

**UTICA COMMUNITY SCHOOLS  
SKILLED TRADES AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION,  
UAW,  
ITS LOCAL 400**

**AND**

**UTICA COMMUNITY SCHOOL  
DISTRICT**

**EXPIRES JUNE 30, 2016**

## Contents

Article 1 – Designation of Parties .....	5
Article 2 – Preamble.....	5
Article 3 – Recognition .....	5
Article 4 – Management Rights .....	6
Article 5 – Employee Rights and Responsibilities .....	6
Article 6 – Union Representation and Rights .....	7
Article 7 – Aid to Other Unions.....	9
Article 8 – Union Security.....	9
Article 9 – Dues Check Off.....	10
Article 10 – Labor Management Meetings .....	10
Article 11 – Supplemental Agreements .....	11
Article 12 – Grievance Procedure .....	11
Section A. Initiation of a Grievance .....	12
Section B. Grievance Steps .....	12
Article 13 – Personnel Files and Discipline .....	15
Article 14 – Seniority .....	16
Section A. Determination.....	16
Section B. Probationary Employees .....	16
Article 15 – Seniority List .....	17
Section A. Posting.....	17
Section B. Determination.....	17
Section C. Adjustments to Seniority .....	17
Article 16 – Loss of Seniority .....	18
Article 17 – Assignment .....	19
Section A. Work Assignment.....	19
Section B. Temporary Assignment.....	19
Section C. Determination of Permanent Vacancy .....	19
Section D. Notification Requirements.....	19
Article 18 – Job Postings .....	20
Section A. Posting Notice.....	20
Section B. Applying for Vacancies.....	20
Section C. Notification of Decision .....	20
Section D. Union Notification of Changes .....	21
Section E. Union Notification of Step Adjustments.....	21
Section F. Temporary Employees .....	21
Article 19 – Transfer and Promotion .....	22
Section A. Promotion.....	22
Section B. Voluntary Transfer/Promotion .....	22
Section C. Temporary Transfers .....	23
Section D. Involuntary Transfers .....	24
Section E. Procedure while on Leave.....	24
Article 20 – Lay-Off .....	24
Section A. Determination of Need .....	24
Section B. Definition .....	24
Section C. Notice.....	24

Section D. Super-seniority.....	25
Section E. Involuntary Transfers .....	25
Section F. Effect of Vacancies.....	26
Article 21 – Recall .....	26
Section A. Recall List .....	26
Section B. Recall Rights.....	26
Section C. Notice.....	26
Section D. Failure to Return to Work.....	27
Article 22 – Work Schedule.....	27
Section A. Work Week .....	27
Section B. Work Schedule.....	27
Section C. Breaks.....	27
Section D. Shifts.....	27
Section E. Shift Premium .....	28
Section F. Sunday/Holiday Premium.....	28
Section G. Computation of Overtime.....	28
Section H. Overtime .....	28
Section I. District Closure .....	29
Article 23 – Working Provisions .....	29
Section A. Uniforms.....	30
Article 24 – CDL Licensing.....	31
Article 25 – Health and Safety .....	33
Section A. Emergency Plans.....	33
Section B. Unsafe or Hazardous Conditions .....	33
Section C. Vaccinations .....	33
Section D. Emergencies.....	33
Article 26 – Continuing Education .....	33
Article 27 – Workers Compensation.....	34
Article 28 – Compensation.....	34
Section A. Licenses.....	34
Section B. Classifications and Job Titles.....	35
Section C. Salary Schedules.....	36
Section D. Shift Premium .....	36
Section E. Longevity.....	36
Section F. Minimum Pay .....	37
Section G. Outside Experience .....	37
Section H. Journeyman's Card Incentive Program.....	37
Article 29 – Benefits.....	38
Section A. Health and Life Insurance .....	38
Section B. Long Term Disability Insurance.....	40
Section C. Dental Coverage.....	40
Section D. Vision Care .....	41
Section E. Insurance Coverage for Leaves of Absence .....	41
Article 30 – Paid Leave .....	42
Section A. Sick Leave .....	42
Section B. Personal Leave .....	43

Section C. Business Leave .....	44
Section D. Funeral Leave .....	44
Section E. Judicial Obligations .....	45
Article 31 – Unpaid Leave .....	46
Section A. Leave of Absence .....	46
Section B. Disability Leave .....	46
Section C. Prolonged illness in the immediate family .....	46
Section D. Consent Leave.....	47
Section E. Military Leaves .....	47
Section F. Career Change Leaves .....	47
Section G. Union Notification .....	48
Section H. Family Medical Leave Act .....	48
Article 32 – Short Term Disability Insurance .....	48
Article 33 – Holidays .....	53
Article 34 – Vacation .....	53
Section A. Eligibility .....	53
Section B. Earning Credits .....	53
Section C. Seniority.....	54
Section D. Holidays .....	54
Section E. Illness.....	55
Section F. Payment upon Seperation.....	55
Section G. Rate .....	55
Section H. Maximum Accrual .....	55
Section I. Minimum Monthly Requirement.....	55
Section J. Usage .....	56
Section K. Notification Requirements .....	56
Article 35 – Retirement .....	56
Article 36 – No Strike No Lockout .....	56
Article 37 – Ratification .....	57
Article 38 – Amendments, Severability and Termination.....	57
Article 39 – Letters of Understanding.....	58
Article 40 – Job Descriptions .....	65
Painter Leader.....	65
Painter .....	67
Plumber Leader.....	68
Plumber.....	70
Carpenter Leader .....	72
Carpenter .....	74
Heating And Ventilation Leader.....	76
Heating And Ventilation Technician.....	78
A.V. Repair Leader.....	79
A.V. Equipment Technician .....	81
Electrical Leader.....	83
Electrician.....	85
Skilled Trades Helper .....	87
Building Automation System Technician .....	88

## **Article 1 – Designation of Parties**

On this 1<sup>st</sup> day of July, 2012, at Sterling Heights, Michigan, the Utica Community School District located at Sterling Heights, Michigan, hereinafter designated as the “Employer”, and The International Union, UAW and its Local 400, hereinafter designated as the “Union”, agrees as follows:

## **Article 2 – Preamble**

It is the general purpose of this agreement to promote the interests of the School District, its students and its employees, and to provide for the efficient operation of the School District under methods which will further the safety of students and employees, cleanliness, the care of property and equipment, cooperation, teamwork and avoidance of interruptions to the instructional program. The parties to this agreement will cooperate fully to secure the advancement of these purposes.

## **Article 3 – Recognition**

**Section A** The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Act 279, Public Acts of Michigan, 1965, for all Utica Community Schools Skilled Trade Personnel as specified in Section 2 of this Article

**Section B.** The term “Union”, when used hereinafter in this agreement shall include all skilled trades personnel including those holding the following job classifications: Painter Leader, Painter, Plumber Leader, Plumber, Carpenter Leader, Carpenter, Audio-Visual Leader, Audio-Visual Technician, Electrician Leader, Electrician, Heating and Ventilation Leader, Heating and Ventilation Technician, Building Automation Systems Technician and Skilled Trades Helper.

## **Article 4 – Management Rights**

Except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Utica Community School District, and to hire and direct its employees. These management rights and responsibilities are conferred by the laws and Constitution of the State of Michigan, and inherent in the responsibilities to manage a Public School System, including the right to the executive management and administrative control of the school system and its properties and facilities and activities of its employees during working hours.

Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or Constitution of the State of Michigan and the Public Employment Relations Act. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

## **Article 5 – Employee Rights and Responsibilities**

**Section A** Bargaining unit members shall be entitled to full rights of citizenship. Religious or political activities of any bargaining unit member or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.

**Section B** Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

**Section C** Each employee covered by this bargaining unit accepts the responsibility to strive for excellence in their work, and to take advantage of

opportunities for continually improving their skills and relationships with their co-workers and with the public.

**Section D** Each employee covered by this bargaining unit agrees to uphold policies, rules, regulations, and practices of the Board and this Contract.

**Section E** All employees including those hired prior to January 1, 2006 shall comply with the School Safety Legislation (Public Acts 121 – 139 of 2005) including, but not limited to, compliance with notice provisions, fingerprinting requirement and future amendments. Employee is responsible for the cost of fingerprinting.

## **Article 6 – Union Representation and Rights**

**Section A** It is agreed between the parties that the Union shall determine its representative structure and notify the employer of the structure.

**Section B** The Union will provide the Employer with the names of the Union representatives, alternates and officers upon election or appointment. The Employer will provide the Union with a chain of command chart for processing grievances, naming the individual in each position at the time of the signing of this agreement, and changes when they occur. The Employer will also notify the Union when an alternate will be designated to replace an individual.

**Section C** The Union Chairperson, or his/her designated representative may have two and one-half (2 ½) hours per week at the beginning or end of their shift to address Union business.

**Section D** The Union will be provided up to seven (7) days with pay during the fiscal year for use as determined by the Union Chairperson to perform union

business, including but not limited to, the attendance of union conferences or training workshops.

**Section E** The Employer agrees to provide a designated section of an available bulletin board in the Skilled Trades Department that may be used by the Union.

**Section F** The Union will be permitted the use of District facilities for regular and special meetings of the Union and for committee meetings on Union business, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of premises and without incurring additional cost to the Employer.

**Section G** The Union shall, for the purpose of Union business, have the right to use, on the District premises, equipment, when such equipment is not otherwise in use, provided prior approval is obtained from the building supervisor or his/her representative. Denial of use shall be subject to the grievance procedure.

**Section H** The Union shall be permitted to transact official Union business on District property, provided that this shall not interfere with or interrupt normal school operations and the appropriate administrator grants prior approval.

**Section I** Union members shall have the right to conduct official Union business during their break periods or during their designated lunch periods on school premises.

**Section J.** The Board will provide up to five (5) days for up to three (3) members of the Unit, upon prior notice, to attend the National T.O.P. or Skilled Trades Conferences of the UAW or the UAW Constitutional Convention. The full



cost of this time shall be reimbursed to the District by the Union upon submission of a statement of the cost.

