

# **AGREEMENT**

between

**CLAWSON PUBLIC SCHOOLS**

and

**LOCAL 202.13/COUNCIL 25, Chapter 5, AMERICAN  
FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**CUSTODIAL/CAFETERIA**



**2013-2014  
2014-2015  
2015-2016**



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# **AGREEMENT**

between

**Clawson Public Schools**

and

**Local 202/Council 25, American Federation of State, County,  
and Municipal Employees, AFL-CIO**

## **PREAMBLE**

This Agreement entered into by Clawson Public Schools, hereinafter referred to as the "Employer", and Clawson School employees, Chapter of Local 202 affiliated with and chartered by Michigan Council 25 of American Federation of State, County, and Municipal employees AFL-CIO, hereinafter referred to as the "Union".

## **PURPOSE AND INTENT**

- A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.
- B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.
- C. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **WITNESSETH:**

WHEREAS, the Employer and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain reasonably with each other with respect to hours, wages, terms, and conditions of employment of the Cafeteria and Custodial/Maintenance workers; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to reduce to writing.

In consideration of the following mutual covenants, it is hereby agreed as follows.

# ARTICLE I

## RECOGNITION

### EMPLOYEES COVERED:

- A. Subject to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does, for the term of this Agreement, hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees of the Employer included in the bargaining unit described as all regularly employed custodial, maintenance, and food service employees, but excluding supervisory, temporary, confidential, and substitute employees.
- B. The Employer will not aid, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or organization for the purpose of undermining the Union. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of the Agreement.
- C. The provisions of this Agreement shall be applied without regard to race, creed, relation, color, national origin, age, sex or marital status. Any language herein, which refers to the male or female gender(s), shall, for purposes of this Agreement, be construed to refer to both genders.
- D. The custodial/maintenance employees shall be referred to as Unit A, and the cafeteria employees shall be Unit B.
- E. Temporary employees are employees who are hired on a temporary basis to do custodial/maintenance work during summer, winter, Christmas, and Easter breaks.
- F. A substitute is defined as an employee replacing a regular employee of the bargaining unit on a day-to-day basis.

## ARTICLE II

### BOARD OF EDUCATION RIGHTS

The Board 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 currently or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, provided that such powers, rights, authority, duties and responsibilities shall be exercised by the Board in conformity with the enforceable provisions of this agreement. Said powers, rights, authority, duties and responsibilities shall include by way of illustration and not by way of limitation, the following:

The right to manage and control the District's business, equipment, operations, and to manage the affairs of the District;

The right to direct the District's working forces, including the right to hire, promote, suspend, discharge, transfer, evaluate, merit pay and assign work to employees, to determine the size of the work force and to lay off employees;

The right to determine the services, supplies and equipment necessary to continue the District's operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein;

The right to make policy and adopt rules and regulations;

The right to determine the qualifications of employees;

The right to determine the location or relocation of District facilities, including the establishment or relocation of schools, buildings, departments, divisions or subdivisions, buildings or other facilities;

The right to determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies;

The right to determine financial policies including all accounting procedures and all matters pertaining to public relations;

The right to determine the size of the administration, its functions, authority, amount of supervision and its organization;

The right to determine policies affecting the selection of employees;

The right to determine academic policy and performance expectations and to design and implement curriculum; and

The right to contract for service to the fullest extent permitted by law.

Except as limited by this Agreement, the Board reserves said powers, rights, authority, duties and responsibilities under applicable law.

Severability: If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

## ARTICLE III

### EMPLOYEES' RIGHTS

#### A.

1. The Employer understands that every employee covered under the recognition clause, Article I, Section A, shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee by reason of their membership in the Union, their participation in collective professional negotiations with the Employer, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Union also agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, such as 2012 PA 349.
2. The Employer specifically recognizes the right of its employees to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, and the Employer agrees to be bound by any lawful order.
3. The Union and its members shall have the right to reasonable use of school building facilities at all reasonable hours for meetings, provided a building permit is completed and approved.
4. The Employer agrees to furnish to the Union, in response to reasonable written requests from time to time, all available public information concerning the district.

#### B. Union Security and Union Dues

To the extent permitted by the Statutes and Laws of Michigan and the United States, it is agreed that the following provisions shall be effective upon the effective date of this Agreement:

1. Membership or Service Charge: Employees covered by this Agreement at the time it becomes effective may become or who are members of the Union may continue membership in the Union or may pay a service charge.

2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective may be required to join, or pay a service charge.
3. Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement may be required as a condition of continued employment, to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit, or may pay a service charge.
4. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.
5. Union Dues: Payment by Payroll Deduction or Direct to Union: Employees may tender the monthly membership dues by signing an Authorization for Payroll Deduction form, or may pay the same directly to the Union.
6. There shall be no dues payments during June, July and August, if the employee is not working. Those members not working are required to acquire a withdrawal card from the Union.
7. Payroll Deduction Forms: During the life of this Agreement in accordance with the terms of the Authorization for Payroll Deduction hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form:

<b>AFSCME Payroll Authorization Form</b>		
<i>Please print clearly and firmly</i>		
First Name	Middle Initial	Last Name
Address		
City, State and Zip		
Home Telephone Number		Work Telephone Number
Employer		Job Title
Signature		E-Mail Address



I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues
- An amount certified as a service fee (computer yearly)

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of

Local # \_\_\_\_\_ Sub-Local# \_\_\_\_\_ Date started union position: \_\_\_\_\_

8. Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues, special assessments, or any other deductions not in accordance with this provision.
9. Delivery of executed Authorization of Payroll Deduction form: A properly executed copy of such Authorization for Payroll Deduction form for each employee for whom Union membership dues are to be deducted hereunder, shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction forms which have been properly executed and are in effect. Any Authorization Payroll Deduction form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

The Employer agrees to deduct AFSCME/PEOPLE contributions to the extent the State of Michigan permits for those individual Employees who have signed an authorization card (supplied by Union) agreeing to this contribution.

10. When Deductions Begin: Payroll deductions under all properly executed Authorization for Payroll Deduction forms shall become effective at the time said form is tendered to the Employer and shall be deducted from the appropriate pay of the month, and each month thereafter.
11. Delivery of Additional Payroll Deduction Forms: The Union will provide to the Employer Application for Membership Forms and additional Authorization for Payroll Deduction forms under which Union membership dues are to be deducted.
12. Remittance of Dues to Financial Officer: Deduction for any calendar month shall be remitted by the Employer to the designated financial officer of the local Union as soon as possible after the appropriate pay period. The Employer shall furnish the designated financial officer of the local Union monthly with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction forms but for whom no deductions have been made. The Chapter Chairperson shall also receive a list of members paying monthly dues.

13. Refunds: In cases where a deduction is made that duplicates a payment that an Employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the Employee will be made by the local Union.
14. Stewards: There shall be one steward on each shift to represent custodians and maintenance and one steward representing cafeteria. The Union will provide a list of officers for the school year, including stewards, to the Superintendent no later than July 1 of each year. In the event officers change during the school year, the Superintendent will be notified in writing within five (5) working days of the change.

## ARTICLE IV

### SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representatives upon the request of either party. Such meetings shall be between two (2) but not more than three (3) representatives of the Union. Requests for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conference. This meeting may be attended by a representative of the Council and/or a representative of the International Union and may be attended by Legal Counsel for the Employer.
  
- B. The Union representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half hour immediately preceding such a conference with the representatives of the Employer for which a written request has been made.

