

COLLECTIVE BARGAINING AGREEMENT

Between

**The Board of Education of the
Coopersville and Area Public Schools**

And

**The Coopersville Support Personnel
Association, MEA/NEA**

July 1, 2022 – June 30, 2024

Coopersville Area Public Schools does not discriminate on the basis of race, color, religion, sex, national origin, age, height, weight, marital status, handicap, disability or limited English proficiency in any of its programs or activities. The following office has been designated to handle inquiries regarding the nondiscrimination policies:

Civil Rights Coordinator, Administration Building, Coopersville Area
Public Schools, 198 East Street, Coopersville, MI 49404

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AGREEMENT

This Agreement is made and entered into effective July 1, 2022, by and between the COOPERSVILLE AREA PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter called the “Board” or the “Employer”) and the COOPERSVILLE SUPPORT PERSONNEL ASSOCIATION, MEA-NEA (herein after called the “Association” or the “Union”).

ARTICLE 1.0 RECOGNITION

1.1 Definition of Bargaining Unit

Pursuant to MERC Case No. R89 I-244 Unit I & II, the Board does hereby recognize the Association as the exclusive representative of the employees in the unit described below for the purposes of collective bargaining:

All full-time and regular part-time non-supervisory maintenance, custodial, mechanic employees and bus drivers.

Excluding supervisors, migrant staff, fiscal services employees, Superintendent’s secretary and all other employees.

1.2 Definition of “Employee”

The term “employee” when used in this Agreement shall refer to all employees in the bargaining unit as defined above.

1.3 Probationary Employees

Probationary employees are not covered by the following provisions of this Agreement and have no rights thereunder: Article 4, Sections 4.1, 4.2 and 4.3, Article 6, Article 7, Article 9, Article 10 (except Section 10.6), Article 11, Article 12, and Article 15. A probationary employee may not file a grievance claiming a violation of any Section and/or Article included above. Certain exceptions apply to probationary employees who have completed forty-five (45) work days. These exceptions are noted in Section 4.7.

1.4 Definition of Full-Time/Part-Time Employees

1.41 Full-Time Employee. The term Full-time employee when used in this Agreement in reference to a Custodial/Custodial Cleaner, Maintenance/Mechanic employee shall mean an employee regularly scheduled to work 30 hours per week or more. The term Full-time employee when used in this Agreement in reference to a Bus Driver employee shall mean an employee regularly scheduled to drive at least four (4) runs per day or an equivalent number of hours per day including special education runs, for four or more days/week.

1.42 Part-Time Employee. The term Part-time employee when used in this Agreement in reference to a Custodial, Maintenance/Mechanic employee shall mean an employee regularly scheduled to work less than 30 hours per week. The term Part-time employee when used in this Agreement in reference to a Bus Driver employee shall mean an employee regularly scheduled to drive less than a full-time driver as defined in section 1.41.

ARTICLE 2.0 ASSOCIATION RIGHTS**2.1 Voluntary Association Membership**

Each bargaining unit member may join the Association and pay union dues or decide not to join the Association and not pay union dues.

2.2 Association Access

The Association may authorize Representatives who shall be able to conduct official business on school property at times which do not interfere with the work of bargaining unit members. In addition, the Association may authorize representatives not employed by Coopersville Area Public Schools who shall be able to conduct official business on school property at reasonable times providing they make their presence known to the director of operations or central office administration and do not interfere with normal school operations. In the event any authorized representative fails to comply with the aforementioned restrictions, the administrator may at his/her discretion remove the representative's rights accorded under this paragraph for no longer than one week.

2.3 Association Leave

On advance notification of not less than three (3) work days, not more than two (2) employees from one job classification at any one time may be designated by the Association President as Association representatives (except that not more than one (1) mechanic at any one time) and shall be granted leave to conduct Association business. The Association shall be entitled to no more than an aggregate of eight (8) fully paid days per calendar year for this purpose. Days to be used for workshops/training and may not be used for union activities at other school sites and/or lobbying in Lansing. There shall be no limit on unpaid days used for grievance meetings with administration or for arbitration and the Board may grant additional unpaid days at its discretion. Please note, as required by law, compensation for such time shall be included in reportable compensation to MPSERS if the Association or the employee reimburses the District for the associated MPSERS costs.

ARTICLE 3.0 BOARD RIGHTS**3.1 Board Authority**

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the school district and that the Board has the necessary authority to discharge all of its responsibilities subject to law and to the provisions of this Agreement. In meeting such responsibilities, the Board acts through its administrative staff.

3.2 Board Rights

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws and the constitutions of the State of Michigan and of the United States; except as limited by this Agreement. The Board's rights and powers, include, but are not limited to the right to: hire, direct, assign, recall, demote and promote employees; to reprimand, suspend, and discharge employees; to lay off employees for lack of work or other lawful reason; to select interested employees for promotion or transfer to supervisory or other positions outside the bargaining unit; to determine the qualifications and competency of employees to perform available work; to change and eliminate job classifications; to establish new classifications and the work content of existing classifications; to maintain discipline, order and efficiency of employees; to plan for and manage its affairs efficiently and economically, including the determination of the quantity and quality of service

to be performed; to determine the number of employees assigned to any operations, to determine the labor requirements and to determine and adjust the size of the work force and to determine and adjust the schedules of work, including bus schedules; to contract work to determine and adjust the means, methods and procedures of work and to introduce new and improved means, methods and procedures and eliminate existing means, methods and procedures; to discontinue any service, function or operation; to establish, review and maintain and enforce work standards.

3.3 **Board Rules**

The Board shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining safety, discipline, security, efficient and/or effective operations. The rules and regulations shall not limit the Employer's right to discipline or discharge employees with just cause, whether or not the cause for such action is addressed in said rules.

3.4 **Non-Bargaining Unit Personnel**

Supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union to the extent and type as performed in the past.

3.5 **Policyholder**

The Board shall be the designated policyholder of all group insurance in accordance with applicable Michigan statutes.

ARTICLE 4.0 EMPLOYEE RIGHTS

4.1 **Reason for Discipline**

The Board shall not discipline any employee without just cause.

4.2 **Remedy**

An employee found to have been disciplined without just cause shall be reinstated and paid any lost wages or benefits.

4.3 **Progressive Discipline**

The Board agrees to follow a policy of progressive discipline which, unless the seriousness of the offense warrants accelerated discipline or discharge, includes a written warning, suspension without pay, and discharge.

4.4 **Representation at Meetings**

Upon request, an employee shall be entitled to have present a representative of the Association during any meeting to discuss any disciplinary action.

4.5 **Meetings Involving Students/Parents/Citizens**

No employee shall be required to meet with students, parents, or other citizens without the presence of his/her immediate supervisor or other designated administrator.

4.6 Policies/Rules/Regulations

All policies, rules and regulations and all changes in policies, rules and regulations shall be given in writing to the Association with a copy posted and personal copies made available to each employee upon request prior to the implementation date of the respective policy, rule or regulation.

4.7 Probationary Status

Upon initial employment, each employee shall serve a probationary period equal to his/her first one hundred and eighty (180) work days. Any day for which an employee receives any pay shall count as a work day. Probationary employees will be eligible for insurance benefits, accrued leave days, and holiday pay following the first forty-five (45) work days if otherwise entitled under the terms and conditions of this contract.

4.8 Personnel File

Each employee shall have the right, upon request, to review the contents of all his/her own personnel file(s). The employee may have an Association representative accompany him/her in such review. The Board may also have a representative during the review to protect the contents of the personnel file(s). Other examination of an employee's file(s) shall be limited to supervisory personnel and their agents, except that a non-bargaining unit member Union representative may review such files for contract administration purposes or to provide the employee representation in other administrative or legal proceedings.