### **Article 7 – Aid to Other Unions**

The Employer 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 8 – Union Security**

**Section A** Membership in the Union shall be open to all skilled trades' employees regardless of age, race, creed, sex, marital status or national origin.

**Section B** Employees of the Utica Community Schools, in positions recognized in the bargaining unit, 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.

**Section C** Employees shall conform to the requirements of section B of this Article within thirty (30) days of entering the bargaining unit.

**Section D** It shall be the responsibility of the Union to notify the Human Resources Department, in writing, when a member of the bargaining unit is in violation of this provision.

**Section E** Failure to comply with the requirements of this Article shall be just cause for termination.

**Section F** The Union shall indemnify and save the Employer harmless against and from any and all claims, demands, legal fees, suits or other forms of liability

that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

### **Article 9 – Dues Check Off**

The Employer will deduct the appropriate amount of dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Union. Monies so deducted will be transmitted to the Union, or its designee, no later than ten (10) days following each deduction.

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

Authorized political action contributions which meet all legal requirements will be deducted from the second pay period each month after authorization forms are received by the Payroll Department.

### **Article 10 – Labor Management Meetings**

Labor-Management meetings for important matters may be arranged between the Union's representative and the designated representative of the Employer upon request of either party. Such meetings shall be arranged between not more than three (3) representatives of the Employer and by not more than three (3) representatives of the Union, unless mutually agreed upon to permit additional representatives. Arrangements for such meetings shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Such requests shall not be unreasonably denied by either party. The Union's members shall not lose time or pay for the time spent for Labor-Management meetings held during working hours.

All items to be considered as agenda items must be submitted three (3) working days in advance of the meeting unless mutually agreed upon.

### **Article 11 – Supplemental Agreements**

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

### **Article 12 – Grievance Procedure**

A “grievance” is any difference that may arise between the parties hereto as to any matter related to pay, wages, hours of employment, discipline, or other conditions of employment or any matter involving the interpretation or violation of any provisions of this Agreement

The Union will, in writing, supply the names of those authorized to process grievances to the District. The Union may change a designated representative by giving written notice to the District. Such change will not affect any grievance in the process.

If either party violates the time limits specified herein at any level, the grievance shall be considered resolved in favor of the party not in violation of the time limits.

A Union representative will be allowed one-half (1/2) hour at the beginning or end of their shift to investigate a grievance upon notification to their immediate supervisor. Such time may be extended if extenuating circumstances exist.

## **Section A. Initiation of a Grievance**

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

## **Section B. Grievance Steps**

In the event of a grievance and a Labor-Management meeting, per Article 10, is held as a means of settling the dispute, time limits for any resulting grievance or step of the grievance process shall be held in abeyance until a disposition from the Labor-Management meeting is received in writing by the Union.

Any time frames within this Article may be extended by mutual agreement of the parties.

A grievance shall be presented to the Employer according to the following steps.

1. Informal
  - a. In the event an employee or the Union has a grievance they must contact the immediate supervisor involved, who together with the employee shall endeavor to solve the problem. Said meeting shall take place within three (3) working days of notification. The employee may have a Union representative with him/her at these informal meetings if he/she chooses.

## 2. Formal

- a. Step 1 - In the event the complaint is not resolved informally, the employee and/or Union must reduce the matter to writing and file it with the Director of Maintenance who shall initial and date the grievance form. The Director will provide the Union a written response within five (5) working days of the receipt of the grievance. Grievance must state the Article, Policy and/or Rule allegedly violated, the issue, pertinent facts, and the desired remedy.
- b. Step 2 – Unresolved grievances from Step 1 above must be filed by the Union with the Human Resources Department within five (5) working days of the receipt of the Administration's written response in the first step. The Human Resources Department shall establish a meeting within the Union within five (5) working days from the receipt of the Union's filing. Either party at this step may use one (1) resource person if necessary. The Human Resources Department will provide the Union a written response within five (5) working days from the date of the meeting with the Union.
- c. Step 3 - Unresolved grievances from Step 2 above must be filed by the Union with the Assistant Superintendent for Human Resources within five (5) working days of the receipt of second step response. The Assistant Superintendent for Human Resources shall establish a meeting within the Union within five (5) working days from the receipt of the Union's filing. The Assistant Superintendent for Human Resources will provide the Union a written response within ten (10) working days from the date of the meeting with the Union.
- d. Step 4 – The Union may, within thirty (30) working days after receipt of the written reply of the Assistant Superintendent for

Human Resources request arbitration by written notice to the Employer. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within thirty (30) days after written notice has been given to the Employer. If the parties fail to agree as to the arbitrator, and arbitrator will be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Contract. Expenses shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at no cost, to the other party.

Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side by Step 3.

### 3. Expedited Arbitration

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

### **Article 13 – Personnel Files and Discipline**

When the Employer is contemplating issuing a disciplinary discharge, suspension, layoff, or a written reprimand, the Union and the employee shall be notified prior to such action taking place and shall have the opportunity to meet with the Employer to discuss the circumstances leading to the action being contemplated. The Union and the member shall have an opportunity to state their perspective on the circumstances and to offer any mitigating circumstances for the Employer to consider before issuing such discipline. The concept of just and reasonable cause shall apply.

Disciplinary documents shall be removed from the employee's file after twenty-four (24) months upon request of the employee.

A bargaining unit member has the right to review the contents of his/her personnel file and to have a representative of the Union present. Such review will be scheduled in advance.

No adverse material originating after initial employment will be placed in a bargaining unit member's personnel file unless the member has been provided with copies of the material and any complaint has been validated by the Employer. Complaints against the member shall be put in writing with the names of the complainants. No anonymous complaints shall be permitted. The 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. In any instance where the adverse material may be given to any party, the member's response must be given at the same time and attached to the relevant material. When adverse material is placed in a member's file, the 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.

## **Article 14 – Seniority**

### **Section A. Determination**

Seniority shall be applied to bargaining unit members on the following basis:

First by – Classification

Second by – System-wide (UAW – unit date of hire)

1. UAW system-wide date seniority shall be determined for each employee effective his/her first day assigned to a permanent position now within the UAW Skilled Trades Unit.
2. If members are tied after this, the tie shall be broken by taking the last four (4) digits of their Social Security Number with the highest number being considered to have the highest seniority.

### **Section B. Probationary Employees**

The probationary period for new hires shall be the first forty-five (45) working days of their employment and shall be extended to the extent of any absences during that period. New hires shall be entered on the seniority list and shall rank for seniority from the original UAW date of employment.

1. It is agreed that in order to provide additional time for a probationary employee to adjust to the new circumstances relative to his/her employment, the District may extend the probationary period forty – five (45) working days, for a total of ninety (90) working days.



2. Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period.
3. Probationary employees shall not have access to the grievance procedure for District imposed discipline, including discharge, as they are to be considered at-will employees until the conclusion of the probationary period(s).

## **Article 15 – Seniority List**

### **Section A. Posting**

The Seniority List shall be posted in a central location and a copy provided to the Unit Chairperson annually on December 1 and will list all employees of all job classifications by name, job title, and seniority rank.

### **Section B. Determination**

An employee shall be accorded seniority according the Article 14.

Race, sex, marital status, color, religious creed, age, ancestry, or dependents of an employee will not affect seniority.

### **Section C. Adjustments to Seniority**

Once the Seniority List is published, it shall be open for challenge for fifteen (15) working days.

## **Article 16 – Loss of Seniority**

An employee shall lose his/her seniority for the following reasons:

1. He/she quits or retires.
2. He/she is discharged and discharge is not reversed through grievance proceedings.
3. He/she fails to return to work within ten (10) working days after the issuance by the employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records, unless there are extenuating circumstances as determined by the Employer. Such decision shall be subject to the grievance procedure. It is the employee's full responsibility to advise the Employer and Union of any change of address.
4. He/she is absent from work three (3) consecutive working days without advising the Employer or giving satisfactory reasons to the Employer for such absence.
5. He/she overstays a leave of absence, unless there are extenuating circumstances.
6. He/she gives a false reason for a leave of absence.
7. He/she engages in other employment during such leave, except as provided in Article 31- G "Career Change Leaves".

## **Article 17 – Assignment**

### **Section A. Work Assignment**

Employees will be assigned work in accordance with the needs of the Board. When activities or workloads appear to be excessive, the employee shall have the right to a special conference with his/her immediate supervisor, with Union Representation.

### **Section B. Temporary Assignment**

When an employee works in a higher classification, he/she will be paid the rate of the higher classification. When an employee works in a lower classification, he/she shall suffer no loss of pay.

### **Section C. Determination of Permanent Vacancy**

When a permanent position is vacant and has been posted in accordance with Article 18 and the vacancy still exists, the Employer may fill the position on a temporary basis by a substitute. A substitute shall be defined as a person with the necessary qualifications and skills to fill the position on an ongoing basis. The position will be posted during the time there is a temporary employee. This will extend until the position is filled.

### **Section D. Notification Requirements**

The Union will be notified of the hiring of all temporary personnel employed to do bargaining unit work.

The Union shall be notified in writing when other than bargaining unit members or temporary employees hired to fill a vacancy will perform any bargaining unit work

or assignment which has traditionally been performed by members of the Maintenance department.

## **Article 18 – Job Postings**

### **Section A. Posting Notice**

All vacancies and newly created jobs within the UAW Bargaining Unit; shall be posted listing the specific requirements of the position for a period of seven (7) work days. Each employee in the bargaining unit who requests in writing to the Human Resource Office shall receive notice at his/her last known address if he/she is not in service at the time of the posting. The Board retains the right to determine the qualifications for any vacancies and those qualifications shall be, at a minimum, the same as those in the corresponding job description within this contract if one exists.

### **Section B. Applying for Vacancies**

Employees interested in the vacancies shall apply in writing within the seven (7) day posting period.

