

AGREEMENT
BETWEEN THE
UTICA COMMUNITY SCHOOLS
and the
UTICA PARAPROFESSIONAL ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022

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ARTICLE 1
DESIGNATION OF PARTIES

- 1.1 On this 1st day of July, 2019 at Sterling Hts., Michigan, the Utica Community School District located at Sterling Hts., Michigan, hereinafter designated as the "Employer", and by the Utica Paraprofessional Association /MEA/NEA, hereinafter designated as the "Association", agree as follows:

ARTICLE 2
PREAMBLE

- 2.1 It is the general purpose of this Agreement to promote the mutual interests of the School District, its students and its employees, and to provide for the operation of the School District. The parties to this Agreement will cooperate fully to secure the advancement of these purposes.

ARTICLE 3
RECOGNITION

- 3.1 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of Michigan, 1965, for all Utica Paraprofessional Association as specified in Section 3.2 of this Article.
- 3.2 The term "Utica Paraprofessional Association" (UPPA) when used hereinafter in this Agreement shall include all employees as herein defined. Employees holding the following assignment title shall comprise this unit: Elementary Technology Specialists; S.C.O.R.E. Techs, EL/Bilingual paraeducators, Special Services paraeducators, Title I paraeducators, Intervention paraeducators; General Education paraeducators, Health Resource paraeducators, Research Center paraeducators, and Campus Monitors.

ARTICLE 4
BOARD RIGHTS

- 4.1 Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Utica Community School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan, and inherent in the responsibilities to manage a Public School System, including the right:
- A. to the executive management and administrative control of the school system and its properties and facilities and activities of its employees during working hours.
 - B. to hire all employees and subject to the provisions of law, to determine their qualifications.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan, and the laws and Constitution of the United States.
- 4.3 Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or Constitution of the State of Michigan and the Public Employment Relations Act. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

ARTICLE 5
EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 5.1 Each employee covered by this bargaining unit accepts the responsibility to strive for excellence in their work, and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.

- 5.2 Each employee covered by this bargaining unit agrees to uphold policies, rules, regulations, and practices of the Board and the several sections of this Contract not in conflict with the laws and Constitution of the United States and the State of Michigan.
- 5.3 Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- 5.4 Bargaining unit members shall be entitled to full rights of citizenship. Religious or political activities of any bargaining unit member or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the employer unless it can be demonstrated that the performance of their duties have been adversely affected.
- 5.5 Bargaining unit members may be required to administer medication to students as part of their regular duties. Such activities shall be conducted in accordance with MCL 380.1178 of the Revised School Code of the State of Michigan. The District will obtain and maintain liability insurance which specifically provides coverage for all members involved in such responsibilities.

ARTICLE 6

AID TO OTHER UNIONS

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

ARTICLE 7

MEMBERSHIP

- 7.1 Membership in the Utica Paraprofessional Association shall be open to all employees regardless of age, race, creed, sex, marital status or national origin.

7.2 The Board agrees to submit the names of newly hired employees to the Association within five (5) working days of the date of hire.

ARTICLE 8
ASSOCIATION REPRESENTATIVES AND
ASSOCIATION REPRESENTATION

- 8.1 It is agreed between the parties that the Association Representative structure and areas represented as submitted by the Association to the Employer will be the structure recognized by the parties for the term of this Agreement.
- 8.2 The Association will provide the Employer with the names of the Association representatives, alternates and officers upon election or appointment. The Employer will provide the Association with a chain of command chart for processing grievances, naming the individual in each position at the time of the signing of this Agreement, and the changes as they occur. The Employer will also notify the Association when an alternate will be designated to replace an individual.
- 8.3 The Association will be provided up to sixteen (16) days during the school year for use as determined by the Association President to perform Association business. The Association will purchase these days at the current substitute rate when a substitute is employed. The Association will provide at least 48 hour notice when a substitute will be required. The Human Resources Office administrator may grant additional time, upon request from the Association President.
- 8.4 The President will notify the Human Resources Office prior to designating an alternate under this provision.
- 8.5 The Association President or his/her designated representative may be allowed up to one (1) hour per day, to address Association business.
- 8.6 The Employer will provide full pay for one (1) day for each of up to four (4) people, for a total of four (4) days per year, elected as at-large delegates of UPPA, upon prior notice, to attend the state convention of MEA in its convention year.
- 8.7 This Article is applicable only when the employee attending the convention for the Association would normally be scheduled for work.

ARTICLE 9
SPECIAL CONFERENCES

- 9.1 Special Conferences for important matters may be arranged between the Association's representative and the designated representative of the Employer upon the request of either party. Such meetings shall be arranged between not more than two (2) representatives of the Employer and by not more than two (2) representatives of the Association, unless additional representation is mutually agreed upon by the parties. Arrangements for such Special Conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The Association's members shall not lose time or pay for the time spent for Special Conferences held during working hours.
- 9.2 The Association representatives may meet on the Employer's property at a mutually agreed upon location between the Association and the Employer for at least one-half (1/2) hour immediately preceding the Special Conferences.