4.9 Contents of Personnel File

Complaints by students, parents, or school personnel will not be inserted into a bargaining unit member's personnel file unless the bargaining unit member receives notice that such complaint is being inserted. The bargaining unit member may submit a written reply regarding complaints which shall be inserted into the file.

4.10 Working Environment

Any employee who believes he/she has been subjected to harassment should report it immediately in accordance with district policies.

ARTICLE 5.0 GRIEVANCE PROCEDURE**5.1 Definitions**

5.11 A "grievance" shall mean a complaint filed by an employee, a group of employees, or by the Association based on a violation of this Agreement.

5.12 An "aggrieved person" is the person(s) or the Association making the complaint.

5.13 The term "days" when used in this Section shall, except where otherwise indicated, mean scheduled student attendance days during the school calendar year and shall mean calendar days excluding Saturdays, Sundays and Holidays as defined by this Agreement for the summer months between school calendar days.

5.14 Designated representatives of the Board shall mean the supervisor(s) at Level One, the Superintendent at Level Two, the Board's designated agent at Level Three.

5.2 **Purpose**

- 5.21 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of the procedure.
- 5.22 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration and having the grievance adjusted without intervention of the Association; provided, that such adjustment is not inconsistent with this Agreement and provided that the Association has the opportunity to be present at said adjustment.

5.3 **General Procedures**

- 5.31 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- 5.32 Forms for filing and processing grievances shall be designed by the Superintendent, shall be prepared by the Superintendent's office, and shall be given appropriate distribution upon approval by the Association to facilitate the operation of the grievance procedure.
- 5.33 Both the grievance discussed and the decision rendered at Level One shall be submitted in writing upon request of either party. Grievances and decisions rendered at all other levels shall be in writing and shall be transmitted to the designated representative(s).
- 5.34 Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each Level shall be considered a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement expressed in written form.

5.4 **Specific Procedures**

- 5.41 Level One - Immediate Supervisor. The aggrieved shall discuss the complaint with his/her immediate supervisor(s) within fifteen (15) days of the occurrence or the date the aggrieved knew or should have known of the occurrence.
- 5.42 Level Two - Superintendent. Should the aggrieved be unsatisfied at Level One or if no decision is rendered within ten (10) days after presentation of the grievance, the aggrieved may proceed by filing a written grievance with the Superintendent within fifteen (15) days after receipt of the answer at Level One. Within fifteen (15) days from the receipt of the grievance by the Superintendent he/she shall render a decision as to the solution.
- 5.43 Level Three - Board of Education. Should the aggrieved be unsatisfied at Level Two or if no decision is rendered within fifteen (15) days from the receipt of the grievance by the Superintendent, the aggrieved may proceed by filing the written grievance along with the decisions from prior Levels with the Board within fifteen (15) days after receipt of the answer, if any, from Level Two. The Board may, in its discretion, hold hearings thereon, or may designate one or more of its members to hold hearings thereon or otherwise investigate the grievance, and may render a decision in writing. Provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than two regularly scheduled meetings after the receipt of the grievance by the Board.

- 5.44 Level Four - Arbitration. Should the Association be unsatisfied at Level Three or if no timely decision is rendered by the Board, the Association may submit the grievance to arbitration within thirty (30) days from the receipt of the Board's decision.
- (a) Arbitration Demand. To initiate arbitration, the Association will file the Demand for Arbitration with the American Arbitration Association (AAA) within thirty (30) days after the time limit in Level Three. The parties will be bound by the rules and procedures of the AAA.
 - (b) Arbitration Hearing. The arbitrator will confer with the parties and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
 - (c) Arbitrator's Decision. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; any lawful decision of the arbitrator shall be placed into effect, subject to the right of the Board or the Association to judicial review.
 - (d) Arbitrator's Powers. An arbitrator shall have no power to:
 - (1) Establish wage scales; this does not preclude a determination of correct placement on the established wage schedule.
 - (2) Substitute his/her opinion to replace practices, policies, or rules of the Board except where such is found to be in conflict with this Agreement.
 - (3) Hear any grievance previously barred from the scope of the grievance procedure.
 - (4) In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.
 - (5) More than one grievance may not be considered by the arbitrator at the same time except upon written mutual consent.
 - (e) Costs of Arbitration. The cost of the arbitration shall be borne equally by the parties except each party shall assume its own cost for representation, including the expense of witnesses.

ARTICLE 6.0 LAYOFF & RECALL

6.1 Seniority Definition

"Seniority" shall mean the length of uninterrupted service with the employer since the employee's last date of hire or transfer into the bargaining unit and shall be indicated by the day, month, and year corresponding to the employee's last date of hire or transfer into the bargaining unit. For bus drivers, the "date of hire" shall mean the first work day on a regular assignment as opposed to a substitute bus driver assignment. No leave of absence, layoff or transfer out of the bargaining unit to another position with the Employer shall be considered as an interruption of service. Seniority shall not accrue during any layoff or any unpaid leave of absence or any transfer out of the bargaining unit to another position with the Employer in excess of ninety (90) consecutive work days. Employees who transferred out of the previously existing CMM or Bus Driver bargaining units or who transfer out of the bargaining unit during

the term of this Agreement shall have the right to bid on or be placed in vacant or created positions based on their seniority as described in this section.

6.2 **Loss of Seniority**

Seniority shall be lost if:

- 6.21 The employee quits, retires, or is discharged for cause; or
- 6.22 The employee is absent three (3) consecutive working days or more without authorized leave; or
- 6.23 The employee is laid off for more than three (3) years or more than the length of his/her seniority, whichever is less.

6.3 **Seniority List**

- 6.31 The Board shall maintain the Seniority list: (It is possible for a bargaining unit member to hold two positions or to be laid off from one position and hold another position.)
- 6.32 The Board shall prepare and submit to the Association within thirty (30) calendar days of the ratification of this Agreement the Seniority List which will show the name, seniority rank by numeral and the day/month/year of last date of hire or transfer into the bargaining unit for each employee. Thereafter, the Board shall provide an up-to-date seniority list upon reasonable request or at least annually.
- 6.33 Any period of time for which seniority is not granted shall be recorded on the Seniority List and the employee's date of hire on the Seniority List shall be adjusted to that later date that would represent the period of time lost.
- 6.34 In the event that two or more employees have equal seniority, a random selection procedure that is mutually agreeable between the Board and the Association shall be used to break the seniority tie. The results shall be recorded on the Seniority List.

6.4 **Layoff**

- 6.41 Bus Drivers Positions. Bus Drivers with the least seniority will be the first to be laid off.
- 6.42 Custodial, Maintenance/Mechanic Positions. If, at the discretion of the Board, there is a need to reduce the number of bargaining unit positions, the Board shall provide at least thirty (30) calendar days written notice to the Association and to the individual bargaining unit members to be laid off.

Employees shall be laid off according to inverse order of seniority in that classification provided that the Board may lay off a more senior employee first where the senior employee is not qualified to perform the available work.

6.5 **Recall**

- 6.51 Recall to Classification. Employees shall be recalled to permanent vacancies in their respective classifications (Bus Driver, Custodial, Maintenance/Mechanic) in the order of most seniority first, provided the employee is qualified for the vacancy. In the case of laid off bus drivers, they shall bid on vacant or open routes or assignments along with all other bus drivers as provided elsewhere in this Agreement.

- 6.52 Qualifications. The Board shall have the right to determine the qualifications for a vacant position provided that said qualifications are stated on the vacancy posting.
- 6.53 Deadline for Acceptance of Recall. An employee shall have five (5) work days to return to work from the date of receipt or rejection of notice to return at the last known mailing address on file. Any employee who fails to return to work or fails to return to work on the required date shall lose all seniority and recall rights.

**ARTICLE 7.0 CUSTODIAL/CUSTODIAL CLEANER, MAINTENANCE/MECHANIC
VACANCIES**

7.1 Application

This Article applies only to vacancies in the Custodial, Maintenance/Mechanic classifications.