Interviews shall be granted within ten (10) workdays to applicants on a seniority basis. Interviews shall cease upon selection of a candidate for the posted position.

### **Section C. Notification of Decision**

Notification, in writing, shall be made to the selected applicant and to those not selected within five (5) work days after the selected applicant begins their new position.

#### **Section D. Union Notification of Changes**

The Unit Chair will receive notification of all postings, applicants, personnel changes and new hires within the UAW bargaining unit at the same time payroll is notified.

#### **Section E. Union Notification of Step Adjustments**

Salary step(s) granted to newly hired, transferred, promoted or demoted bargaining unit personnel will be provided to the Unit Chairperson.

#### **Section F. Temporary Employees**

In the event that a member of the bargaining unit is granted a leave of absence, is temporarily disabled, or is seeking Workers Compensation Benefits, the Employer may use a “temporary employee” to perform the duties of the employee for the length of time the employee is absent from work. Temporary employees may also be used to assist a member who has returned to work with “restricted duty.

The Employer must submit to the Union the name, classification and projected length of absence of the employee on leave. All information shall be provided in compliance with HIPPA regulations. This language in no way waives any rights under HIPPA.

The Employer must submit to the Union the names, classification, qualifications for the job, and projected length of employment of all temporary employees.

The temporary employee will be subject to the provisions of Article 8 of this Agreement.

## **Article 19 – Transfer and Promotion**

### **Section A. Promotion**

A “promotion” is an upward change in classification which results in additional compensation. An employee applying for a leader position must have a minimum of four (4) years experience with Utica Community Schools.

The employee receiving the promotion shall receive a forty-five (45) working day trial period in the new position. During the trial period, the employee shall receive the rate of pay for the job he/she is performing.

### **Section B. Voluntary Transfer/Promotion**

In filling vacancies the Employer agrees to give due weight to the experience, competency, attendance, work record, and other posted qualifications and skills of all applicants, in conjunction with their classification standing and length of service in the District. The Employer declares its support of a policy of promotion from within its own UAW Bargaining Unit staff.

When the experience, competency, attendance, work record, and other posted qualifications and skills of the two or more applicants are relatively equal, the most senior applicant will be awarded the position.

Probationary employees shall not be eligible to apply for another promotion or voluntary transfer until the probationary period has been satisfied.

If an employee’s request for a transfer is granted, they must remain in this position for at least one calendar year. A transfer does not, however, prohibit the transferee from promotion.

The employee shall have the right, during the trial period (promotion or voluntary transfer), to revert to his/her former assignment title position if he/she so desires, and to his/her former job assignment if that job assignment has not been eliminated. In addition, the employer shall have the right to revert the employee to his/her former assignment title and location if in the opinion of the employer, the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee with a copy to the Union.

If an employee accepts 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 twelve (12) months. Upon return, 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 Employer will be counted in computing the employee's fringe benefits. In no case will seniority rights be protected for employees promoted outside the bargaining unit for a period of time longer than their total accumulated seniority at the time of the promotion/transfer, but no longer than one (1) year.

### **Section C. Temporary Transfers**

Temporary transfers within the bargaining unit shall be allowed for training purposes or to meet an emergency. Employees so transferred shall receive the rate of pay, whichever is higher, between their former job rate or the rate of pay for the job to which they are transferred. A transfer of this type is considered temporary in nature and shall last only to the extent of the emergency.

## **Section D. Involuntary Transfers**

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

Involuntary transfers due to layoff and/or reductions are pursuant to Article 20 Section E.

## **Section E. Procedure while on Leave**

Employees on vacation, sick leave, or leave of absence shall have the responsibility of notifying the Human Resource Office of their interest in promotional opportunity. Those employees so notifying the Human Resource office shall receive notice of vacancies by mail.

## **Article 20 – Lay-Off**

### **Section A. Determination of Need**

The Union recognizes the exclusive right of the Board to determine personnel cuts.

### **Section B. Definition**

The word “lay-off” means a reduction in the working force.

### **Section C. Notice**

The School District will provide the affected employee(s) and the Union with ten (10) working days notice prior to any layoff.



1. Temporary, new-hire probationary and part-time employees will be the first employees laid off.

#### **Section D. Super-seniority**

For the purpose of layoff, the Unit Chair and Stewards shall be considered to be at the top of the seniority list for their classification during their term of office, with the Chair being the highest. The Union will provide to the District a written list of those representatives designated under this section.

#### **Section E. Involuntary Transfers**

Seniority employees involuntarily transferred due to a reduction shall, providing they meet necessary qualifications:

1. Have the right to accept the lay-off instead of exercising their right to bump.
2. Have the right to bump, within the classification being reduced, the least senior employee holding a job for which they are qualified. If they are not qualified for the job held by the least senior employee in the classification, they may bump the next lowest senior employee within the classification and continue until they have a job within the classification.
3. If the employee is without sufficient seniority to bump into a position, the employee shall be laid off if he/she remains without an assignment after completion of the bumping process.

## **Section F. Effect of Vacancies**

When a vacancy occurs that would allow an employee affected by reduction in work force to remain in his/her appropriate classification, that employee shall be required to accept that assignment provided there is no change in annual pay, prior to exercising his/her rights as stipulated in Section E above.

## **Article 21 – Recall**

### **Section A. Recall List**

Employees laid-off through the procedures specified in Article 20 shall be maintained on a recall list for a period of at least 2 (two) calendar years from the date of displacement or for a period equal to their system-wide seniority, whichever is longer.

### **Section B. Recall Rights**

Laid-off employees shall be recalled in the inverse order in the layoff. The most senior employees shall be recalled to the first opening in the classification position for which he/she had been reduced from providing they meet the necessary qualifications.

### **Section C. Notice**

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) working days after delivery or proof of non-delivery.

## **Section D. Failure to Return to Work**

If an employee fails to report for recall, he/she shall be considered to have resigned their position, absent extenuating circumstances.

## **Article 22 – Work Schedule**

### **Section A. Work Week**

The normal work schedule shall be Monday through Friday. The normal workweek for computation of overtime is Monday, 4:00 a.m. to Monday, 4:00 a.m.

### **Section B. Work Schedule**

The regular full working day shall, for the first, second and third shifts consist of eight hours per day with a minimum of one-half (1/2) hour off for uninterrupted lunch, not included in the eight hour work period. Every shift shall have a definite starting time and quitting time for each department.

### **Section C. Breaks**

Each Bargaining Unit member will have a fifteen (15) minute break in both the first and second half of their shifts, time to be agreeable with his/her immediate supervisor.

### **Section D. Shifts**

All shifts shall be established at the beginning of each school year and will remain in effect (except in emergencies, establishing of double shifts or any change, etc.) for the duration of the year.

### **Section E. Shift Premium**

For the purpose of determining shift premium, the following will apply:

1. First shift is any shift that starts on or after 4:00 a.m., but before 9:00 a.m.
2. Second shift is any shift that regularly starts on or after 9:00 a.m. but before 7:00 p.m.
3. Third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

### **Section F. Sunday/Holiday Premium**

All hours worked on Sunday shall be compensated at double time. Double time will be paid for all hours worked on holidays plus holiday pay.

### **Section G. Computation of Overtime**

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

### **Section H. Overtime**

1. Overtime hours shall be divided as equally as possible among employees in their job classification.
2. A seniority employee transferred from one job classification to another shall be charged with the highest number of hours of the workers in that classification and from that point assume their regular overtime turn.
3. A probationary employee shall be placed at the bottom of the overtime list and upon completion of their probationary period be credited with the

highest number of hours of the workers in that classification and from that point assume their regular overtime turn.

4. If an employee is absent or refuses overtime, he/she shall be charged the number of overtime hours they would have worked.
5. Emergency in-trade overtime lists will be maintained and updated as necessary by the Leaders or acting Leaders. All lists shall be kept within the Control Room.
6. Members working overtime will not be required to work more than twelve (12) hours in any one shift.

### **Section I. District Closure**

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

### **Article 23 – Working Provisions**

An Employee may, on occasion such as vacations or periods of illness, do the tasks listed for other employees within their job classification.

The Skilled Trade Leaders are charged with the operational responsibility of their assigned departments, along with the proper scheduling of work and other related duties necessary for the efficient operation of the department as may be assigned by their supervisor.

Emergency status occurs when there is an accident that is beyond the control of the school district and is for a short period of time. In no case shall emergency status 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.

From time to time, the Employer may establish or revise its rules and regulations governing the employees. When new rules are established or existing rules revised, they shall be posted prominently on all bulletin boards for a period of ten (10) working days before becoming effective. The Union shall be given prior written notice of all additions and changes to such rules and regulations and an opportunity to meet and discuss.

The Employer shall prepare and post on the bulletin board, at least once a year, a listing of all rules and regulations.

Painters will report to Maintenance, in uniform, by the start of their scheduled shift. They will leave the TMG location within fifteen (15) minutes of the start of their scheduled shift unless directed otherwise by an administrator. The purpose of this reporting is to handle any necessary paperwork and to drop off and/or pick up uniforms. It is expressly understood that they will not be reimbursed for mileage to their work locations.

Employees required to use their own vehicles to travel from the Skilled Trades Department to and from their work sites will be reimbursed by the district at the current rates established by the District.

### **Section A. Uniforms**

Uniforms shall be provided by the Employer to Skilled Trades personnel every two years.

There shall be eleven (11) shirts (choice between long sleeve, short sleeve, and/or polo style), two (2) t-shirts, and eleven (11) pants issued to Skilled Trades

personnel with five (5) set changes per week. Five (5) coveralls, for plumbers and H. &V. employees, two (2) for all others. Employees will be allowed a choice of cotton uniforms or polyester uniforms. Coveralls are to be worn outside or when the employee believes it is appropriate for indoor work. These coveralls may be obtained in addition to regular uniforms for Skilled Trades employees if requested. Recognizing that employees have differing uniform needs, the foregoing may be adjusted.

