

# AGREEMENT

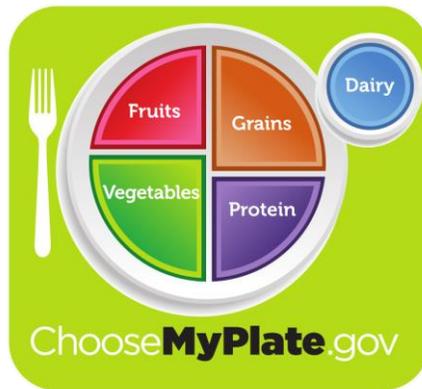
between

**CLAWSON PUBLIC SCHOOLS**

and

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

## CAFETERIA



**2018-2019  
2019-2020**

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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 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 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. 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 District 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 Steward

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. Steward: There shall be one steward representing the cafeteria. The Union will provide a list of officers for the school year, including the steward, 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.
- 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 of Officers. Notwithstanding their position on the seniority list, the Chapter Chairperson, and the Steward 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 will be laid off according to seniority as defined in Article VIII with the least seniority employees being laid off after probationary employees.
- 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) 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.
- (2) During the trial period, employees will receive the rate of pay designated for the job they are performing.

### **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 for the purpose of filling vacancies or replacing employees who are absent due to 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) 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. Family Medical Leave:**

The Family and Medical Leave Act (FMLA) provides coverage for all eligible employees who need to take time off for the birth of a child, placement of a child with the employee for adoption or foster care, care of a parent, spouse or child with a serious health condition, to take care of an employee's own serious health condition that prevents the employee from performing the major functions of her/his position, or to address certain qualifying exigencies related to a spouse, child, or parent who is on covered active duty or on call to covered active duty status.

To be eligible for FMLA, an employee must have worked for the Employer for at least twelve (12) months, and have worked 1,250 hours in the 12-month period preceding the request for leave. The leave may only be used for the specific purposes outlined above, and documentation is required. Eligible employees are allowed to take up to 12 weeks unpaid leave. Any accumulated paid time shall be exhausted first and will be counted towards satisfying the maximum leave time provided by the FMLA.

If an employee takes a leave of absence that qualifies under the FMLA but does not return to work after twelve weeks, the employee is no longer entitled to any further job restoration rights under the FMLA and may be terminated. Employees who qualify under the provisions of FMLA will be sent copies of the request form and certification from the Business Office.

**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 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 the essential functions of his/her assignment before re-employment.
3. If an illness occurs on the day before or after a holiday, the employee must present a physician's statement to the Employer upon his return. A physician's statement may also 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.
4. Sick leave may accumulate to a maximum of one hundred thirty (130) days.
5. 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. 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 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. Funeral not included under Article XVII
  - e. 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. Unpaid Days:**

An employee wishing to take an unpaid day(s) off must first receive pre-approval from the Superintendent or his/her designee.

Failure to receive pre-approval for unpaid day(s) off without pay may result in discipline, up to and including discharge.

**I. 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

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.

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.

- 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. Banquets: All work related to banquets catered by the school district food service department shall be offered first to bargaining unit members. 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.
  9. 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.
  10. 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.

## ARTICLE XIV

### INSURANCE

- A.1. All employees, and those hired by the District following ratification of this Agreement who are considered full time-time employees shall have the option to select health insurance coverage. Employees working an average of thirty (30.0) hours in a week will be considered full time.

Employees shall contribute 9.5% of their rate of pay multiplied by 130 each month towards the cost of the single subscriber coverage of the health plan, calculated using the following formula:

$$.095 \times 130 \times \text{hourly rate of pay} = \text{employee's monthly contribution}$$

The Board shall be responsible for all remaining costs.

Employees may select either two-person or full family coverage by paying the difference in the premium cost of the single subscriber and two-person or full family coverage.

Employees that do not elect insurance coverage shall receive cash in lieu.

2. Enrollment: Every full-time employee in the district shall have the right to participate in the health insurance 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.
3. 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 Employees: A full-time employee who chooses not to enroll in the 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 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 for the duration of this contract, for eighty percent (80%) coverage with coordination of benefits.

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. 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. 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. 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. For each full-time 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 Employee who is totally disabled due to extended illness or injury. The policy may provide a "write off" or "offset" 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 Employee reaches age sixty-five (65), or the Employee 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 Employee's regular salary divided by twelve (12) months

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.

**G. 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/her regular weekly net take-home income based on net weekly pay for a period of time not to exceed three (3) months from and after the first day for which he/she 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. However, if the employee is simultaneously eligible for Family Medical Leave Act leave, that Act shall also run concurrently with any Workers' Compensation absences, where applicable.

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

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>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

# ARTICLE XVI

## HOLIDAY PROVISIONS

A.

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
  - f. December 31 (day before New Year's)
  - g. \*December 26 (~~Monday following Easter~~)
  - h. New Year's Day
  - i. Monday of Spring Break (~~Good Friday~~)
  - j. Memorial 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. 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.
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 his/her last scheduled workday prior to the holiday and the day following the holiday, unless he/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.

**B. 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**

### **UNIFORMS**

The Employer shall give all employees a uniform allowance of \$150 annually.

Employees hired after the beginning of the second semester of the school year shall receive a prorated uniform allowance.

Rubber gloves and aprons will be furnished and returned to the school district.

## ARTICLE XVIII

### RETIREMENT

Any member 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 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 XIX

### 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. 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.

G. 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.

H. Self-Reporting Requirement:

All employees are required to notify the Board within three business days if they have been charged with a crime listed in Section 1535a(1) or Section 1539b(1) of the Revised School Code, or a violation of a substantially similar law of another

state, a political subdivision of this state or another state, or of the United States, as required by the Revised School Code, MCL 380.1230d.

I. Emergency Manager:

In accordance with Section 15 of the Public Employment Relations Act, MCL 423.215 this entire Agreement or specific provisions of this Agreement may be rejected, modified or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act MCL 141.1401 to 141.153.

## **ARTICLE XX**

### **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 XXI**

### **RATES FOR NEW JOBS**

When a new job is created 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 XXII**

### **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 XXIII**

### **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 XXIV**

### **APPENDICES**

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

Appendix A    Salary Schedule – **2018-2019 and 2019-2020**

Appendix B    FMLA

## ARTICLE XXV

### TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1<sup>st</sup> day of July 2018, and continue in full force and effect until 11:59 p.m. June 30, 2020. 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, 2020.

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 18th day of June, A.D., 2018.

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

By: Beverly Bayes  
Beverly Bayes, Chapter Chair

And: Ronda Trowse  
Ronda Trowse, AFSCME Staff Rep

BOARD OF EDUCATION OF  
CLAWSON PUBLIC SCHOOLS

By: Andrew Hodges  
President, Board of Education

And: Kimberly M. Coleman  
Secretary, Board of Education

# APPENDIX A

## SALARY SCHEDULE

**2018-2019**

POSITION	0	1	2	3	4	5
Cook – Manager [Cook]	10.65	11.37	11.87	12.38	13.86	14.14
Cook – Baker [Cook/Helper]	10.00	10.61	11.09	11.46	13.02	13.28
Cook – Helper [Head Cashier/Utility/ Helper]	9.86	10.44	10.93	11.44	12.87	13.13
District Delivery Person [Helper/Delivery]	9.86	10.44	10.93	11.44	12.87	13.13

**2019-2020**

Wage re-opener

## APPENDIX B

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### BENEFITS & PROTECTIONS

### ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.