7.2 Definition of Temporary Vacancy

A temporary vacancy shall mean a bargaining unit position held by an employee on a leave of absence. The Board shall not be required to post temporary vacancies and shall have total discretion regarding the filling of temporary vacancies.

7.3 Permanent Vacancy

7.31 Posting. Whenever a permanent vacancy occurs for a custodial, maintenance/mechanic position, the position shall be posted in each staff lounge and each building office for five (5) work days prior to the filling of the vacancy. A copy of such posting shall be sent to the Association President. The qualifications, if any, for a vacancy shall be stated on the posting document.

7.32 Applications. Any bargaining unit member may apply for any permanent vacancy by notifying his/her immediate supervisor in writing within the above mentioned posting period.

ARTICLE 8.0 CUSTODIAL, MAINTENANCE/MECHANIC TRANSFERS

8.1 Definition of Transfer

A transfer shall mean a change in classification.

8.2 Transfers

Employees may be temporarily transferred at the sole discretion of the Board for a period of up to 45 calendar days. On the 46th day of such temporary transfer the employee at his/her sole discretion may be transferred back to his/her position held immediately prior to the transfer. This section shall not apply to transfers made for disciplinary reasons.

8.3 Custodial Building Assignments

Custodial employees shall each be assigned to a building at the start of the school year. Building assignment/changes will be determined by the supervisor.

ARTICLE 9.0 LEAVES OF ABSENCE

9.1 With Pay

9.11 Each fiscal year, beginning July 1, 2022 full year employees shall receive twelve (12) days of accrued leave per year. Full year employees will receive six (6) days on July 1 and the remaining six (6) days on January 1. School year employees will receive ten (10) days of accrued leave per year. The school year employee will receive five (5) days on January 1 and the remaining (5) days on July 1. The maximum number of days to accumulate shall be ninety (90). If an employee is unable to complete a year of employment, and who has previously used more of the accrued leave days attributable to that year, employee shall have the value of such excess days used deducted from employee's last pay check.

Part-time employee – prorated amount based on employment status (employees hired after 1/1/16)

Probationary employees will not accrue leave days until after completion of their probationary period. Thereafter, the accrued days will be prorated and earned at 1 day per full month worked until the January 1 or July 1 date. For example, an employee hired in mid-July, and who completes his/her 45 work day probationary period in August, will earn 1 day in September, October, November and December (4 total). The employee will then receive the full allotted amount on January 1 (5 or 6 days, depending on full year or school year employee).

No employee shall accrue leave days while on unpaid leave or layoff.

For the year January 1 – December 31, 2019 only, if any full-time employee (who has worked at least one year) is absent for two (2) or less days, with the exception of vacation days or days covered in section 9.31 or 9.32 of the contract, that employee will receive a one time off schedule payment of \$100 to be paid in January.

Beginning July 1, 2019, for each school year, any school year or full year employee (who has worked at least one complete school year) who is absent the listed number of days, with the exception of vacation days, accrued days used for District 4th of July Week shutdown, days covered in section 9.31, 9.32. or 9.5 of the contract, will receive a one time off-schedule payment in July. These amounts will be prorated for a five hour or less employee.

0-1 day absent \$500.

2-3 days absent \$250.

Effective July 1, 2019, Newly hired employees, during their first period of enrollment after forty-five (45) days, may draw from future accrued leave days until January 1 or July 1, whichever date occurs first. Total number of days eligible for use shall be limited to a total equal to one half (.5) day earned per full calendar month of employment, excluding the forty-five (45) day exclusionary period. Any days used shall be subtracted from the credited total due on January 1st or July 1st.

Any unpaid leave of absence (i.e. LTD, workers comp, general leave without pay) under this article during the period year shall cause the deduction of 1.0 days per month or pro-rata thereof (rounded at .5 day) from the accrued days awarded above per work year. In other words, the employee earns accrued leave days based only on the number of months worked each year. All leave and accumulated accrued leave days shall discontinue upon termination of employment. Accrued leave may be used to cover illness/injury or medical/dental appointments, temporary

disability, bereavement, personal business, and up to three days during fourth of July shut-down per calendar year.

Accrued leave may be used for:

- (a) **Illness/Injury or Medical/Dental Appointments.** Leave time may be used to cover absence due to illness/injury or medical/dental appointments of an employee or a member of employee's immediate family (spouse, children, step-children, foster children, or parents).
- (b) **Temporary Disability Leave.** Leave time may be used to cover absence(s) caused by physical, mental or pregnancy disability not covered by FMLA or a long term disability policy provided the employee meets the requirements of this section. An employee incurring a disability which may affect his/her work or whose work may be adversely affected by his/her health must immediately advise the Board in writing and must provide medical certification substantiating the disability. This medical substantiation must state when the doctor examined the employee, what the diagnosis was, why the condition diagnosed disabled the employee, and the length of time the employee will be disabled. Period of leave shall be only during calendared employee duty days.

Disability leave days shall be used only for days where a doctor has certified that an employee is disabled as required by Section 9.11.b above and then only to the extent that the employee has accumulated Accrued Leave days.

The Superintendent may order a physical or mental examination at the Board's expense by an appropriate qualified doctor of an employee on disability leave if there exists a reasonable suspicion that no medical or mental disability continues to prohibit the employee from returning to work, even if such work is with medical limitations acceptable to the Superintendent.

- (c) **Bereavement Leave.** Up to five (5) days of Accrued Leave at any one time may be used for bereavement purposes in the event of a death of a member of the employee's immediate household (spouse, children, step-children or foster children) or parent, step-parent, sister/brother, sister-in-law, brother-in-law, daughter/son-in-law, grandchild, grandparent, parent-in-law, grandparent-in-law of the employee. For any other relative or friend, the employee will be allowed two (2) days of Accrued Leave per year for funeral attendance.
- (d) **Personal Business** which cannot be conducted outside of normal working hours. Such leave shall not be used for vacation and may be restricted immediately before or after a holiday or vacation period. Written requests must be received 24 hours in advance for such leave and shall state the general nature of the business and the days requested and the approval for the leave shall be at the discretion of the Superintendent. Up to two (2) days with pay from the allotted number of days set forth in 9.11 may be used in any given calendar year. This time cannot be used to compensate for calendared non-work days or days when school is officially closed by the Superintendent.

9.12 Unused Accrued Leave Days shall accumulate to a maximum of one hundred (100) days. Workers' Disability Compensation and any other income plan for which the Board makes payment shall be an offset to any Accrued Leave payments. Upon MPSERS retirement, the Board will pay an employee who has had 10 continuous years of service with the Board for total Accrued Leave at the rate of thirty dollars (\$30.00) per day.

Each employee whose unused accrued leave days total ninety-one (91) days or greater as of December 31, will be paid at the rate of \$50 per day in January to reduce accrued bank to 90 days maximum as of January 1.

9.2 Leave With or Without Pay

- 9.21 General Leave. Any employee desiring leave for any reason not mentioned in Section 9.1 shall apply in writing to the Superintendent identifying the period of proposed absence and the reason therefore. Approval of all leave and/or extension shall be discretionary with the Superintendent or the Board except as otherwise provided herein. If the request for leave is approved, the approval shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against Accrued Leave.
- 9.22 Unpaid Disability Leave. Any employee who is not eligible for FMLA and whose personal disability, which has been medically substantiated by a medical professional and extends beyond the period compensated for by Accrued Leave pay may be granted a leave of absence without pay or fringe benefits up to 30 days. The Board, at its discretion, may grant additional unpaid leave in 30-day increments not to exceed a total of one (1) calendar year.
- 9.23 FMLA. Please see Appendix 2 for employee's rights and procedures under the FMLA. Any cash-in-lieu payments will not occur during a FMLA leave. The employee will not accrue additional leave while on FMLA. The District will run concurrently the employee's accrued paid leave with the FMLA leave.