Employees may request adjustments in writing. These requests are to be sent to the Director of Maintenance who shall make the final determination.

Uniforms shall be required of employees while on duty.

All Skilled Trade personnel must wear an acceptable safety shoe while on duty. Standards will be developed by the administrator in consultation with Union leadership. An employee will receive reimbursement each fiscal year for the purchase of approved industrial oxfords or approved industrial high cuts. The reimbursement will be made after presenting proof of purchase. An employee may be exempt from the mandate to wear work shoes if the District can confirm a medically necessary condition from a medical doctor that the employee should not wear work shoes. Such employees are not eligible for payment as provided in this article. The amount of reimbursement shall be no more than \$125.00.

#### **Article 24 – CDL Licensing**

The purpose of this Article is to insure that the Skilled Trades Department has sufficient personnel in each trade classification licensed to operate school district equipment that does, or may, require a Commercial Driver's Licensing.

The District shall determine how many employees from each classification will be required to secure a Commercial Driver's License (CDL) if there is additional equipment which requires the operator to have a CDL. As of July 1, 2000, the requirement is at least one person in each trade, except electricians.

In the electrician trade all employees who hold a CDL as of 4/01/01 will be required to keep and have a CDL. All new hires in the electrician trade will be required to secure and hold a CDL as a condition of employment. The electrician leader is required to hold a CDL.

The District will initially ask for volunteers in order to secure the required number in each classification. If there are insufficient volunteers, then employees will be required, in inverse seniority, until the required number is met.

The Board of Education shall pay for the training and cost of the test for the employee to receive an initial CDL license pursuant to this Article. Any costs to maintain the license or to add required endorsements will be borne by the Board of Education.

The Board of Education has the right to decide to have the individual who failed the test for CDL Licensing to retake the test or select the next senior employee. Employees required to have a CDL shall be paid \$200.00 per year upon issuance and renewal of the CDL.

Employees in the Skilled Trades Department who are in possession of a school district sponsored CDL license shall be subject to the Department of Transportation Random Drug and Alcohol Testing Program.



## **Article 25 – Health and Safety**

### **Section A. Emergency Plans**

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

### **Section B. Unsafe or Hazardous Conditions**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions in the work place. If the employer and the bargaining unit member disagree as to the safety of working conditions, an outside third party will be brought in, e.g. OSHA, to determine the safety of the workplace.

### **Section C. Vaccinations**

Hepatitis A vaccinations will be provided to all current skilled trades employees and to new skilled trades hires after completion of the probationary period.

### **Section D. Emergencies**

In the event of an emergency, procedures to be followed are described in the Utica Community Schools Crisis Management Plan.

## **Article 26 – Continuing Education**

Should the Employer require a member to take a Skilled Trades course, or if the employee is approved for a course related to their trade, the Employer shall reimburse the member for all costs incurred with said training.

## **Article 27 – Workers Compensation**

Each employee shall be covered by the applicable Workers' Compensation laws.

In the event of an on-the-job accident in which the employee is entitled to benefits under the Workers' Compensation Act, the balance of the employee's average weekly earnings not covered by Workers' Compensation shall be covered by sick leave pay, and this portion (sick leave) only to be deducted from the employee's accumulated sick leave. The portion of sick leave to be deducted will be one sick day for every three (3) days covered based on the employee's regular daily rate.

An employee unable to work due to an on-the-job injury must obtain appropriate leave of absence in accordance with the appropriate article of this agreement.

## **Article 28 – Compensation**

The anniversary date of hire shall be used for calculating incremental increases.

### **Section A. Licenses**

Skilled Trades employees who hold the following licenses and present evidence of such license to his administrator shall receive \$20.00 per month for each month they hold the license and are paid the majority of the scheduled work days: Fire Suppression, Fire Alarm, Boiler Installer/Operator, Duct Work Installation, HVAC Equipment Installation, Hydronic Heating and Cooling, Refrigerant Transition and Recovery, Refrigeration Operation, Electrical, Plumbing, Builder's, and a Restricted Radio-Telephone Operator permit. No employee shall be paid for more than one license in any one month.

## **Section B. Classifications and Job Titles**

### Painting

Painter  
Painter Leader

### Plumbing

Plumber  
Plumber Leader

### Carpentry

Carpenter  
Carpenter Leader

### Audio-Visual

Audio-Visual Equipment Technician  
Audio-Visual Repair Leader

### Electricity

Electrician  
Electrical Leader

### Heating & Ventilation

Heating & Ventilation Technician  
Heating & Ventilation Leader

Building Automation Systems Technician

Skilled Trades Helper

### Section C. Salary Schedules

Base wage per hour after the \$.09 was subtracted to fund the Short Term Disability Program.

<b>2012-2013, 2013-2014, 2014-2015, 2015-2016</b>	Probation	Step 1	Step 2	Leader
Skilled Trade	\$ 20.16	\$ 20.61	\$ 21.01	\$ 22.25
Helper/Temporary		\$16.62		

### Section D. Shift Premium

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

Second shift – 1.8% per hour, beginning July 1, 2009.

Bargaining unit members who are assigned to second shift will continue to receive the shift premium when temporarily assigned to first shift with the exception of the summer break.

### Section E. Longevity

	<b>2012-2013, 2013-2014, 2014-2015, 2015-16</b>
After four years	\$.20
After eight years	\$.25
After twelve years	\$.30
After fifteen years	\$.35
After twenty years	\$.40

### **Section F. Minimum Pay**

Two hours shall be allowed to Skilled Trades employees who are called into work and are either sent home or reassigned.

### **Section G. Outside Experience**

The Board of Education shall have the right to grant outside experience to a new hire to the extent of the new hire's experience but not more than two (2) years. The granting or denial of outside experience shall not be a matter for the grievance procedure.

### **Section H. Journeyman's Card Incentive Program**

Skilled Trade members who present to their administrators a current journeyman's card in their assigned classification will be paid a stipend of 6.4% per hour.

A Skilled Trade employee will qualify for this payment when the appropriate document is presented to the administrator.

Skilled Trade employees that hold a master license in Mechanical, Electrical or Plumbing may apply to the State of Michigan, Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety, for an affidavit issued by the State Board under the name of Utica Community Schools. Commitment of the employee to the District will be from renewal date to expiration date of the affidavit. The District will pay all costs and fees related to acquiring and maintaining the affidavit, including mandatory code classes. The employee shall receive an annual payment of \$2,500.00 for the first license in a major category and \$1,500.00 for each license in a sub category. Only one

employee from each category of affidavit will be allowed to participate. Participation will be by leader of the related department first, then by seniority of the related department, then by shop seniority.

## **Article 29 – Benefits**

### **Section A. Health and Life Insurance**

All regularly employed members shall be allowed to participate in the UCS flexible Compensation Plan (Section 125) for unreimbursed health and qualified child care expenses. Participation shall be an individual decision and is voluntary.

#### **1. Plan A1**

Health Alliance Plan (HAP) HMO 1 equal in nature to \$500 single subscriber and \$1000 family deductible \$15 co-pay on office visits and chiropractic spinal manipulations. \$35 co-pay on urgent care visits and a \$100 emergency room co-pay. Preferred Rx: \$10 generic/\$40 brand co-pay and mail order Rx: 2 co-pay for 90 day supply (MOPD2).

\$30,000 group term life insurance including accidental death and dismemberment.

#### **Plan A2**

Health Alliance Plan (HAP) HMO 1 equal in nature to \$1000 single subscriber and \$2000 family deductible \$20 co-pay on office visits and chiropractic spinal manipulations. \$50 co-pay on urgent care visits and a \$100 emergency room co-pay. Preferred Rx: \$15 generic/\$50 brand co-pay and mail order Rx: 2 co-pay for 90 day supply (MOPD2).

\$30,000 group term life insurance including accidental death and dismemberment.

## 2. Plan B

Any employee who does not wish health insurance coverage provided in Plan A and can show proof of insurance from a source other than Utica Community Schools shall be entitled to an annual amount of \$1,500.00 to be paid in two (2) installments of \$750.00 each, the first in December and the second in June.

\$35,000 group term life insurance including accidental death and dismemberment.

If an employee elects Plan B and subsequently loses other health insurance coverage during a non-open enrollment period, due to a non-election (ex: must be job loss or elimination of health care plan) he/she may enroll in the health plan (Plan A) by presenting proof of loss of coverage.

Full payment will be made for any employee working a minimum of five (5) hours per day or twenty-five (25) hours per week except as stipulated in 29.A.1. If the employee's hours are reduced by the School District, the District will continue providing coverage for the remainder of the fiscal year. If an employee works less than five (5) hours per day twenty-five (25) hours per week, payment for health insurance will be prorated.

3. Once an employee has separated service, the School District will cease payments for insurance coverage, at the end of the month, except in the case of death.

4. Each member receiving health care benefits will contribute any premium cost over and above the hard cap employer maximums as defined by Michigan Legislature (SB7/PA152). This contribution to be administered through payroll deduction.
5. The district will provide the union with resources to annually explore alternatives regarding health care plans and designs.

### **Section B. Long Term Disability Insurance**

Long term disability insurance will be provided to each employee working an average of (40) hours per week, after 180 days of disability and will continue for a period of five (5) years or retirement under the MPERS Act or the employee's death whichever comes first. This coverage will be for sixty-six and two-thirds percent (66 2/3%) fully-integrated basis of monthly salary with a ceiling of \$2,500 per month. The employee's wage shall be fixed as of the date of disability.

### **Section C. Dental Coverage**

1. A Dental Plan equal in nature to Plan "A" 90/85/50 coverage using a preferred provider (in network) dentist, 75/50/50 for out of network, and 50/50 Class II benefits with benefits fully coordinated shall be provided to each Skilled Trades employee working a minimum of forty (40) hours per week. The carrier for coverage shall be determined by the Employer.
2. "Benefits fully coordinated" means that the Dental Plan is not available to employees who are covered by a Dental Plan which is equal to or superior to the plan offered herein. This applies to coverage from other employers or the Utica Community Schools.
3. An employee who subsequently loses other dental insurance coverage during the school year may enroll in the dental plan by presenting proof of loss of coverage.