## ARTICLE V

### GRIEVANCE PROCEDURE

- A. A grievance is a complaint by a member of the bargaining unit or the Union alleging the violation of a specific article or section of the Agreement. If any such grievance arises, such grievance shall be submitted in accordance with the following grievance procedures.
- B. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving alleged violations of a specific article or section of this Agreement.
- C. All grievances shall be presented in accordance with the following procedures:
1. STEP ONE: An employee claiming a grievance shall discuss verbally the matter with his immediate supervisor and his steward within fourteen (14) working days of the event upon which the grievance is based, or the knowledge of the event. Within five (5) working days after presentation of the grievance, the supervisor shall give his answer to the employee, verbally.
  2. STEP TWO: If the grievance is not disposed of at Step One, the grievance may be submitted within five (5) working days after the supervisor's answer is communicated to the Director of Operations or designee on a written "Statement of Grievance" signed by the employee. A copy shall be given to the supervisor involved at the same time. The "Statement of Grievance" shall name the employee or employees involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, and shall indicate the relief requested.

The Facilities Manager or designee shall arrange a meeting between the hours of 8:00 a.m. and 5:00 p.m., between the Union and the Employer for the purpose of discussion of the grievance, and shall give the employee and/or the chairperson an answer in writing no later than five (5) working days after the parties have met to discuss the grievance.

3. STEP THREE: If the grievance is not resolved at Step Two, the decision may be appealed in writing, to the Superintendent or his designee, within five (5) working days after the date such decision was rendered.

The Superintendent or his designee shall arrange a meeting between the hours of 8:00 a.m. and 3:30 p.m. between the Union and the Employer for the purpose of discussion of the grievance.

The Superintendent, or his designee, shall render his decision, in writing, within five (5) working days after the parties have met to discuss the grievance.

4. STEP FOUR – Arbitration:

If the Employer and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within fifteen (15) working days after the decision of the Employer or designated representative. The grievance shall be considered submitted to arbitration when written notice is submitted to the Superintendent by the Union informing the Employer of the Union's intent to arbitrate the grievance. If AFSCME Council 25 internal appeals procedure is invoked, the Employer shall grant an extension of the time limits to cover such appeal procedure.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the Superintendent or designee to see if the parties can mutually accept an arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If not submitted, the grievance shall be abandoned, except in any emergency which is beyond the control of the Union.

The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings or dates the briefs are due. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

- D. 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any compensation that he may have received from any source during the period of the back pay.

However, any additional wages that the employee was earning while working for the School District and continues to earn while processing the grievance, shall not be deducted.

- 2. No decision in any case shall require a retroactive wage adjustment in any other case.
- E. 1. The Chapter Chairperson or steward shall be allowed such reasonable time as is necessary, without loss of time or pay, for the proper investigation of a grievance or grievances. The Superintendent or his designee will grant permission to leave work for this.
  - 2. The Chapter Chairperson may call upon a Council and/or International Representative who will be allowed to attend the meetings and assist the Union at any step of the grievance procedure.
- F. 1. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representative, and the employee or the Union.

In the event the Employer does not respond within the established time limits at any step in the grievance procedure, the grievance automatically will be positioned to the next step.

## **ARTICLE VI**

### **NO STRIKE, NO LOCKOUT**

The Union agrees that its officers and staff shall not cause or institute a strike or work stoppage and further, the Union agrees that its officers and staff will in the event of any such stoppage or strike notify the unit to return to work for the term of this Agreement.

The Employer agrees that it will not cause or institute any type of lockout of any employee or employees for the term of this Agreement.

## ARTICLE VII

### DISCIPLINE AND DISCHARGE

- A. All actions dealing with discharge or discipline shall be for just cause.
- B. Notice of Discharge or Discipline: An employee shall have a right to have Union Representative present when verbal or written discipline, or a discharge is to be administered. When written discipline or a discharge is administered, a written copy of the notice provided the employee will be given to the Chapter Chairperson or the Steward.
- C. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the Unit and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Where an employee's condition is such that any rational discussion would not be practical, such as employees who may be intoxicated, are excessively abusive and profane, or a danger to himself or others, the Employer may have the employee removed from the premises and postpone the discipline hearing until the employee is able to rationally discuss the discharge or discipline action. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward in an attempt to resolve the issue.
- D. Appeal of Discharge or Discipline: Should the discharge of disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Superintendent or his designee, within two (2) regularly scheduled working days from the discharge or discipline. The Superintendent or his designee will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 3.
- E. Use of Past Record: In imposing any discipline of a current charge, the Employer will not take into account prior infractions if they occurred more than two (2) years previously, unless the discipline is subject to the Revised School Code, Act 189 of 1996. Falsification of employee's employment application, however, may be considered in a disciplinary action or discharge proceeding where such falsification covered up prior convictions involving theft, or moral turpitude.
- F. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public whenever possible.



G. Discipline and Discharge: Discipline action or measures may include the following at the discretion of the School District depending upon the severity of the misconduct:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The parties agree that in the event that the Employer is in the process of disciplining an employee for excessive absenteeism, the requirement to suspend the employee prior to discharge shall be satisfied by issuing a written suspension without the necessity of actually suspending the employee from work.

## **ARTICLE VIII**

### **SENIORITY**

- A. New employees hired into the bargaining unit shall be considered probationary employees for the first sixty days the employee works. During a probationary period, an employee shall earn no fringe benefits i.e. insurance, leaves, etc. When an employee finishes the probationary period by accumulating sixty (60) days of work, the employee shall be entered on the seniority list with a calendar date of sixty (60) days prior to becoming a non-probationary employee, and shall rank in seniority from that date. School session employees shall not acquire seniority status until they serve their sixty (60) work days during the school year. There shall be no seniority among probationary employees. The probationary period shall not be cumulative for more than a twelve (12) month period.
  
- B. Seniority shall be on district-wide basis within the units defined in accordance with the employee's last date of hire in the unit. Unit A shall identify employees in the custodial/maintenance area. Unit B shall identify employees in the secondary cafeteria unit.
  
- C. The Employer will keep the seniority lists up to date and will provide the Chapter Chairperson with an up-to-date copy on a bi-annual basis.
  
- D. An employee shall lose his seniority for the following reasons only:
  - 1. He terminates his employment or retires.
  - 2. He is discharged and the discharge is not reversed through the grievance procedure set forth in the Agreement.
  - 3. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made.
  - 4. He obtains a leave of absence under false pretenses.
  - 5. He does not notify the Employer of his desire to return to work within thirty (30) days of the expiration of leave of absence.
  - 6. If he does not return to work when recalled from layoff as set forth in the recall procedure.
  - 7. Return from sick leave and leaves of absence will be treated the same as 3. above.

- E. Seniority shall not be granted for any period an employee is on unpaid leave of absence. However, the seniority the employee has accumulated at the time of going on leave of absence will not be lost. Effective with the 1992-1993 school year, for seniority purposes, an unpaid leave of absence shall include days taken off by the employee without pay.
  
- F. Shift Preference - Unit A only: Shift preference will be granted on the basis of seniority within the job classification, providing requests be made only between June 1 and July 31 of each year. In proper cases, exceptions may be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made by the employee, except that no employee may be displaced by another after he has served one year consecutively in his position.
  
- G. Seniority of Officers. Notwithstanding their position on the seniority list, the Chapter Chairperson, and the Stewards of the Union shall, in the event of a layoff only, be provided work at all times, provided they are qualified to perform any of the work available.

