



**AGREEMENT**

**BETWEEN THE**

**UTICA COMMUNITY SCHOOLS**

**AND THE**

**UTICA FEDERATION OF TEACHERS**

**JULY 1, 2018 TO JUNE 30, 2020**

# TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
I	Recognition.....	1
II	Agency Shop.....	1
III	Working Conditions.....	2
IV	Grievance.....	2
V	Teaching Assignments.....	6
VI	Seniority.....	6
VII	Leaves of Absence.....	7
VIII	Lay-Off.....	9
IX	No Strike.....	9
X	Wages.....	10
XI	Compensation.....	11
XII	Health Insurance.....	12
XIII	Emergency Manager.....	14
	UFT Alpha.....	14
	Duration of Agreement.....	15
	Non-Discrimination.....	15
	Signature Page.....	16

## **ARTICLE I**

### **RECOGNITION**

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

## **ARTICLE II**

### **AGENCY SHOP**

## ARTICLE III

### WORKING CONDITIONS

- 3.1 Bargaining unit personnel will be paid their regular hourly rate when required to attend open houses, curriculum nights, staff meetings, registration, fall and spring parent teacher conferences and/or recruiting activities.
- 3.2 It is recognized by the Federation and the Utica Community Schools that all staff have a professional responsibility in the general supervision of the school area to preserve property and the welfare of students.
- 3.3 On days when students are excused due to closure of the Utica Community Schools for inclement weather or other emergencies, Adult Education, ESL and Utica Learning Academy personnel will not report and will be paid for their scheduled work hours up to three (3) closures. School closure days four (4), five (5) and six (6) will be non-compensated. School closure days seven (7) and beyond that are not made up, will be offered as proportionately compensated professional development. (Paid prep time is not applicable for this article.)
- 3.4 A fan-out procedure utilizing the district RoboCall system shall be established for the purpose of communicating with bargaining unit personnel.
- 3.5 The Utica Federation of Teachers shall have the right to post notices of activities and matters of the Utica Federation of Teachers' concern. A designated area within the work location will be accessible to staff.
- 3.6 Community Education Department will provide the required textbooks, workbooks and/or teaching materials.
- 3.7 Any teacher has the right to have a representative of the bargaining unit personnel present during the time that the teacher is being reprimanded or disciplined.

## ARTICLE IV

### GRIEVANCE

- 4.1 **Definition:** Any claim by a member of the Utica Federation of Teachers that there has been a violation or misapplication of the specific and expressed terms of this Agreement shall be a grievance and shall be resolved through the procedure set forth therein.

- 4.1.1** An **Aggrieved Person** shall mean the individual Utica Federation of Teachers member covered by this Agreement.
- 4.1.2** A **Party of Interest** shall mean the union or the individual or individuals making the allegation and/or any individual whom the Utica Community Schools designates to take action to process and attempt to solve the grievance.
- 4.1.3** The term **Days** in this section shall mean unit working days, except where otherwise stipulated.
- 4.1.4** The grievance **Form** for filing and processing a grievance shall be provided to the Utica Federation of Teachers so as to facilitate the grievance procedure. The form shall make provisions for the description of the alleged violation, specific provision of the Agreement and the specific redress requested by the grievant. The form shall make provision for the grievant to state the specific time, place, circumstance and section or subsection of the Agreement allegedly violated.
- 4.2** The following matters shall not be the basis of any grievance filed under the procedure outlined herein: The discharge of a probationary bargaining unit member; any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teacher Tenure Act. In addition, any matter having been processed through the forums outlined herein shall not be the basis for any grievance filed under the grievance procedure.
- 4.3** The number of days indicated at each step of the grievance procedure shall be considered as the maximum to expedite the process. If the grievant fails to comply within the time limit, the grievance shall be considered settled on the basis of the written answer by the responding party. If the responding party fails to comply with the time limit at any step in the procedure, up to and including Step 2, the grievance shall automatically be positioned to the next step pursuant to this section. The parties may agree to extend the time limit at any step, however, this agreement must be in writing.
- 4.4** Grievances that stipulate a class action shall be positioned initially at Step 3.
- 4.5** **General Principles:**
- 4.5.1** The Utica Federation of Teachers shall establish a grievance committee. Any member of the grievance committee who shall be a party of interest to any grievance shall be disqualified, except in any class action case as to

make this impractical. Not more than three (3) members of the grievance committee shall be present during the grievance procedure. The Utica Federation of Teachers may be represented at Step 3 by an official of the Michigan Federation of Teachers.

