

**COLLECTIVE BARGAINING  
AGREEMENT**

**UTICA COMMUNITY SCHOOLS  
and  
MECHANICS CHAPTER - LOCAL 1664**

**FEBRUARY 1, 2012 – JUNE 30, 2014**

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## **DESIGNATION OF PARTIES**

On this 1<sup>st</sup> day of July, 2011 at Sterling Heights, Michigan, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the “Board”, and the Mechanic Chapter of Local 1664 and Council 25, affiliate of American Federation of State, County, and Municipal Employees, hereinafter designated as the “Union”, agree as follows:

### **ARTICLE 1**

#### **PREAMBLE**

- 1.1** It is the general purpose of this Agreement to promote the interests of the School District, and to provide for its operation under methods which will further economy, efficiency, protection of property and the avoidance of interruptions to the instructional program. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### **ARTICLE 2**

#### **THE BOARD OF EDUCATION**

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

### **ARTICLE 3**

#### **RECOGNITION**

- 3.1** The Board recognizes the Mechanic Chapter of Local 1664 of Michigan Council 25 affiliate of A.F.S.C.M.E. as the sole and exclusive bargaining representative for head skilled trade mechanic, skilled trade mechanic leader, skilled trade mechanics, and mechanic helper except that the following groups shall not be deemed to be included in or covered by the terms of this Agreement; Superintendent, Assistant Superintendents, Directors, Assistant Directors, Administrative Assistants, all Support Personnel/ UAW, certificated employees, cafeteria employees, para-professional employees, all laborers, all substitute employees, all temporary employees, all custodial employees, all maintenance employees, all grounds employees, all warehouse employees, all probationary employees, all seasonal employees, and all other employees who are excluded under the law. Reference to male employees shall include female employees.

### **ARTICLE 4**

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

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

### **ARTICLE 5**

#### **CHECK-OFF**

- 5.1** The Board agrees to deduct initiation fees, union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. Beginning with the first pay in October these deductions will be made from the first pay period each month. The amounts shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council 25 within ten (10) working days. The Board further agrees to submit the names of newly hired employees of this bargaining unit to the Union within five (5) days of the date of hire.
- 5.2** Employees shall tender the initiation fee and monthly dues of service fees by signing the proper authorization for check-off form.

- 5.3 Authorized political action contributions (P.E.O.P.L.E.) will be deducted only in accordance with applicable law. Such deductions shall begin only after all appropriate paperwork has been filed with the District.
- 5.4 The Union shall hold the District harmless regarding any monies deducted and remitted to the union pursuant to this provision.

## **ARTICLE 6**

### **AGENCY SHOP**

- 6.1 Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status, handicap or national origin.
- 6.2 Employees who are not members of the Union shall, as a condition of employment, pay to the Union a service charge equal to the Union dues, initiation fee and assessments.
- 6.3 Present employees, newly hired, transferred, or rehired employees shall conform to this provision within thirty (30) days or at the end of their probationary period, whichever is later.
- 6.4 Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of dues, service charge, initiation fee and assessments.
- 6.5 It shall be the responsibility of the Union to notify the Assistant Superintendent for Human Resources, in writing, within thirty (30) days when a member of the bargaining unit is in violation of this provision.
- 6.6 Employees who become in arrears in their payments by sixty (60) days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

## **ARTICLE 7**

### **INDEMNIFICATION CLAUSE**

- 7.1 In consideration of the Board's agreement as set forth in Article 5 and Article 6 of this Agreement, the Union agrees that it will indemnify and save the Board harmless against any and all suits, claims, judgments, fees, expenses, or other liabilities incurred by the Board by reason of its honoring check-off authorizations as set forth in Article 5 of this Agreement, such indemnity to include but not be

limited to payment in full of any judgments, costs and interest awarded against the Board, and payment in full of all reasonable attorney fees, costs and expenses incurred by the Board in any litigation before any tribunal arising out of the Board's action in honoring check-off authorization forms.

## **ARTICLE 8**

### **STEWARD AND UNION REPRESENTATION**

- 8.1** It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the Board for 2008, 09, 10, 11 will be the structure recognized by the parties for the term of this Agreement, subject to implementation of paragraph 8.4 of this Article.
- 8.2** The group classifications are as follows:
- 8.2.1** Skilled Trade Mechanics
- 8.3** It is mutually recognized that the principle of proportional steward representation which reflects that increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- 8.4** Any additional representation shall be subject to mutual agreement of the parties.
- 8.5** The Union will provide the Board with the names of the stewards and officers upon election or appointment.

## **ARTICLE 9**

### **SPECIAL CONFERENCES**

- 9.1** Special conferences may be held between the representatives of the Board and the Union upon request of either party. However, there shall be no denial of at least one (1) special conference per month. The time for the special conferences shall be as follows: (including necessary travel time)
- 9.1.1** Skilled Trade Mechanic Group 2:00 p.m. to 4:00 p.m.
- 9.1.2** Each party is limited to five (5) representatives for special conferences.

- 9.1.3** Employees on the time clock at the time of the special conference shall be paid for the time in attendance. Employees will not be allowed to punch-in on the time clock for the purpose of attending the special conference.
- 9.2** Meetings may be extended by mutual agreement.
- 9.3** The purpose of the meetings will be to review the administration of the Agreement and to resolve any problems that may arise.
- 9.4** These meetings are not intended to by-pass the grievance procedure.
- 9.5** It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- 9.6** Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Board and the Union.
- 9.7** These meetings may be attended by five (5) representatives from the Chapter and a representative of the Council and/or a representative of the International Union with prior notification of two (2) working days to the Assistant Superintendent for Human Resources or his/her designee.
- 9.8** All items to be considered as agenda items must be submitted to the other party in writing three (3) working days prior to the special conference. If an agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three (3) working days.

## **ARTICLE 10**

### **SUPPLEMENTAL AGREEMENTS**

- 10.1** All proposed supplemental agreements shall be subject to Good Faith negotiation between the Board and the Union. They shall be approved or rejected within a period of ten days following the conclusions of negotiations. The Board and the Union agree that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without reentering negotiations. If exceptions, additions or deletions are agreed upon they will be subject to ratification by the Board and the Union.

## ARTICLE 11

### GRIEVANCES

- 11.1 DEFINITION** -- Any claim by the Union, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or established rules shall be resolved through the procedure set forth herein. The prevailing party shall be entitled to its actual attorneys' fees and costs, provided they are reasonable, with respect to claims arising from or relating to Article 38 (and/or the Letter of Understanding Concerning Union Health Care Plan) and Article 39.
- 11.2 GRIEVANCE COMMITTEE** -- The Board agrees to recognize a Grievance Committee, which shall be composed of the Chapter Chairperson, a Chief Steward and the Steward from the group classification in which the grievance originated. The party involved in the grievance may be present at their option.
- 11.3 RETROACTIVE SETTLEMENTS** -- Settlement of grievance occurrences due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS** -- The time limits specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.
- 11.5** A steward may be allowed a maximum of 1/2 hour at the beginning or end of their shift to investigate grievances upon notification and approval of the immediate supervisor. If, in the opinion of the union representative, the immediate supervisor unreasonably refuses to grant such time, their refusal shall be a proper subject for a Special Conference.