9.3 Jury Duty/Subpoena/Court Appearances

- 9.31 Jury Duty. An employee called for jury duty shall be permitted to use accrued leave days for the performance of such obligation. Employees with more than eighty-five accrued leave days at the time of jury duty shall be compensated for the difference between the employee's regular pay and the compensation received for the performance of such obligation with no deduction of accrued leave days.
- 9.32 School Related Court Appearances. Employees subpoenaed for matters arising from their employment with the District shall be released from their duties as required. The employee shall complete the proper leave forms in a timely fashion. Such absences shall not be charged against accrued leave days.
- 9.33 Non School Related Court Appearances. An employee subpoenaed for any other matters shall be allowed the use of accrued leave time providing the employee has accumulated sufficient accrued leave, and has completed the proper leave forms in a timely fashion. Employees shall exhaust their business leave days prior to requesting leave under this section.

9.4 Non-Scheduled Closures

Full-time and part-time custodian and transportation employees shall be eligible to use paid accrued leave days toward non-scheduled closures on student scheduled days. (An example would be a snow day.) This would only apply to a full-day cancellation and not a delay. To address the needs of the District on non-scheduled closure days (ie, custodial for daycare or athletic events), employee(s) will be scheduled by the supervisor utilizing volunteers or a rotating assignment. Through either approach, employees assigned to work will not have the option of being paid by use of an accrued day.

ARTICLE 10.0 HOLIDAYS

10.1 **Holidays**

10.11 Custodial/Custodial Cleaners, Maintenance/Mechanics. All Custodial/Custodial Cleaners, Maintenance/Mechanic employees shall receive the following days off work with pay:

<u>Cust/Maint/Mech</u>	<u>Custodial Cleaner</u>
Labor Day	Labor Day (only if student calendar changes and school starts before Labor Day)
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve Day	Christmas Eve Day
Christmas Day	Christmas Day
New Year’s Eve Day	New Year’s Eve Day
New Year’s Day	New Year’s Day
Memorial Day	Memorial Day
Independence Day	*Not eligible for Floating Holiday

Floating Holiday – one (1) day each calendar year as determined by the Superintendent. The Superintendent shall announce, not later than June 1 of each year, if the floating holiday shall be either: the day before Independence Day (other than a Saturday or Sunday), the day after Independence Day (other than a Saturday or Sunday), or the Friday before Labor Day.

The Board shall not implement any classification-wide non-working days that have the effect of being an unpaid Floating Holiday. The foregoing sentence shall not apply to “Act of God” days or layoffs.

10.12 Bus Drivers. All bus drivers shall receive the following days off work with pay:

- Labor Day (if school starts before the holiday)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day
- New Year’s Day
- Memorial Day
- Independence Day (regularly scheduled summer drivers and drivers scheduled for more than 8 summer field trips only)

10.2 **Saturday/Sunday Holidays**

If a holiday falls on a Saturday or Sunday, the CSPA president and the Superintendent shall meet to decide on which days will be granted as holiday(s).

10.3 **Holiday Pay**

Pay will be based on the average daily regular pay as determined by the pay period immediately prior to the date of the Holiday.

10.4 **Holiday Eligibility**

To be eligible for a paid Holiday, an employee must work the scheduled work day before and after the Holiday unless that day is covered by an approved Accrued Leave day or a paid vacation day.

10.5 **Paid Holidays**

Paid holidays shall not count as days of vacation or as days of sick leave.

10.6 **Probationary Employees**

Probationary employees with less than 46 work days are not eligible for any holiday pay unless called into work by their supervisor.

ARTICLE 11.0 VACATIONS

11.1 **Custodial, Maintenance/Mechanic Employees (Custodial cleaners will not be eligible for vacation days)**

11.11 Fiscal year full/part-time employees shall be entitled to paid vacation leave in the amounts based upon length of employment as provided below. For those employees eligible, the weeks of vacation are made available following the anniversary of employment, must be arranged according to the district’s priorities and at the discretion of the immediate supervisor. Vacation is to be taken in the year following the year in which it is earned. However, an employee may accrue a maximum of twice the amount of their annual accrued vacation. No additional days may be retained beyond this maximum. Paid holidays shall not count as days of vacation or as days of sick leave. Vacation days may be used during the mandated 4-day district shutdown. Vacation days are based upon a full year of employment.

<u>Length of Service</u>	<u>Days of Vacation</u>
0-12 months worked	0 days
13-24 months worked	5 days
25-119 months worked	10 days
120-239 months worked	15 days
240 +	20 days

For employees hired after 7/1/2019

<u>Length of Service</u>	<u>Days of Vacation</u>
0-12 months worked	0 days
13-36 months worked following 12-month anniversary	5 days
37-83 months worked following 12-month anniversary	8 days
At 84 months worked following 12-month anniversary	10 days

11.12 Vacation shall be requested electronically in the required format available and at least one week in advance. If no written denial or if no response is given to the employee within the seven (7) day period mentioned above, the request shall be considered approved. A written response shall be given to the employee. The exception to the one-week notice is if a vacation day is allowed in section 9.4 of the contract. If a vacation request is denied, the reason shall be provided to the employee in writing.

- 11.13 Upon retirement, an employee with ten (10) consecutive years of service, shall receive his/her unused accrued vacation paid at the employee's current hourly rate.
- 11.14 District Shutdown. CMM employees shall not work for a 4-day period, nor shall they receive pay, for the four days immediately before or after the July 4th holiday(s) or a combination thereof, except as provided under Section 11.11. The exact dates of the no-work days shall be determined by the superintendent no later than June 1. However, the district may require work on those days, in which case, they shall be paid at the full normal rate of pay, unless the CMM employee has approved vacation release time, personal days, or may take no pay – no points.
- 11.15 No employee shall accrue vacation leave while on unpaid leave or layoff.
- 11.16 Employees who leave mid-year, having overdrawn any leave time, shall have appropriate deductions made from payroll, or shall be billed for said overpayment.

11.2 **Bus Drivers**

The Board shall pay each regular driver a vacation payment of four percent (4%) of their gross bus driving pay earned during the calendar year immediately prior to each spring vacation. Vacation payments shall be based upon all of the following criteria:

- 11.21 A driver must have been assigned regular routes by the 4th Friday in September of the school year during which payments are to be made.

Payment shall be made to all employees still employed on the pay date immediately following spring vacation.

ARTICLE 12.0 INSURANCE BENEFITS

Should the state once again offer incentive funding to the district which is based at least in part on a higher premium co-pay, a different date of payment, and/or different categories of payment percentages (i.e. vision, dental), the employee insurance co-pays will be adjusted to qualify the district for such incentive funding. In such case, the district will make a one-time off-schedule payment, if allowed by law, sufficient to offset individual employee out of pocket expenses necessitated to qualify the district for such state incentive payments. If such payments by the district to employees are prohibited by law, the district agrees to reopen the salary portion of the contract for renegotiation.

12.1 **General Insurance Provisions**

- 12.11 Notwithstanding any provisions of this Section, the terms of any contract or policy issued by an insurance company or insurance provider (brokerage) shall be controlling as to all matters concerning benefits, eligibility and termination of coverage or other matters covered by the policy.
- 12.12 The Board, by payment of the premium required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reasons, shall not result in any liability to the Board nor shall such failure be considered a breach of any obligation by the Board.
- 12.13 Disputes between employee(s) or beneficiaries of employee(s) and any insurance company shall not be subject to the Grievance Procedure established in this Agreement.

12.14 Board paid coverage shall not begin until the beginning of the month following:

- (a) Completion of the employee's forty-fifth (45th) day of employment,
- (b) Transfer into a classification for which coverage is available.

In the event an employee is laid off, goes on an unpaid leave of absence, resigns, is transferred to a classification not eligible for insurance(s) or the employee otherwise terminates his/her employment, the insurance benefits below shall be continued as required by law (i.e. Family & Medical Leave Act, if appropriate) or continued through the month following the month in which the above-referenced event(s) occurred.