ARTICLE 10
SUPPLEMENTAL AGREEMENTS

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

ARTICLE 11
GRIEVANCE PROCEDURE

- 11.1 A "grievance" is any difference that may arise between the parties hereto as to:
- A. Any matter relative to pay, wages, hours of employment and other conditions of employment.
 - B. Any matter involving the interpretation or violation of any of the provisions of this Agreement.
- 11.2 Settlement of grievances initiated more than ten (10) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

- 11.3 The Association President must, in writing, supply the names of those empowered to process grievances on behalf of the Association to the Employer before the Employer has a duty to deal with them. The Association may change a designated representative by giving ten (10) days prior, written notice to the Employer. Such change shall not affect any grievance in process. The Executive Director may process grievances on behalf of the Association at any level.
- 11.4 Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law shall not be the basis of any grievance filed under the procedure outlined in this Article.
- 11.5 If an employee, or the Association, has a grievance, it shall be presented to the Employer as follows:
- A. Informal
1. In the event an employee or the Association has a complaint they must contact the immediate supervisor involved, who together with the employee shall endeavor to solve the problem. The employee may have an Association representative with him/her at these informal meetings if he/she so chooses.
 2. Each grievance shall have to be initiated within ten (10) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within ten (10) working days after the Association or the aggrieved becomes aware of the cause for complaint.
- B. Formal
1. Step 1 - In the event the complaint is not resolved informally, the employee and/or Association must reduce the matter to writing and file it with the immediate supervisor who shall initial and date the grievance form. The Supervisor will provide the Association a written response within ten (10) working days of the receipt of the grievance. Grievance must state the alleged specific contract language violation(s), the issue, pertinent facts, and the desired remedy. If the matter cannot be addressed by the immediate supervisor, the Association may waive Step 1 of the formal grievance procedure and may move directly to Step 2 of the formal grievance procedure.

2. Step 2 - Unresolved grievances from Step 1 above must be filed by the Association with the Human Resources Office within ten (10) working days of the receipt of the Administration's written response in the first step. The Human Resources Office shall establish a meeting with the Association within ten (10) working days from the receipt of the Association's response. Either party at this step may use one (1) resource person if necessary. The Human Resources Office will provide the Association a written response within ten (10) working days from the date of the meeting.
3. Step 3 - Unresolved grievances from Step 2 above must be filed by the Association with the Assistant Superintendent for Human Resources within ten (10) working days of the receipt of the written response from the Human Resources Office in the second step. The Assistant Superintendent for Human Resources shall meet with the Association within ten (10) working days from the receipt of the Association's response. The Assistant Superintendent for Human Resources shall answer in writing to the Association President within ten (10) working days following the meeting of the Assistant Superintendent for Human Resources and the Association.
4. Step 4 - The Association may, within 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 arbitrator will be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement. Expenses shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party.

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

11.7 Powers of the Arbitrator

- A. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side by step three.
- B. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
- C. The decision of the arbitrator shall be final and binding upon all parties within the arbitrator's jurisdiction. The arbitrator shall be requested to issue his/her written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

ARTICLE 12 ***DISCHARGE, SUSPENSION AND REPRIMANDS***

- 12.1 The Employer recognizes the objective of progressive discipline. The concept of just and reasonable cause will apply for the purpose of this Article. However, this Article does not apply to probationary employees.
- 12.2 When an employee is disciplined less than a written reprimand; which is to be affixed to his/her personnel record, the Association and the employee shall be notified in writing, within three (3) working days, of the action. An employee may request, in writing, that no written notice be sent to the Association.
- 12.3 When an employee is given a disciplinary discharge, suspension, layoff, or a written reprimand which is to be affixed to his/her personnel record, the Association and the employee shall be notified in writing, if possible within three (3) working days, of the action taken. Other than in cases of gross misconduct, an employee and/or the Association may, at any time, request the removal of written discipline from the employee's personnel file. The District shall consider such requests and respond to the requesting party in a timely manner.

ARTICLE 13
PROBATIONARY EMPLOYEES

- 13.1 The probationary period for new hires shall be the first forty-five (45) working days of their employment. New hires shall be entered on the seniority list from the first day worked.
- 13.2 It is agreed that in order to provide additional time for a probationary employee to adjust to the new circumstances relative to his/her employment, the Employer may extend the probationary period thirty (30) working days, for a total probationary period of seventy-five (75) working days. The Employer will send written notification to the Association of the reasons for the extension.
- 13.3 The Employer shall send written notification to the Association within ten (10) working days of the probationary employees' completion of the probationary period.
- 13.4 Probationary employees will not receive any fringe benefits during their probationary period. However, they will accumulate sick days during such period, but may not utilize them until the completion of their probationary period. In accordance with Article 22, probationary employees shall be compensated for all holidays occurring during his/her probationary period.