**Section D. Vision Care**

A co-pay vision care program equal in nature to Vision Plan I VSP-2 shall be provided to each Skilled Trade employee working a minimum of forty (40) hours per week. The carrier for coverage shall be determined by the Employer.

**Section E. Insurance Coverage for Leaves of Absence**

Employees will be covered with enrolled insurance coverage (Health, Dental, Vision, Life and/or LTD) to the extent of the leave as described in Articles 30 and 31 (up to one year).

## **Article 30 – Paid Leave**

### **Section A. Sick Leave (Seniority accumulative and benefits accruing)**

1. Employees shall accumulate one (1) day of sick leave allowance equivalent to the number of hours normally worked in their assignment, for each month the employee receives pay in a regular yearly position. Unused sick leave shall accumulate without limitation and shall be designated as “accumulated sick leave allowance”.
2. When leave is exhausted, such employees shall not accrue any more days unless working.
3. An employee’s absence shall be chargeable to the accumulated sick leave allowance.
4. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement.
5. One-half (1/2) of the employees current wage shall be paid by December 25<sup>th</sup> each year, or upon resignation or retirement, for any days accumulated beyond one hundred (100) and not used. Be it understood that, when an employee receives this payment, the individual’s accumulation reverts to one hundred (100) days.
6. Upon retirement or death by a bargaining unit member from the Utica Community Schools and the Michigan Public Schools Employees Retirement System, the employee will be compensated for those

accumulated sick leave days in excess of fifty (50) days at the rate of forty dollars (\$40) per sick leave day.

7. An employee shall not accumulate a day of sick leave during the month in which an employee receives pay for less than the majority of the scheduled working days in that month.
8. The employee may use time from his/her "accumulated sick leave allowance", for a bona fide pressing need due to illness in the immediate family. Immediate family shall be interpreted as: spouse, children, step-children or other person residing in the employee's household.
9. The employer may request an employee to secure a doctor's clearance upon returning from sick leave, at the employer's expense.
10. An employee will provide the employer with a doctor's note for any sick leave absence of three (3) or more days.

## **Section B. Personal Leave**

1. Two (2) of the accumulative sick leave days may be used annually as leave days without specificity to all employees. Applications must be made at least three (3) working days prior to the date of the leave. Personal leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies. However, an employee's immediate supervisor may approve the use of personal leave days in conjunction with paid holidays and/or vacation periods when the leave will not adversely affect the operation of the School District. Not more than two people from each classification will be excused under this provision on any day.

2. Priority will be determined by the date of receipt of request to the Human Resource Office.
3. Forms for personal leaves will be available at the Skilled Trades Department. They must be submitted through the immediate to the Human Resource Office.

### **Section C. Business Leave**

1. One (1) of the accumulated sick leave days may be used annually for business leave for business that cannot be conducted at any time other than during working hours. Business leave days are to be used only to conduct true and pressing business that cannot be conducted on days or hours other than that of the working schedule. Applications for the use of a business leave day must be submitted to the Human Resources Office not less than three (3) work days prior to the date of the leave. This request must state the reason and receive the approval of the employee's supervisor and the final approval of the Human Resources Department. Business leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies.

### **Section D. Funeral Leave**

1. In the event of the death of an employee's parent's, step-parent's, aunts, uncles, children, step-children, spouse, sisters, brothers, sister-in-laws, brother-in-laws, grandparents, grandparent-in-laws, mother-in-laws, father-in-laws, spouse's aunts, spouse's uncles, grandchildren, son-in-laws, daughter-in-laws, or a member of the employee's immediate household; the employee shall be allowed up to three (3) consecutive days, and may be allowed two (2) additional days

depending on the travel time required, as bereavement days. Pay will be at his/her average earned rate for the time lost from the employee's regularly scheduled work. The employee must attend the funeral to be entitled to the above payment and such days are not to be deducted from sick leave.

2. The Union Chairperson, or his /her designated representative, shall be allowed three (3) day in the event of a death of a member of the Union for the exclusive purpose of attending the funeral. Request for released time by members of the Union desiring to attend the funeral of a Union member shall be given consideration by the employee's supervisor.

#### **Section E. Judicial Obligations**

1. An employee on jury duty shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement and shall be paid the difference between his/her pay for jury duty and his/her regular pay.
2. If a UAW bargaining unit employee is subpoenaed by the School District or on behalf of the Utica Board of Education, this time shall not be deducted from their sick leave.

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

## **Article 31 – Unpaid Leave**

### **Section A. Leave of Absence**

Leave of absence for reasonable periods, not to exceed one (1) year (except for Section 31.A. 2, where leave may be granted not to exceed two (2) years) shall be granted without loss of seniority. Leaves will be granted without loss of seniority or classification to all full time employees with one (1) year of continuous employment upon written request for:

1. Service in governmental agencies or nationally recognized professional labor, social and fraternal organizations which the employee has been formally designated to represent. (Seniority fixed and insurance benefits non-accruing.)
2. Serving in an elected position with the Local or International Union. (Seniority fixed and insurance benefits non-accruing.)

### **Section B. Disability Leave**

(Seniority accumulative and benefits accruing.)

Upon exhaustion of paid sick leave, the employee will be notified to apply for a leave of absence if he/she is not able to return to work. All accumulated sick leave allowance days shall be used prior to an employee being placed on a leave of absence for disability. An employee on disability leave shall return to duty upon the cessation of the disability and may be required to present a doctor's certificate that the employee can assume the assigned duties without any detriment to their health.

### **Section C. Prolonged illness in the immediate family**

Prolonged illness in the immediate family: Spouse, child, parent, step-parent, grandparent, brother, sister, father-in-law, mother-in-law, and/or a relative living and making his/her home in the employee's household, shall be included in the

employee's "immediate family". Upon the request of the employee, the employer may grant leave allowance even though the person who is injured, ill, or deceased is not within the employee's "immediate family". (Seniority accumulative and benefits non-accruing.)

#### **Section D. Consent Leave**

(Seniority accumulative and benefits accruing.)

All leaves other than those provided for in the above sections shall be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leaves shall not be grievable. 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 (3) employees requesting such leave.

#### **Section E. Military Leaves**

Employees who leave the School District in order to serve in any branch of the armed services of the United States shall be granted leave. Reinstatement after such service shall be in accordance with the Universal Military Training Act as amended and other applicable laws and regulations. Seniority shall accrue for a period not to exceed their seniority at time of enlistment or five (5) years, whichever is less.

#### **Section F. Career Change Leaves**

(Seniority fixed and benefits non-accruing.)

A bargaining unit member may be granted a leave of absence for up to a maximum of one year for the purpose of exploring the possibility of making a "career change". The conditions governing this leave are as follows:

1. Minimum of five (5) years seniority.

2. Requests for career change leaves shall be submitted in writing to the Human Resource Office.
3. Career Change Leaves are not permitted for the purpose of changing bargaining units within the Utica District.
4. 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.
5. The granting or denial of the Career Change Leave shall not be grievable.

### **Section G. Union Notification**

The Union is to be notified of all unpaid leaves when granted by the Administration. Such leaves shall not constitute a “vacancy” and thus a temporary employee may fill in this position until the end of the leave.

Leaves may be extended by the employer for good cause. Such extensions shall not exceed one (1) year.

### **Section H. Family Medical Leave Act**

Employees will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under this Agreement.

## **Article 32 – Short Term Disability Insurance**

The establishment of a Short Term Disability Program, “an in-house program,” is a mutual effort by the Union and the Board of Education. The Board of Education will cooperate in the operation of this program.



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 borne by the party that selects the medical expert.

The primary purpose of the Short Term Disability Program is to provide compensation at the rate of \$125.00 per day of disability during periods of protracted and unavoidable absence due to their incapacity to perform the duties and responsibilities of their job.

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.

Recurrent Disability is 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 (6) months or more, any recurrent disability will be part of a new 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 (6) months, a recurrent disability will be part of the same disability.

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.

Employee's whose working schedule is less than fifty-two (52) weeks, are not eligible to draw from the program during the periods of time that they are not normally scheduled to work.

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.

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.

Employee's 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 in duplicate, the original to be filed with the Employee Benefits Office in the Human Resource Department. A duplicate will be kept on file by the union's committee of the Short Term Disability Program.

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.

An employee shall not receive compensation from the Short Term Disability Program due to absence resulting from an on-the-job injury.

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.

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 Department each pay period at the employee's expense, while receiving compensation from the Short Term Disability Program.

The Short Term Disability Program is based on \$0.09 from 2004-2005 wages and will be funded with payments of \$7,113.60 annually each July 1 for the contractual agreement years 2012-2013, 2013-2014, 2014-2015 and 2015-2016. If the fund is depleted during any fiscal year (July 1 – June 30), payments will be discontinued for the remainder of the fiscal 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 \$7,113.60 payment to the fund made at the beginning of the next fiscal year.

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.

The Short Term Disability Program will be controlled by the Board of Education. A committee of not more than three (3) union members will be selected by the Union Chairperson, to assist in interpreting the provisions of the Short Term Disability Program to the membership and to advise the Employee Benefits Office in the Human Resources Department regarding the operation of 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.

An employee on lay off or non-disability non-compensated leave of absence shall not be able to receive compensation days from the Short Term Disability Program.

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.

The Short Term Disability Program will be implemented October 12, 1987. The October 12, 1987 date will be the first date of the beginning of the thirty (30) day working day window period.

The Board of Education shall, at 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.

Decisions made by the Board regarding the fund shall not be subject to the grievance procedure.

The Union 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 defending any claim filed against the Board.

The Union 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.

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.

Employees who are denied payment agree to hold harmless the Union and the Board of Education.