## ARTICLE 12

### GRIEVANCE PROCEDURE

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



## **12.2 STEP 1:**

- 12.2.1** Any employee who believes he/she has a grievance may present such grievance, on an informal basis, to their immediate supervisor. One (1) steward may be present at this informal meeting if requested by the employee.
- 12.2.2** Each grievance shall be initiated within ten (10) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the aggrieved or the union becomes aware of the cause for the complaint.
- 12.2.3** The immediate supervisor shall meet with the steward and/or the employee within three working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant or steward stating the articles and paragraphs of this Agreement or rules that have allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to their immediate supervisor within two (2) working days of the informal meeting. The immediate supervisor shall, within two (2) working days of receipt of the written grievance, submit their disposition of the matter to the steward in writing.

## **12.3 STEP 2:**

- 12.3.1** If the alleged grievance is not solved to the satisfaction of the employee and the Union, the chief steward may submit the written grievance to the appropriate transportation director within three (3) working days. The appropriate transportation director shall meet with the steward and chief steward and the grievant, at their option, within three (3) working days from receipt of the written grievance, to try and resolve the grievance. The appropriate transportation director shall within three (3) working days after the meeting submit their disposition of the matter in writing to the chief steward.

## **12.4 STEP 3:**

- 12.4.1** If the answer is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson of the Union to the Assistant Superintendent for Human Resources within five (5) working days. The Assistant Superintendent for Human Resources shall meet within five (5) working days with the Chapter Chairperson and the balance of the Grievance committee, and the grievant, at an option. The Assistant Superintendent for Human Resources shall submit their written answer to the grievance to the Chairperson within five (5) working

days after the meeting. This meeting may be attended by a Council and/or International Representative. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and the Board for at least one-half (1/2) hour immediately preceding the grievance meeting.

**12.5 STEP 4:**

**12.5.1** If the grievance is still not settled the Union may, within thirty (30) calendar days after receipt of the written reply of the Assistant Superintendent for Human Resources, request arbitration by written notice to the Board. The arbitrator will be selected through the American Arbitrator Association. The petition must be filed with the American Arbitration Association within ninety (90) calendar days after receipt of the written reply from the Assistant Superintendent for Human Resources. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of the testimony and argument.

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

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

**ARTICLE 13**

**DISCHARGE, SUSPENSION AND REPRIMANDS**

**13.1** The parties recognize the authority of the Employer to reprimand; both orally and in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee for just cause.

Discipline, when invoked, will be progressive in nature. When an employee is given a suspension, days off will be consecutive. For just cause, the Board or their Representative may reprimand, suspend, demote or discharge an employee appropriate to the seriousness of an individual incident or situation.

**13.2** When an employee is given a suspension, disciplinary discharge, written reprimand and/or warning which is to be affixed to his/her personnel record in

any file, the Union and the employee shall be promptly notified in writing of the action taken.

- 13.3** No adverse material originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has been provided copies of the material and any complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants. The Bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When adverse material is placed in a bargaining unit member's file, the affected bargaining unit member shall be provided a copy of said material and may sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. An employee shall have the right to recommend the removal of material contained in his/her personnel file that is over three (3) years old.

## **ARTICLE 14**

### **SENIORITY**

- 14.1** Seniority shall be applied within a job classification and on a bargaining unit basis.
- 14.2** Job classification shall be as follows:
- 14.2.1** Head Skilled Trade Mechanic
  - 14.2.2** Skilled Trade Mechanic Night Leader
  - 14.2.3** Skilled Trade Mechanics
  - 14.2.4** Mechanic Helper
- 14.3** Bargaining unit seniority shall be determined for each employee as of his/her anniversary date of last hire into the bargaining unit, with regard to applicable fringe benefits (i.e., retirement, vacations, sick leave, etc.)
- 14.4** Job classification seniority shall be determined for each employee effective his/her first day assigned to the job classification upon successful completion of their trial and/or probationary period.
- 14.5** An employee who has moved from one job classification and moves back to his/her former job classification shall maintain their full bargaining unit seniority from date of last permanent hire in the Utica School District.
- 14.6** **PROBATIONARY EMPLOYEES** -- There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first forty-five (45) working days of

their employment. When an employee completes the probationary period, he/she shall rank for seniority from the original date of employment (first day worked). Additional probation up to forty-five (45) days may be granted. If more than one (1) employee is hired on the same day, their seniority will be determined by alphabetical order of their surname on date of hire.

- 14.7** The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except that the Board will have the right of discharge or disciplinary action other than for Union activity involving a probationary employee without a grievance filed or processed.
- 14.8** Probationary employees will not receive any fringe benefits during their probationary period, except appropriate holiday pay. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.

## **ARTICLE 15**

### **SENIORITY LIST**

- 15.1** The seniority list will be posted for each group classification at least annually and will show all employees of the job classifications, their names and seniority rank.
- 15.2** Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, handicap or dependents of the employee.
- 15.3** If from the date of posting of the seniority list, the list is not challenged by either party within seven (7) actual working days, it will be deemed accepted as accurate.

## **ARTICLE 16**

### **LOSS OF SENIORITY**

- 16.1** An employee shall lose their seniority for the following reasons:
- 16.1.1** They quit or retire.
- 16.1.2** They are discharged and discharge is not reversed through the grievance procedure.
- 16.1.3** They fail to return to work within ten working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.

**16.1.4** They are absent from work five (5) consecutive working days without advising the Board or giving satisfactory reasons to the Board for such absence.

**16.1.5** They overstay a leave of absence, unless there are extenuating circumstances.

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

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

## **ARTICLE 17**

### **SENIORITY OF UNION OFFICERS**

**17.1** Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward and one Steward from each group classification shall, in the event of a layoff, be continued at work as long as there is a job in their classification which they can perform, and shall be recalled to work in the event of a layoff to the first open job in their classification which they can perform.

## **ARTICLE 18**

### **LAY-OFF**

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

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

**18.3** The Board will promptly notify the Union, in writing, of any layoffs. The Board will provide skilled trade mechanic employees with fourteen (14) calendar days notice prior to any layoff.

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

- 18.4.1** Into a job classification they had satisfactorily held previously.
- 18.4.2** If they have not held a lower job classification within a group classification, they shall have the right to bump into the lowest job classification within the group classification.
- 18.4.3** An employee who has bumping rights as set forth above, shall have the right either to exercise the bump or to accept the layoff until recalled.
- 18.4.4** The least senior employees who remain unplaced after the reduction in the required job classifications and bumping is completed shall be laid-off.

## **ARTICLE 19**

### **RECALL**

- 19.1** Laid-off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid-off or, if they had bumped down from their original position in the reduction of work force before being laid off, to such former position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within ten (10) days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

## **ARTICLE 20**

### **ASSIGNMENT**

- 20.1** Skilled Trades Mechanics Group:
  - 20.1.1** Skilled Trades Mechanics will be assigned work in accordance with the needs of the Board.
  - 20.1.2** Assignment of skilled trades mechanic personnel to equipment shall be in accordance with the needs of the Board.
  - 20.1.3** When an employee in the skilled trades mechanic group is assigned to a higher job classification they will be paid the rate of the higher job classification provided they perform in the higher job classification more than one day consecutively in the position. When this occurs the employee will be paid the higher rate for all time assigned to the higher job

classification. When an employee works in a lower classification they shall suffer no loss of pay.