ARTICLE 14
SENIORITY

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

- 14.4 Seniority shall be adjusted to the extent of any and all leaves of absence as specified within this Agreement. Adjustments are limited to leaves of absence of more than ten (10) consecutive unpaid working days.
- 14.5 An employee shall lose his/her seniority for the following reasons:
- A. He/she quits or retires.
 - B. He/she is discharged and discharge is not reversed through grievance proceedings.
 - C. He/she fails to return to work within five (5) working days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records.
 - D. He/she is absent from work five (5) consecutive working days without advising the Employer or giving satisfactory reasons to the Employer for such absence.
 - E. He/she overstays a leave of absence, unless there are extenuating circumstances.
 - F. He/she gives a false reason for a leave of absence.
 - G. He/she engages in other employment during such leave, except as provided in Article 20.7, "Career Change Leaves".

ARTICLE 15

REDUCTION IN WORK FORCE

- 15.1 The Association recognizes the exclusive right of the Employer to determine personnel cuts.
- 15.2 Articles 15 and Article 16 will be reviewed annually, prior to May 1st, by the Human Resources Department and the Association to discuss the following:
- A. Anticipated staffing needs/changes for the upcoming school year

- B. Communication plan to employees regarding assignments for the upcoming school year
- C. Review of letter of agreement defining Bid process

15.3 The identification of individuals and their determinations resulting from reduction in work force will be established through a two-part process commonly known as (1) Bump and (2) Bid. For circumstances in which the Bump/Bid process proved inconclusive, attempts for mutual agreement shall be made with final authority residing with the Board of Education.

15.4 Bumping during Reduction in Work Force is permissible as follows:

A. Classification B: EL/Bilingual Paraeducators

1. The least senior EL/Bilingual paraeducators in the building in which an EL/Bilingual assignment title being reduced or eliminated is identified as displaced or if applicable, may bump the least senior EL/Bilingual paraeducators in the District with like hours within one to displaced status.
2. The displaced paraeducator shall participate in summer Bid process as applicable.
3. In the event an EL/Bilingual position within the District is newly created or becomes vacant prior to the summer Bid, the displaced EL/Bilingual paraeducators may be assigned directly to the opening.

B. Classification B: Special Services Paraeducators

1. The individual in the SETA assignment title being reduced or eliminated is identified as displaced or if applicable, may bump the least senior SETA in the building with like hours within one (1) to displaced status.
2. The displaced paraeducator shall participate in summer Bid process as applicable.
3. In the event an identical SETA position within the building is newly created or becomes vacant prior to the summer Bid, the displaced SETA may be assigned directly to the opening. If the vacancy is not identical, it shall post.

4. Identical position for this purpose is defined as Building Support to Building Support, Personal Care to Personal Care or Resource/Self Contained Program to (any) Resource/Self Contained Program

C. Classification B: Title I Paraeducators

1. The least senior Title I paraeducator in the building in which a Title I assignment is being reduced or eliminated is identified as displaced or if applicable, may bump the least senior Title I in the District with like hours within one (1) to displaced status.
2. The displaced paraeducator shall participate in summer Bid process as applicable.
3. In the event a Title I position within the District is newly created or becomes vacant prior to the summer Bid, the displaced Title I paraeducator may be assigned directly to the opening.

D. Classification B: S.C.O.R.E. Tech Paraeducators

1. The individual in the specific S.C.O.R.E. Tech assignment title being reduced or eliminated is identified as displaced or if applicable, may bump the least senior S.C.O.R.E. Tech in the District with the identical position and like hours within one (1) to displaced status.
2. The displaced paraeducator shall participate in summer Bid process as applicable.
3. In the event an identical S.C.O.R.E. Tech position within the District is newly created or becomes vacant prior to the summer Bid, the displaced S.C.O.R.E. Tech may be assigned directly to the opening. If the vacancy is not identical, it shall post.
4. Identical position for this purpose is defined as Marketing to Marketing, Nursing to Nursing, Auto to Auto, Welding to Welding, etc.

E. Classification B: Health Resource Paraeducators

1. The individual in the Health Resource paraeducator assignment title being reduced or eliminated is identified as displaced or if applicable, may bump the least senior Health Resource paraeducator in the building with like hours within one (1) to displaced status.

2. The displaced paraeducator shall participate in summer Bid process as applicable.
3. In the event a Health Resource paraeducator position within the District is newly created or becomes vacant prior to the summer Bid, the displaced Health Resource paraeducator may be assigned directly to the opening.

F. Classification C: General Education Paraeducators

1. General Education teacher assistants for overage or other support(s) are annually displaced based on the nature of the assignment.
2. The displaced paraeducators may participate in summer Bid process as applicable or have the option to defer and wait until GETA overage positions are identified during the second week of school.
3. GETA opportunity call backs will be conducted in seniority order.

15.5 A Bid session shall be conducted in the event there are known vacancies prior to the beginning of school. Bid procedures shall be outlined in a letter of mutual agreement and annually reviewed prior to implementation.

15.6 Persons removed from an assignment due to reduction of work force will be designated as 'displaced' until alternatives through Bump/Bid have been exhausted.

15.7 Upon exhausting alternatives for displaced personnel, the District will designate remaining unassigned personnel as reduction in work force, or lay off. The District will update the Association of staffing status upon the conclusion of the annual Bid.

