

AGREEMENT

BETWEEN THE

UTICA COMMUNITY SCHOOLS

AND THE

UTICA FEDERATION OF TEACHERS

JULY 1, 2015 TO JUNE 30, 2016

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ARTICLE I

RECOGNITION

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

ARTICLE II

AGENCY SHOP

ARTICLE III

WORKING CONDITIONS

- 3.1** Bargaining Unit personnel will be paid their regular hourly rate when required to attend open houses, curriculum nights, staff meetings, registration, and/ or recruiting activities.
- 3.2** It is recognized by the Federation and the Utica Community Schools that all staff have a professional responsibility in the general supervision of the school area to preserve property and the welfare of students.
- 3.3** On days when students are excused due to closure of the Utica Community Schools for inclement weather or other emergencies, Adult Education, ESL and Utica Learning Academy personnel will not report and will be paid for their scheduled work hours. Any student instruction days which are canceled and which must be rescheduled in order to comply with the School State Aid Act shall be rescheduled. If an auto plant(s) is closed by the Automaker for inclement weather or other emergencies, auto plant personnel will not report and will be paid for their scheduled work hours.
- 3.4** A fan-out procedure utilizing the telephone and staff shall be established for the purpose of communicating with Bargaining Unit personnel.
- 3.5** Bargaining Unit Personnel may request deletion of their address and phone number from the Staff Directory for privacy.
- 3.6** The Utica Federation of Teachers shall have the right to post notices of activities and matters of the Utica Federation of Teachers' concern. A designated area within the Administrative Service Center will be accessible to staff.
- 3.7** Community Education Department will provide the required textbooks, workbooks and/or teaching materials.
- 3.8** Any teacher has the right to have a representative of the Bargaining Unit Personnel present during the time that the teacher is being reprimanded or disciplined.

ARTICLE IV

GRIEVANCE

- 4.1** **Definition:** Any claim by a member of the Utica Federation of Teachers that there has been a violation or misapplication of the specific and expressed terms of this Agreement shall be a grievance and shall be resolved through the procedure set forth therein.
- 4.1.1** An **Aggrieved Person** shall mean the individual Utica Federation of Teachers member covered by this Agreement.
- 4.1.2** A **Party of Interest** shall mean the union or the individual or individuals making the allegation and/or any individual whom the Utica Community Schools designates to take action to process and attempt to solve the grievance.
- 4.1.3** The term **Days** in this section shall mean unit working days, except where otherwise stipulated.
- 4.1.4** The grievance **Form** for filing and processing a grievance shall be provided to the Utica Federation of Teachers so as to facilitate the grievance procedure. The form shall make provisions for the description of the alleged violation, specific provision of the Agreement and the specific redress requested by the grievant. The form shall make provision for the grievant to state the specific time, place, circumstance and section or subsection of the Agreement allegedly violated.
- 4.2** The following matters shall not be the basis of any grievance filed under the procedure outlined herein: The discharge of a probationary bargaining unit member; any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teacher Tenure Act. In addition, any matter having been processed through the forums outlined herein shall not be the basis for any grievance filed under the grievance procedure.
- 4.3** The number of days indicated at each step of the grievance procedure shall be considered as the maximum to expedite the process. If the grievant fails to comply within the time limit, the grievance shall be considered settled on the basis of the written answer by the responding party. If the responding party fails to comply with the time limit at any step in the procedure, up to and including Step 2, the grievance shall automatically be positioned to the next step pursuant to this

section. The parties may agree to extend the time limit at any step, however, this agreement must be in writing.

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

4.5 **General Principles:**

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

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

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

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

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

4.6 **Grievance Procedure:**

4.6.1 Step 1: Any unit member may discuss an alleged problem with their appropriate administrator within five (5) working days or ten (10) calendar days of the alleged act with the objective of resolving the matter informally.

4.6.2 Step 2: In the event the unit member is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within ten (10) days of the presentation of the grievance, said

teacher may file the grievance in writing with the Association's Grievance Committee with a copy to the appropriate administrator. The appropriate administrator shall initial and date the form before the grievance complaint is filed with the Grievance Committee. If a dispute shall arise as to the time of filing, such initialing shall be conclusive evidence of the date of its receipt. The filing with the Grievance committee and initialing of the copy by the appropriate administrator must occur within the ten (10) days of the alleged aggrieved act. Within ten (10) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance it shall immediately process the claim, in writing, with the appropriate administrator. The appropriate administrator shall meet on the grievance within five (5) days of receipt of the written grievance from the Grievance Committee. This meeting may be attended by not more than the grievant, two representatives of the Union and two representatives of the Utica Community Schools. Within five (5) days from the meeting the appropriate administrator shall render a decision in writing to the grievant.

4.6.3 Step 3: If the grievant is not satisfied with the written response to the grievance at Step 2, the Federation may request a Step 3 meeting with the Human Resources Department for the purpose of resolving the grievance. This meeting must be requested within ten (10) days of the date of the written response at Step 2. The aggrieved individual may not be present unless the Utica Federation of Teachers and the Human Resources Department agree that this presence is necessary.