12.15 Employees returning from an unpaid leave of absence or from layoff shall be eligible for Board paid insurance beginning with the first of the month following his/her return to work providing they meet the requirements in Section 12.14.

12.16 Unless specifically noted, only full time employees shall be eligible for any benefits in detailed in Section 12.

12.17 Each year, the District will evaluate insurance carrier options depending on rate increases and may change carriers whenever it deems necessary due to cost. This includes, dental, vision, life, and long-term disability.

12.2 **Health Insurance (For maintenance and full-time custodians hired prior to January 1, 2016)**

12.21 Effective July 1, 2019 and continuing through December 31, 2019, the District shall make monthly contributions as specified below for those eligible as defined within the Affordable Care Act or its successor (currently thirty (30) or more hours per week). Effective July 1, 2019, the Board will adjust the hard cap amount by the % change established by the State of Michigan Department of Treasury per PA 152 of 2011.

Effective January 1, 2020 and each January 1 beyond, the District shall pay monthly contributions of 1/12th of the annual amount established by the State of Michigan Department of Treasury for the respective calendar year. Amounts for healthcare costs exceeding the Board contributions are the responsibility of the enrolled employee and will be payroll deducted.

Effective July 1, 2019, the District will discontinue direct deposit into employee Health Savings Accounts as the District will have maximized its obligation under MCL 15.563, as amended by 2013 Public Act 270, contributing towards the monthly insurance premium obligation.

The Association shall determine the plans to be offered and the Board will negotiate with the Association when choosing the level of benefits and the carrier(s) of the insurance programs and the Board shall be the policyholder of such plans as required by the Revised School Code. The District will allow an annual reconsideration of the insurance carrier and plans offered so long as the Association provides written notice of such no later than October 1 of each year. Should the parties decide to make a change to the carrier or plans offered, the Association may request a reopener for the sole purpose of modifying the plans offered and any modification or change needs to be mutually agreed upon by the parties no later than November 1 of each year. There shall be no resulting increase to the Board's contribution levels as a result of the reopener.

An employee on an unpaid leave of absence shall have such fringe benefits as are available to the extent allowed by the carrier, provided said employee reimburses the District the cost of the benefits. An

employee on an unpaid leave under the Family and Medical Leave Act shall be entitled to paid insurance benefits as provided by the law.

- 12.22 As of January 1, 2016, any newly transferred in or newly hired 12 month full-time custodians and 9 month cleaners, the Board shall only provide a monthly subsidy of \$416.67 (\$5,000 per year) toward the purchase of insurance offered by the District. The cost of any coverage elected by a custodial or cleaner employee that is in excess of the Board subsidy, shall be payroll deducted. They may also choose a cash-in-lieu option of \$250 per month. They would receive ancillary benefits and be required to pay 20% cost of dental and vision insurance.

For full-time CMM employees - An employee who provides proof of health insurance coverage under another insurance policy shall, in lieu of health insurance coverage, be provided cash in the amount equal to \$250 per month.

A letter of agreement shall be agreed upon that will hold harmless one (1) employee who, as of February 27, 2004, is currently receiving cash in lieu of 60% of the 2003 insurance rates. Their new cash in lieu will remain the same as it was in the previous contract (2003 insurance rates) less \$25.00 per month.

- 12.23 Part-time CMM Employees. Part-time CMM employees shall not be eligible for any Board subsidy for health insurance. The employee may elect coverage at times and conditions set by the insurance carrier and pay the total cost of said coverage by payroll deduction.
- 12.24 Full-time Bus Drivers, all insurance medical premium coverage will follow the process in section 12.21. (8/20 through 6/30/2019) The Board will pay the hard cap amount of the medical premium as described in section 12.21 for those full-time bus drivers enrolled in health insurance as a single subscriber as of November 1, 2013.

Beginning July 1, 2019, there will be no HSA payments by the District.

For those employees enrolled in health insurance as of November 1, 2013 who later elect two-person or family coverage, the Board shall only provide a monthly subsidy of \$350 toward the purchase of insurance.

The Board shall provide full-time bus driver employees who enroll in health insurance after November 1, 2013 a monthly subsidy of \$350 toward the purchase of insurance offered to CMM employees. The cost of any coverage elected by any bus driver employee that is in excess of the Board subsidy shall be payroll deducted.

A full time employee, in lieu of health insurance coverage subsidy, shall be provided cash in the amount of \$250.00 per month. However, this option will only be available to employees who provide proof of health insurance coverage under another insurance policy.

12.3 **Long Term Disability (LTD) Insurance**

The Board shall continue to maintain the current long term disability group insurance policy for full-time CMM employees, which policy shall provide coverage at 60% of a monthly annualized income subject to offsets in excess of 75% of other income; such coverage to be effective after two months of disability and continuing not to exceed age 65 or as provided by law. Determination of coverage's and limitations thereto are based on provisions of the group policy and as subject to the general provisions (Section 12.1) of this Article. Benefits shall remain equal to or better than those set forth herein.

12.4 **Life Insurance**

The Board shall provide to each full time employee, without cost to the employee, term life insurance that will be paid to the employees’ designated beneficiary in the amount of \$20,000.

12.5 **Dental Insurance**

For full-time CMM employees including his/her spouse and his/her dependents, the Board shall provide coverage with Class I, II, III, and IV coverage at 100/100/60/60% with a \$1500.00 lifetime maximum for Class IV. Coverage shall include Internal and External Coordination of Benefits for the employee, his/her spouse and his/her dependents defined eligible by the plan. The premium amount paid by the board shall be not more than \$50 for single, \$110 for two person, and \$145 for full family per month. Any additional cost shall be paid by the employee through payroll deduction.

12.6 **Vision Expense**

12.61 The Board will pay the full monthly premium cost for each full-time employee coverage for a vision insurance plan for the employee, his/her spouse, or his/her dependent child(ren).

12.7 **Section 125 Plan**

Employees shall be eligible for a Section 125 plan (flex plan) to make pre-tax contributions to pay for allowed expenses. The plan year shall be January 1 through December 31.

ARTICLE 13.0 CUSTODIAL, MAINTENANCE/MECHANIC WORKING CONDITIONS

13.1 **New Employees**

New employees shall be provided an orientation program to the Coopersville Area Public Schools.

13.2 **Meetings**

All employees attending meetings called by their supervisor to be held at a time not within the employee’s regular working hours shall be compensated at his/her normal rate of pay for the length of the meeting. Employees shall be paid a minimum of one (1) hour of pay for all meetings lasting less than one (1) hour if the meeting is outside his/her regular working hours.

13.3 **Uniforms**

The Board shall pay each non-probationary, CMM employee a uniform allotment amount (per the schedule below) during January of each year (or upon completion of probationary status for new hires) provided a minimum of six (6) months have passed since the employee’s last payment. This money shall be used to purchase and maintain standard work uniforms which must be worn during all duty hours. Each employee shall be responsible for keeping their uniforms neat and clean. Per the above, the following amounts shall be paid:

Custodial:	\$50.00 plus supply 3 new shirts per year for all custodial employees
Maintenance:	\$200.00
Mechanic:	\$200.00

13.4 **Work Schedules**

Each employee shall be notified of his/her work schedule or changes thereto. No employee shall work more than forty (40) hours per week without authorization by the Superintendent or his/her designee.

13.5 **Rest Periods**

Each employee assigned to work four (4) hours or multiples thereof shall be provided a fifteen (15) minute paid rest period during each four (4) hour portion of an eight (8) hour regular shift. Whenever practicable the rest period shall be scheduled at the middle of such work period.

13.6 **Lunch Breaks/Shift Differential**

Each employee assigned to work six (6) or more hours shall be provided the opportunity to take a thirty (30) minute non-paid lunch break.