15.8 The District will provide the Association with an official listing of personnel unassigned and therefore designated as lay off on or before the last business work day prior to the first day of school. The District will provide the Association with a listing of GETA paraeducators unassigned and therefore designated as lay off on or before the last workday of September.

15.9 In the event of lay off as defined in Article 15, applicable claims of unemployment or underemployment will not be contested.

ARTICLE 16
RECALL

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

ARTICLE 17
ASSIGNMENT

- 17.1 Employees will be assigned work areas in accordance with the needs of the Employer. When activities or workloads appear to be excessive the employee shall have the right to a special conference with his/her immediate supervisor, with or without the Association Representative.
- 17.2 An employee who is requested by the employer to work during the summer, shall be paid his/her contractual rate.
- 17.3 When an employee is assigned to work in a higher classification for a period of two (2) or more days, he/she will be paid the rate of the higher classification.

When an employee is assigned to work in a lower classification, he/she shall suffer no loss of pay. This provision shall not be applicable to employees when involuntarily transferred pursuant to Article 18.

17.4 When a permanent position is vacant and has been filled on a temporary basis by a substitute for more than sixty (60) working days, the position must be posted and opened up as a permanent position.

Vacant permanent positions resulting from documented and approved medical leave of absence will not be posted and will be held for the employee until return or through the current school year (whichever comes first). The District has discretion to hold an assignment for a returning individual beyond the first day.

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

17.6 Less than full year employees of this bargaining unit who wish to be considered for substitute and/or temporary work during the non-working summer weeks may submit their name to the Human Resources Department.

ARTICLE 18

VACANCIES

18.1 All vacancies and newly created jobs within the bargaining unit shall be posted listing the specific requirements of the position for a period of five (5) business days in a conspicuous place in each building. All postings will be posted via the District website.

18.2 Employees interested in the vacancies shall apply online within the five (5) day posting period. Notification shall be made to the selected applicant and to those not selected in a timely manner after the close of the interview period.

18.3 In filling vacancies the Employer agrees to give due weight to the experience, competency, attendance, work record, and other posted qualifications and skills of all applicants, and the length of time each has been in their classification and in the District. When the experience, competency, attendance, work record, and other posted qualifications and skills of the two or more applicants are relatively equal, the most senior applicant from within the title assignment will be awarded the position. If there are no applicants from within the title assignment, the most senior qualified applicant from within the classification will be awarded the position. If there are no applicants from within the classification, the most senior qualified applicant from outside the classification shall be awarded the position.

- 18.4 TEMPORARY TRANSFERS - Employees so transferred shall receive the rate of pay, whichever is higher, between their former job rate of pay or the rate of pay for the job to which they are transferred.
- 18.5 INVOLUNTARY TRANSFERS - Involuntary transfers shall not take place without prior discussion with the affected employee in which case any objections to the assignment by the employee shall be considered. Whenever possible, involuntary transfers are to be minimized and avoided.

ARTICLE 19

PAID LEAVE

- 19.1 Sick Leave: (Seniority accumulative and benefits accruing)
- A. Employees shall accumulate one (1) day of sick leave allowance, equivalent to the number of hours normally worked in their work assignment for each month the employee receives pay in a regular yearly position. Unused sick leave shall accumulate up to a maximum of one hundred (100) days and shall be designated as “accumulated sick leave allowance”.
 - B. In addition to monthly accrual of sick leave as described above in Provision A, employees will receive two (2) additional sick leave days during the school year with one (1) of these days added to her/his personal allowance on the last workday of September and one (1) added on the first day of the second semester provided she/he is working at that time or on approved paid leave. This sick leave time shall be proportionate to the number of regularly scheduled hours for the assignment at the time of the indicated dates.
 - C. An employee's absence shall be chargeable to this accumulated sick leave allowance. Sick leave days for employees will be paid on the basis of the number of actual scheduled hours of work or actual hours absent, and the employee's current rate of pay. Employees must report sick leave absences using the absence reporting system and may report sick leave absences on an hourly basis using the absence reporting system.
 - D. An employee, while on paid sick leave shall be deemed to be on continuous employment for the purposes of computing all benefits referred to in this Agreement.

- E. An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- F. Upon retirement by or death of a bargaining unit member from the Utica Community Schools and the Michigan Public Schools Employees Retirement System, the employee or the employee's estate will be compensated for those accumulated sick leave days in excess of fifty (50) up to one hundred (100) days at the rate of \$5.00 per hour.
- G. In any one year, the employee may use, from his/her "accumulated sick leave allowance", up to five (5) days for a bona fide pressing need due to illness in the immediate family. Immediate family shall be interpreted as a spouse, children, parent or a family member residing in the employee's household.
- H. The parties agree that abuses which defeat the purpose for which the leave exists are in violation of the standards of the Association and are intolerable to the public responsibility reposed in the Employer.