- 4.5.2 A grievance may be withdrawn at any step without prejudice.
- 4.5.3 Failure of the aggrieved individual to file the grievance within the time limits specified shall be conclusive evidence that the said incident or grievance has been satisfactorily resolved.
- 4.5.4 The president of the Utica Federation of Teachers must supply the names of the grievance committee in writing to the Human Resources Department before the Utica Community Schools has a duty to deal with them. The Utica Federation of Teachers may change or add representatives by giving ten (10) days written notice.
- 4.5.5 In processing grievances, released time may be granted upon mutual agreement between the aggrieved, the Human Resources Department and the immediate supervisor of the aggrieved. Such release time may be without loss of pay if approved in advance by the Human Resources Department.

#### **4.6 Grievance Procedure:**

- 4.6.1 **Step 1:** Any unit member may discuss an alleged problem with their appropriate administrator within five (5) working days or ten (10) calendar days of the alleged act with the objective of resolving the matter informally.
- 4.6.2 **Step 2:** In the event the unit member is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within ten (10) days of the presentation of the grievance, said teacher may file the grievance in writing with the Association's grievance committee with a copy to the appropriate administrator. The appropriate administrator shall initial and date the form before the grievance complaint is filed with the Grievance Committee. If a dispute shall arise as to the time of filing, such initialing shall be conclusive evidence of the date of its receipt. The filing with the grievance committee and initialing of the copy by the appropriate administrator must occur within the ten (10) days of the alleged aggrieved act. Within ten (10) days of receipt of the grievance, the grievance committee shall decide whether or not there is a

legitimate grievance. If the committee decides there is a legitimate grievance it shall immediately process the claim in writing with the appropriate administrator. The appropriate administrator shall meet on the grievance within five (5) days of receipt of the written grievance from the grievance committee. This meeting may be attended by not more than the grievant, two (2) representatives of the Union and two (2) representatives of the Utica Community Schools. Within five (5) days from the meeting the appropriate administrator shall render a decision in writing to the grievant.

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

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

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

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

**4.7.3** The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Federation and one-half (1/2) by the Board, and all other expenses shall be borne by the party incurring them.

## **ARTICLE V**

### **TEACHING ASSIGNMENTS**

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

## **ARTICLE VI**

### **SENIORITY**

#### **6.1 Bargaining Unit Seniority**

**6.1.1** Bargaining unit seniority shall be calculated on an hourly basis. Each compensated hour shall be calculated as an hour of seniority in the unit.

**6.1.2** For the purpose of calculating the number of hours of seniority into days each six (6) hours of compensated employment shall equal one (1) day of seniority.

**6.1.3** For the purpose of calculating the number of days of seniority into years, each one-hundred eighty (180) days of seniority shall equal one (1) year of seniority.

#### **6.2 Seniority List**

**6.2.1** The seniority calculation shall be computed by the Community Education Administration. Each bargaining unit member will receive a notice of their seniority by mail.

**6.2.2** Bargaining unit members shall have thirty (30) calendar days to challenge their seniority. Failure to challenge shall signify that the calculation is



accurate and shall not be adjusted at a later date. The challenge must be in writing and specify the error in calculation and the desired correction.

**6.2.3** Unresolved disputes shall be referred to a joint committee of the Union, the Director of Community Education, and a representative from the Human Resources Department. The determination of the committee shall be final and may not be challenged or altered at a later time. In the event of ties the Utica Federation of Teachers lottery shall be used.