## ARTICLE IX

### LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work or a lack of funds.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Within a classification, probationary employees shall be laid off first, followed by part-time employees. Seniority employees within a classification will be laid off according to seniority as defined in Article VIII with the least seniority employees being laid off after probationary employees. Layoff shall be within seniority Units A and B.
- C. Any employee laid off shall be able to exercise his seniority to bump into any position in a lower classification that his seniority entitles him to provided the employee has the qualifications and/or certification required to by the position job description.
- D. Any seniority employee affected by the bump may exercise his seniority to bump any less seniority employee in his classification or in a lower classification provided the employee has the qualifications and/or certification required by the position.
- E. An employee who has bumping rights as set forth in letter C. and D. above, shall have the right to choose whether to exercise the bump, or to accept the layoff until recalled.
- F. Employees to be laid off shall have at least seven (7) calendar days notice of layoff. The Local Union's Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- G. Upon recall, all employees will revert back to their former classifications when the Unit is returned to full strength.

## **ARTICLE X**

### **RECALL PROCEDURE**

- A. When the working force is increased after a layoff, the employee will be recalled according to seniority in reverse order. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an Employee fails to report for work within the ten (10) days from date of mailing of the notice of recall, he shall be considered terminated.
  
- B. Laid-off seniority employees will be carried on the recall list for a period of not less than twenty-four (24) months. After twenty-four months, they shall be removed from the recall list.

# ARTICLE XI

## TRANSFERS AND PROMOTIONS

### A. Transfer of Employees:

- (1) If an employee is transferred to a position within the district by the Employer not included under Unit A and B and is hereafter transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- (2) In the event of a newly created classification or a vacancy in Head Custodians, Head Night Custodians, and Maintenance classifications employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all newly created classifications and such vacancies shall be posted in a conspicuous place in each building in the school district at least seven (7) calendar days prior to filling the newly created position or vacancy.
- (3) Employees interested shall apply for the position within the seven (7) calendar day posting period. The senior employee applying for the transfer shall be granted up to a 90 (ninety) calendar day trial period to determine his adequacy and proficiency. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper matter for the Grievance Procedures.
- (4) During the trial period, employees will receive the rate of pay designated for the job they are performing.
- (5) When there is an opening for a custodial position, it will be posted for seven (7) calendar days. The Employer shall make its selection from the custodial staff. If an employee within Unit A has applied and is rejected for reasons other than seniority, he shall be notified in writing and the reason given for not being selected for the transfer. The Employee will have the option to request a special conference per Article IV on the written decision. This decision is not grievable.

### B. Promotions:

- (1) Promotions within each job classification shall be made on the basis of seniority and qualifications for the position. Job vacancies will be posted for

a period of seven (7) calendar days in a conspicuous place in each building. Employees interested shall apply for the position within the seven (7) calendar day posting period. The senior qualified employee applying for the promotion shall be granted a trial period of up to ninety (90) calendar days to determine:

- a. His desire to remain on the job.
- b. His ability to perform the job.

If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the Grievance Procedure.

- (2) During the trial period, the employee will receive the rate of pay designated for the job he is performing.

**C. Involuntary Transfers:**

An involuntary transfer shall be defined as:

1. Transfer from one building to another
2. Transfer from a lower to a higher classification in another building or within the same building, when there are not other qualified individuals available.

Involuntary transfers may be invoked by the Employer for the following reasons:

1. To alleviate ineffective work relationships between employees
2. To provide a better distribution of experienced employees within buildings

The Employer agrees that employees shall not be involuntarily transferred until after the Employer has met with the Union to attempt to resolve the problem.

**D. Temporary Assignments:**

If temporary assignments are made in Unit A or Unit B for the purpose of filling vacancies or replacing employees who are absent due to vacation, illness or other absence, such temporary assignment will be granted to the senior employee who meets the requirements for such jobs. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Employees temporarily required to work in a lower classification shall not receive a reduction in pay.

## ARTICLE XII

### LEAVES OF ABSENCE – PAID AND NONPAID

Leaves of absence for reasonable periods not to exceed two (2) years may be granted without pay and without the loss of seniority for the following reasons:

- (1) Service in any elected position (public or union)
- (2) Illness leave (physical or mental)
- (3) Prolonged illness in immediate family
- (4) Continuing education

Such leaves may be extended for like cause.

The Employer will comply with provisions of the Family Medical Leave Act, the Americans with Disabilities Act, and Michigan Handicappers Act (Title VII). Any provisions of this Agreement which exceed these Acts shall be in addition to the coverages. The document attached as Appendix C lists the leaves available to eligible employees under the Family Medical Leave Act.

#### **A. Veterans Law:**

Employees who are inducted into the Armed Services will be granted leaves in conformance with conditions established by Federal and State Laws.

#### **B. Education Leave of Absence for Veterans:**

1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.
2. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted; and further provided that such period of time shall not exceed two (2) weeks. Time missed for drill meetings will not be compensated.



**C. Leave for Union Business:**

1. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence without pay, for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.
2. One member of the Union during each year who is elected to attend a function of the International Union, such as conventions or education conferences, shall be allowed time off for a period not to exceed five (5) working days, without loss of time or pay, to attend such conferences and/or conventions. Written notice shall be submitted to the Employer thirty (30) days in advance.

**D. Maternity/Paternal and Childcare Leave:**

1. Whenever an employee shall become pregnant, she shall furnish the Superintendent or his designee with a certificate from her attending physician within the first four months of her pregnancy. This certificate must state the approximate date of delivery, the fact that the doctor is aware of the essential functions of her job duties, and the length of time she may continue to work at her job. If the doctor will not allow her to continue to perform the essential functions of her regular job duties, he or she must state the nature of the work she may perform.
2. The pregnant employee shall be permitted to continue to work in accordance with her physician's recommendation providing the Employer has suitable work available.
3. A pregnant employee whose physician declares her disabled for work prior to the actual delivery must present a statement of disability to the Superintendent or his designee. An employee so disabled may use her sick leave days for this time of disability prior to delivery. This disabled employee shall still be entitled to one year off after her hospitalization for delivery.
4. When a regular employee who gives birth to a child, adopts a child, or is the father of the child, she/he will be granted a leave of absence for childcare purposes not to exceed one (1) year using accrued time or without pay. Said childcare leave shall not exceed one (1) year but may be renewed for one (1) additional year upon written request and approval by the Superintendent or his designee.

5. A pregnant employee who voluntarily chooses to cease working prior to being declared disabled by her physician will have this time deducted from the year off granted to employees for childcare purposes.
6. The year of childcare leave, for an employee who remains working until declared disabled and then gives birth to a child, begins after her hospitalization for the delivery. Notification of her release from the hospital must be sent to the Superintendent or his designee. A letter will then be sent to the individual informing her of the date upon which she must return to work if she wishes to continue employment.
7. An employee who is on childcare leave may use any of his/her accrued time to continue on payroll, or such accrued time may be frozen to be used when the employee returns. The use of accrued time does not, however, extend the childcare leave beyond one year.
8. If at any time during his/her childcare leave, the employee decides not to return to employment, he/she is to notify the Superintendent or his designee in writing.
9. If any provision of this section is found to be contrary to any state or federal law or court decision, the parties shall agree on the necessary modification of this section to conform to such law or court decision.

If any provision of this section D. shall be contrary to any Federal or State law or reported court decision, then in such event, the parties hereto shall agree on the necessary modification so as to make such invalid provision conform to such law or court decision.

**E. Funeral Leave:**

An employee shall be allowed annually up to five (5) working days as may be required for funeral leave days, not to be deducted from sick leave, for death in the immediate family, for attending to funeral arrangements, and for attending the funeral.

Immediate family is to be defined as follows: Mother, Stepmother, Father, Stepfather, Brother, Stepbrother, Sister, Stepsister, Wife, Husband, Children, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren. The employee shall be allowed time necessary to attend funeral with pay, not to be deducted from sick leave. The local Union President or his representative shall be allowed time necessary to attend the funeral in the event of the death of a member of the Union, who is an employee of the District, without loss of pay, for the exclusive purpose of attending the funeral, but not to exceed one (1) day.