### **Article 33 – Holidays**

The employees shall receive eleven (11) holidays annually. Such days shall be determined by the Board of Education annually.

An employee retiring during a holiday period shall be paid full holiday pay provided the employee works the day prior to the holiday period.

### **Article 34 – Vacation**

#### **Section A. Eligibility**

An employee shall be eligible to receive accrued vacation benefits after attaining seniority employment as a full time, permanent twelve (12) month employee.

#### **Section B. Earning Credits**

An employee shall earn credits toward vacation with pay in accordance with the following schedule based on the anniversary date of hire and the end of the fiscal period, June 30th.

1. 5/6 of a 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.

2. 1-1/4th days per month

From the completed fifth (5<sup>th</sup>) anniversary year of work to the completed tenth (10<sup>th</sup>) anniversary year, vacation shall be calculated at a rate of 1-1/4 days per month worked, up to a maximum of fifteen (15) days per fiscal year.

3. 1-2/3rd days per month

From the completed tenth (10<sup>th</sup>) anniversary year, vacations shall be calculated at a rate of 1-2/3rds day per month worked up to a maximum of twenty (20) days per fiscal year.

4. 2-1/12th days per month

From the completed eighteenth (18<sup>th</sup>) anniversary year, vacations shall be calculated at a rate of 2-1/12th day per month worked up to a maximum of twenty five (25) days per fiscal year.

### **Section C. Seniority**

Choice of vacation time shall be governed by classification seniority.

### **Section D. Holidays**

When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day per holiday.

### **Section E. Illness**

A vacation may not be waived by an employee and extra pay received, provided, however, if an employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled. In the event such disability continues through the year, he/she shall be awarded payment in lieu of vacation.

### **Section F. Payment upon Separation**

If an employee is laid off, retires, or terminates employment, they shall receive any unused vacation credit including that accrued in the current calendar year. Accrual will be based upon number of months worked during the current fiscal year.

### **Section G. Rate**

Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

### **Section H. Maximum Accrual**

Employees may accrue unused vacation days. Such accrual shall not exceed two (2) years of vacation credit. Time extensions may be granted for special circumstances by the Assistant Superintendent of Human Resources.

### **Section I. Minimum Monthly Requirement**

In order to accrue vacation in any month, the employee must work a majority of the scheduled work days in that month. Vacation shall be calculated to the nearest whole day.

## **Section J. Usage**

Vacations shall be taken in a period of consecutive days.

## **Section K. Notification Requirements**

Vacation days must be requested no less than three (3) working days in advance. Three (3) times in any given year, a member may request vacation for use the same day by following the procedure normally used for calling off from work.

### **Article 35 – Retirement**

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

The District may require an employee to submit to a fitness for duty exam. The cost of such exam shall be borne by the District.

### **Article 36 – No Strike No Lockout**

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

No lock out of employees shall be instituted by the Employer during the terms of this Agreement.



### **Article 37 – Ratification**

The Administration agrees to submit this Agreement to the Board of Education for ratification by them. It is further agreed that the Negotiating Team for the Board will recommend to the Board that it be ratified.

### **Article 38 – Amendments, Severability and Termination**

This Agreement shall commence July 1, 2012 and shall continue in full force and effect until June 30, 2016. If either party desires to terminate, modify, or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, 2016. If no notice is given by either party to terminate, modify, or change this Agreement, then this Agreement shall continue in force from year to year.

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

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.

## Article 39 – Letters of Understanding

### Letter of Understanding

This letter shall clarify the issue of "filling out work orders" as referenced in the various job descriptions covered by this Collective Bargaining Agreement. This duty is listed to cover those situations which occur when a skilled trades worker performs work at a building for which there is no work order filled out by the building personnel but which, nonetheless, needed to be completed. The issue is that we want to accurately track the work which our employees perform.

  
For the Union

  
For the District

9-14-09  
Date

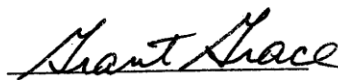
9-14-09  
Date

## Letter of Understanding

The parties agree that although the effective date of the agreement is July 1, 2008, which is the date the bargaining unit became UAW members, all contract changes contained within are effective as of October 1, 2009 unless otherwise herein defined.



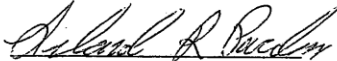
District  
Charlotte Furton-Walker, SPHR  
Assistant Superintendent  
Human resources  
Utica Community Schools



Union:  
Grant Grace  
International Representative, UAW

**LETTER OF UNDERSTANDING**

All Utica Skilled Trades employees hired prior to July 1, 2009 will receive a onetime payment of \$500.00 that will be paid December 15, 2009.

  
For the Union

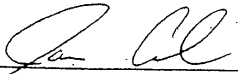
9-14-09  
Date

  
For the District

9-14-09  
Date

*LETTER OF UNDERSTANDING*

Utica Community Schools has determined to eliminate the "Roofer" position. Should such an employee position be brought back by the district, such position would be included in the Skilled Trades bargaining group.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the District

12/20/04  
Date

12/20/04  
Date

/jm

h:USTA/04-05

Memorandum of Understanding  
Between  
Utica Community Schools and  
Utica Skilled Trades Association

This agreement is made this day between Utica Community Schools, herein after referred to as "employer" and Utica Skilled Trades Association, herein after referred to as "union". Pursuant to Article 28.10 and the Memorandum of Understanding dated December 20, 2004 this agreement is made.


In the 2005-2006 contract the employer and union agreed to use union member's license to perform necessary work in the district. The union and employer agree how licenses will be rotated among eligible union members as follows:

USTA License Proposal regarding Article 28.10

1. Electrical will be rotated when the affidavit expires - 12/31/2006.
2. Plumbing will be rotated when the affidavit expires - 04/30/2006
3. Boiler license will be rotated when the license expires - 12/31/2006
4. The parties will continue discussion and reach resolution regarding the Mechanical license prior to its expiration on 08/31/2007

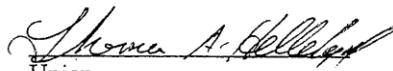
The District shall notify USTA employees, in the specific trade, of the rotation process approximately 60 days prior to the expiration of the affidavit/license. Interested trades personnel must notify administration within five working days after notification is posted. Trades personnel will be eligible for the rotation based on seniority within the specific trade. New hires will fall into this rotation based on his/her seniority. If a member declines the offer to use his/her license he/she must wait for a full rotation, or the bottom of the rotation list, before being eligible again.

If no member in the specific trade or other is willing to apply for the affidavit, the district has the right to offer to other skilled trades outside of the trade or sub-contract necessary work. Employees in each of the related departments may participate in the rotation on a voluntary basis. The district reserves the right to ensure work is not stopped due to this process of securing skilled trades licenses.

 9/27/06  
Administration

Administration

Administration

  
Union

  
Union

Union

**LETTER OF AGREEMENT**  
**Between**  
**Utica Community Schools**  
**And**  
**Utica Skilled Trades Association**

For the 2011-2012 Collective Bargaining Agreement, Management and the Union acknowledge that the fiscal resources of the school district are insufficient to continue to support the current level of expenditures. It is mutually agreed between Utica Community Schools and the Skilled Trades Association that the work year for the Skilled Trades employees shall be reduced by one (1) furlough day with a corresponding daily wage rate reduction for the following date:

- December 28, 2011

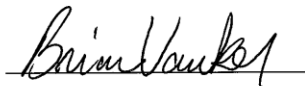
Furlough contributions received through payroll deduction beginning July 1, 2011 will be credited. Upon ratification by the Board of Education, any outstanding monetary balances furlough (+/-) will be reconciled within thirty days.

This non-compensable day shall be governed by classification seniority and with the understanding that management retains the right to direct its work force.

The District agrees that in exchange for the considerations given in the contract that no member of the Bargaining Unit will be laid off during the term of this agreement.

This Letter of Agreement expires on June 30, 2012.

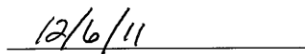
For the Union:

  
\_\_\_\_\_

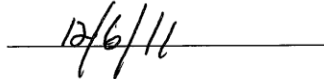
For the Board:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

Letter of Agreement

Between

Utica Community Schools and Utica Skilled Trades UAW Local 400

Overtime as addressed through article 22 section H remains in force and full effect with the exception of content modified by this agreement. This letter of agreement begins July 1, 2012 and expires June 30, 2015.

*Extend to  
2015-2016.  
EXPIRE 6.30.16  
M/S*

- A minimum of fifty (50) compensated hours of overtime opportunity per contract year per employee will be offered. Hours defined as:
  - (1)Compensated time & ½ hour = 1.5 hr
  - (2)Compensated double time hour = 2 hr
- The lowest hour employee will be offered overtime first.
- The union will maintain weekly overtime recording logs for each trade department and provide monthly updates for management.
- District reserves right to manage and offer overtime as needed. Effort will be made by trades personnel to support an overtime project considered by the district to be priority.
- Each employee will be charged for bypassed overtime with the exception of rejecting overtime if it is offered on short notice. Short notice to be defined as:
  - (1)Daily OT requests presented with less than four hours remaining in the current shift of the same day.
  - (2)Weekend OT requests presented after the close of a Thursday shift.

