

AGREEMENT  
BETWEEN  
UTICA COMMUNITY SCHOOLS



AND  
TEAMSTERS STATE, COUNTY  
AND MUNICIPAL WORKERS  
LOCAL 214  
IT Personnel

JULY 1, 2021 - JUNE 30, 2024

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## DESIGNATION OF PARTIES

On this first day of July 2021, the Utica Community School District, located at Sterling Heights, Michigan, hereinafter designated as the “Board”, and will Utica IT Personnel, an affiliate of Teamsters hereinafter designated as the “Union”, agree as follows:

## RECOGNITION AND TERM OF AGREEMENT

The District hereby recognizes the Union as the exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining for all personnel employed by the District as full-time Utica Technology (IT) employees, specifically including **IT Analysts, Programmer Analysts, Helpdesk coordinators, Technology Analysts and Technology Leads, Video Technicians and Network Analysts excluding all others.**

## ENTIRE AGREEMENT

this contract constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which have been negotiated into this contract. This contract is subject to amendment, alteration, and additions only by a subsequent written agreement between and executed by the District, Superintendent, and the Union. The waiver of any breach, term, or conditions of this Agreement shall not constitute a precedent in the future enforcement of its terms and conditions. To constitute a waiver of any breach, term or Condition of the Agreement, there must be a written agreement between both parties. The parties mutually agree that the terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

## DEFINITIONS

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- A. “District” shall mean Utica Community Schools.
- B. “Union” shall mean Teamsters Local 214.
- C. “IT classification” shall mean any member of the bargaining unit.
- D. “Superintendent” shall mean the Superintendent of schools of the Utica Community Schools or his/her designated agents.
- E. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

## CREATION OF ALL NEW IT POSITIONS

In the event the District establishes and places in use a new job description, a temporary salary shall be established by the District and written notice of the rate and job description will be furnished to the Union officers.

If the Union objects to the proposed wage scale, it shall so notify the District in writing, within ten (10) days following the date of notice and shall be subject to negotiations.

Upon agreement, or in the event the district's proposed wage scale is not objected to by the Union within the time limits, the wage scale and job title shall be considered final and become a part of the Economic Appendix.

## WAIVER

The parties acknowledge that during the negotiations was resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, or explicitly set forth in this Agreement. Therefore, the District and the Union, or the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed Agreement.

## SEPARABILITY CLAUSE

If any term or condition of this Agreement is found to be contrary to law by a court or by any other administrative agency having force of law, that such term or condition shall be null and void. Such determination shall not invalidate the remaining provisions of this agreement.

If any clause of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, which materially changes the economic benefit to either party, a legal provision of similar value will be bargained.

## MANAGEMENT RIGHTS

The District, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the District in conformity with the provisions of this Contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the work forces and affairs of the Employer.
2. Direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the workforce and lay off employees.
3. Determine the services, supplies and equipment necessary to continuous operation and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improve methods or changes therein.
4. Adopt rules and regulations.
5. Determine the qualifications of employees.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing offices, departments, divisions or subdivisions, building or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of management organization, its functions, authority, amount of supervision and table of organization.
10. Determine the policy affecting the selection of employees.

Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## **SECTION 1**

### **APPOINTMENT TO IT POSITIONS**

All applicants for positions within the unit shall meet those qualifications established by the District.

1. All newly hired IT employees shall be required to serve a probationary period of one (1) year. All unpaid absences shall extend the probationary period accordingly. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the District. Such layoff or termination shall not be subject to the Grievance Procedure.
2. Vacancies, Transfers, and Promotions  
It is the policy of the District to secure a diverse, culturally competent, and qualified staff.  
In filling vacancies within the bargaining unit, the Superintendent agrees to give due weight to the diversity, cultural competence, and the qualifications of all applicants.

## SECTION 2

### SCHEDULES AND SENIORITY

1. IT personnel shall have a 52-week work year.
2. The regular full working day shall consist of eight (8) hours per day with a minimum of one half (1/2) hour unlimited lunch, not included in the eight hour work period. Defined start and end time shall be established by IT management.

3. Seniority

Bargaining unit seniority shall be defined as the period of employment commencing with his/her most recent date of hire in the bargaining unit, including any previously frozen seniority in the bargaining unit.

If members are tied based upon hire date, the tie shall be broken taking the last four (4) parent digits of their Social Security number with the highest number being considered to have the highest seniority.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence. Seniority shall continue to accrue during absences from the District due to Family and Medical Leave Act (FMLA) leave, or involuntary military service.

Non-bargaining unit employees filling interim positions within the bargaining unit shall not accrue seniority during the interim appointment.