13.7 **Starting Time**

Each employee shall be prepared to begin work on time as scheduled.

13.8 **Clean-Up**

At the close of the work day equipment and tool clean-up shall be scheduled to be finished at the final quitting time.

13.9 **Time Away from the Job**

Personal time away from the job shall take place only if approval is received from the immediate supervisor.

13.10 **Shift Differential**

While working second or third shifts, an employee shall be paid an additional twenty-five cents (\$.25) per hour. Shift premium is for actual hours worked. All accrued/vacation days will be paid at regular rate with no shift premium. The parties agree that the board has the right under section 3.2 to establish work schedules. However, the board agrees upon ratification of this or successor agreements to give written notice to the association of shift times and notice when shift times are changed.

**ARTICLE 14.0 CUSTODIAL, MAINTENANCE/MECHANIC
COMPENSATION AND CLASSIFICATIONS**

14.1 **Classification**

All employees shall be classified according to their respective duties and responsibilities as one of the following classifications:

14.11 Custodial - Custodians hired beginning January 1, 2016 would be a year-round employee. The district, depending on need, would hire either full-time or 5 hour part-time.

14.12 Custodial Cleaner - Cleaners hired beginning January 1, 2016 would work approximately the days which students are in session and possibly more time if needed.

14.13 Maintenance

- (a) Level 1 - primary responsibilities-grounds; secondary responsibilities-maintenance.
- (b) Level 2 - primary responsibilities-maintenance; secondary responsibilities-grounds
- (c) Level 3 - primary responsibilities-HVAC; secondary responsibilities-maintenance.

14.14 Mechanic - primary responsibilities-mechanic; secondary responsibilities-maintenance of transportation facilities, summer maintenance

14.2 **Placement on Wage Scale**

Initial placement and level of such placement on the Hourly Wage Scale for new hires shall be made by the Superintendent. Transfer of a bargaining unit member to an open vacancy in this classification(s) shall be placed on the hourly wage scale at not less than two years of service step; provided, however, such placement shall not apply to temporary or involuntary transfer nor to a bargaining unit member who does not have the equivalent years of service.

14.3 **Overtime**

Overtime shall be paid at one and one-half (1/2) times the regular hourly rate for all hours worked over forty (40) per week (Sunday through Saturday) if the employee is directed to work overtime by the immediate supervisor. No overtime is guaranteed and shall be approved in advance by the employee’s supervisor. Double pay for Sunday and Holidays (in addition to Holiday pay). Maintenance and/or custodial staff - In an unplanned weekend need beyond snow removal, where a maintenance and/or custodial staff member is called in and who reports to campus to assist the District, will receive a \$50 amount in addition to their hourly pay rate. For other CSPA contract members - In an unplanned or emergency situation where immediate reporting is required or reporting to work within a 12-hour time period is needed by anyone whose job classification is covered by the CSPA contract, the district will have the latitude to call in any appropriate and available staff to address the situation which needs to be resolved. Employee overtime shall be first offered to the employees assigned to that building, then seniority on a rotating basis. In the event that coverage is still needed, coverage will be assigned to employees in a reverse seniority order. All overtime will be paid according to the guidelines of the Internal Revenue System. Pay for Sundays when the employee is scheduled to work as part of a regularly scheduled Sunday through Thursday third shift shall be at the normal hourly rate unless the employee is otherwise entitled to overtime for hours worked over forty (40) per week. Any time worked on Sunday before or after the employee’s normal shift will be paid at double pay.

14.31 In any unplanned or emergency situation, where immediate reporting is required, vacation in addition to holiday time, which people have used during the week will count as hours worked for the purpose of determining if someone will qualify for overtime compensation.

14.4 **Custodial/Cleaner Classification – Hourly Wage Scale, effective July 1, 2022**

	7/1/22	7/1/23
Start	\$ 14.05	\$ 14.51
Year 1	\$ 14.53	\$ 15.00
Year 2	\$ 14.84	\$ 15.32
Year 3	\$ 15.15	\$ 15.64
Year 4	\$ 15.46	\$ 15.96
Year 5	\$ 15.77	\$ 16.28

Year 6	\$ 16.08	\$ 16.60
Year 7	\$ 16.39	\$ 16.92
Year 8	\$ 16.70	\$ 17.24
Year 9	\$ 17.01	\$ 17.56
Year 10	\$ 17.32	\$ 17.88
Year 11	\$ 17.86	\$ 18.44

14.5 **Maintenance/Custodial – Hourly Wage Scale, effective July 1, 2022**

	7/1/22	7/1/23
Start	\$ 15.47	\$ 15.97
Year 1	\$ 16.57	\$ 17.11
Year 2	\$ 16.87	\$ 17.42
Year 3	\$ 17.17	\$ 17.73
Year 4	\$ 17.47	\$ 18.04
Year 5	\$ 17.77	\$ 18.35
Year 6	\$ 18.07	\$ 18.66
Year 7	\$ 18.37	\$ 18.97
Year 8	\$ 18.67	\$ 19.28
Year 9	\$ 18.97	\$ 19.59
Year 10	\$ 19.27	\$ 19.90
Year 11	\$ 19.57	\$ 20.21

14.6 **Maintenance – Hourly Wage Scales, effective July 1, 2022**

Level 1

	7/1/22	7/1/23
Start	\$ 16.69	\$ 17.23
Year 1	\$ 16.99	\$ 17.55
Year 2	\$ 17.30	\$ 17.87
Year 3	\$ 17.61	\$ 18.19
Year 4	\$ 17.92	\$ 18.51
Year 5	\$ 18.23	\$ 18.83
Year 6	\$ 18.54	\$ 19.15
Year 7	\$ 18.85	\$ 19.47
Year 8	\$ 19.16	\$ 19.79

Level 2

	7/1/22	7/1/23
Start	\$ 17.72	\$ 18.29
Year 1	\$ 18.02	\$ 18.60
Year 2	\$ 18.37	\$ 18.97
Year 3	\$ 18.72	\$ 19.33
Year 4	\$ 19.07	\$ 19.69
Year 5	\$ 19.42	\$ 20.05
Year 6	\$ 19.77	\$ 20.41
Year 7	\$ 20.12	\$ 20.78
Year 8	\$ 20.47	\$ 21.14

Level 3

	7/1/22	7/1/23
Start	\$ 22.48	\$ 23.21
Year 1	\$ 22.83	\$ 23.57
Year 2	\$ 23.18	\$ 23.93
Year 3	\$ 23.53	\$ 24.30
Year 4	\$ 23.88	\$ 24.66
Year 5	\$ 24.23	\$ 25.02
Year 6	\$ 24.58	\$ 25.38
Year 7	\$ 24.93	\$ 25.75
Year 8	\$ 25.29	\$ 26.11

14.7 **Mechanic – Hourly Wage Scales**

	7/1/22	7/1/23
Start	\$ 24.50	\$ 25.30
Year 1	\$ 24.84	\$ 25.65
Year 2	\$ 25.18	\$ 26.00
Year 3	\$ 25.52	\$ 26.35
Year 4	\$ 25.86	\$ 26.70
Year 5	\$ 26.20	\$ 27.05
Year 6	\$ 26.54	\$ 27.40
Year 7	\$ 26.88	\$ 27.75
Year 8	\$ 27.22	\$ 28.10

14.8 **Notes to Hourly Wage Scale**

Employee advancement to the next Years of Service step shall be made upon completion of a minimum of 12 months of service at the current step. Advancement to the next Years of Service step shall be made on:

January 1 for employees with a hire date from July 1 – December 31, or July 1 for employees with a hire date from January 1 through June 30 and the new rate shall apply to all hours paid after that date.