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

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

4.7.2 The arbitrator shall have no power or authority to add to, subtract from alter or modify the terms of this Agreement nor to change any practice, policy,

or rule of the Board, nor to substitute his/her judgment as to the reasonableness of any such practice, policy or rule. The Arbitrator shall be limited to deciding whether or not there has been a violation of the terms of the Articles, and sections of this Agreement and any binding past practices which exist between the parties. The Arbitrator shall not create obligations and conditions binding on the parties from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

- 4.7.3** The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (.5) by the Federation and one-half (.5) by the Board, and all other expenses shall be borne by the party incurring them.

ARTICLE V

TEACHING ASSIGNMENTS

- 5.1** All vacant teaching positions will be posted. Any member who is certified and qualified may apply for the position.

ARTICLE VI

SENIORITY

6.1 **Bargaining Unit Seniority**

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

6.2 Seniority List

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

6.3 Loss Of Seniority

- 6.3.1** A bargaining unit member shall lose his/her seniority for the following reason(s):
- (a)** Resignation or retirement.
 - (b)** Discharged.
 - (c)** Falsification of employment records, including the pre-employment application, either by design or omission.
 - (d)** Being in violation of any of the policies of the Utica or State of Michigan Board of Education or any State or Federal law.
 - (e)** Failure to respond to a recall notice.
 - (f)** Revocation of State of Michigan Teacher Certification.
 - (g)** Failure to report for recall.
 - (h)** Failure to report on the date identified for the purpose of bidding on class schedules.
 - (i)** No longer carried on the recall roster.

ARTICLE VII

LEAVES OF ABSENCE

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

7.5 **Compensated Leaves**

7.5.1 **Bereavement:**

- 7.5.1.1 Leave up to a maximum of four (4) normally scheduled working days, when required, may be granted in the case of the teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grand parents, or members in the employee's immediate household.
- 7.5.1.2 The number of hours to be approved will depend on the travel, circumstances and date of funeral.
- 7.5.1.3 Four (4) working days shall not be regarded as the norm.
- 7.5.1.4 Proof of relationship and date of funeral may be required.
- 7.5.1.5 Reference to in-law shall be for current marriage.

7.6 **Jury Duty:**

- 7.6.1 Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of wages, including evening classes, provided a statement from the court certifying the days and time of service is filed with the Human Resources Department.

7.6.2 The individual will remit to the Utica Community Schools the amount of wage compensation received for such duty from the court.

7.6.3 The individual may retain any and all monies received from the court designated as expenses for jury duty.

7.7 **Worker's Compensation**

7.7.1 As prescribed by the State of Michigan

7.8 **FMLA**

7.8.1 Any leaves mentioned above which qualify for the Family Medical Leave Act shall run concurrently.

ARTICLE VIII

LAY-OFF

8.1 The term lay-off used herein shall mean the reduction in staff.

8.2 Bargaining Unit personnel shall not accrue seniority while on lay-off.

8.3 **Adjustment to Compensation**

8.3.1 A teacher who is laid off and who is paid unemployment benefits by Utica Community Schools during the summer immediately following the lay-off and who is subsequently recalled to a position during the next school year shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess.

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

ARTICLE IX

NO STRIKE

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

ARTICLE X

WAGES

Teacher	Step	2015-2016
	1	23.92
	2	24.39
	3	24.86
	4	25.49
	5	26.52
	6	27.05
	7	27.60
	8	28.16
ACADEMIC ADIVSOR		28.75

*For 2015-2016, full step movement will be applied for those eligible. For those at the top step and ineligible for movement, a one time \$250 off schedule payment to be provided in December 2015.

PREP TIME

Utica Learning Academy Teachers shall receive one-half hour paid prep time for one class, one hour paid prep time for two classes or one and one half (1 ½) hour paid prep time for three classes.

Adult Education and ESL Teachers shall receive one-half hour paid prep time per class (3 ½) hours.

When required to prepare final grades and/or progress reports, teachers shall be compensated for their time to the maximum of two (2) hours per marking period.

MINIMUM CALL-IN

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

RECORDS DAY

When required to prepare final grades and/or progress reports teachers, shall be compensated for their time to the maximum of two (2) hours per marking period.

TRAVEL

When it is necessary for an employee to use a private automobile to attend or make possible a function of the school's activities or to further the objectives of the program, a mileage rate shall be reimbursed to the employee. The mileage rate shall be the IRS approved allowance.

HOLIDAY PAY

Each employee who works a full year shall be entitled to two (2) days of holiday pay. Payment will be made each semester; one (1) day will be paid each semester.

ADVANCED DEGREE

Teachers and Academic Advisors who have a Master's degree on file with the Human Resources Department shall receive a payment of \$500.00. Such payment will be made on the final pay date in June.

OTHER COMPENSATION

Each employee shall be entitled to four (4) days of compensation based on weekly scheduled hours; two (2) days will be paid each semester.