**20.1.4** Mechanics shall be responsible for touch up painting of vehicles, bumpers, wheels, and brackets.

## **ARTICLE 21**

### **SKILLED TRADE MECHANIC GROUP PROMOTION**

- 21.1** **DEFINITION OF PROMOTION:** Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.
- 21.2** Promotions within the bargaining unit shall be made on the basis of experience, competency, qualifications, attendance, and seniority. When experience, competency, qualifications, and attendance are relatively equal, the applicant with greater seniority shall be given preference. The Board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.
- 21.2.1** A mechanic helper who has passed the district's certification program as specified in 21.2.2 shall have their seniority as a mechanic helper considered when applying for the position of skilled trade mechanic.
- 21.2.2** The mechanic helper must satisfactorily pass the following tests of the ASE (or State equivalent) Tests:
- a. Engine repair-gas or diesel, T-1 or T-2 truck.
  - b. Drive Train - test T-3.
  - c. Brakes - test T-4.
  - d. Suspension and steering - test T-5.
  - e. Electrical Systems - test T-6.
- 21.3** Vacancies will be posted for a period of five (5) working days in a conspicuous place listing the qualifications required for the position. Vacancies will be filled within ten (10) working days from the closing of the bid. The Chapter Chairperson will receive a notice of all applicants and a notice of the employee receiving the position.
- 21.4** Employees interested in the vacancy shall state their interest in writing within the five (5) working day posting period.

- 21.5** The employee receiving the promotion shall receive a forty-five (45) working day trial period in the new job classification. During the trial period, the employee shall receive the rate of pay of the job he/she are performing.
- 21.6** The promoted employee shall have the right during the trial period to revert back to his/her former job classification. The Board shall have the right to revert the employee back to their former job classification if in their opinion the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee, with a copy to the Union.
- 21.7** If an employee accepts a probational opening through this procedure and then reverts back to his/her former job classification at his/her request, he/she will forfeit their right to bid on the same promotional opening for a period of one (1) calendar year.
- 21.8** Employees on vacation, sick leave or leave of absence, shall have the responsibility of notifying supervision of their interest in promotional opportunity. Those employees so notifying supervision shall receive notice of vacancies by post card.

## **ARTICLE 22**

### **SKILLED TRADE MECHANIC GROUP WORKING HOURS**

- 22.1** The normal work schedule shall be Monday through Friday. The normal work week for computation of overtime is Monday, 4:00 a.m. to Monday, 4:00 a.m.
- 22.2** The regular full working day shall, for the first, second and third shifts, consist of eight (8) hours per day, with a minimum of one-half (1/2) hour off for uninterrupted lunch, not included in the eight (8) hour work period. Every shift shall have a definite starting and quitting time. Employees shall be eligible for a fifteen (15) minute rest period in the first and second half of their shift.
- 22.3** For the purpose of determining shift premium the following will apply:
- 22.3.1** First shift is any shift that regularly starts on or after 4:00 a.m., but before 9:00 a.m.
- 22.3.2** Second shift is any shift that regularly starts on or after 9:00 a.m., but before 7:00 p.m.
- 22.3.3** Third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- 22.4** Posting of shifts shall be made at the beginning of each school year (September). The skilled trade mechanic job classification shall have the right to choose work



shifts by seniority. For bidding on shifts, only employees will be allowed to use chapter seniority inclusive of head skilled trade mechanic and shift leader seniority at the beginning of the school year and for vacancy postings during the school year. Changes in shifts shall not take effect without five (5) calendar days prior notice.

- 22.5** There shall be two (2) skilled trade mechanics or a skilled trade mechanic and a mechanic helper assigned to a given work location during an assigned shift.

## **ARTICLE 23**

### **JOB DESCRIPTION AND RULES**

- 23.1** The job descriptions for the positions noted in the wage rate Article 39 are included in Appendix B of this Agreement.
- 23.2** Present rules also continue in effect.

## **ARTICLE 24**

### **VETERANS**

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

## **ARTICLE 25**

### **LEAVES OF ABSENCE**

- 25.1** Leaves of absence for reasonable periods, not to exceed one (1) year, (except for item 25.4.2, where leave shall be granted not to exceed two (2) years) shall be granted without loss of seniority upon written request for:

**25.2 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS CONTINUING**

**25.2.1 Disability Leave:** Upon exhaustion of paid sick days the employee will be notified to apply for a leave of absence if they are not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for disability. An employee on disability leave shall return to duty promptly upon the cessation of their disability. Prior to return to duty, management may require that the employee present a doctor's certificate stipulating the employee can assume their assigned duties. If management requests a second medical opinion, the cost of such will be covered by the Board of Education.

**25.2.2 Consent Leave:** All leaves other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be a matter for the grievance procedure. Consent leaves are leaves for not less than five (5) days, but not more than forty (40) days. Consent leaves are limited to three (3) leaves concurrently. Date of application shall prevail in cases of more than three employees requesting such leave. Approval of consent leaves shall not be rescinded later than two (2) working days prior to the date the leave is to commence.

**25.3 SENIORITY ACCUMULATIVE AND INSURANCE BENEFITS NOT CONTINUING --**

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

**25.3.2 Child Care Leave:** Any employee shall be granted a leave of absence to care for a new born child that is a member of the employee's immediate household.

**25.3.3** An employee on disability leave of absence due to a Board of Education recognized on the job injury shall be eligible for a three (3) month extension to the maximum length permitted 25.1.

**25.3.4** Employees who meet the criteria are entitled to the provisions of the Family Medical Leave Act. Such FMLA leaves will run concurrently with other leaves provided by the Collective Bargaining Agreement.

**25.4 FIXED SENIORITY AND INSURANCE BENEFITS NOT CONTINUING --**

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

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

**25.5 CAREER CHANGE LEAVE OF ABSENCE --**

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

**25.5.1** Minimum of five (5) years seniority.

**25.5.2** Request must be submitted in writing.

**25.5.3** The employee shall have their seniority fixed and benefits suspended.

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

**25.5.5** Career Change Leaves are not permitted for the purpose of working for another agency and/or employer in classifications (positions) represented by this bargaining unit.

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

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

**25.6** Up to ten (10) days annually of unpaid leave will be granted to local Chapter officers, one at a time, for the purpose of carrying on union business out of the district. Exceptions to the above can be requested through the Assistant Superintendent for Human Resources whose decision is final and not grievable.

**25.7** The Board of Education and the Union agree that a bargaining member may be moved to a temporary Supervisory position, which will have the following restrictions: the bargaining member's seniority is frozen for the duration of the temporary position; the temporary position shall not exceed one (1) year. At the conclusion of one (1) year, the Board shall have the right to promote the bargaining member or return the bargaining member to their unit with seniority and benefits restored.

## ARTICLE 26

### SKILLED TRADE MECHANIC GROUP VACATION ALLOWANCE

- 26.1** An employee shall be eligible to receive an accrued vacation benefit after attaining seniority employment as a full time, permanent, twelve (12) month classified employee.
- 26.2** An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the employee's anniversary date of hire and the end of the fiscal period - June 30th.
- 26.2.1** 5/6th of day per month
- The first five (5) completed anniversary years of an employee, for vacation purposes, shall be calculated at the rate of 5/6th of a day per month worked, up to a maximum of ten (10) days per fiscal year.
- 26.2.2** 1-1/4th days per month
- From the completed fifth anniversary year of work to the completed tenth anniversary year, vacation shall be calculated at a rate of 1-1/4th days per month worked, up to a maximum of fifteen (15) days per fiscal year.
- 26.2.3** 1-2/3rd days per month
- From the completed tenth anniversary year, vacations shall be calculated at a rate of 1-2/3rds days per month worked, up to a maximum of twenty (20) days per fiscal year.
- 26.2.4** 2-1/12th days per month
- From the completed eighteenth anniversary year, vacations shall be calculated at a rate of 2-1/12th days per month worked, up to a maximum of twenty-five (25) days per fiscal year.
- 26.3** In calculating vacation earned, credit will be given if an employee works at least the majority of the scheduled working days in that month. In addition, vacation shall be calculated to the nearest whole day, with .5 or more being considered a whole day and anything less than .5 being dropped.
- 26.4** It is desirable that vacations be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas or Easter. However, vacations, or portions of vacation, should be completed one week prior to opening of school in the fall. This provision does not preclude opportunity for the Transportation Director to consider unique vacation requests or vacation requests at other times of the year as long as in their judgment, respective operational assignments are adequately covered.