14.9 **Longevity Payment**

14.91 Each CMM employee with five – nine years of credited service shall receive an annual longevity salary payment in June of \$250. Each CMM employee with ten – fourteen years of credited service shall receive an annual longevity salary payment in June of \$400. Each CMM employee with fifteen – 19 years of credited service shall receive an annual longevity payment in June of \$600. Each CMM employee with twenty or more years of credited service shall receive an annual longevity salary payment in June of \$750. “Credited service” shall mean an employee who meets all of the following:

- (a) full years of service by July 1 of each year,

- (b) employed as a full-time custodial and/or mechanic/maintenance employee for each year in a. above.
- (c) employee of CAPS for each year in (a) above.

ARTICLE 15.0 VACANCIES – BUS DRIVERS

15.1 Assignment of Drivers to Regular Routes

15.11 Definition of “Regular Route”. “Regular Route” shall be defined as a single route, double route, special education route, or tech center route which is scheduled on a daily basis.

15.12 Basis of Assignment. Regular routes shall be assigned on the basis of most seniority first among those Bus Drivers on the seniority list (see Section 6.3). All vacancies (open routes) except those occurring after the end of the school year and before the orientation bid meeting for the next school year, will be posted for five (5) duty days. Drivers interested in bidding for those routes shall do so in writing. The route shall be awarded to the driver with the highest seniority and the change will take effect following any subsequent postings(s), awarding of any route(s) affected by the original bid, and the notification to parents (if the district desires to do so) of the change(s). In other words, all route changes occurring as a result of a vacancy shall happen at the same time. The district may fill the open route on a temporary basis during the posting, bidding and notification process.

15.13 Change/Addition/Elimination of Route(s). The change of a route from single to double route status or vice-versa or the addition of any route shall make that route open for bidding.

During the first week of school, to avoid confusion among our students, drivers will be kept on their own runs, if possible.

In the event of the elimination of any regular route, the driver whose route has been eliminated/changed shall bump (replace) the lowest senior driver having the most comparable set of routes. Drivers bumped may in turn bump any driver with less seniority.

15.14 Overtime. No assignments, whether by the bidding process or by directed assignment, shall result in overtime unless approved by the administration. This shall apply to regular assignments, shuttle routes, field trips, extra duty assignments, down time assignments, etc. Determination of which assignments must be eliminated to avoid overtime shall be at the discretion of the driver; however, the driver must maintain his/her regular routes unless the driver’s supervisor approves otherwise.

15.2 Assignment of Drivers to Shuttle Routes

At the beginning of each school year, all regular drivers shall be eligible, based on seniority, to bid on the morning (a.m.), pickup portion of any shuttle route.

15.21 During the school year the addition of any morning (a.m.) pickup portion of a shuttle route shall be open for bidding, based on seniority, of those drivers who do not have a morning (a.m.), pickup portion of a shuttle route.

15.22 The deletion or change of any shuttle route or portion thereof, after October 1st of any year, shall not be the basis for any re-bidding of routes or “bumping” based upon seniority.

15.23 The parties agree that the Board shall have the right to make assignments of drivers to the afternoon (p.m.), return portion of any shuttle route. If the assigned driver has a substitute driver on her/his regular run, that substitute driver shall also complete the shuttle run.

15.3 **Assignment of Temporary Vacancies**

All routes that are vacant (open) on a temporary basis (regular routes, Shuttle routes, etc.) shall be filled by regular drivers without a conflict with his/her regular assignment and in the order of most senior first. Double routes will be split into single routes for temporary filling. If a route is temporarily vacant for more than 7 work days in a row, the board has the right to fill it with one (1) driver for consistency.

15.4 **Assignment of Drivers to Field Trip/Extra Trip**

15.41 An alphabetical roster of all interested regular drivers who have been employed for thirty (30) or more work days shall be maintained and used for the assignment of field/extra trips inside and outside of the geographical boundaries of the school district. A separate list shall be maintained for Saturday drop and goes. These rosters shall not apply to the re-transportation of pupils from one school building to another within the school district.

15.42 A driver may request that his/her name be withdrawn from either field/extra trip roster and may at a later time request that his/her name be reinstated on a roster. In each case the driver must notify the Board by the Wednesday prior to the Friday posting (15.54).

15.43 A driver must notify the Board not less than twenty-four (24) hours in advance of scheduled departure time if a trip is to be declined, in which case the driver shall be by-passed until the next revolution of the roster. If a driver declines three (3) consecutive field/extra trips, that driver shall automatically be by-passed for thirty (30) calendar days.

15.44 To the extent possible, all Field Trips/Extra trips shall be scheduled and the assignment of drivers completed by noon each Friday for the next seven (7) days. If a trip is scheduled less than forty-eight (48) hours in advance of departure, the by-pass provisions of Section 15.53 shall not apply.

15.45 If a driver assigned to a Field Trip/Extra Trip has a conflict with his/her regular assignment, an alternate available bus driver shall be assigned to that part of said drivers regular assignment that is in conflict with the trip.

15.46 The length of a trip shall be from the scheduled start time of the regular run missed until actual unloading upon return from the field trip plus ten (10) minutes for bus cleanup.

15.47 The Board shall use its discretion:

- (a) on whether to leave a driver at a trip location or to make the event two separate trips.
- (b) in making substitutions when a trip has been declined or when a driver is absent.
- (c) when a scheduled driver is unable to fulfill an assignment during any non-school day.

15.48 Cancellation of Field Trips

- (a) In the event that a field trip is cancelled for any reason, the bus driver that was assigned the field trip shall be notified as soon as possible of the cancellation.
- (b) The bus driver shall then be put at the top of the rotation for field trips.

- (c) In the event that the field trip was scheduled during the bus driver's regular route time, the bus driver shall drive his/her regular run.
- (d) In the event that a driver shows up for a field trip that has been cancelled and the bus driver received no notification of the cancelled trip, the bus driver shall receive one (1) hour of pay at the down time rate, and the bus driver shall receive two (2) hours of pay at the down time rate on a Saturday cancellation.
- (e) In the event that a driver shows up for a field trip that has been cancelled and the bus driver received no notification of the cancelled trip, the bus driver shall remain in the alphabetical rotation.

15.5 **Filling Vacancies with Non-Drivers**

Regular routes permanently vacant that are not filled by regular bus drivers shall be filled in order of most seniority first, qualified maintenance, custodial or mechanic employees that apply for the vacancy (including anyone on layoff). Employees may have the right to fill more than one position in order to bring their total number of work hours with the employer up to forty (40) hours per week.

15.6 **Transfers**

Employees may be temporarily transferred from one route(s) to another at the sole discretion of the Board for a period of up to 45 calendar days. On the 46th day of such temporary transfer the employee at his/her discretion may be transferred back to his/her position held immediately prior to the transfer. This section shall not apply to transfers made for disciplinary reasons.

15.7 **Open Assignment**

In the event that no driver volunteers for any assignment (excluding regular routes), the least senior driver shall be assigned.

15.8 **Laid Off Bus Drivers**

A laid off bus driver shall have the right to bid on vacancies and/or have his/her name included on rotation lists for assignments just as if he/she was not laid off. Laid off drivers will have the first right of refusal for subbing. If a laid off bus driver refuses 10 available subbing assignments in a row, the bus driver will lose all rights to sub, but may still bid on permanent vacancies.

ARTICLE 16.0 BUS DRIVER COMPENSATION

16.1 **Definitions**

The following terms used in this Agreement shall be defined as follows:

- 16.11 "Route (Single)": One run through the school district either picking up or taking home students.
- 16.12 "Route (Double)": Two single runs, usually back-to-back, carrying different grade levels of students.
- 16.13 "Tech Center Route": Transportation of students to or from a tech center; each trip to the tech center and return shall be counted as a single route; however, a noon time run in which students are transported to a tech center and another group of students are transported back to Coopersville shall be counted as two (2) single runs. A single pickup of students may be scheduled within the

city limits on the way to school in the morning prior to the pickup for the tech center run. If these runs are assigned more than (1) one additional pickups, ie trailer park, Setter’s Run, etc. the downtime rate will be used as compensation.