19.2 Personal Leave:

Three (3) of the accumulative sick leave days may be used annually as leave days without specificity to all employees. Requests through the district attendance system must be made at least two (2) working days prior to the date of the leave. Personal leave days may only be taken in half or whole days. Personal leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies. However, an employee's immediate supervisor may approve the use of personal leave days in conjunction with paid holidays and/or vacation periods when the leave will not adversely affect the operation of the School District.

19.3 Business Leave:

One of the accumulated sick leave days may be used annually for Business leave for business that cannot be conducted at any time other than during working hours. Business leave days are to be used only to conduct true and pressing business that cannot be conducted on days or hours other than that of the working schedule. Requests for the use of a business leave day must be submitted through the district attendance system not less than two (2) work days prior to the date of the leave. This request must state the reason and receive the approval of the employee's supervisor

and the final approval of the Assistant Superintendent for Human Resources. Business leave days may not be taken immediately prior to or subsequent to paid holidays or vacation periods except in emergencies.

19.4 Funeral Leave:

In the event of the death of an employee's parents, step-parents, child, step-child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, daughter-in-law, or a member of the employee's immediate household; the employee shall be allowed up to three (3) consecutive days, and may be allowed two (2) additional days depending on travel time required, as bereavement days. Pay will be at his/her average earned rate for the time lost from the employee's regularly scheduled work. The employee must attend the funeral to be entitled to the above payment and such days are not to be deducted from sick leave.

19.5 Association Funeral Obligations:

The Association President, or his/her designated representative shall be allowed one (1) day in the event of a death of a member of the Association for the exclusive purpose of attending the funeral. Request for released time by members of the Association desiring to attend the funeral of an Association member shall be given consideration by the employee's supervisor.

19.6 Judicial Obligations:

- A. An employee who serves on jury duty will be considered on the job for purposes of leave accrual and will be paid the difference between his/her pay for jury duty and his/her regular pay.
- B. If an UPPA employee is subpoenaed by the School District or on behalf of the Employer, they will be considered on the job and paid his/her regular pay

ARTICLE 20
UNPAID LEAVE

20.1 Leave of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority. Leaves will be granted upon written request to the Human Resource Office, without loss of seniority or classification to all full time employees

with one (1) year of employment. Leaves may be granted, upon written request, without loss of seniority or classification to part time employees at the discretion of the employer. Leaves may be granted for:

- A. Service in governmental agencies or nationally recognized professional labor, social and fraternal organizations which the employee has been formally designated to represent. (Seniority fixed and benefits non-accruing.)

20.2 Disability Leave: (Seniority accumulative and benefits accruing - per Article 32.)

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.

20.3 Prolonged illness in the immediate family with appropriate medical documentation: Spouse, child, step-child, parent, step-parent, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and/or a relative living and making his/her home in the employee's household, shall be included in the employee's "immediate family". Upon the request of the employee, the employer may grant leave allowance even though the person who is injured, ill, or deceased is not within the employee's "immediate family". (Seniority fixed and benefits non-accruing.)

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

20.5 Consent Leave: (Seniority fixed, ten (10) days or more and benefits non-accruing.)

- A. All leaves other than those provided for in the above sections shall be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof.

20.6 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 a leave and their reinstatement after such service shall be in accordance with the Universal Military Training Act as amended and other applicable laws and regulations.

- 20.7 Career Change Leaves: (Seniority fixed and benefits non-accruing.)
- A. A bargaining unit member may be granted a leave of absence for up to a maximum of ninety (90) working days or through the end of the current school year (whichever comes first) for the purpose of exploring the possibility of making a "career change". Individuals returning from a career change leave during mid-school year will be awarded the next available assignment of the same classification last held.
 - B. Article 14.5.G. shall not apply to persons granted career change leaves.
- 20.8 Persons returning at the expiration of their approved leave of absence shall be placed in any vacancy existing in the classification they last held before going on leave. If no vacancy exists, they shall have the right to bump as provided in Article 15. This provision does not apply to those on a leave in accordance with Articles 20.5, 20.7.
- 20.9 Employees who are on unpaid leave of absence shall not be permitted to bid on any vacancies until after having returned from such leave.
- 20.10 The Association is to be notified of all unpaid leaves when granted by the Administration.
- 20.11 Family Medical Leave Act - Employees will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under this Agreement.

ARTICLE 21

HEALTH AND SAFETY IN THE WORK PLACE

- 21.1 It is recognized that the health and safety of employees is a prime concern of the Employer. Therefore, a district-wide emergency plan providing for individual building and department programs will be established and modified periodically by the Employer to maintain its effectiveness. This procedure is a proper subject for discussion at a Special Conference.
- 21.2 Bargaining unit members shall not be required to work under unsafe or hazardous conditions in the work place; the employer will determine if the condition is safe, and if the employee refuses to work in such conditions and is subsequently

disciplined, such discipline is subject to the grievance procedure. The work place does not include travel to and from the employee's assignment location.