**F. Sick Leave:**

1. All seniority employees covered by this Agreement shall accumulate one-half (1/2) sick leave day per pay period, not to exceed a total of twelve (12) days per year. An employee must work fifty percent (50%) of the working days during the pay period in which he expects to earn sick leave credit unless on paid sick leave, vacation, or other paid leaves, to a maximum of one (1) year. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
2. After an employee has been on sick leave for three days, the Employer shall have the right to require a written statement from a physician as to the nature of the illness and the employee's physical or mental condition and ability to perform his required duties before re-employment.
3. If an illness occurs on the day before or after a holiday or vacation period, the employee must present a physician's statement to the Employer upon his return. A physician's statement may be required if an employee's attendance record, over a one (1) year period, demonstrates an unusually high absenteeism record reflecting consistent use of individual days and/or consecutive individual days. The employee, however, must be warned that this will be required of his next absence. The Employer will recognize employee physician statements defining an ongoing health problem of the employee and/or member of the employee's immediate family.
4. In cases where personal business days have been used up, the employee may take up to three (3) days for illness in the immediate family, which shall include a child born to the spouse.
5. Sick leave may accumulate to a maximum of one hundred thirty (130) days.
6. At the end of the fiscal year, full-time employees who have accumulated less than 130 days of sick leave will be given the opportunity to elect whether they wish to add the sick days that have been accrued during that fiscal year, (maximum 12) and not been used, to their accumulated sick bank, or whether they wish to receive payment for these days, in the amount of Fifteen Dollars (\$15) per day. Those employees whose accumulated bank has reached the maximum of 130 days will receive one-half of a day's pay for each day over the maximum. Days for which pay is received will not be added to the accumulated bank.

**G. Personal Business Leave:**

1. An employee may be allowed absences with pay totaling not more than two (2) days within each school year, for personal or private business, which can be accomplished only during working hours. These days are not to be used for recreation or pleasure.
2. Units A & B: The two (2) personal business days shall be provided at the beginning of each school year.
3. On June 30 of each year, unused personal business days will be added to employee's sick bank.
4. Except in cases of emergency, personal business leave days with pay will not be granted in the first or last week of the school year, or within three (3) working days prior to or following an employee's vacation and/or holiday period.
5. All requests for personal business leaves shall be submitted to the Superintendent or his designee. The specific reason for the personal business day shall not be requested. It is understood that abuse of the personal business leave (i.e., using for recreation or vacation) may result in forfeiture of pay for the absence. Except in cases of extreme emergency, the employee's request for personal business leave must be submitted in advance of the absence.
6. Except in cases of extreme emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.
7. Personal business leave with pay may also be used for:
  - a. Fire or accident affecting the immediate family
  - b. Marriage or graduation of the employee or a member of his immediate family
  - c. Court appearances required
  - d. Child born to a spouse
  - e. Illness in the immediate family
  - f. Funeral not included under Article XVII
  - g. Business transactions which cannot be handled outside of the employee's work day
8. Consent Leaves: All leaves other than those provided for in the above section shall be for a definite period with a specific termination date.

Employees being granted such leave shall be required to report for duty upon the termination thereof.

Requests for such leave shall be submitted to the Employer in writing. In such cases, the Employer's decision shall be final.

**H. Jury Duty:**

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay. Any employee selected for jury duty shall notify the Employer as soon as possible of his selection.

## ARTICLE XIII

### HOURS OF WORK AND OVERTIME

#### A. Unit A:

##### 1. Working Hours

Hours for Overtime Purposes: For the purpose of computing overtime, all hours (worked or not worked) for which an employee is compensated, shall be regarded as hours worked.

- a. Employees who work on the second or third shift or are required to spray paint shall receive a premium of fifteen (15) cents per hour in addition to their regular pay for the pay period, as additional compensation. Premium pay shall not be paid for employees who work on the first shift, except for spray painting.
- b. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it has a duration of at least seven (7) calendar days.
- c. Employees will be guaranteed a regular shift. Shifts shall be posted in each building. Any hours worked over and above the regular shift will be paid at the rate of time and one-half.  
  
During summer, Christmas, Winter Break, and Easter vacation periods, when school is not in session, the parties agree that custodians can be scheduled on the day shift and the Employer shall not be required to pay time and one-half.
- d. Employees may take a "coffee break" of fifteen (15) minutes in the first half and second half of their shift. Employees shall be granted an uninterrupted lunch period that will be duty free. The lunch period shall be thirty (30) minutes.
- e. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a 15-minute rest period before they start to work on such next shift.
- f. The normal workweek shall be forty (40) hours.

2. Time and one-half: Time and one-half will be paid for Saturday and Sunday work which is not a part of the job classification, except on a seven-day operation or where a shift starts on Friday and continues into Saturday. All hours over forty (40) hours per week shall be paid at one and one-half (1 1/2) times on any such operation.
3. Double Time: Double time shall be paid for all hours worked on designated holidays set forth in this agreement, including Easter Sunday, plus regular holiday pay.
4. Equalization of Overtime Hours - Overtime Within the Building: Overtime shall be equalized as nearly as possible within each building. The method of equalization will be established within each building.
5. District Wide Overtime: Overtime occurring district-wide shall be equalized between custodians and maintenance classifications where the overtime work can be accomplished by either classification.

- a. A list shall be compiled in September each school year of employees who wish to volunteer for district-wide overtime and shall remain in effect through June (last day of school) the following year.

Employees who volunteer for overtime and refuse more than 3 times, within the above-defined school year, shall be removed from the overtime rotation list for the balance of that school year. These employees will be placed at the bottom of the rotation list in the subsequent school year. However, employees on approved leave of absence or who have given prior notice of unavailability to their supervisor shall not be considered as rejecting available overtime.

- b. The list will be in seniority order.
- c. Rotation will be such that the employee with the lowest hours of overtime shall be called first.
- d. If the required number of employees needed to perform the overtime work is not accomplished by the first rotation call, the Employer will place a second call to those employees on the list that turned down the overtime on the first rotation call.
- e. Should employees on the rotation list turn down the overtime after the second call, the Employer may then assign substitutes to perform the overtime work.

- f. "Spur of the Moment" Work-Related Overtime: The Employer, after utilizing the rotation call-in system, and if the related work requires the need for a qualified employee in lieu of a substitute, or a substitute is not available, may require the lowest seniority qualified employee to work the overtime.
- g. Employees turning down overtime shall be charged for the hours turned down.
- h. Employees shall be called for overtime through the Superintendent or his designee.
- i. New employees shall be credited against overtime equivalent to the highest number of hours on the list.

**B. Unit B:**

Hours for Overtime Purposes: For the purpose of computing overtime, all hours (worked or not worked) for which an employee is compensated, shall be regarded as hours worked.

1. Regular Hours: The regular hours of work each day for members of this unit shall be consecutive. If the regular hours of an employee are reduced after the beginning of the school year, the affected employee(s) shall be allowed to bump to a position of equal or higher hours, by seniority, provided they are qualified to perform the work.

The regular hours for the classification of employees shall be as many hours as may be assigned by the Employer but not less than two (2) hours nor more than eight (8) hours per day except as provided for by overtime.

If amount of hours prescribed is in excess of time needed for classified job, the extra time will be assigned at the manager's discretion.

The employee shall not be entitled to overtime unless the supervisor has assigned such overtime.

Employees assigned three (3) or more hours daily will have twenty (20) minutes of "break time" daily.

On days when there is only one-half day of classes scheduled, the cafeteria employees will not be guaranteed work.



Employees who are absent from work will not be paid unless they have sick leave, jury duty, personal leave, emergency days, or funeral leave days available.