Seniority When Outside the Bargaining Unit. Bargaining Unit employees who accept a non-bargaining unit position within the District shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority while working in a non-bargaining unit position.

Seniority List. After successfully completing his/her probationary period, employees shall be placed on the seniority list as of his/her date of hire. An up-to-date seniority list shall be prepared by the Employer and presented to the Union in November of each year and in the event of layoff. The seniority list will show, by job classification, in order of most senior to least senior the name, site location, paygrade classification, and seniority date.

Recall. In the event of a layoff, an employee, so laid off shall be given ten (10) working days' notice of recall to work, mailed to his/her last known address by certified mail. In the event the employee fails to make him/herself available for work at the end of the ten (10) working days, he/she shall lose all seniority rights under this Agreement.

Loss of Seniority. An employee shall lose his/her seniority for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharge, and it is not overturned upon appeal.
- C. The employee does not report to work upon notice of recall by certified mail to his/her last known address within ten (10) working days.
- D. Employee has been on long-term disability (LTD) leave for one (year).
- E. The employee has been on layoff status for three (3) years.
- F. The employee fails to report for work for three (3) consecutive days without notifying the employer.

### **SECTION 3**

#### **WORK SCHEDULE**

- 1. IT employees will work all workdays unless the Analyst and/or Technicians uses earned leave days.
- 2. A daily rate will be established based on the IT employee's base salary in the number of workdays.
- 3. All IT employees will be considered 52-week employees, and all pay divided by 24 pays.
- 4. Holidays  
IT employees will have 11 paid holidays as approved annually by the Board of Education.
- 5. INCLEMENT WEATHER  
During incidences of school closure for inclement weather, district practices remain in place for those employees who are scheduled to report for duty. However, it is of paramount importance that employees make safety a priority when traveling to and from work. It is understood that some personnel may experience unavoidable delays depending on local conditions. In the event an employee is unable to report to work, he/she may elect to secure a leave day through the utilization of vacation or personal day.

### **SECTION 4**

#### **WAGES AND BENEFITS**

- 1. The IT employees shall be paid on annual salary as a stipulated in Appendix A. New hires may be given credit for outside experience on the salary schedule at the discretion of the Superintendent. The IT employee shall receive the insurance package and other benefits set forth in Appendix B. The salary, insurance and fringe benefits shall be for the term of this Agreement.
- 2. OVERTIME.  
Standard overtime, be paid at 1½ times the employee's regular rate and will be paid for all hours worked in the work week (Sunday-Saturday) in excess of 40 hours per week.



## **SECTION 5**

### **RESPONSIBILITIES AND OBLIGATIONS**

1. The IT employees agreed to faithfully perform his/her assigned duties in a competent and professional manner subject to the established policies and regulations of the District and the laws of the State of Michigan.
2. Personnel File  
Each IT employee shall have the right review the contents of his/her own personnel file as maintained by the Superintendent or his/her designee. If desired by the IT employee, a representative of the Union may be present. IT employees will be given copies of all materials placed in their files within five (5) working days except for college placement bureau credentials or materials originating from the IT employee. IT employee shall also have the right to place explanatory notes or letters in their personnel file pertinent to any written or printed materials and these notes or letters shall be attached to each file copy. IT employee shall have all rights is recognized by the Bullard-Plawecki Employee Right to Know Act, MCL 423.50 1 et seq.

## **SECTION 6**

### **GRIEVANCE PROCEDURE**

#### Definitions

A Grievance shall mean a complaint by ad IT employee, or group of IT employees, or Union in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

“Days” means “workdays” as specified in the Grievance Procedure. The term grievance shall not apply to any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency.

#### Written Grievances

A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievance.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. Shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

## Procedures

### Level 1

An IT employee alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same.

The supervisor will respond, in writing, within three (3) days of the discussion. If the IT employee does not agree with the written response, he/she shall reduce the grievance to writing and proceed, within five (5) days, to Level 2.

### Level 2

A copy of the written grievance shall be filed with the Executive Director of Information Technology with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the Executive Director of Information Technology shall arrange a meeting with the grievant and/or his designated Union representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Executive Director of Information Technology shall render his decision, in writing, transmitting a copy of same to the grievant and the Union.

If no decision is rendered within five (5) days, or the decision is unsatisfactory to the grievant or the Union, the grievant or the Union may appeal same to the Assistant Superintendent for Human Resources by filing a written grievance. The Superintendent shall schedule a meeting to hear the matter not more than thirty (30) days from the appeal.

### Level 3

Upon proper application, as specified in Level 2, the Assistant Superintendent for Human Resources or Designee shall allow the IT employee or the Union an opportunity for a meeting. Within ten (10) days from the hearing of the grievance, the Assistant Superintendent for Human Resources or Designee shall render his/her decision in writing.