- 26.5** Vacations shall be taken in a period of consecutive days except vacations may be split into one or more weeks providing no scheduling shall in the judgment of the Transportation Director, detrimentally affect operations assignments
- 26.6** When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.
- 26.7** A vacation may not be waived by an employee and extra pay received, provided however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during their vacation, their vacation shall be rescheduled. In the event such disability continues throughout the year, they shall be awarded payment in lieu of vacation.
- 26.8** Choice of vacation time shall be governed by classification seniority. It is understood that generally, an employee may not use more than two (2) weeks at a time.
- 26.9** If an employee is laid off, retires, or terminates employment the employee shall receive any unused vacation credit including that accrued in the current calendar year. Employees shall be paid their current wage while on vacation and will receive credit for any regular insurance benefits provided for in this Agreement during such time.

## **ARTICLE 27**

### **HOLIDAYS**

- 27.1** An employee whose regular work schedule includes the following days, and who are on duty the complete work day immediately prior to and the complete work day immediately after the holiday, shall receive a holiday with pay at the employee's current regular wage for such days: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, one full day immediately preceding Christmas, Christmas Day, and day after Christmas.

## **ARTICLE 28**

### **FUNERAL LEAVE**

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

- 28.2** An employee may be allowed up to five (5) working days as bereavement days, depending on travel time needed, not to be deducted from sick leave, for a death in the immediate family. Immediate family shall be defined as: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-Law, Brother-in-law, Sister-in-law, Grandparents, Grandparents-in-law, Grandchildren or a member of the employee's household.
- 28.3** For the purpose of interpreting Section 28.2, in-law shall be defined as those relatives of the current marriage contract.

## **ARTICLE 29**

### **JURY DUTY**

- 29.1** An employee who serves on jury duty will be paid the difference between their pay for jury duty and their regular pay.
- 29.2** When an employee is identified for jury duty, but is not scheduled for attendance at court, they shall report for duty and make themselves available for assignment.

## **ARTICLE 30**

### **WORKER'S COMPENSATION**

- 30.1** In the event an employee loses time as result of an on-the-job injury, they will be compensated as provided by the Michigan Worker's Compensation Act.
- 30.2** An employee on disability leave of absence due to an on-the-job injury may draw from their accumulated sick leave an amount equaling the difference between the amount received under Worker's Compensation and that which they earned at the time of their injury on a straight time basis. Sick time will be taken from the accumulated sick leave until such time that the employee notifies the Human Resources department in writing that the employee does not wish to use his/her sick time. When a doctor returns an employee to work with restrictions, an employee may be assigned to "light duty" pursuant to restrictions as outlined by the employee's doctor.
- 30.3** The portion of sick leave to be deducted will be rounded off to the nearest half day for skilled trade mechanics based on the appropriate amount paid to the employee.

- 30.4** An employee unable to work due to an on-the-job injury must request an appropriate leave of absence as specified in Article-25, Section 25.2.1 of this Agreement.
- 30.5** It is understood that it is possible for an individual to be receiving Worker's Compensation benefits after their employment with the Utica Community Schools has terminated.

## **ARTICLE 31**

### **UNION CONVENTION ATTENDANCE**

- 31.1** The Board will provide full pay for five (5) days for one individual, upon prior notice, to attend the International Convention and the A.F.L. - C.I.O. State Convention in their respective convention years.
- 31.2** Paragraph 31.1 is applicable only when the employee attending the convention for the Union would normally be scheduled for work.

## **ARTICLE 32**

### **BULLETIN BOARDS, BUILDING USE AND MAIL**

- 32.1** The employer agrees to provide a designated section of a bulletin board in the Transportation Department which may be used by the Union for posting notices of the following type:
  - 32.1.1** Notice of Union recreation and social events.
  - 32.1.2** Notice of Union elections.
  - 32.1.3** Notice of Union results of elections.
  - 32.1.4** Notice of Union meetings
- 32.2** The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- 32.3** It is mutually understood and agreed that no Union activities will be carried on during working hours or on the Board's premises.

## ARTICLE 33

### OVERTIME

#### 33.1 General:

**33.1.1** Hours worked in excess of eight (8) hours per day or forty (40) hours worked per week shall be compensated at time and one-half. All hours worked on Sunday will be paid at double time. Double time will be paid for all hours worked on holidays plus holiday pay.

**33.1.2** All compensable leave days will be counted as days worked for the computation of overtime. Probationary employees are not to be assigned overtime unless the regular employees of the building or department are all working or not available.

#### 33.2 Skilled Trade Mechanic Groups:

**33.2.1** Overtime hours shall be divided among employees in the job classification according to seniority and the overtime list.

**33.2.2** A probationary employee shall be placed at the bottom of the overtime list and upon completing their probationary period be credited with the highest number of hours of the workers in that job classification and from that point, assume their regular overtime turn.

#### 33.3 Overtime Procedure

The following are the agreed upon changes in the method the Skilled Trade Mechanics will use in maintaining the Skilled Trade Mechanics overtime roster.

Overtime will be charged as follows:

- If you are asked and you say “no”.
- If you are called and you say “no”.
- No answer or reaching an answering service at the Skilled Trade Mechanics home.
- If you say “yes” but do not show up – you are charged double.
- Skilled Trade Mechanics will be charged for all hours worked.
- Unexcused or refuses overtime. Overtime will not be charged as follows:
  - If you are asked to work Saturday and back out by Thursday or Friday, the next person asked will not be charged if they say “no”.
  - If you are on an approved leave or vacation.
  - If you are on Jury Duty.



## ARTICLE 34

### SICK LEAVE

- 34.1** Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall accumulate without limitation and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working.
- 34.2** An employee's absence shall be chargeable to this accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority referred to in this Agreement.
- 34.3** Two of the accumulated sick leave days may be used annually for business leave to conduct business that cannot be conducted at anytime other than during working hours. Application for use of a business leave day must be submitted to the Transportation Office not less than three working days prior to the date requested. This request must state the reason and receive the approval of the employee's supervisor and final approval of the Director of Transportation. Business leave days may not be taken immediately prior to, or subsequent to paid holidays or vacation period except in emergencies.
- 34.4** Three (3) of the accumulated sick leave days may be used annually as a leave day without specificity to all employees. Application must be made at least three (3) working days prior to the date of the leave. Not more than one (1) person from the skilled trade mechanic group will be excused under the provision on any one (1) day. Personal leave days may not be taken immediately prior to, or subsequent to, paid holidays or vacation periods except in emergencies.
- 34.4.1** Priority will be determined by date of receipt of request to the Transportation Department.
- 34.4.2** Forms for both leaves will be available at the Transportation Department.

#### Family Illness

- 34.5** An employee may use up to a total of four (4) days annually of their accumulated sick days for bonafide pressing need due to illness of their spouse, children or parent.
- 34.6** An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- 34.7** When an employee is not working because of illness and utilizes their sick days, they are on sick leave.