### **6.3 Loss of Seniority**

**6.3.1** A bargaining unit member shall lose his/her seniority for the following reason(s):

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

## **ARTICLE VII**

### **LEAVES OF ABSENCE**

**7.1** Leaves of absence of one (1) year or less may be granted when approved by the Human Resources Department. Seniority shall not accrue during such leave.

**7.2** All leaves shall be for a definite period of time with a specific termination date. Personnel granted leave shall be required to report to duty upon the termination of the leave.

**7.3** The parties agree that abuses which defeat the purpose for which the leave is granted are violative of the ethical standards of the teaching profession and are intolerable to the public responsibility reposed in the Utica Community Schools.

**7.4** Refusal to grant a leave of absence request shall not be the subject of a grievance.

**7.5** **Compensated Leaves**

**7.5.1** **Bereavement:**

**7.5.1.1** Leave up to a maximum of four (4) normally scheduled working days, when required, may be granted in the case of the teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents, or members in the employee's immediate household.

**7.5.1.2** The number of hours to be approved will depend on the travel, circumstances and date of funeral.

**7.5.1.3** Four (4) working days shall not be regarded as the norm.

**7.5.1.4** Proof of relationship and date of funeral may be required.

**7.5.1.5** Reference to in-law shall be for current marriage.

**7.6** **Jury Duty:**

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

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

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

**7.7 Worker's Compensation**

**7.7.1** As prescribed by the State of Michigan.

**7.8 FMLA**

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

**ARTICLE VIII**

**LAY-OFF**

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

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

**8.3 Adjustment to Compensation**

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

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

**ARTICLE IX**

**NO STRIKE**

**9.1** The Federation fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools without interruption or interference due to strikes.

9.2 Accordingly, the Federation agrees on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed.

## ARTICLE X

### WAGES

Teacher	Step	2018-2019 2019-2020
	1	23.92
	2	24.39
	3	24.86
	4	25.49
	5	26.52
	6	27.05
	7	27.60
	8	28.16
<b>ACADEMIC ADVISOR</b>		<b>28.75</b>

A one-half (1/2) step will be applied for those eligible for each year of the contract.

### **PREP TIME**

Utica Learning Academy Teachers shall receive one-half (1/2) hour paid prep time for one (1) class, one (1) hour paid prep time for two (2) classes or one and one-half (1 ½) hour paid prep time for three (3) classes. Compensated planning and preparation shall be conducted at the work site.

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

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

### **MINIMUM GUARANTEED HOURS**

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

## **RECORDS DAY**

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

## **TRAVEL**

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

## **ADVANCED DEGREE**

Teachers and Academic Advisors who have a master's degree on file with the Human Resources Department shall receive a payment of \$500.00. Verification must be provided to the Department of Human Resources by the second Friday in November to be accepted for that school year. Such payment will be made on the final pay date in June.

## **PAID SICK LEAVE TIME**

Three (3) paid sick leave days will be provided at the beginning of each semester (six total). Accrual will be pro-rated for late hires.

Paid sick leave is intended for the expressed purpose of personal ill or family ill. Verification documentation will be required if three (3) or more paid sick leave days are used consecutively or should a questionable pattern of use exist. Employees must report absence in a timely manner using the district reporting system.

Unused days are not carried over and shall be paid out at the current wage at the conclusion of each contract year. Payout for unused days is not available for early separation.

Paid prep time is not applicable for this covenant.

## **ARTICLE XI**

### **COMPENSATION**

**11.1** Payroll deductions may be made for the following:

**11.1.1** Utica Community Schools Foundation

**11.1.2** Direct Deposit – multiple banks/credit unions

**11.1.3** 403b and 457 Investment Plans

Tax Deferred Payments – Buying years of service for retirement  
Michigan Education Savings Plan - MESP

**11.2 Subbing:**

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

**11.3 Retirement Contribution**

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

**11.4 Professional Development**

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

## **ARTICLE XII**

### **INSURANCE BENEFITS**

**12.1 District Sponsored Health Care Insurance**

**12.1.1** Persons who work a minimum of twenty-four (24) hours per week are eligible for district sponsored employee-only (single) health care insurance. The eligibility threshold is twenty-two (22) hours for persons with a night school schedule.