### Level 4

If the Union is not satisfied with the disposition of the grievance at Level 3, the bargaining unit may file for a final and binding arbitration within twenty (20) workdays. The demand for arbitration shall be filed with the Federal Mediation and Conciliation Service (FMCS) in accordance with the current applicable rules and regulations of said agency, sending a copy of such demand to the opposite party. In lieu of the parties using the Federal Mediation and Conciliation Services (FMCS) they may mutually agree to an Arbitrator. Federal Mediation and Conciliation service (FMCS) will only be used for selection of the arbitrator.

The Arbitrator's authority shall be limited as follows:

1. The Arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of the specific and express provisions of the Collective Bargaining Agreement.
2. The Arbitrator shall not have the power to modify, amend, add to, or subtract from this Agreement
3. authority shall be limited in this Agreement.

The expenses of the Arbitrator shall be paid one-half (1/2) by the union and one-half (1/2) by the employer, and all other expenses shall be borne by the party incurring them. So long as said Arbitrator does not exceed his authority as provided herein, his decision shall be final and binding on the Union, and all members of the bargaining unit and the Employer.

It is understood between the parties that only the bargaining unit and not an individual member has the right to proceed arbitration.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement may be filed but not process to arbitration such grievance shall be settled and negotiations.

#### Miscellaneous

1. The failure of an aggrieved person to proceed from one step of the Grievance procedure to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered in shall constitute a waiver of any future appeal concerning the particular grievance.
2. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another building administrator or a representative of the Union.
3. A grievance may be withdrawn at any step without prejudice.
4. The Union is not prohibited from processing a grievance on behalf of an employee or group of employees.
5. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities.
6. All documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participants.

It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties.

## **SECTION 7**

### **DISCIPLINE AND DISCHARGE**

1. The parties recognize the authority of the Employer to reprimand both orally and in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee for just cause.
2. Discipline, when invoked, will be progressive in nature. When an employee is given a suspension, days off will be consecutive, for just cause. The board or their representative may reprimand, suspend, demote appropriate to the seriousness of an individual incident or situation.
3. When an employee is given a suspension, disciplinary discharge, written reprimand and/or warning which is to be affixed to his/her personnel record in any file, the Union and the employee shall be promptly notified in writing of the action taken.
4. No adverse material originating after initial employment will be placed in a bargaining unit members personnel file unless the bargaining unit member has been provided copies of the material and any point has been validated by the employer. Complaints against the bargaining unit member shall be put in writing with the names of the complainants. The bargaining unit member may submit a written notation or reply regarding any material, including complaints in the same shall be attached to the file copy of the material in question. When adverse material is placed in a bargaining unit members file, affected bargaining unit member shall be provided a copy of said material and may sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. An employee shall have the right to recommend the removal of the material contained in his/her personnel file that is over two years old.

## **SECTION 8**

### **UNION REPRESENTATION**

1. the Union may elect or appoint one (1) Steward and one (1) Alternate Steward who shall represent any and all employees working in that representational area. The Union shall also choose a Steward from among the Stewards who may represent any and all employees of the Utica Community School District covered by this Agreement. The Steward, or his/her designee, shall be the primary employee representative for employees in the School District. Stewards shall have the reasonable opportunity to conduct Union business, including presenting grievances, without loss of pay.
2. The Employer hereby agrees to recognize a Bargaining Committee composed of employee representatives from the bargaining unit. This Committee shall act in a representative capacity for the purpose of meeting with the Employer representatives to negotiate new and modified agreements. In any negotiations

described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.

## SECTION 9

### COMPENSABLE LEAVE

#### 1. Sick Leave

Each employee covered by this Agreement shall accumulate one (1) day of sick leave allowance for each month the employee receives pay in their regular yearly position. Unused sick leave shall have a maximum accumulation of 50 days and be designated as “accumulated sick leave allowance”. When leave is exhausted, such employee shall not accrue any more days unless working. Current sick bank days will carry over as for all existing staff reflected on date of ratification.

Three (3) of the accumulated sick leave days may be used annually as a personal leave day without specificity to all employees. Application must be made at least three (3) working days prior to the date of the leave in the District’s on-line substitute placement and absence management system (AESOP).

Personal leave day shall not be taken immediately prior to, or subsequent to, paid holidays or vacation periods unless otherwise approved.

Unused personal days are not subject to payout upon separation.

#### 2. VACATION

Earned vacation leave days are intended to be used annually. At the conclusion of the fiscal year an individual may carry unused vacation leave days into the new fiscal year provided the total does not exceed thirty (30) days, including newly allotted time.