- 34.8** The employer may request an employee to secure a doctor's clearance upon returning from use of sick leave.
- 34.9** One-half (1/2) of the skilled trade mechanic's current wage shall be paid by Christmas of each year for days accumulated beyond one hundred (100) days and not used.
- 34.9.1** Upon retirement by an employee from the Utica Community Schools and under the Michigan Public School Employee Retirement System, the employee will be compensated for sick leave days as follows:
- 34.9.1.1** Skilled Trades Mechanics shall receive fifteen dollars (\$15.00) per day for all leave days in excess of sixty (60) days.
- 34.9.1.2** Maximum payment to personnel at time of retirement shall be seven hundred fifty dollars (\$750.00).

## **ARTICLE 35**

### **UNIFORMS**

- 35.1** There shall be eleven uniforms issued to skilled trade mechanic employees with five changes furnished per week. Coveralls may be supplied in addition to regular uniforms for skilled trade mechanic employees upon approval of supervision.
- 35.2** Uniforms will be required of employees while on duty.
- 35.3** Upon separation, an employee shall return their uniforms to their supervisor.
- 35.4** Winter jackets (Carharts or equivalent) and winter bib-type Carhart (or equivalent) overalls will be provided to all skilled trade mechanic personnel with seniority on a bi-annual replacement basis by November 1st of each year. It will be mandatory for skilled trade mechanics to wear the purchased material while on duty.
- 35.5** Skilled Trade Mechanic Safety Shoe Allowance:
- 35.5.1** With prior approval a skilled trade mechanic may receive reimbursement of up to \$100.00 per fiscal year toward the purchase of steel toed safety shoes. The reimbursement will be made after presenting proof of purchase.
- 35.6** Skilled Trade Mechanic Tool Allowance:

- 35.6.1** Skilled Trade mechanics are required to furnish standard tools and tool boxes. Special need tools will be furnished by the Board and will be subject to inventory at the Board's request.
- 35.6.2** Tools and tool boxes are subject for inspection by the Board.
- 35.6.3** Skilled trade mechanics will submit detailed inventory of personal tools they have on the job.
- 35.6.4** Broken or worn tools will be replaced by the Board at equivalent value. Broken or worn tools must be approved by the Director of Transportation and turned into the Skilled Trade Head Mechanic to receive a new tool.
- 35.6.5** All tools and tool boxes are the sole ownership of the Skilled Trade Mechanic and are to be treated as personal property.
- 35.6.6** All skilled trade mechanic tool inventory will be subject to supervision inventory on a periodic basis.
- 35.6.7** New skilled trades mechanics will be required to present a complete tool inventory prior to appointment to skilled trade mechanic and associated classifications.
- 35.6.8** Personal inventory tools that are replaced continue to be the personal property of the employee.

## **ARTICLE 36**

### **CONTINUING EDUCATION**

- 36.1** An employee will be paid their regular rate of pay for attending any classes required by the administration.
- 36.2** Management will consult with the head skilled trade mechanic and the skilled trade mechanic steward for the purpose of developing an in-service program for skilled trade mechanics
- 36.3** New employees must provide their own evidence of a valid CDL. Employees required to renew their CDL during the school year must provide the Board of Education with a receipt. Reimbursement will be made quarterly: March, June, September, December. Receipts must be turned in no later than the first of the month in the month when payment will be made.

## ARTICLE 37

### SKILLED TRADE MECHANIC CERTIFICATION PROGRAM

- 37.1** General principles of the Utica School Bus Skilled Trade Mechanic Certification Program.
- 37.1.1** The certification program is an attempt to encourage the school bus skilled trade mechanics of the Utica Schools to achieve certification in the ASE Certification Program.
- 37.1.2** The employee is totally responsible for the cost of the certificates or the fee charged for taking the respective examination.
- 37.1.3** The employee is responsible for their registration and registration fee, if any, to both the State and ASE Certification Program.
- 37.1.4** Should the current program offered by the State and ASE as outlined in the *ASE Bulletin of Information Fall, 1987* or the publication entitled, *Most Often Asked Questions* issued by the Michigan Secretary of State dated April, 1983 change; the administration shall meet with the Union to evaluate the continuance of the program as outlined herein.
- 37.1.5** An employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment but not both. An employee holding ASE certificates in the same areas of heavy truck (37.3.1 d. through j.) and school bus (37.3.1 k through q.) shall receive the higher wage adjustment, but not both.
- 37.1.6** The maximum wage adjustment an employee may receive under this Certification Program is \$5.91 per hour (12 ASE Certificates 6 @ \$.53 each/per hour, 3 @ \$.48 each/per hour and 3 @ \$.43 each/per hour).
- 37.1.7** The wage adjustment shall be rescinded for any and all certificates that expire or shall be invalid for any reason.
- 37.1.8** Failure of an employee to inform the administration that their certificate has expired or becomes invalid, shall subject them to immediate disciplinary action.
- 37.1.9** An employee will qualify for reimbursement of ASE and the Michigan State Program registration and examination costs upon presentation of the certificate to the Director of Transportation and Safety Services.
- 37.1.10** Personnel achieving certification in the ASE Program T-2 or S-2 Diesel Engine shall receive a one time payment of two hundred and fifty dollars (\$250.00). Re-certification under the ASE Program T-2 or S-2 shall not qualify personnel for additional compensation.

**37.2 Phase I - Michigan State Certificates**

The Head Skilled Trade Mechanic, Skilled Trade Mechanic Leader and Skilled Trade Mechanic hired prior to July 1, 1997, who possess a certificate and have properly filed it with the Transportation Center are eligible for a \$ .15 per hour wage adjustment for each certificate they have achieved by June 30, 1997, in the areas outlined in paragraph 37.2.1, sub-paragraphs a. through i. Those certifications will be paid for as long as those certifications are renewed without a break in certification.

A Mechanic Helper who possesses the appropriate State of Michigan Certificates shall receive a wage adjustment of \$ .10 per hour per certificate.

**37.2.1** Certificates issued by the Michigan Department of State Bureau of Automotive Regulation - Skilled Trade Mechanic Certification Division, Lansing, Michigan in the following areas are applicable to the Utica Certification Program

**AUTOMOBILE**

- a. Front End & Steering Systems
- b. Automatic Transmissions
- c. Manual Transmissions & Front & Rear Axle

**HEAVY DUTY TRUCK (School Bus)**

- d. Engine Repair - Gasoline
- e. Diesel Engines
- f. Drive Trains
- g. Suspension & Steering Systems
- h. Electrical Systems
- i. Brakes - Braking System

**37.3 Phase II - ASE Certificates**

**37.3.1** Certificates issued by the National Institute for Automotive Service Excellence in the following areas are applicable to the Utica Certification Program.

**AUTOMOBILE**

- |    |                                   |          |     |
|----|-----------------------------------|----------|-----|
| a. | Automatic Transmissions/Transaxle | Test No. | A-2 |
| b. | Manual Drive Train and Axles      |          | A-3 |
| c. | Suspensions and Steering          |          | A-4 |

## **HEAVY DUTY TRUCK (School Bus)**

d.	Gasoline Engines	Test No.	T-1
e.	Diesel Engines		T-2
f.	Drive Train		T-3
g.	Brakes		T-4
h.	Suspension and Steering		T-5
i.	Electrical Systems		T-6
j.	Preventative Maintenance, Inspection		T-8

## **SCHOOL BUS**

		Test No.	
k.	Body Systems		S-1
l.	Diesel Engines		S-2
m.	Drive Train		S-3
n.	Brakes		S-4
o.	Suspension and Steering		S-5
p.	Electrical/Electronic Systems		S-6
q.	Other certifications as may be available and agreed to by the union and administration.		