ARTICLE XI

COMPENSATION

11.1 Payroll deductions may be made for the following:

11.1.1 Utica Community Schools Foundation

11.1.2 Direct Deposit – multiple banks/credit unions

- 11.1.3** 403b and 457 Investment Plans
 - Tax Deferred Payments – Buying years of service for Retirement
 - United Way
 - Michigan Education Savings Plan - MESP

11.2 Subbing:

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

11.3 Retirement Contribution

- 11.3.1** The Board of Education will contribute the employer’s share as required by the State of Michigan. The employee will contribute their share for MIP membership as required by the State of Michigan.

11.4 Professional Development

- 11.4.1** Any bargaining unit member who has prior approval from the Director of Community Education and registers for a professional development activity, including those offered through Utica Community Schools shall be entitled to a reimbursement of up to \$200 annually upon submission of documentation indicating satisfactory completion of the course. Community Education classes will be fully reimbursed.

ARTICLE XII

HEALTH INSURANCE

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

Employees who work twenty-four (24) or more hours per week shall be entitled to elect the healthcare and vision coverage plan selected for this employee group. The District shall pay 50% of the cost of single person coverage or \$200.00 per month, whichever is greater. The District will pay one hundred percent (100%) of the cost toward a vision plan equal in nature to NVA-2. The balance of the premium for the selected coverage shall be the responsibility of the employee. The employee may elect to pay his/her portion of the premium with pre tax dollars by selecting the deduction through the District’s Section 125 Plan. Employees who work twenty-four (24) or more hours per

week shall be eligible for \$10,000 group term life insurance coverage, including accidental death and dismemberment.

The carrier for coverage shall be determined by the Board of Education.

ARTICLE XIII

EMERGENCY MANAGER

- 13.1** 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.
- 13.2** The parties did not mutually agree on this provision. By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. The Union reserves the right to assert, where appropriate, that this clause is not enforceable.

SENIORITY LIST

UTICA FEDERATION OF TEACHERS ALPHA

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

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

DURATION OF AGREEMENT

Duration of Agreement: This agreement shall be effective as of July 1, 2015 and remain in effect until June 30, 2016, unless otherwise specified and upon final ratification of the parties.

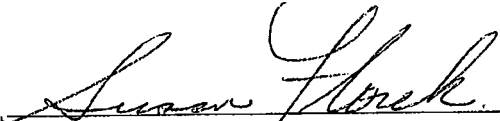
There shall be no retroactivity on Article XII. Coverage will begin after the employee enrolls.

NONDISCRIMINATION

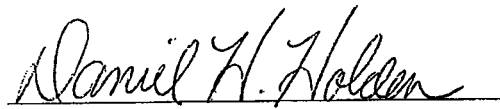
In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities act of 1990, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, it is the policy of Utica Community Schools that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Executive Director of Human Resources at Utica Community Schools, 11303 Greendale, Sterling Heights, MI 48312 or call (586) 797-1000.

UTICA COMMUNITY SCHOOLS
UTICA FEDERATION OF TEACHERS

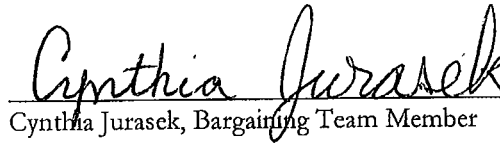
Agatha Butts-Dier, AFT Michigan, Field Rep



Susan Florek, President




Daniel H. Holden, Bargaining Team Member




Cynthia Jurasek, Bargaining Team Member

BOARD OF EDUCATION
UTICA COMMUNITY SCHOOLS,
MACOMB COUNTY, MICHIGAN

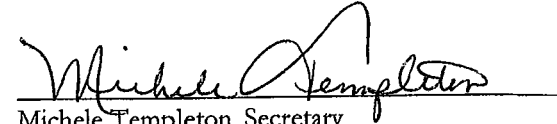


Carol Klenow, Ed.D., President

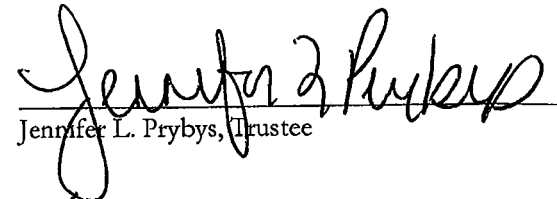


Gene L. Klida, Vice President

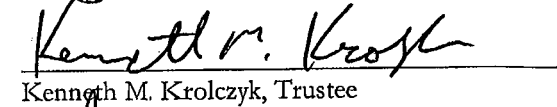
Robert A. Ross, Ph.D., Treasurer



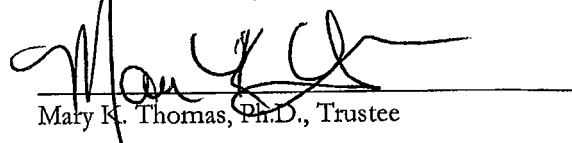
Michele Templeton, Secretary



Jennifer L. Prybys, Trustee



Kenneth M. Krolczyk, Trustee



Mary K. Thomas, Ph.D., Trustee