2. Guarantee of Cafeteria Workdays - (Inclement Weather): The cafeteria employees will be paid for their normal scheduled hours each full day that school is in session for teachers and students.
3. Rate of Pay: Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.
  - Daily: All work performed in excess of eight (8) hours in any workday
  - Weekly: All work performed in excess of forty (40) hours in any work week
  - Saturday Work: All work on Saturday shall be time and one-half the employee's regular hourly rate of pay
4. Extension of Work Hours: An employee shall not be expected to complete an assignment which is going to exceed assigned hours unless payment for additional hours is authorized. When additional hours are authorized, said hours shall be equalized by classification within the building. In cases where the additional hours cannot be handled on a voluntary basis, such hours shall be assigned. Such assigned hours shall be equalized and payment will be made in accordance with the contract.
5. Distribution of Overtime: Overtime work should be distributed equally to employees working within the same job classification and building as is reasonably possible.
6. Double Time: Double time shall be paid for all hours worked on the designated holidays, (Article XVI) plus the regular holiday pay, and for Sunday.
7. Special Call-in Rate: In the event that an employee is called back to work after working her normal work day for the purpose of working on special events, such as banquets, teacher meetings, etc., the employee will receive her regular hourly rate of pay for such extra hours worked, plus an additional one dollar and fifty cents (\$1.50) per hour.
8. Posting Parent-Teacher Conferences: The manager shall post prior to October 1 of each school year the one-half (1/2) of the staff that will assist at each of the Parent-Teacher Conferences (3 employees for the fall, 3 employees for the spring, etc.).

9. Banquets: All work related to banquets catered by the school district food service department shall be offered first to bargaining unit members. Regular employees shall be paid at the rate of time and one-half for those hours of work that exceed an eight hour day. A schedule of district-catered banquets shall be furnished upon request. The above provisions exclude students who act as table servers and table clean up for fundraisers.
10. Cafeteria Coverage: There will be a cafeteria employee assigned to cover the facility for all kitchen use during those activities that require cooking and/or use of the ovens. It is understood that occasionally the food service director may cover kitchen use.
11. Use of Substitutes: When substitutes are called to replace an absent employee for more than one consecutive day, they will work the absent employee's regular hours only.
12. Additional Summer Employment: When additional summer help is required in Unit A work, Unit B employees will be offered the opportunity and may be considered for such work prior the Employer hiring or assigning substitute employees.

For such additional summer help, a Unit B employee who is hired for Unit A work shall be paid at the Unit A Step 0 rate.

# ARTICLE XIV

## INSURANCE

### A. Hospitalization Medical Coverage:

1. Units A and B Coverage: The Employer shall provide, through the Clawson Public Schools Insurance Plan, hospitalization and medical coverage for all full-time cafeteria/custodial employees. A Summary of Benefit levels shall be attached as Appendix B.
2. Definition of Eligibility:
  - a. Unit A Employee: A full-time Unit A employee is defined as an employee who works an eight (8) hour day, exclusive of sick leave or other excused absences.
  - b. Unit B Employee: A full-time Unit B employee is defined as an employee who works a six (6) hour day during the calendar year, exclusive of sick leave or other excused absences.
3. Health Savings Plan: Employees electing health coverage will sign the necessary forms in order to establish a Health Savings Plan (HSA) through Health Equity.
4. Employee Contribution: Full-time employees electing coverage shall contribute toward Clawson Public Schools Insurance Plan. The Employer's contribution cannot exceed the limitations established within section 3 of the Publicly Funded Health Contribution Act.

<b>Employees Earning</b>	<b>Shall Contribute</b>
Up to \$50,000 Base Pay	* 10% of the annual premium
Between \$50,001 - \$80,000 Base Pay	*15% of the annual premium
More than \$80,000 Base Pay	20% of the annual premium

\*In the event the annual premium minus the Employee contribution exceeds the Hard Cap amount established by the State of Michigan Employee's will discontinue payment of the above percentages and will be obligated to pay the full amount over the Hard Cap.

5. Employee will have the option of choosing the MESSA Choices or MESSA ABC Plan 1 during the open enrollment period established by MESSA. Benefit Cost Program Summaries are listed in Appendix B.
6. Enrollment: Every full-time cafeteria/custodial employee in the District shall have the right to participate in the program. Enrollment times are:
  - a. At the conclusion of the probationary period of sixty (60) workdays. Policies will take effect under carrier regulations.
  - b. During the Open Enrollment Period. Policies will take effect under carrier regulations.
7. Employee on Sick Leave: After an employee is on sick leave and has exhausted his/her sick leave reserve, the Employer agrees to continue to pay the premium of hospitalization medical coverage for three (3) months.

**B. Cash In Lieu Stipend:**

1. Full-Time Units A and B Employees: A full-time Unit A or Unit B employee who chooses not to enroll in the Clawson Public Schools Insurance Plan offered by the Employer shall be entitled to a cash payment in lieu of health insurance. The rate of payment shall be \$1,200 annually. Such payments will be spread equally over the number of pays from October through the first pay in June of the fiscal year in which health coverage is declined.
2. Part-Time Unit B Employees: Employees working four (4) or more hours per day, but less than six (6) hours per day will receive a stipend prorated against \$1,200. [Example: A four (4) hour employee would receive two-thirds (2/3rds) of \$1,200, for a stipend of \$800.00.]

**C. Dental Insurance Coverage:**

1. For each full-time employee, Employer will provide dental care benefits through Met Life for the duration of this contract, for eighty percent (80%) coverage for classes I, II, III, and IV, with coordination of benefits, as set forth in the current benefit summary, effective July 1, 2013. A Summary of Benefits is attached as Appendix B.

This benefit shall begin when the employee:

- a. Has properly completed the necessary forms and filed said forms with proper authorities, and
- b. Actually begins employment.

2. Such benefits shall terminate when the Employee terminates his/her employment.

**D. Optical Coverage:**

1. For each full-time employee, Employer will provide vision care benefits through VSP 2 for the duration of this contract, as set forth in the current benefit summary, July 1, 2013. A Summary of Benefits is attached as Appendix B.

This benefit shall begin when the employee:

- a. Has properly completed the necessary forms and filed said forms with proper authorities, and
  - b. Actually begins employment.
2. Such benefits shall terminate when the Employee terminates his/her employment.

**E. Life Insurance Coverage:**

1. Unit A: The Employer agrees to pay the full premium of term life insurance for each employee. The amount of the policy will be \$50,000 with A.D. & D. This amount is in addition to any life insurance coverage realized by an employee's participation in the Clawson Schools Health Plan.

Unit B: The Employer shall provide \$50,000 group life insurance with A.D. & D. for employees who work a six (6) hour day during the school year.

2. The insurance carrier for the duration of this contract is MESSA.
3. After an employee is on sick leave and has exhausted his sick leave reserve, the Employer agrees to continue to pay the premium of the term life insurance policy for a period of six (6) months.

**F. Long Term Disability Insurance Coverage:**

1. Unit A and B: For each full-time AFSCME employee, the Employer shall provide without cost to the employee a long-term disability insurance plan with benefits of sixty percent (60%) Max \$5,000 of monthly earnings to the custodian who is totally disabled due to extended illness or injury. The

policy may provide a "write off" or "off set" which permits the carrier to reduce the benefit by the amount collected from social security, and state plan benefits or any other plan. The benefits of this plan shall commence after one hundred eighty (180) calendar days of such illness or injury and shall be payable until the custodian reaches age sixty-five (65), or the custodian is declared able to work, or death, whichever shall occur first. For the purposes of the long-term disability coverage, monthly earnings shall be the custodian's regular salary divided by twelve (12) months. A Summary of Benefits is attached as Appendix B.