**12.1.2** The premium cost sharing shall be fifty percent (50%) employer or two hundred dollars (\$200.00) per month, whichever is greater. Additional costs such as deductible, etc. are at employee cost.

**12.1.3** The employee may elect to use pre-taxed earnings through payroll deduction for her/his premium cost sharing responsibilities.

**12.1.4** The health care insurance carrier shall be determined by the Board of Education.

## **12.2 District Sponsored Vision Insurance**

**12.2.1** Persons who work a minimum of twenty-four (24) hours per week are eligible for district sponsored employee-only (single) vision insurance. The eligibility threshold is twenty-two (22) hours for persons with a night school schedule.

**12.2.2** The premium cost sharing shall be one-hundred percent (100%) employer cost. Additional costs such as co-pays, etc. are at employee cost.

**12.2.3** The vision insurance shall be equal in nature to NVA-2.

**12.2.4** The vision insurance carrier shall be determined by the Board of Education.

## **12.3 District Sponsored Term Life Insurance**

**12.3.1** Persons who work a minimum of twenty-four (24) hours per week are eligible for district sponsored employee-only (single) term life insurance. The eligibility threshold is twenty-two (22) hours for persons with a night school schedule.

**12.3.2** The premium cost sharing shall be one-hundred percent (100%) employer cost.

**12.3.3** The policy shall be ten-thousand dollars (\$10,000.00) group term life insurance coverage including accidental death and dismemberment.

**12.3.4** The term life insurance carrier shall be determined by the Board of Education.

**ARTICLE XIII**

**EMERGENCY MANAGER**

- 13.1** As required by Public Act 9 of 2011, an emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.
  
- 13.2** The parties did not mutually agree on this provision. By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. The Union reserves the right to assert, where appropriate, that this clause is not enforceable.

**SENIORITY LIST**

**UTICA FEDERATION OF TEACHERS ALPHA**

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

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



## **DURATION OF AGREEMENT**

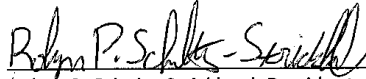
**Duration of Agreement:** This agreement shall be effective as of July 1, 2018 and remain in effect until June 30, 2020, unless otherwise specified and upon final ratification of the parties.

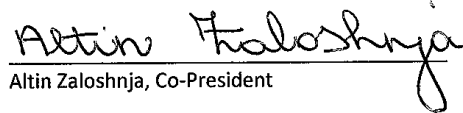
There shall be no retroactivity on Article XII. Coverage will begin after the employee enrolls.

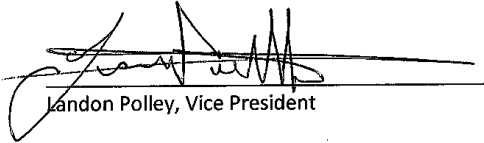
## **NONDISCRIMINATION**


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

UTICA COMMUNITY SCHOOLS  
UTICA FEDERATION OF TEACHERS

  
Robyn P. Schultz-Strickland, President


  
Altin Zaloshnja, Co-President

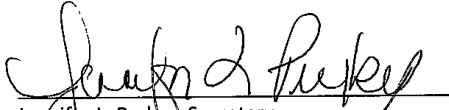
  
Landon Polley, Vice President


  
Kristin Lee, Treasurer

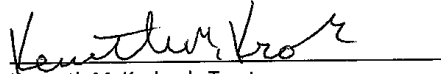
BOARD OF EDUCATION  
UTICA COMMUNITY SCHOOLS,  
MACOMB COUNTY, MICHIGAN


  
Gene L. Klida, President

  
Michele Templeton, Vice President

  
Jennifer L. Prybys, Secretary

  
Robert A. Ross, Ph.D., Treasurer

  
Kenneth M. Krolczyk, Trustee

  
Mary K. Thomas, Pd.D., Trustee

  
Denyeal Nesovski, Trustee