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

ARTICLE 22

HOLIDAYS

- 22.1 All bargaining unit members shall receive eleven (11) holidays with pay, in which they are not required to work, at the bargaining unit member's regular wage. Bargaining unit members shall be notified of the eleven (11) paid holidays no later than ten (10) days after the start of each school year.
- 22.2 Should a holiday fall on a Saturday, Friday shall be considered the holiday and Thursday the day preceding the holiday. Should a holiday fall on a Sunday, Monday shall be considered the holiday and Friday the day preceding the holiday.

ARTICLE 23

WORK SCHEDULE

- 23.1 Work Year: The work year shall be established by the Assistant Superintendent for Human Resources or designee.
- 23.2 Work Week/Work Day: The employee's work week and work day shall be based on the needs of the Employer and in accordance with Article 18 (Vacancies). The Employer has discretion to restrict paraeducators assignment and combined paraprofessional assignments from exceeding five hours per day. Where programming and scheduling permit, attempts will be made to promote combining of lesser assignments for individual employees.

- 23.3 School Closure: When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employee has no control over, employees will not be required to work and, will be paid by the District at their regular rate of pay for the first two (2) days school is declared closed. If school is declared closed for more than two (2) days during a school year, employees will not be required to work and, will be paid at their regular rate of pay for the day by having one (1) accumulated sick day deducted from their balance.
- 23.4 Each employee will have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. The specific time of the break will be agreed upon with his/her immediate supervisor.
- 23.5 All employees working more than four (4) hours per day, shall be entitled to a duty free uninterrupted lunch period of not less than one (1) hour unless required to work with a student. If required, the employee will be paid for the time taken from lunch period. Modifications of this provision is subject to mutual agreement between employee and immediate supervisor with approval of the Association and the Employer.
- 23.6 Employees may be requested to work on scheduled parent teacher conference, open house, and/or in-service days. If the employee is required to work, he/she shall be compensated at his/her contractual rate for work performed on such days.
- 23.7 Employees who participate in school sponsored overnight school functions shall receive \$50 for each evening they are required to stay overnight.
- 23.8 Once the school calendar and work schedule has been established, no change can be made without five (5) days prior notification to the Association except for short term changes arising out of emergency situations.
- A. The Employer will notify employees of the date they are to report for work the subsequent school year by August 1st of each year.
- 23.9 In-service Days - Employees will be allowed to attend scheduled in-service training when the nature of the training is directly related to the employee's work assignment or when it is determined that such attendance is appropriate. Determinations regarding the appropriateness of such training will be made by the Assistant Superintendent for Human Resources.

ARTICLE 24

OVERTIME

- 24.1 The general policy regarding overtime for employees is that it is first offered to employees within a department provided that the employee possess the skills and qualifications necessary to perform the tasks and are available at the time the overtime is required. Unique circumstances may dictate a departure from the general policy.
- 24.2 Overtime actually worked, and authorized by the Superintendent or her designated representative, in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week shall be compensated at time and one-half the employee's regular rate of pay. Holiday work and Sunday work shall be compensated at twice the amount of the employee's regular rate of pay without regard to the total number of hours worked during the regular work week.

ARTICLE 25

CONTINUING EDUCATION

- 25.1 Employees who successfully complete previously approved courses of study dealing with the skills required for his/her position shall be reimbursed for the tuition paid.
- 25.2 In order to receive reimbursement, employee must have prior approval from the Human Resources Department concerning the studies to be pursued. The employees shall receive a written explanation if his/her request is denied. The Association shall receive a copy of the explanation.
- 25.3 When tuition reimbursement is received by an employee and employment is terminated within a year of completion of that class, Utica Community Schools may request reimbursement of the entire amount of that payment. This request will be made pending a consultation between the Human Resources Department or a designated representative and the Association President or a designated representative.
- 25.4 Employees who have successfully completed a degreed program in a related field at an accredited institution will be entitled to a one-time payment of \$200.00. This payment will be made upon receipt of an official transcript in Human Resources. This payment will also be offered to those who currently hold, and provide verification of, a paraprofessional certification from an accredited institution or the MISD.

- 25.5 The Employer shall reimburse employees the cost of required testing provided the employee presents proof of passing such test. This would include all who have already paid for and passed tests required by ESSA.
- 25.6 Paraeducators who have successfully completed documented ESSA certification – recognized as any of the following: Associate degree, sixty (60) hours of college credit, MTTTS basic skills teacher test, Work Key test or ETS test will receive an additional twenty-five (25¢) cents per hour. Title I and S.C.O.R.E. Tech’s are not eligible.

ARTICLE 26

WORKER’S COMPENSATION

- 26.1 Each employee shall be covered by the applicable Worker's Compensation laws.
- 26.2 In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earnings not covered by Worker's Compensation, shall be covered by sick leave pay, and this portion (sick leave) only to be deducted at the equivalent straight time rate from the employee's accumulated sick leave.

ARTICLE 27

BULLETIN BOARDS, BUILDING & EQUIPMENT USE & MAIL

- 27.1 The Employer agrees to provide a designated section of an available bulletin board in each building which may be used by the Association for posting notices.
- 27.2 The Association will be permitted the use of school facilities for regular and special business meetings of the Association and for committee meetings on Association business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the Employer.
- 27.3 The Association shall have the right to use, on the school premises, all equipment, for the purpose of Association at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or his/her representative. Denial of requests is not subject to the grievance procedure.