This benefit shall begin when the custodian:

- a. Has properly completed the necessary forms and filed said forms with proper authorities, and
  - b. Actually begins employment.
2. Such benefits shall terminate when the Employee terminates his/her employment.
  3. The insurance carrier for the duration of this contract is National Life.

**F. Worker's Compensation Coverage:**

On The Job Injury: Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between the Worker's Compensation and his regular weekly net take-home income based on forty (40) hours in Unit A and net weekly pay in Unit B, for a period of time not to exceed three (3) months from and after the first day for which he is legally entitled to weekly compensation under Worker's Compensation Law. The Employer shall not be obligated to pay any such difference to an employee who receives a cash settlement in lieu of weekly payments of compensation for compensable injury. It is further provided that the Employer shall not be obligated to pay sick leave to an employee for any week for which the employee is legally entitled to Worker's Compensation for compensable injury nor shall any sick leave days accrue.

**ARTICLE XV**  
**LONGEVITY PAY**

**A. Unit A:**

1. Longevity pay shall be in the following amounts:

After 5 years	\$150
After 10 years	\$200
After 15 years	\$250

2. The above longevity will be paid in a lump sum the last pay period in June. In order to become eligible for longevity pay, an employee must have the full number of years of service by his or her anniversary date of the year in which the longevity pay is to be paid. If an employee retires, resigns, or is terminated for any reason in the middle of the year the longevity payment will be prorated based on months of service at the time of termination.

**B. Unit B:**

	<b>5 years</b>	<b>10 years</b>	<b>15 years</b>
6 or more hours	\$125.00	\$175.00	\$225.00
5 hours	\$108.30	\$158.30	\$208.30
4 hours	\$91.33	\$141.33	\$191.33
3 hours	\$75.00	\$125.00	\$175.00
2 hours	\$58.00	\$75.00	\$92.00

Employees shall receive her/his longevity payment in a lump sum with the employee's last pay of the school year.

# ARTICLE XVI

## HOLIDAY PROVISIONS

### A. Unit A.

1. The paid holidays are designated as:
  - a. Labor Day
  - b. Thanksgiving Day
  - c. Friday after Thanksgiving
  - d. December 24 (day before Christmas)
  - e. Christmas Day
  - f. December 31 (day before New Year's)
  - g. New Year's Day
  - h. Good Friday
  - i. \*Monday following Easter
  - j. Memorial Day
  - k. Fourth of July

Employees who do not work on a holiday will be paid their current rate based on a regular hourly day for said holidays.

2. Should a designated holiday fall on Sunday, Monday shall be considered as the holiday. Should a designated holiday fall on Saturday, Friday shall be considered as the holiday.
3. In the movement of recognized holidays, said movement will be done in such a manner as to provide the employees with the maximum number of continuous holidays.
4. Employees shall be eligible for holiday pay under the following conditions:
  - a. The employee would have been scheduled to work on such day if it had not been observed as a holiday.
  - b. The employee worked the last scheduled workday prior to the holiday and the day following the holiday, unless excused in advance by the Board.

### B. Unit B:

1. The following days shall be recognized and observed as paid holidays:
  - a. Labor Day
  - b. Thanksgiving Day
  - c. Friday after Thanksgiving
  - d. December 24 (day before Christmas)
  - e. Christmas Day
  - g. December 31 (day before New Year's)
  - h. New Year's Day
  - i. Good Friday
  - j. \*Monday following Easter
  - k. Memorial Day



\*If school is in session on Easter Monday, Employees will be required to work. The Easter Monday holiday will be celebrated on December 26. If December 26 falls on a weekend the holiday will be celebrated on the first work day after Christmas Day.

2. Eligible employees shall receive their regular workday's pay for each of the holidays listed above on which they performed no work.
3. Employees shall be eligible for holiday pay under the following conditions:
  - a. The employee would have been scheduled to work on such day if it had not been observed as a holiday.
  - b. The employee worked her last scheduled workday prior to the holiday and the day following the holiday, unless she was excused by the Employer.

However, if school should start after Labor Day, the employee will be paid for the day if he/she reports for work on the first scheduled workday following Labor Day.

\*If school is in session on the Monday after Easter, employees will be required to work. The Monday after Easter holiday will be celebrated on December 26. If December 26 falls on a weekend, the holiday will be celebrated on the first work day after Christmas Day.

**C. Observation of Religious Holidays:**

Employees, upon request to the Superintendent of Schools, will be granted no more than three (3) leave days with pay for the purpose of observing high religious holidays. These three days shall be deducted from the employee's sick leave.

## ARTICLE XVII

### VACATION

#### A. Unit A:

1. An employee will earn credit toward vacation with pay in accordance with the following schedule:
2. An employee who has less than one year seniority upon the anniversary date of this Agreement shall earn five (5) days vacation provided his seniority date is between July 1 and December 31. An employee who has a seniority date between January 1 and June 30 shall earn no vacation benefits for that period of time. For all other employees having a minimum of one or more seniority years at the anniversary date of this contract shall earn vacation in the following manner:
  - a. One (1) working day for each month of service in the previous school year
  - b. Up to ten (10) days (July 1 through June 30), for all employees having seniority from one (1) to seven (7) years
  - c. One and one-half (1 ½) working days for each month of service in the previous school year
  - d. Up to fifteen (15) days for all employees having seniority from seven (7) to fifteen (15) years
  - e. Employees with fifteen (15) or more years of service will receive one (1) additional week's vacation to a maximum of twenty (20) days
3. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of the operation of the department concerned. With regard to an employee's original request for a particular vacation period, where conflict exists within a department, preference shall be given the employee with seniority. Seniority shall be considered on any subsequent request changing the time of a vacation.
4. Vacation will be taken in a period of consecutive days. With approval of Superintendent or his designee, exceptions may be made. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
5. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

6. A vacation may not be waived by an employee for extra pay to be received for work during that period. In proper cases, exceptions may be made.
7. If an employee becomes ill before his scheduled vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
8. A maximum of ten (10) days vacation may be postponed from one year to another and made accumulative. Any other vacation time will be forfeited unless completed in the year in which it is accumulated. In case of postponed vacation days, such days will be utilized before vacation days earned in the current year are utilized.
9. If a regular payday falls during an employee's vacation, he/she will receive that check before going on vacation, upon written request, at least two (2) weeks in advance of the vacation. Should an employee change the vacation, he/she must make a written request for the check three (3) weeks before leaving, if he/she desires to receive it in advance.
10. If an employee is laid-off or retires, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee, who received vacation credit at the time of layoff for the current calendar year, will have such credit deducted from the vacation the following year.
11. Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit from any benefits provided for in this Agreement.

## ARTICLE XVIII

### UNIFORMS

#### A. Unit A:

1. The Employer shall purchase three (3) shirts for each of the seniority employees, and, upon receipt of a damaged shirt, a replacement may be provided by the Employer, not to exceed three (3) per year. Selection of color, type and style will be decided by the Employer, subject to approval of the Union. Employees will be responsible for purchasing pants, which may include black slacks, black pants, or black jeans (no sweats or jeans).
2. Laundering and maintenance of the uniforms shall be the responsibility of the individual employees. All employees shall be required to wear said uniforms while on duty.

#### B. Unit B:

1. The District shall give all Food Service employees a uniform allowance of \$125 annually.
2. Employees hired after the beginning of the second semester of the school year shall receive a prorated uniform allowance.
3. Rubber gloves and aprons will be furnished and returned to the school district.