*[Signature]* 6/26/12                      *[Signature]* 6/26/12  
For District                                      Date                                      For Union                                      Date



**Painter Leader**

**JOB DESCRIPTION**

A. **DUTIES:**

Under the direction of Supervision, the Painter Leader is responsible for carrying out job assignments of the Paint Department and performing such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction and make routine inspections of work projects.
3. Schedule daily, weekly, monthly, yearly and emergency work projects.
4. Supervise and participate in maintenance of equipment assigned to their care.
5. Insist upon recommended safety procedures in the job performance of employees under their direction.
6. Estimate and requisition material to complete jobs.
7. Establish work standards.
8. Supervise work of other personnel directed to work under them in the areas of painting, finishing, caulking, patching cracks, graphic mural application, wallpaper, vinyl mural application, grease boards, and wall washing.
9. Supervise the training of personnel on the erection of ladders, scaffolding and/or swinging stages, and other equipment from which the painter crew must be able to operate and work from.
10. Must be able to operate a mechanical man-lift and forklift.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

Painter Leader (Continued)

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a journeyman painter, with minimum of five (5) years of actual work at the trade and experience in maintenance painting.
3. Skill in the use of tools and equipment of the trade.
4. Possess mechanical ability.
5. Possess a valid operator's license.
6. Must be able to make estimates on work to be contracted and be able to write specifications for contract work.
7. Must have demonstrable leadership abilities or qualities.
8. Must be neat in appearance.

## Painter

### JOB DESCRIPTION

#### A. **DUTIES:**

Under direction of Supervision and the Painter Leader, the Painter is responsible for carrying out job assignments for the Paint Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Prepare woodwork or walls prior to painting or varnishing.
3. Apply paint or finish using rollers, brush, or spray gun, as the job requires.
4. Apply wall paper and vinyl coverings, painting, caulking, patching cracks, graphic mural application, wallpaper, vinyl mural application, grease boards, and wall washing.
5. Clean tools and equipment, and prepares surfaces for painting.
6. Work from ladders, scaffolding and operate forklifts, or a mechanical man-lift.
7. Follow recommended and established safety procedures in job performance.
8. Pickup debris and perform other duties that pertain to job classification.

#### B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Must have at least four (4) years experience working in the painting trade, or have successfully completed the apprentice program with the school district.
3. Possess mechanical ability, as it would apply to repairing and maintaining their painting equipment.
4. Be able to apply paint as the job requires.
5. Possess a valid operator's license.
6. Must be neat in appearance.

## Plumber Leader

### JOB DESCRIPTION

#### A. DUTIES:

Under the direction of Supervision, the Plumber Leader is responsible for carrying out job assignments of the Plumbing Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Instruct in safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete jobs.
8. Establish work standards.
9. Supervise work of plumbing operations, and direct other personnel in this job classification in their work performance.
10. Supervise the work of installation and/or service to all plumbing and/or fixtures, and minor welding and brazing.
11. Must be able to operate a mechanical man-lift and forklift.
12. Perform other duties that pertain to the job classification.
13. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

**B. QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as journeyman plumber, with minimum of five (5) years of actual work at the trade, including vocational training.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Possess a valid operator's license.
6. Must understand and abide by the local plumbing codes and ordinances.
7. Be able to braze and weld.
8. Be able to read and perform such layouts as specified by blue prints.
9. Be able to cut, fit and assemble pipes for the transmission of water, gas, sewage, storm water, etc.
10. Be able to disassemble, repair and reassemble such plumbing fixtures as used in the Utica Community Schools.
11. Be able to use hand and power operated tools.
12. Must have demonstrable leadership abilities or qualities.
13. Must be neat in appearance.

## Plumber

### ***JOB DESCRIPTION***

#### **A. DUTIES:**

Under direction of Supervision and the Plumber Leader, the Plumber is responsible for carrying out job assignments of the Plumbing Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Work from ladders and/or scaffolding, as required.
3. Requisition material for jobs and makes out charge sheets for same.
4. Repair, install, and/or service all plumbing and/or fixtures.
5. Perform minor welding and/or brazing.
6. Follow recommended and established safety procedures in job performance.
7. Must be able to operate mechanical man-lift and operate forklift.
8. Pick up debris and perform other duties that pertain to job classification, including assisting in heating and ventilation repairs.

#### **B. QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Must have at least four (4) years experience working in the plumbing trade, or have successfully completed the apprentice program with the school district.
3. Skill in the use of tools and equipment.
4. Possess mechanical ability.
5. Be able to read and interpret blueprints and schematic drawings.
6. Possess a valid operator's license.

7. Be able to cut, fit and assemble pipes for the transmission of water, gas, sewage, storm water, etc.
8. Be able to disassemble, repair, and reassemble such plumbing fixtures as used in the Utica Community Schools.
9. Must be neat in appearance.
10. Possess certification for backflow water devices for persons hired after July 1, 2001.

## **Carpenter Leader**

### **JOB DESCRIPTION**

#### **A. DUTIES:**

Under the direction of Supervision, the Carpenter Leader is responsible for carrying out job assignments for the Carpentry Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Insist upon recommended safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete jobs.
8. Establish work standards.
9. Must be able to operate a mechanical man-lift and operate forklift.
10. Supervise work of the carpentry operation, including but not limited to, all facets of rough and finish carpentry, and directs other personnel in this job classification in their work performance.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

#### **B. QUALIFICATIONS:**



1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a journeyman carpenter with a minimum of five (5) years of actual work at the trade and some experience in maintenance carpentry.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Possess a valid operator's license.
6. Must be able to read and understand blueprints and other layouts.
7. Must be able to build all types of concrete forms, rafter layouts, partitions, frame and hang doors, window sash, staircases, lean-tos, shingle roofs, and other related jobs of a qualified journeyman carpenter.
8. Must be able to perform welding and brazing.
9. Must be able to glaze glass, cut glass, do finish carpentry such as shelving, bins, cabinets, screens, lay finish hardwood flooring and resilient tile floors.
10. It is desired that the carpenter leader have experience repairing and remodeling buildings and furniture.
11. Must be neat in appearance.

## Carpenter

### JOB DESCRIPTION

#### A. **DUTIES:**

Under direction of Supervision and the Carpenter Leader, the Carpenter is responsible for carrying out job assignments of the Carpentry Department and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Perform general repairs to buildings and equipment, which involves general carpentry ability.
3. Install and repair door hardware and doors.
4. Install window glass and glazing.
5. Construct miscellaneous shelving.
6. Construct cupboards, hang and repair wood doors, toilet partitions and mirrors.
7. Repair wood flooring, stage fronts, stairs, chairs and storage doors.
8. Build storage cabinets, sink cabinets, etc.
9. Forming for concrete walks, curbs, etc.
10. Repair desks, tops, seats and general repairs.
11. Must be able to operate a mechanical man-lift and operate forklift.
12. Pick up debris and perform other duties that pertain to the job classification.
13. Repair wooden playground equipment.
14. Perform welding and brazing duties.

#### B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field be able to express himself/herself clearly, both orally and in writing.

2. Must have at least four (4) years experience as a journeyman carpenter in both rough and finish carpentry in the construction field, or have successfully completed the apprentice program with the school district.
3. Be capable of making repairs and installing door hardware, cutting and glazing glass in sash and doors.
4. Make material takeoffs from blueprints and sketches and be capable of ordering same in an efficient and economical manner.
5. Possess a valid operator's license.
6. Perform welding and brazing.
7. Must be neat in appearance.

## Heating and Ventilation Leader

### JOB DESCRIPTION

A. **DUTIES:**

Under the direction of Supervision, the Heating and Ventilation Leader is responsible for carrying out job assignments of the Heating and Ventilation Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly and emergency work projects.
5. Supervise and participate in maintenance and repair of heating and ventilating equipment.
6. Insist upon recommended safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete jobs.
8. Establish work standards.
9. Supervise and inspect work of the heating and ventilation operation and, in addition, direct other personnel in this job classification in their work performance.
10. Supervise the installation, operation, repair and maintenance relating to the heating and ventilation operation, climate control systems and refrigeration systems in the District.
11. Must be able to operate a mechanical man-lift and operate forklift.
12. Pick up debris and perform other duties that pertain to the job classification.
13. Must be able to maintain pneumatic and DDC controls.

14. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

**B. QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a heating and ventilation mechanic with a minimum of five (5) years of actual work at the trade.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Possess a valid operator's license.
6. Must be able to read and understand blueprints and other layouts.
7. Must be able to perform welding and brazing.
8. Must be neat in appearance.
9. Must have demonstrable leadership abilities or qualities.

## Heating and Ventilation Technician

### JOB DESCRIPTION

A. **DUTIES:**

Under direction of Supervision and the Heating and Ventilation Leader, the Heating and Ventilation Technician is responsible for carrying out job assignments of the Heating and Ventilation Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Adjust, repair, and test thermostats (both electrical and pneumatic).
3. Repair, lubricate, and test electrical and pneumatic damper control motors, valves, and other related equipment of this nature.
4. Adjust gas-fired burners, combustion controls, gas valves. Must be able to maintain pneumatic and DDC controls.
5. Repair or replace firebrick and other related repairs required on internal parts of boilers.
6. Test chemical contents of boiler water and advises custodial personnel to add compound or blow off boiler.
7. Repair kilns, replacement elements, firebricks, etc.
8. Pick up debris, and perform such other duties that are related to the job classification.
9. Assist in plumbing, and other general repairs.

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. A minimum of four (4) years experience in heating and ventilation field.
3. Possess mechanical abilities.
4. Be able to read and interpret blueprints and schematic drawings.
5. Possess a valid operator's license
6. Must be able to perform welding and brazing.
7. Must be neat in appearance.

## A.V. Repair Leader

### JOB DESCRIPTION

#### A. **DUTIES:**

Under the direction of Supervision, the A.V. Repair Leader is responsible for carrying out job assignments of the A.V. Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly, and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Insist upon recommended safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete work.
8. Establish work standards.
9. Must be able to operate a mechanical man-lift and forklift.
10. Maintain, repair, and install digital cabling and related equipment.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

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

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Possess the qualifications as required for A.V. Technician.

3. Have experience of five (5) consecutive years in the field of electronics.
4. Have experience and knowledge of the maintenance repair of movie, slide, over-head projectors, tape recorders, phonographs and other audio-visual equipment as well as the pulling and running of data, computer, and fiber optics cable with the completion and repair of connections. Must have experience and knowledge of the maintenance, repair and installation of audio-visual equipment, both analog and digital.
5. Possess a valid operator's license.
6. Must be neat in appearance.
7. Must have demonstrable leadership abilities and/or qualities.