All vacation leave days must be approved by the Department Supervisor in advance. In the case of an emergency, the timeline can be waived by the Department Supervisor.

#### VACATION ACCRUAL

- years 1 – 4: 15 days
- years 5 – 9: 20 days
- years 10+: 25 days

3. BEREAVEMENT LEAVE

An employee may receive approval for up to three (3) compensated workdays per circumstance for a death in the employee's immediate family. Immediate family shall be defined as Mother, Father, Son or Daughter, Sister or Brother, Wife or Husband, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Grandparents, Grandchildren, or a member of the employee's household. The amount of days which will be approved will depend upon travel and circumstances involved. Days will be deducted from the employee's sick leave.

**SECTION 10  
WORKING CONDITIONS**

If an IT employee is complained against or sued as a result of the discharge of his/her duties as an employee of the District, the District shall provide legal counsel and render all necessary assistance to the IT employee in his/her defense. The District's insurance company may provide counsel.

Use of Facilities. The Union and its members shall have the right to use District billing facilities for business meetings when such facilities are not otherwise in use, if scheduled through the District as per current procedure.

Use of Equipment. Only the Steward and/or Alternate Stewards shall have the right to utilize the District's email system for appropriate Union notification and communication. The Union and its members shall have a limited right to use fax machines, copy machines, and telephone for the purpose of appropriate Union notification and communications.

**SECTION 11  
TERMINATION AND MODIFICATION**

This Agreement shall commence July 1, 2021, and shall continue in full force and effect until June 30, 2024, when it shall terminate. Desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than one hundred twenty (120) days prior to June 30, 2024.

It is understood that an Emergency Manager appointed under the Local Financial Stability and Choice Act may modify, terminate or reject this collective bargaining agreement under certain conditions in accordance with Michigan Public Act 436 (MCL 141.1541 through 141.1575).

## APPENDIX A: SALARY SCHEDULE

### Appendix A: Technology Salary Schedule

Salary Schedule: 2021-2022	Video Technical/Technology Analyst/Programmer Analyst	Network Analyst/Help Desk Coordinator	Technology Leader
Step 1	\$37,268.32	\$40,959.92	\$54,765.23
Step 2	\$39,132.07	\$43,007.92	\$57,504.35
Step 3	\$41,088.54	\$45,158.31	\$60,378.81
Step 4	\$43,142.73	\$47,416.24	\$63,397.70
Step 5	\$45,299.55	\$49,786.78	\$66,567.08
Step 6	\$47,563.97	\$52,094.58	
Step 7	\$49,943.40	\$54,890.14	
Step 8	\$52,440.33	\$57,634.45	
Step 9	\$55,199.61	\$60,515.51	

Salary Schedule: 2022-2023	Video Technical/Technology Analyst/Programmer Analyst	Network Analyst/Help Desk Coordinator	Technology Leader
Step 1	\$37,454.66	\$41,164.72	\$55,039.06
Step 2	\$39,327.73	\$43,222.96	\$57,791.87
Step 3	\$41,293.98	\$45,384.10	\$60,680.70
Step 4	\$43,358.44	\$47,653.32	\$63,714.69
Step 5	\$45,526.05	\$50,035.71	\$66,899.92
Step 6	\$47,801.79	\$52,355.05	
Step 7	\$50,193.12	\$55,164.59	
Step 8	\$52,702.53	\$57,922.62	
Step 9	\$55,475.61	\$60,818.09	

Salary Schedule: 2023-2024	Video Technical/Technology Analyst/Programmer Analyst	Network Analyst/Help Desk Coordinator	Technology Leader
Step 1	\$37,454.66	\$41,164.72	\$55,039.06
Step 2	\$39,327.73	\$43,222.96	\$57,791.87
Step 3	\$41,293.98	\$45,384.10	\$60,680.70
Step 4	\$43,358.44	\$47,653.32	\$63,714.69
Step 5	\$45,526.05	\$50,035.71	\$66,899.92
Step 6	\$47,801.79	\$52,355.05	
Step 7	\$50,193.12	\$55,164.59	
Step 8	\$52,702.53	\$57,922.62	
Step 9	\$55,475.61	\$60,818.09	

**Compensation**

**2021-2022:**

1% on schedule, all steps, all classifications  
 Step advancement, one step, for those eligible for step movement  
 \$500 off-schedule payment

**2022-2023:**

.5% (one-half) on schedule, all steps, all classifications  
 Step advancement, one step, for those eligible for step movement

**2023-2024:**

Step advancement, one step, for those eligible for step movement  
 \$600 off-schedule for those ineligible for step movement

## APPENDIX B: SUMMARY OF BENEFITS

❖ [https://www.uticak12.org/budget\\_reporting](https://www.uticak12.org/budget_reporting)