# ARTICLE XIX

## RETIREMENT

### Unit A:

Any member in Unit A after having completed the immediate preceding ten (10) years of service in Clawson Public Schools, and who is fully qualified for retirement as determined by the statutes governing retirement by the Michigan Public Schools Employees Retirement Fund Board, shall be paid upon retirement, one hundred twenty-five dollars (\$125) per year for each year of service, not exceed One Thousand Seven Hundred Fifty Dollars (\$1,750).

### Unit B:

Any member in Unit B meeting the above qualifications shall be paid an amount not to exceed One Thousand Dollars (\$1,000) at retirement. Such payment shall be based on six (6) hours of work per day and shall be pro-rated for those employees working less than six (6) hours.

### Example

\$1,000.00	6 hours
\$667.00	4 hours
\$500.00	3 hours
\$333.00	2 hours

## ARTICLE XX

### MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- B. Nothing in the Agreement shall be considered as limiting the authority conferred by law on the Employer or in any way abridging or reducing such authority.
- C. This Agreement shall be construed as requiring employees and the Employer to follow its provisions in exercise of the authority conferred upon the Employer and the employees by law.
- D. Copies of the Agreement shall be printed at the expense of the Employer and presented to all workers now employed or hereafter employed by the Employer.
- E. Building Policy: Because every building has problems particular to itself due to facilities, personnel, and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with State Law, School Board Policy, this Master Contract, or other high authority.
- F. Use of School Buildings: The parties agree that there shall be a custodian present at all activities when an activity/group pays rental fees to the District. Beginning July 1, 2004, all school-sponsored activities will no longer require a custodian present. It is understood with this change that principals or their designees will be responsible for securing the buildings when school personnel are using the facility and custodians are not present.
- G. All employees in Unit A shall perform repair and maintenance duties relating to buildings, grounds, and equipment.
- H. Inclement Weather – Unit A: When schools are closed due to inclement weather, or for other reasons, members of the bargaining unit will report to their assignment. The staff will then be assigned, as needed, for the duration of the emergency by the administrative staff. Any employee unable to report to work shall use sick leave, personal business, or vacation time, if available. If the employee has no time available as described above, time lost shall be unpaid.

I. Redistricting:

Should the Employer or any Act of the State or Federal legislature determine to redistrict and/or merge currently established School Districts (as of 1994) the Employer shall make every effort to protect the existing bargaining unit positions under any such merger or order to redistrict.

J. Organizational Chart:

The Employer agrees to furnish AFSCME Local 202, Council 25 with an organizational chart indicating which individuals are the designees of the Superintendent of each classification within the unit. Said chart will be provided on July 1 of each year and at any time it may change.

## **ARTICLE XXI**

### **SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of thirty (30) days following the date the supplemental agreement was reached by representatives of the Employer and the Union.



## **ARTICLE XXII**

### **RATES FOR NEW JOBS**

When a new job is created in a Unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

## **ARTICLE XXIII**

### **SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

## ARTICLE XXIV

### UNION BULLETIN BOARDS

- A. The Employer will provide bulletin board space in each building which may be used by the Union for posting notices of the following types:
1. Notices of recreational and social events
  2. Notices of Union elections
  3. Notices of results of Union elections
  4. Notices of meetings
- B. The bulletin board shall not be used by the Union for disseminating propaganda and among other things, shall not be used for posting or distributing pamphlets dealing with political matters.

## **ARTICLE XXV**

### **APPENDICES**

The following appendices are incorporated in and made a part of this Agreement.

- Appendix A-1 Salary Schedules – Units A and B  
2013-2014
- Appendix A-2 Salary Schedules – Units A and B  
2014-2015
- Appendix A-3 Salary Schedules – Units A and B  
2015-2016

## **ARTICLE XXVI**

### **ECONOMIC FORECAST**

For the 2013-2014 fiscal year, should the district's blended FTE increase by 30 students, the Employer will compensate each Employee One Per Cent (1%) of his/her base pay. The current blended FTE is 1,837.84.

## ARTICLE XXVII

### TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1<sup>st</sup> day of July 2013, and continue in full force and effect until 11:59 p.m. June 30, 2016. Should either party wish to re-negotiate this contract so as to make changes that would take effect after the above termination date, notice of this intent must be submitted sixty (60) days prior to June 30, 2016.

All salaries, wages and other employee compensation, including fringes, which are provided for herein are subject to all State and Federal guidelines, past and future, issued by government agencies.

Sixty (60) days prior to the termination of this Agreement, the parties will notify each other in writing the name of the person who is to service as their chief negotiator.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 30<sup>th</sup> day of September, A.D., 2013.

LOCAL 202.13 AFFILIATED WITH THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
MICHIGAN COUNCIL #25, AFL-CIO

By: Dan McHale  
Dan McHale, Chapter Chair

And: Kathie Sherrill  
Kathie Sherrill, AFSCME Staff Rep

BOARD OF EDUCATION OF  
CLAWSON PUBLIC SCHOOLS

By: Kevin A. Tom  
President, Board of Education

And: [Signature]  
Secretary, Board of Education

# APPENDIX A-1

## AFSCME CUSTODIAL – 2013-2014 Salary Schedule – No Step Increase Unit A – Custodians

	Probation	0	1	2	3	4
<b>Buildings &amp; Positions ↓</b>						
<b>Baker</b>						
<b>Custodian</b>	14.70	15.52	16.07	16.46	16.95	17.79
<b>MS/HS</b>						
<b>Head Custodian</b>		17.70	18.19	18.59	19.09	19.98
<b>Head Night Custodian</b>		16.71	17.17	17.63	18.02	18.88
<b>Custodian</b>	14.70	15.52	16.07	16.46	16.95	17.79
<b>Schalm</b>						
<b>Head Custodian</b>		17.41	17.82	18.29	18.73	19.65
<b>Head Night Custodian</b>		16.45	16.89	17.36	17.79	18.70
<b>Custodian</b>	14.70	15.52	16.07	16.46	16.95	17.79
<b>Kenwood/Pool</b>						
<b>Head Custodian</b>		17.22	17.67	18.14	18.59	19.41
<b>Head Night Custodian</b>		16.30	16.79	17.22	17.66	18.59
<b>Custodian</b>	14.70	15.52	16.07	16.46	16.95	17.79
<b>Maintenance</b>		17.97	18.53	18.89	19.45	20.39

## AFSCME CAFETERIA – Effective July 1, 2013 2013-2014 Salary Schedule – No Step Increase Unit B – Cafeteria

POSITION	0	1	2	3	4
<b>Cook – Manager [Cook]</b>	10.65	11.37	11.87	12.38	13.86
<b>Cook – Baker [Cook/Helper]</b>	10.00	10.61	11.09	11.46	13.02
<b>Cook – Helper [Head Cashier/Utility/ Helper]</b>	9.86	10.44	10.93	11.44	12.87
<b>District Delivery Person [Helper/Delivery]</b>	9.21	9.63	10.13	10.61	12.10

# **APPENDIX A-2**

## **2014-2015 Salary Schedule**

### **SALARY OPENER STEP FREEZE**



# **APPENDIX A-3**

## **2015-2016 Salary Schedule**

### **SALARY OPENER STEP INCREASE**

# APPENDIX B - 1



**MESSA**  
 Good Health. Good Business. Great Schools.  
 1475 Kendale Boulevard, PO Box 2560  
 East Lansing, MI 48826-2560  
 800.292.4910

## Benefit Program Cost Summary Effective 01/01/2014

Clawson School District  
 626 Phillips  
 Clawson, MI 48017-1589

Group: 410G-Custodian., Transportation

Employer ID: 410  
 MESSA Field Rep: Matt Nyquist

Job	FT/PT Eligibility Rule ID	Job	FT/PT Eligibility Rule ID
Custodian - 180014	FT/PT 410G	Bus Driver/Transportation - 210000	FT/PT 410G