- 27.4 The Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and prior approval is granted by the appropriate administrator.
- 27.5 The Association shall have the right to use the school mails to distribute Association material. A copy of all notices to be posted will be forwarded to the Human Resources Office.

ARTICLE 28

NO STRIKE

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

ARTICLE 29

CLASSIFICATION CHART

Classification A

Elementary Technology Specialist

Classification B

EL/Bilingual Paraeducators
Health Resource Paraeducators
Intervention Paraeducators
S.C.O.R.E. Tech
Special Services Paraeducators
Title I Paraeducators

Classification C

Campus Monitors
General Education Paraeducators
Research Center Paraeducators

ARTICLE 30
SALARY SCHEDULE

30.1 LONGEVITY:

For the purpose of determining eligibility for the payment of longevity, all service in positions within the Utica Community Schools recognized by this Agreement shall be used. It is further understood that an individual qualifies for longevity after completing the specified number of years and will receive the increased salary amounts as specified in the chart that follows:

2019-2022	
8 years	\$700
13 years	\$750
20 years	\$800

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

30.2 SALARY SCHEDULE

EXPERIENCE STEPS

When an experience step is awarded, individuals hired at any point during the previous school year will be eligible to advance.

SALARY SCHEDULE - 2019-2020						
CLASS A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ETS	12.59	13.19	14.07	14.44	14.57	14.70
CLASS B						
EL/Bilingual	12.41	12.99	13.87	14.24	14.37	14.50
Health Resource	12.41	12.99	13.87	14.24	14.37	14.50
Intervention	12.41	12.99	13.87	14.24	14.37	14.50
Special Services	12.41	12.99	13.87	14.24	14.37	14.50
Title I	12.41	12.99	14.13	14.49	15.39	15.53
S.C.O.R.E. Tech	12.41	12.99	14.38	15.51	15.65	15.79
CLASS C						
Campus Monitor	12.25	12.83	13.70	14.06	14.19	14.31
General Ed	12.25	12.83	13.70	14.06	14.19	14.31
Research Center	12.25	12.83	13.70	14.06	14.19	14.31

ADD \$0.25 per hour ESSA Certification under Article 25.6
 (Title I and S.C.O.R.E. Tech excluded)
 Full Step Pro-rated 2019-2020

SALARY SCHEDULE - 2020-2021						
CLASS A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ETS	13.09	13.72	14.63	15.02	15.15	15.29
CLASS B						
EL/Bilingual	12.91	13.51	14.42	14.81	14.94	15.08
Health Resource	12.91	13.51	14.42	14.81	14.94	15.08
Intervention	12.91	13.51	14.42	14.81	14.94	15.08
Special Services	12.91	13.51	14.42	14.81	14.94	15.08
Title I	12.91	13.51	14.70	15.07	16.01	16.15
S.C.O.R.E. Tech	12.91	13.51	14.96	16.13	16.28	16.42
CLASS C						
Campus Monitor	12.74	13.34	14.25	14.62	14.76	14.88
General Ed	12.74	13.34	14.25	14.62	14.76	14.88
Research Center	12.74	13.34	14.25	14.62	14.76	14.88

Add \$0.25 per hour ESSA certification under Article 25.6
 (Title I and S.C.O.R.E. Tech excluded)
 Full step 2020-2021

SALARY SCHEDULE - 2021-2022						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CLASS A						
ETS	13.61	14.27	15.22	15.62	15.76	15.90
CLASS B						
EL/Bilingual	13.43	14.05	15.00	15.40	15.54	15.68
Health Resource	13.43	14.05	15.00	15.40	15.54	15.68
Intervention	13.43	14.05	15.00	15.40	15.54	15.68
Special Services	13.43	14.05	15.00	15.40	15.54	15.68
Title I	13.43	14.05	15.29	15.67	16.65	16.80
S.C.O.R.E. Tech	13.43	14.05	15.56	16.78	16.93	17.08
CLASS C						
Campus Monitor	13.25	13.87	14.82	15.20	15.35	15.48
General Ed	13.25	13.87	14.82	15.20	15.35	15.48
Research Center	13.25	13.87	14.82	15.20	15.35	15.48

Add \$0.25 per hour ESSA certification under Article 25.6
 Title I and S.C.O.R.E. Tech excluded)
 Full step 2021-2022

ARTICLE 31

BENEFITS

31.1 Eligibility

- A. The Employer shall provide all bargaining unit members with the following benefits:
- 1) **Life Benefits**
\$18,000 group life insurance coverage including accidental death & dismemberment.
 - 2) **Long Term Disability Benefits**
LTD benefits will commence after 180 days of disability and will continue for five (5) years from date of disability, Public School Employees Retirement Act or until age sixty-five (65), whichever comes first. This coverage shall be for sixty-six and two-thirds percent (66 2/3%) fully integrated basis of monthly salary with a ceiling of \$1,500 per month.
 - 3) **Vision Benefits**
Employees will be provided benefits equal in nature to the NVA-2 vision care plan. The Employer sponsored premium is for employee (single) only with opportunity for employee to purchase up at own cost. Carrier to be determined by Board of Education.
- B. The Employer shall provide all five (5) hour or more employees with the following:
- 1) **Hospitalization Benefits:**
The opportunity to purchase a district-plan at 100% employee cost during open enrollment.
 - 2) **Dental**
The opportunity to purchase a district-plan at 100% employee cost during open enrollment.