## **A.V. Equipment Technician**

### **JOB DESCRIPTION**

#### **A. DUTIES:**

Under direction of Supervision and the A.V. Repair Leader, the A.V. Equipment Technician is responsible for carrying out job assignments of the Audio Visual Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Assist in making recommendations on the replacement of equipment.
3. Clean and lubricate all equipment as required, in accordance with good maintenance policy.
4. Repair small electric hand tools, and/or appliances, and electric coffee makers, and assist in minor electric repairs as may be determined by the designated leader. Repairs may be, but not limited to, replacing plugs on electric cords, replacing cords.
5. Pick up debris and perform other duties that pertain to audio-visual duties.
6. Must be able to operate mechanical man-lift and forklift.

#### **B. QUALIFICATIONS:**

1. Possess a valid operator's license.
2. Have knowledge of component installation and assembly.
  - a. Experience in the use of the various hand and machine tools.
  - b. Be able to install complex and multipurpose electronic equipment.
  - c. Be able to perform soldering and wire fabrication.
  - d. Be able to perform electronic component assembly.
  - e. Be able to read and follow various schematics as pertains to electronic equipment.

3.
  - a. Be able to use standard test equipment.
  - b. Be able to make visual inspections and wiring and perform functional tests on electronic devices.
4. Circuit adjustment and troubleshooting:
  - a. Be able to align, adjust or readjust various circuits and test equipment.
  - b. Diagnose troubles in various circuits and instruments.
  - c. Develop simple test setups.
  - d. Test and adjust radio equipment.
  - e. Have ability to repair with minimum supervision, all types of audio visual equipment, following service manuals, schematics and basic knowledge acquired from schools attended and prior experience.
5. Have knowledge of test equipment, maintenance and repair:
  - a. Be able to test calibration and calibrate meters and other test equipment.
  - b. Be able to perform routine maintenance of instruments and test equipment.
6. Have experience and knowledge of the maintenance repair and installation of audio visual equipment, both analog and digital.
  - a. Have experience and knowledge of maintenance repair, installation and certification of digital cabling and related equipment that is used in the Utica Community Schools.
7. Have experience of four (4) consecutive years in the field of audio-visual.

## Electrical Leader

### JOB DESCRIPTION

#### A. DUTIES:

Under the direction of Supervision, the Electrical Leader is responsible for carrying out job assignments of the Electrical Department and performs such duties as:

1. Carry out work assignments and fill out work orders.
2. Assign work to employees under their direction.
3. Make routine inspections of work projects.
4. Schedule daily, weekly, monthly, yearly, and emergency work projects.
5. Supervise and participate in maintenance of equipment assigned to their care.
6. Insist upon safety procedures in the job performance of employees under their direction.
7. Estimate and requisition material to complete job.
8. Supervise work of the electrical operation, and directs other personnel in this job classification in their work performance.
9. Supervise the work of installation, operation, repair and maintenance relating to electrical operation.
10. Must be able to operate a mechanical man-lift and forklift.
11. Pick up debris and perform other duties that pertain to the job classification.
12. Instruct personnel in the best use of the equipment they maintain to facilitate the greatest utilization of the equipment.
13. Assist in the annual physical inventory of maintenance materials and parts. Maintain records of repairs, parts used and general conditions of equipment.

**B. QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Experience sufficient to qualify as a journeyman electrician, with a minimum of five (5) years of actual work in the trade and some experience in maintenance electricity.
3. Possess mechanical ability.
4. Skill in the use of tools and equipment of the trade.
5. Must possess a valid operator's license.
6. Must be able to read and understand blueprints and schematic drawings.
7. Must be neat in appearance.

## Electrician

### JOB DESCRIPTION

A. **DUTIES:**

Under direction of Supervision and the Electrician Leader, the Electrician is responsible for carrying out job assignments of the Electrical Department, and will perform such other duties as:

1. Carry out work assignments and fill out work orders.
2. Assist in making recommendations on the replacement of work equipment under their care.
3. Requisition material for jobs in accordance to standard procedure.
4. Clean and lubricate each piece of equipment under their care at least one a year.
5. Work from ladders and/or scaffolding, as required.
6. Follow recommended and established safety procedures in job performance.
7. Repair, install and/or service all types of lighting and power circuits, including running conduit, pulling wire, mounting boxes and installing devices.
8. Must be able to operate a mechanical man-lift and forklift.
9. Pick up debris and perform other duties that pertain to the job classification.
10. Instruct personnel in the best use of the equipment they maintain, to facilitate the greatest utilization of that equipment.
11. Have experience and knowledge of maintenance repair, installation and certification of digital cabling, and related equipment that is used in the Utica Community Schools. (This shall apply to those who have such certification as of April 1, 2001 and any new hires.)

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and literature in his/her field and be able to express himself/herself clearly, both orally and in writing.
2. Must have at least four (4) years experience working in the electrical trades.
3. Skill in the use of tools and equipment.
4. Be able to read and interpret blueprints and schematic drawings.
5. Possess mechanical ability.
6. Posses a valid operator's license.
7. Must be neat in appearance.

## Skilled Trades Helper

### JOB DESCRIPTION

A. **DUTIES:**

Under Supervision, the Skilled Trades Helper will be responsible to assist employees of high classification in the Maintenance Department. In addition, they will pick up debris and perform any type of common manual work in the Maintenance Department.

B. **QUALIFICATIONS:**

1. The candidate should be able to read written directions and be able to express himself/herself clearly, both orally and in writing.
2. No prior experience required.

C. **ASSIGNMENT:**

The Skilled Trades Helper will be assigned to the Maintenance Department of the Utica Community Schools. In addition, Skilled Trades Helpers may work outside of the Maintenance Department during periods of emergency situations (i.e. fire, flood, wind damage and vandalism, etc.).

- D. The job classification shall be covered by all provisions of Collective Bargaining Agreement now in force.

## Building Automation System Technician

### JOB DESCRIPTION

#### A. DUTIES:

Under direction of Supervision and the Building Automation System Technician is responsible for carrying out job assignments and will perform such other duties as: completes assigned commissioning automation systems preventive maintenance, inspection, testing and responds to basic service calls. Perform diagnostics on HVAC Equipment if determined to be a mechanical malfunction, the work order will be redirected to the Heat and Vent Department.

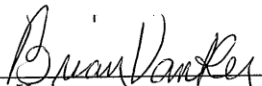
1. Responsible for basic system diagnostics from controllers to sensors and loading software.
2. Perform basic troubleshooting, inspection and testing of Facilities Management Systems (responds to service calls). Problem diagnosis requires some software skills.
3. Calibrate systems requiring basic electronic test equipment, such as multi-meters, decade boxes, network terminals and/or a lap top computer.
4. Communicate with the building upon arrival and before leaving the work site. Keep building informed on progress.
5. Conducts self study (reading, research and practice) to improve technical proficiency.
6. Carry out work assignments and close out electronic work orders on a daily basis.
7. Adjust, repair, and test thermostats (both electrical and pneumatics) in the course of automation systems work.
8. Test electrical and pneumatic damper control motors, valves, and other related equipment of this nature.
9. Must be able to maintain pneumatic and DDC controls
10. Pick up debris and perform such other duties that are related to the job classification.

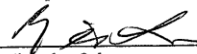



11. Other duties related to the servicing of building controls and facility management systems as assigned.
12. Perform preventative maintenance with building automation systems.
13. Assist the Heat and Vent Department with diagnostics for HVAC equipment.

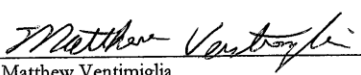
UTICA COMMUNITY SCHOOLS  
UTICA SKILLED TRADES ASSOCIATION -  
UAW LOCAL 400

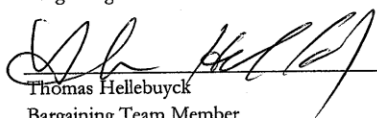
THE BOARD OF EDUCATION  
UTICA COMMUNITY SCHOOLS  
MACOMB COUNTY, MICHIGAN

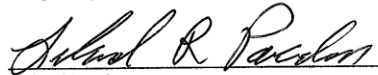
  
\_\_\_\_\_  
Brian Vanker  
Chairperson

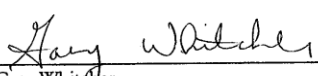
  
\_\_\_\_\_  
Nicholas Schram  
Bargaining Team Member

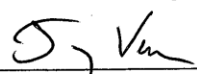
  
\_\_\_\_\_  
Kenneth Tocco  
Bargaining Team Member


  
\_\_\_\_\_  
Matthew Ventimiglia  
Bargaining Team Member

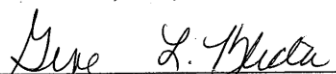
  
\_\_\_\_\_  
Thomas Hellebuyck  
Bargaining Team Member

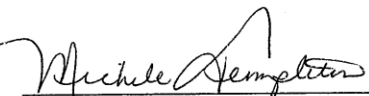
  
\_\_\_\_\_  
Leland Pardon  
Bargaining Team Member

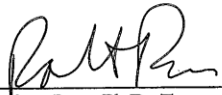
  
\_\_\_\_\_  
Gary Whitefer  
UAW International Representative

  
\_\_\_\_\_  
Johnny Verellen  
Local 400, Vice President


  
\_\_\_\_\_  
Carol Klenow, Ed.D., President

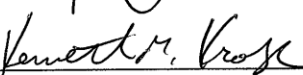
  
\_\_\_\_\_  
Gene Klida, Vice President

  
\_\_\_\_\_  
Michele Templeton, Secretary

  
\_\_\_\_\_  
Robert Ross, Ph.D., Treasurer

  
\_\_\_\_\_  
Jennifer Prybys, Trustee

  
\_\_\_\_\_  
Daniel Meyers, Trustee

  
\_\_\_\_\_  
Ken Krolczyk, Trustee