PAK/A	Plan	Benefit Description	Census Used	Rate	MESSA Code
Medical	MESSA ABC Plan 1 71452-161 / 71452-162	In-Network Ded: \$1250 Single Cov; \$2500 2-Person & Family Cov In-Network OOP Cap: \$1000 Single Cov; \$2000 2-Person & Family Cov Out-of-Network Ded: \$2500 Single Cov; \$5000 2-Person & Family Cov Out-of-Network Coins: 20% of approved amount after deductible Out-of-Network OOP Cap: \$2000 Single Cov; \$4000 2-Person & Family Cov Prescription Coverage: MESSA ABC Rx Excludes Voluntary Abortion Health Savings Account with Health Equity	Single: 3 2-Person: 5 Family: 9	434.66 977.97 1,217.02	7V 2MMW 2MMX 2MMY
Dental	Dent BC/80/80/60:1300(1000) 0953-0027	Class I: 60% Class II: 60% Class III: 80% Class IV: 60% Annual Max Class I, II, III: \$1,000. Lifetime Max Class IV: \$1,300 X-Rays paid under: Class II Adult Orthodontics: No Sedation: No Cleanings: 2 per year	Single: 3 2-Person: 5 Family: 9	42.17 79.49 138.90	D0212L 2MMZ 2MN0 2MN1
Vision	VSP 2	Plan year July to July	Single: 3 2-Person: 5 Family: 9	5.43 11.72 17.63	V211 2MN2 2MN3 2MN4
Negotiated LTD	Neg LTD 60% Max \$5,000	Replacement %: 60.00 Maximum Benefit: \$5,000 Maximum Monthly Salary: \$8,333 Waiting Period: 180 Calendar Days Straight Wait Alcohol/Drug: 2 Year Limitation Mental/Nervous: 2 Year Limitation Social Security Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: No COLA: No Educational Supplemental Program: No	Individuals: 17 Volume: 42,508 Rate per 100: 0.75	18.75	LT10BK 2MN7
PAK Life	\$50,000 PAK Life		Individuals: 17 Volume: 850,000 Rate per 1000: 0.11	5.50	PC5001 2MN5
PAK AD&D	\$50,000 PAK AD&D		Individuals: 17 Volume: 850,000 Rate per 1000: 0.03	1.50	K05001 2MN6
Basic Term Life	Basic Term Life w/Med \$5,000			1.50	BTLM01 CC1Z

**COBRA RATES:**

The COBRA rates for Dental and Vision are the same as the rates above, Medical COBRA rates for PAK A are as follows.

Medical - Single	434.66
Medical - 2-Person	977.97
Medical - Family	1,217.02

1 509.52  
 2 1,096.43  
 3 1,400.80

# APPENDIX B - 2

**MESSA**  
 Good health. Good business. Great schools.  
 1475 Kendale Boulevard, PO Box 2560  
 East Lansing, MI 48826-2560  
 800.232.4910

## Benefit Program Cost Summary Effective 01/01/2014

PAK B	Plan	Brief Description	Census Used	Rate	MESSA Codes
Dental	Dent 80/80/80/80:1200(1000) 0953-0028	Class I: 80% Class II: 80% Class III: 80% Class IV: 80% Annual Max Class I, II, III: \$1,000, Lifetime Max Class IV: \$1,300 X-Rays paid under: Class II Adult Orthodontics: No Sealants: No Cleanings: 2 per year Plan year July to July	Single: 0 2-Person: 2 Family: 1	42.17 79.40 138.90	D0212M 2MNS 2MN9 2MNA
Vision	VSP 2		Single: 0 2-Person: 2 Family: 1	5.45 11.72 17.63	V212 2MNB 2MNC 2MND
Negotiated LTD	Neg LTD 80% Max \$5,000	Replacement %: 60.00 Maximum Benefit: \$5,000 Maximum Monthly Salary: \$8,333 Waiting Period: 180 Calendar Days Straight Wait Alcohol/Drug: 2 Year Limitation Mental/Nervous: 2 Year Limitation Social Security Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: No COLA: No Educational Supplemental Program: No	Individuals: 3 Volume: 7,502 Rate per 100: 0.75	18.75	LT108L 2MNG
PAK Life	\$50,000 PAK Life		Individuals: 3 Volume: 150,000 Rate per 1000: 9.11	5.50	P05002 2MNE
PAK AD&D	\$50,000 PAK AD&D		Individuals: 3 Volume: 150,000 Rate per 1000: 0.93	1.50	K05002 2MNF

**COBRA RATES:**

The COBRA rates for Dental and Vision are the same as the rates above.

1 73.37  
 2 116.96  
 3 182.28

# APPENDIX B – 3



## Benefit Program Cost Summary Effective 01/01/2014

PAK/C	Plan	Brief Description	Census Used	Rate	MESSA Codes
Medical	MESSA Choices 71453-160	In-Network Ded: \$800 Single/\$1000 Family In-Network Copay: \$20 Office Visit/\$25 Urgent Care/\$50 ER Out-of-Network Ded: \$1000 Single/\$2000 Family Out-of-Network Coins: 20% of approved amount after deductible Out-of-Network OOP Cap: \$2000 Single/\$4000 Family Prescription Coverage: MESSA Saver Rx Excludes Voluntary Abortion	Single: 0 2-Person: 0 Family: 0	480.53 1,081.21 1,345.50	7FD  2TVT 2TVU 2TVV
Dental	Dent 80/80/80/80:1300(1000) 0953-0027	Class I: 80% Class II: 80% Class III: 80% Class IV: 80% Annual Max Class I, II, III: \$1,000, Lifetime Max Class IV: \$1,300 X-Rays paid under: Class II Adult Orthodontics: No Sealants: No Cleanings: 2 per year	Single: 0 2-Person: 0 Family: 0	42.17 79.49 138.90	D0212B  2TVW 2TVX 2TVY
Vision	VSP 2	Plan year July to July	Single: 0 2-Person: 0 Family: 0	5.45 11.72 17.62	V2A 2TVZ 2TW0 2TW1
Negotiated LTD	Neg LTD 80% Max \$5,000	Replacement %: 80.00 Maximum Benefit: \$5,000 Maximum Monthly Salary: \$8,333 Waiting Period: 180 Calendar Days Straight Wait Alcohol/Drug: 2 Year Limitation Mental/Nervous: 2 Year Limitation Social Security Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 9 months Pre-Existing Conditions: Waived Freeze on Offsets: No COLA: No Educational Supplemental Program: No	Individuals: 0 Volume: 0 Rate per 100: 0.75	18.75	LT109F 2TW2
PAK Life	\$50,000 PAK Life		Individuals: 0 Volume: 0 Rate per 1000: 0.11	5.50	P0500F 2TV2
PAK AD&D	\$50,000 PAK AD&D		Individuals: 0 Volume: 0 Rate per 1000: 0.03	1.50	K0500G 2TW4
Basic Term Life	Basic Term Life w/Med \$5,000			1.56	BTLM02 001Z

**COBRA RATES:**

The COBRA rates for Dental and Vision are the same as the rates above, Medical COBRA rates for PAK C are as follows:

Medical - Single	480.53
Medical - 2-Person	1,081.21
Medical - Family	1,345.50

Please refer to plan coverage booklets for a complete description of benefits.

1 555,40  
2 1,199,67  
3 1,529,28

# APPENDIX B – 4

For a complete description of benefits, please visit:

[www.messa.org](http://www.messa.org)

Click on:  
**Plans & Services**

Click on:  
**Plan Information**

Click on any of the following:

**Medical**  
**Dental**  
**Vision**  
**Prescription Drugs**  
**Basic Life**  
**LTD**

# APPENDIX C

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9231) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



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