**37.3.2** The Head Skilled Trade Mechanic, Skilled Trade Mechanic Leader or Skilled Trade Mechanic who possesses certificates and has properly filed them with the Transportation Center is eligible for a \$ .43 per hour wage adjustment for each certificate they achieved in the areas outlined in paragraph 37.3.1, subparagraphs a. through c. Those who properly file certificates for the areas outlined in paragraph 37.3.1 subparagraphs d through j are eligible for a \$.48 wage adjustment per hour. Those who properly file certificates for the areas outlined in paragraph 37.3.1 subparagraphs k. through q. are eligible for a \$ .53 wage adjustment per hour.

**37.3.3** A Mechanic Helper who possesses certification and has properly filed with the Transportation Center is eligible for a \$. 30 per hour wage adjustment for each certificate they achieve in the areas outlined in paragraph 37.3.1, subparagraphs a. through j.

## **37.4 Recertifications**

**37.4.1** It shall be the full responsibility of the employee to recertify if they wish to continue receiving the wage adjustments.

**37.4.2** The employee shall be responsible for the cost and fees for recertification.

**37.4.3** Personnel will qualify for reimbursement of ASE and Michigan State Program recertification costs upon presentation of the proper certificates.

**37.5** Wage Adjustment Dates:

**37.5.1** Payroll adjustments shall commence the first full payroll period following the filing of the appropriate certificates with the Director of Transportation and Safety Services.

**ARTICLE 38**

**BENEFIT PROVISIONS**

**38.0** ***ELIGIBILITY FOR BENEFITS***– Employees regularly working a minimum of six (6) hours per day are eligible for benefits in accordance with this Article, after completing the probationary period.

**38.1** ***INSURANCE PREMIUMS***: Health Alliance Plan HMO as originally bargained for under 2011 Transportation CBA is designated plan and carrier. The district will implement cost sharing as defined under Public Act 152 employer maximum hard cap criterion. This cost sharing will extend to single, employee/spouse and family eligible subscriber plans.

**ARTICLE 39  
WAGE RATES**

39.1 Employees hourly rates for the 2011-2012, 2012-2013, and 2013-2014 school years will be frozen at the rates Employees received for the 2010-2011 school year.

39.2 **Hourly Rates -**

7/1/2010

6/30/2011

**Skilled Trades Mechanics**

1st year \$18.15

2nd year \$19.15  
and over

**Mechanics Helpers**

1st year \$16.04

2nd year \$17.77  
and over

**Head Skilled**

**Trade Mechanic** \$20.05

**Skilled Trade**

**Mechanic Leader:** \$19.54

At the completion of 6/30/2011 employees will be given 1% of total hours earned during the 2010-2011 school year. Payment will be made first pay in July, 2011.

39.3 The School District's contributions to MPSERS will be capped at the percentage the School District contributed during the 2010-2011 school year. Effective July 1, 2011, increases in the MPSERS rate will be deducted from the wages of participating Employees over each pay.

39.4 **SHIFT PREMIUM:**

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

Second shift - \$.30 per hour

Third shift - \$.35 per hour



**39.5 LONGEVITY:**

- After eight years - \$ .10 per hour
- After twelve years - \$ .10 per hour
- After fifteen years - \$ .25 per hour
- After twenty years - \$ .30 per hour

MAXIMUM LONGEVITY PAYMENT - \$ .75 PER HOUR

**39.6 MINIMUM PAY:**

A minimum allowance of one and one-half (1 ½) hours shall be allowed to skilled trade mechanics who are called into work and are either sent home or reassigned. If employees are required to use their own automobiles in the fulfillment of their duties, they will be compensated at the mileage rate as established by the Board of Education.

**ARTICLE 40**

**MISCELLANEOUS**

- 40.1** An emergency is an incident that occurs that is beyond the control of the School District and is for a short period of time, but in no case shall extend beyond the time necessary to provide a safe and healthy condition. No employee will be kept on an emergency status longer than the immediate emergency exists.
- 40.2** Safety problems and recommendations shall be a proper subject for special conferences as elsewhere provided.
- 40.3** One employee may be granted a leave without pay for a maximum of five (5) days upon prior notice for the purpose of Union conventions or conferences.
- 40.4** Skilled Trade Mechanic Shop Equipment  
At least twice each year, the parties will meet in special conference to review the status of shop equipment. Meetings shall be held in January and July each year.

## **ARTICLE 41**

### **RULES AND REGULATIONS**

- 41.1** From time to time, the employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools. Such rules shall not conflict with the provisions set forth in this Agreement and shall be reasonable in scope and uniform in application.
- 41.2** When new rules are established or existing rules are revised they shall be posted prominently for a period of one (1) week before becoming effective. The Union shall be given this one (1) week as prior notice of changes and additions to such rules and regulations.
- 41.3** The employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.

## **ARTICLE 42**

### **STRIKE AND LOCK OUT**

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

## **ARTICLE 43**

### **RETURNING TO BARGAINING UNIT**

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

## **ARTICLE 44**

### **RATIFICATION**

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

## **ARTICLE 45**

### **AMENDMENTS AND TERMINATION**

- 45.1** This Agreement shall commence February 1, 2012 and shall continue in full force and effect until June 30, 2014 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than one hundred twenty (120) days prior to June 30, 2014.
- 45.2** This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions, and until such renegotiation has been completed, such provision, or provisions, in conflict shall be void.
- 45.3** As required by Public Act 9 of 2011, an emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

**LETTER OF UNDERSTANDING CONCERNING  
UNION HEALTH CARE PLAN**

The District understands the Union is investigating the possibility of establishing a health care plan for the Employees, pursuant to which the District would have no obligation other than to contribute no more than the amount it is legally obligated to pay under the District's proposed Article 40 and, in return, the District would not be responsible for providing any insurance coverages to or for the Employees. The District agrees to negotiate in good faith toward the establishment of such a plan upon notice from the Union.

For the Union, Gary Schimer


For the District, Robert Lusk

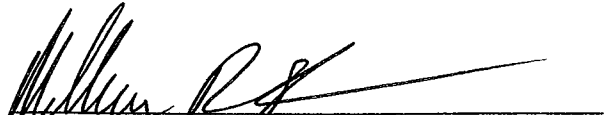
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THE INTERNATIONAL UNION OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL #25, AND ITS AFFILIATE LOCAL  
#1664


  
By: Gary Shimer, Council #25  
Staff Representative


  
President, 1664


  
Negotiating Team

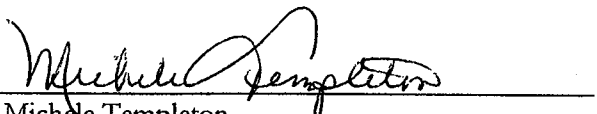
  
Negotiating Team

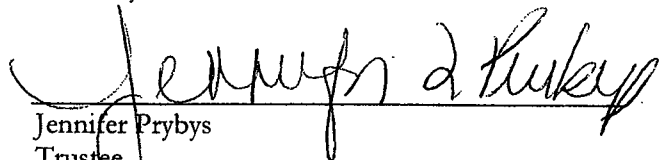
THE BOARD OF EDUCATION  
UTICA COMMUNITY SCHOOLS  
MACOMB COUNTY, MICHIGAN

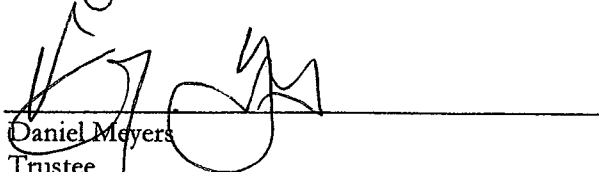
  
By: Carol Klenow, Ed.D.  
President

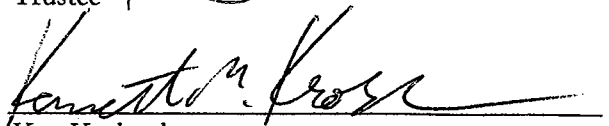
  
Gene Klida  
Vice President

  
Robert Ross, Ph.D.  
Treasurer

  
Michele Templeton  
Secretary

  
Jennifer Prybys  
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## APPENDIX A