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

If former UCS/SPA Classification VI members who are eligible to receive health insurance due to eligibility from their previous unit show proof of health insurance from a provider other than the Utica Community Schools, they shall be entitled to a payment, in lieu of health insurance, of \$1,000.00 to be paid in two (2) equal \$500.00 payments, one in the first pay in December, the second in the last pay in June. In the event that the employee loses insurance coverage during the school year from the other provider, the employee will be entitled to begin coverage in accordance with qualifying event procedures.

ARTICLE 32

INSURANCE PROVISIONS - LEAVE OF ABSENCE

32.1 Paid Leave of Absence:

Insurance provisions shall be in effect for the duration of all paid leaves of absence.

32.2 Non-Paid Leave of Absence:

- A. Disability Leave of Absence: Hospitalization insurance shall remain in effect until the expiration of the leave. Term life insurance shall remain in effect until the expiration of the leave or the end of the disability.
- B. All other non-paid leaves: All insurance provisions shall cease the first of the month following the start of the non-paid leave listed herein.

ARTICLE 33

MISCELLANEOUS

33.1 It is hereby agreed that Utica Community Schools will provide Campus Monitors with a coat for use in inclement weather once every five (5) years. Should the coat be lost or stolen, it will be the responsibility of the Campus Monitor to provide a replacement coat of the same style for the duration of the five (5) year cycle or to compensate the District for a replacement.

33.2 All bargaining unit members required to drive personal automobiles in the course of their employment including travel between buildings or otherwise use their automobiles in service to the District shall be reimbursed for all mileage at the IRS allowance rate. All mileage forms must be submitted to the District through the business office in compliance with the District timelines. Individuals who voluntarily select assignments at multiple sites are not eligible for mileage reimbursement.

ARTICLE 34
IN-SERVICE

- 34.1 Employees will be provided compensated staff development opportunities beyond their regularly scheduled work day equal to one (1) day's regularly scheduled hours.
- 34.2 This in-service shall be scheduled in two (2) half day blocks in January.

ARTICLE 35
UTICA ALPHA

35.1 The following Utica alphabetical order has been agreed upon for the purpose of arranging an employee's seniority according to Article 14.

The first letter "U" establishes a priority on the seniority list where seniority is equal among and between employees. The number one has priority and the corresponding letters and extending numbers have decreasing priority through number 26.

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

ARTICLE 36
CLASSIFICATION REVIEW COMMITTEE

36.1 A Classification Review Committee shall be established.

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

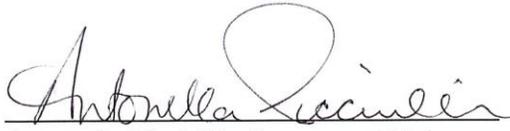
Requests for review shall be submitted by the employee to the Human Resources Office and shall be marked confidential.

ARTICLE 37
AMENDMENTS AND TERMINATION

37.1 This Agreement shall commence July 1, 2019 and shall continue in full force and effect until June 30, 2022. 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, 2022. If no notice is given by either party to terminate, modify, or change this Agreement, then this Agreement shall continue in full force from year to year.

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

**UTICA COMMUNITY SCHOOLS
UTICA PARAPROFESSIONAL
ASSOCIATION**



Antonella Piccirilli - Stevenson High
UPPA President



Jacqueline Brown - Dresden Elementary
UPPA Negotiations Team Member



Carey Bruning - Crissman Elementary
UPPA Negotiations Team Member



Lisa D'Andrea - Graebner Elementary
UPPA Negotiations Team Member



Annette Garofalo - Graebner Elementary
UPPA Negotiations Team Member

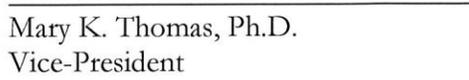


Paula McConnell - Browning Elementary
UPPA Negotiations Team Member

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



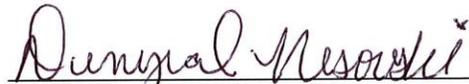
Robert A. Ross, Ph.D.
President



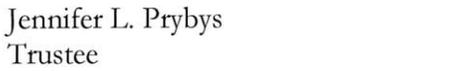
Mary K. Thomas, Ph.D.
Vice-President



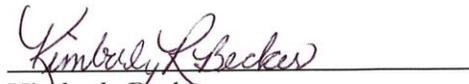
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Treasurer



Denyeal Nesovski
Secretary



Jennifer L. Prybys
Trustee



Kimberly Becker
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Kelli Rankin
Trustee