### TRANSPORTATION MECHANICS CHAPTER SHORT TERM DISABILITY PROGRAM

1. The establishment of a Short Term Disability Program "an in-house program" is a mutual effort by the Transportation Chapter of 1664 and the Board of Education. The Board of Education will cooperate in the operation of this program.
2. For the purpose of this Short Term Disability Program a disability is an absence that is medically certifiable as incapacitating an employee from performing their duties. At times it may be necessary to request a second or alternate opinion of the disability. The cost of the alternate/second opinion shall be born by the party that selects the medical expert.
3. The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$6.00 per hour of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.
  - a. Skilled Trade Mechanics - The computation of hours shall be based on 8 hours per day.
4. An employee shall be allowed a maximum of one hundred (100) consecutive working days for each incident. Elective surgery shall not qualify a member to be compensated from the Short Term Disability Program.
5. Recurrent disability (a disability which is contributed to by the same cause(s) or is the result of the same cause(s) of a prior disability for which a benefit was payable). If, after a period of total disability for which benefits are payable, the covered employee resumes their regular occupation and does each main duty for a continuous period of six months or more, any recurrent disability will be part of a new period of disability and a new thirty (30) working day window period must be completed before any further monthly benefits are payable. If the covered employee resumes their regular occupation and does each main duty for less than six months, a recurrent disability will be part of the same disability.
6. An employee who exhausts the one hundred (100) consecutive working day draw from the Short Term Disability Program is not eligible for the Short Term Disability Program until the employee has returned to work and completed not less than one (1) full year on the job.
7. This program is available to all eligible seniority bargaining unit members. Probationary employees are not eligible until they have satisfactorily completed the forty-five (45) working day probationary period and signed an enrollment card.

8. The first thirty (30) consecutive working days of absence due to a disability shall not be covered by the Short Term Disability Program. The thirty (30) working day window period must be satisfied prior to becoming eligible for payment from the Short Term Disability Program for each incident.
9. Employees wishing to participate in the Short Term Disability Program must make formal application to the Short Term Disability Committee prior to the expiration of the thirty (30) working day window period. A medical report fully certifying the disability must accompany the formal application for withdrawal from the Short Term Disability Program, which will be made in duplicate, the original to be filed with the Employee Benefits Office in the Human Resource Office. A duplicate will be kept on file by the union's committee of the Short Term Disability Program.
10. A member of the Short Term Disability Program on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the Short Term Disability Program and may use these non-compensable days to satisfy the window period of this program.
11. An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job-injury.
12. Payment from the fund does not qualify an employee as being at work for the purpose of accruing/earning sick leave, vacations, or benefits computed on the basis of the number of days in a month the employee receives compensation.
13. Medical reports fully certifying disability must accompany the request for absence leading to the utilization of the Short Term Disability Program. Additional medical reports will be required to be filed with the Employee Benefits Office in the Human Resource Office each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.
14. The Short Term Disability Program will be funded with equal payments on September 1 of each year the contract is in effect. The amount of each payment shall be determined by the skilled trade mechanic's average hours of their regular daily assignment as recorded during the final full payroll period of the preceding school year. The dollar amount of each payment shall be computed by multiplying the above aggregate number of hours times \$.06 per hour. If the fund is depleted during any year (September 1st - August 31st), payments will be discontinued for the remainder of that year and members of this unit shall have no claim or recourse to establish compensation from the Short Term Disability Program. If there is a balance in the fund at the end of the fiscal year, this balance will be added to the next scheduled funding payment.
15. The union will collect enrollment cards that must be forwarded to the Employee Benefits Office. A duplicate will be kept on file by the Short Term Disability Union Committee.

16. The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union bargaining team members will be selected by the Chapter Chair, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office of the Human Resource Office regarding the operation of the Short Term Disability Program. Final authority of the operation and interpretation of the Short Term Disability Program shall be vested in the Board of Education.
17. An employee on lay off, or a non-disability non-compensated leave of absence shall not be able to receive compensation days from the Short Term Disability Program.
18. Employees who are members of the Short Term Disability Program when laid-off or placed on a non-compensated leave of absence shall be allowed to continue their membership upon return to work or recall.
19. The Short Term Disability Program will be implemented September 1, 1987. The September 1, 1987, date will be the first date of the beginning of the thirty (30) working day window period.
20. The Board of Education shall, in its sole discretion, determine whether or not payments shall be made from the fund and to whom such payments shall be made. Any determination made by the Board shall be final.
21. Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.
22. The Union (including AFSCME Council 25 and Local 1664), in consideration of the Board accepting the obligation to make determinations regarding the fund, agrees to hold the Board, its officers, agents, or employees harmless from any and all liability of any nature whatsoever which may result from any action of the Board relating to the fund, including, but not limited to, the cost of defense of any claim filed against the Board.
23. The Union (including AFSCME Council 25 and Local 1664) agrees, upon request, to defend the Board, its officers, agents, or employees in any suit brought against all or any of them regarding this Article of the master agreement, and to indemnify the Board, its officers, agents or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this Article of the Master Agreement.
24. The Union further agrees that the Board will have no liability with reference to any actions it takes regarding the fund, except for the Board's failure to make the contributions called for in this Article.
25. Employees who are denied payment agree to hold harmless the Union and the Board of Education.



**APPENDIX B**  
**JOB DESCRIPTION**

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## SCHOOL BUS SKILLED TRADE MECHANIC

### JOB DESCRIPTION

#### A. QUALIFICATIONS:

A candidate for the position of school bus skilled trade mechanic must be at least 21 years of age, have the ability to read and understand written instructions and to make written reports. They must complete the following requirements: standard physical examination approval, evidence of citizenship, and birth verification.

#### APPEARANCE:

The candidate should continuously present a neat appearance; well groomed, with clean and appropriate clothing.

#### RELATIONSHIP WITH OTHERS:

The candidate must be able to get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner.

#### EMOTIONAL STABILITY:

The candidate should have patience, considerateness, even temperament, and calmness under stress.

#### CHARACTER:

The candidate must show dependability, initiative, self-reliance, honesty, and moral conduct above reproach. They must have freedom from the use of undesirable language, addiction to narcotics and habit forming drugs and the use of alcoholic beverages. They must avoid the use of substances as mentioned in the D.O.T. regulations.

#### EXPERIENCE:

The candidate should be an experienced and successful skilled trade mechanic, with a minimum of two years previous experience.

**B. DUTIES**

Under the direct supervision of the Head Skilled Trade Mechanic, it shall be the duty of the skilled trade mechanic to:

1. Make weekly, monthly and annual inspection of school buses, or as required, in order to insure a minimum of road failures and a maximum of safety and economy of operation.
2. Report to Head Skilled Trade Mechanic any failure of bus which could make it unsafe for transporting students.
3. Take in-service training courses where possible and practicable.
4. Keep records and make reports as required.
5. Obtain and keep current a chauffeur's license.
6. See that all buses are started, both A.M. and P.M.
7. Back buses out of garage, A.M. and P.M.
8. Repair or tow any bus that fails to operate safely while on route.
9. Repair buses as needed.
10. Co-operate with fellow employees.
11. Perform other duties as assigned by the Supervisor of Transportation or the Head Skilled Trade Mechanic.

## **SCHOOL BUS SKILLED TRADE MECHANIC LEADER**

### **JOB DESCRIPTION**

#### **A. QUALIFICATIONS:**

A candidate for the position of school bus skilled trade mechanic leader must be at least 21 years of age, have the ability to read and understand written instructions and to make written reports. They must complete the following requirements: standard physical examination approval, evidence of citizenship and birth verifications.

#### **APPEARANCE:**

The candidate should continuously present a neat appearance; well groomed, with clean and appropriate clothing.

#### **RELATIONSHIPS WITH OTHERS:**

The candidate should have patience, considerateness, even temperament, and calmness under stress.

#### **CHARACTER:**

The candidate must show dependability, initiative, self-reliance, honesty, and moral conduct above reproach. They must have freedom from the use of undesirable language, addiction to narcotics and habit forming drugs, and the use of alcoholic beverages. They must avoid the use of substances as mentioned in the D.O.T. regulations.

#### **EXPERIENCE:**

The candidate should be an experienced and successful skilled trade mechanic, with a minimum of two years previous experience.

#### **B. DUTIES:**

Under the direct supervision of the Head Skilled Trade Mechanic, it shall be the duty of the skilled trade mechanic leader to:

1. Co-ordinate duties as assigned by the Head Skilled Trade Mechanic.
2. Shall assume responsibility for the night security of building. Skilled Trade Mechanic Leader must sign for keys.
3. Make weekly, monthly, and annual inspection of school buses, or as required, in order to insure a minimum of road failures and a maximum of safety and economy of operation.

4. Report to Head Skilled Trade Mechanic any failure of bus which could make it unsafe for transporting students.
5. Take in-service training courses where possible and practicable.
6. Keep records and make reports as required.
7. Obtain and keep current a chauffeur's license.
8. See that all buses are started, A.M. and P.M.
9. Back buses out of garage, A.M. and P.M.
10. Repair or tow any bus that fails to operate safely while on route.
11. Repair buses as needed.
12. Co-operate with fellow employees.
13. Perform other duties as assigned by the Supervisor of Transportation or the Head Skilled Trade Mechanic.

## HEAD SKILLED TRADE MECHANIC

### JOB DESCRIPTION

#### A. INTRODUCTION

The Head Skilled Trade Mechanic will have general supervision of, and be directly responsible for -- and participate in -- the care, maintenance, and repairs of all school buses and assorted other vehicles. They shall see that all vehicles are maintained in satisfactory and safe condition. They will be directly responsible for the cleanliness and orderliness of the skilled trade mechanic's section of the building and the appropriate equipment.

#### B. QUALIFICATIONS:

A candidate for the position of Head Skilled Trade Mechanic must have demonstrated that they are mentally alert, ambitious, and capable of organizing their day-to-day work in terms of an over-all departmental plan. They should be able to recognize the work which needs to be done, develop an efficient plan for doing it, and carry out this plan. Their character, honesty, and integrity should be above reproach.

They should be able to read and understand written directions and literature in their field and be able to express themselves clearly and concisely, both orally and in writing. A twelfth grade education is preferred. They should seek to acquire extensive training in their field.

#### MECHANICAL EXPERIENCE:

The candidate for Head Skilled Trade Mechanic should be an experienced and successful skilled trade mechanic. Two years experience as a regular skilled trade mechanic and certification in appropriate NIASE categories (or State equivalent) are preferred.

#### APPEARANCE:

The candidate should continuously present a neat appearance; well groomed, with clean and appropriate clothing. They must avoid the use of substances as mentioned in the D.O.T. regulations.

#### LEADERSHIP

The candidate should be capable of instructing other employees in the work of the skilled trade mechanic, and be able to evaluate their work, offering suggestions for improvement.

They should be able to lay out work for others, give directions and supervise the work of others in a firm, yet fair and friendly manner.

## **RELATIONSHIPS WITH OTHERS:**

A candidate for the position of Head Skilled Trade Mechanic must relate well with others. They must have demonstrated they can get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner. Their appearance and manner with the public should reflect industriousness and helpfulness.

### **C. DUTIES:**

It shall be the duty of the Head Skilled Trade Mechanic to:

1. Make weekly, monthly, and annual inspection of school buses, or as required, in order to insure a minimum of road failures and a maximum of safety and economy of operations.
2. Approve or disapprove of school buses for immediate use and make repairs and replacements of parts as necessary; and report to the Supervisor or Director of Transportation mechanical failure of any bus.
3. Take active part in performing mechanical work on all district vehicles.
4. Maintain records and make reports as required of tune-ups, tires, brakes, oil changes, etc.
5. Unlock gates and garage doors in the A.M.
6. Check work performed by the night crew.
7. See that all spare buses are started in A.M. (only when necessary).
8. Assign various duties to garage employees:
  - a) Rotate repair work, assigning most important repairs first.
  - b) Assigning certain vehicle repair work to be done by the afternoon shift in order to keep buses on the road during the day.
  - c) Replace a bus with a spare bus when oil changes must be done during the day.
9. Be responsible for all repair work to the buses and other vehicles before they leave the garage.
10. Recommend and review ordering replacement parts for buses, chassis and gear lube, motor oil, anti-freeze, batteries, gas and oxygen, radiators, heater cores, etc.
11. Maintain records for buses and maintenance vehicles.
12. Supervise the work of garage employees and work with them daily.
13. Perform other duties as assigned by the Supervisor or the Director of Transportation.

## MECHANIC HELPER

### JOB DESCRIPTION

#### A. DUTIES:

Under the direct supervision of the Head Skilled Trade Mechanic, it shall be the duty of the lubrication man to:

1. Make weekly, monthly, and annual inspection of school buses, or as required, in order to insure a minimum of road failures, and a maximum of safety and economy of operation.
2. Report to the Head Skilled Trade Mechanic any failure of a bus which could make it unsafe for transporting students.
3. Take in-service training courses where possible and practicable.
4. Keep records and make reports as required.
5. Obtain and keep a current chauffeur's license.
6. Assist in starting spare buses in the morning.
7. Take a spare bus to place of breakdown on route, whenever needed.
8. Change oil and grease buses.
9. Check brakes (emergency brakes included). Add brake fluid when necessary.
10. Check tires, batteries, tail pipe and exhaust system, clutch, steering, kingpins, springs, radiator, oil filter, air cleaner, windshield wipers, and all lights.
11. Assist in keeping garage clean.
12. Prepare quarts of oil, anti-freeze or water for all buses.
13. Change tires when flat.
14. Wash buses when needed.
15. Do other maintenance and mechanical work as assigned by the Supervisor of Transportation or the Head Skilled Trade Mechanic.

#### B. QUALIFICATIONS:

A candidate for the position of mechanic helper must have the ability to read and understand written instructions and to make written reports. They must complete the following requirements: standard physical examination approval, oath of allegiance, evidence of citizenship and birth verification.

#### C. APPEARANCE:

The candidate should continuously present a neat appearance; well-groomed, with clean and appropriate clothing.

#### D. RELATIONSHIP WITH OTHERS:

The candidate must be able to get along well with their co-workers and their superiors and be able to meet others in a friendly, helpful manner.



**E. CHARACTER:**

The candidate must show dependability, initiative, honesty, and good moral conduct. They must have freedom from the use of undesirable language, addiction to narcotics and habit forming drugs, and the use of alcoholic beverages.