- 16.14 “Special Education”: One run through the school district and/or between school districts picking up and/or taking home primarily special education.
- 16.15 “Field/Extra Trips”: Special trips for the transportation of persons within or outside of the school district to special or extra-curricular events.
- 16.16 “Down-time”: That time for which a driver is on duty but is not primarily operating/driving a bus.
- 16.17 “Shuttle Route”: Primarily the re-transportation of students from one location to another to attend school or education programs.
- 16.18 “Drop and Go Routes”: Applies to Field Trips or Extra Trips; Occurs when bus driver transports passengers to destination, drops off passengers and returns. No waiting time between drop off and return is required.

16.20 **Wage Rates, effective July 1, 2022**

Type of Activity	Wage Rate Basis	Effective 7/1/22
a. Regular Route (single)	100% of base	
b. Tech Center Route	100% of base	No change
c. Special Education Route	100% of base/hour	No change
d. Administrative Meetings	85% of base/hour	No change
e. Down time	85% of base/hour	No change
f. Shuttle Route	85% of base	No change
g. “Drop and Go Routes”	85% of base/hour	
h. Field Trip or Extra Trip <ol style="list-style-type: none"> 1. 85% of base rate equals hourly rate for all hours if field trip does not replace a regular route; or 2. 100% of base rate for each missed single, regular route if trip replaces regular route and 85% of base rate hourly rate for each hour after one (1) hour; or 3. Regular route if trip replaces regular route and 85% of base rate equals hourly rate for each hour after two (2) hours. 4. Runs for homeless students will be based on hourly pay. 100% of base rate equals hourly rate. 5. “Drop and Go” Field Trips on Saturday only or Extra Trips on Saturday only when there is no down time – 100% of base and two-hour minimum. 6. Field Trip or Extra Trip when there is no down time for the entire trip – drivers will be paid 100% of base rate for that time which they are driving and responsible for students. 		

Bus drivers who perform at least 20 hours of work in the summer shall receive pay for such work in the first pay immediately following the performance of the work. Those drivers who work fewer than 20 hours will have their hours “banked” until the first payroll in the Fall.

16.3 **Bus Driver Base Wage Rate**

Level	Year (s)	7/1/22	7/1/23
1	1	\$ 22.69	\$ 23.26
2	2-10	\$ 23.38	\$ 23.96
3	11-19	\$ 24.75	\$ 25.37
4	20+	\$ 27.50	\$ 28.19

16.4 **Overtime**

Overtime shall be paid at one and one-half (1/2) times the base rate for all hours worked over forty (40) per week (Sunday through Saturday) if the employee is directed to work overtime by the immediate supervisor. Double pay shall be made for hours worked on a Sunday and holiday (in addition to any Holiday pay).

16.5 **Longevity Payment**

Each bus driver with 10 -14 years of full-time CAPS years of service shall receive an annual longevity salary payment of \$100. Payment will be made on the first pay date of the school year following the completion of their qualifying year. Each bus driver with 15 or more years of full-time CAPS years of service by July 1 shall receive an annual longevity salary payment of \$150.00. Payment will be made on the first pay date of the school year following the completion of their 15th year.

16.6 **School Closing**

On days when Coopersville Area Public Schools are closed or delayed due to unexpected reasons, drivers shall not be required to transport students to programs in other districts unless specifically requested otherwise by CAPS.

ARTICLE 17.0 BUS DRIVER WORKING CONDITIONS

17.1 **Responsibilities of Bus Drivers**

17.10 The Board will purchase one jacket for each driver in the 2020-21 school year. The style of the jacket shall be determined cooperatively between the Association and the Board.

17.11 It shall be the responsibility of all bus drivers to meet all state and local qualifications for their position and to assist in or complete those reports necessary for operation of the transportation department.

17.12 Drivers shall be available for duty on regularly assigned runs and extra runs at a reasonable time prior to the scheduled start of the run except as noted elsewhere in the Agreement.

17.2 **Bus Maintenance by Drivers**

A driver who is the first one to use a school bus/vehicle on any day, shall complete and sign a bus safety inspection checklist. The checklist will be developed jointly by the Association and the Board.

17.3 **Responsibilities of Board**

The Board shall be responsible to the extent possible for: Notifying drivers of matters concerning transportation by means of announcements on a bulletin board and shall call administrative meetings only

as needed. Drivers shall be expected to attend one orientation session at the beginning of the school year, and such other administrative meetings as may be necessary. Failure to attend shall mean loss of pay for the meeting and disciplinary action may be taken for just cause.

Also, the board shall be responsible for the cost of driver education, testing (including drug/alcohol) and training. Wages for driver's time for these activities and for their license shall not be paid.

17.4 **Pay for Work**

No driver shall be paid for any route not actually driven or work not actually completed unless otherwise specified by this Agreement.

17.5 **Extended Time**

If any condition beyond the control of a driver causes a regular, shuttle or kindergarten route time to be extended beyond one-half (1/2) hour than the average length of the route, there shall be additional payment for the down-time (minimum of one (1) hour paid). If the extended time is less than one-half (1/2) hour, there shall be no payment. When these conditions exist and a substitute driver has to be used to complete a route, the regular driver shall be paid for the missed route or down-time, whichever is greater.

17.6 **Route Time**

Determination of the time for all routes and trips shall be made by the Board based on the average time for the route/trip plus the following bus preparation time allowance: fifteen (15) minutes for a morning route, ten (10) minutes for a noon kindergarten route, ten (10) minutes for an afternoon route and ten (10) minutes clean up time after a field/extra trip. There shall be a minimum of one-hour downtime pay whenever a driver is called in to work. If a scheduled special education run is cancelled after the time a driver normally reports to work, there shall be a minimum of one hour down-time pay. (See also section 17.4)

17.7 **Washing of Buses**

Any driver directed to power wash the outside of his/her bus shall be paid for time worked, at the downtime rate. A maximum of one hour shall be paid. When a driver is directed to use an automatic wash facility to wash the outside of his/her bus, there shall be no downtime paid.

17.8 **Miscellaneous**

Transportation programs that are conducted under an educational contract with other school districts and/or school agencies are excluded from this Agreement. Routes or trips which are totally under the control of Coopersville Area Public Schools, even though transporting pupils to and from other school districts, shall follow the provisions of this Agreement.

17.9 **School Vans**

If two or more school vehicles are used for a student field trip or transportation of students for other purposes, then bus drivers shall be assigned to perform the driving of those school vehicles.

17.10 **Reimbursements**

17.10.1 Actual cost of basic physical examination. Any special test or X-rays shall be the responsibility of the individual driver. Payments shall be made directly to the doctor specified by the Board, or the individual's doctor if prior approval is given by the Superintendent.

17.11 **Professional Development**

All drivers shall attend in-service training when required by the district. Employees shall receive down-time rate of pay for all hours of in-service training. Attendance is required unless excused by the immediate supervisor.

ARTICLE 18.0 MISCELLANEOUS

18.1 **Rules/Regulations**

Employees shall comply with reasonable school district rules, regulations and directives adopted by the Board or its representatives which are not inconsistent with this Agreement.

18.2 **Time System**

The Board may require employees to utilize a time system.

18.3 **Time Sheets**

Time sheets shall be filled out, signed, and turned in on Monday for the immediately preceding pay period. The supervisor will not change an employee's time sheet (if at all) until it's turned in and then only with the employee's knowledge.

18.4 **Labor Peace**

The Association, its officers and its members, individually and collectively, agree that neither it nor they will cause, permit, or take part in, any sit-down, stay-in, or slowdown, or any curtailment of work or restriction of service, or interference with education of the children. The Association, its officers and its members will not cause, or permit its members to cause, nor will any member of the Association take part in any strike or stoppage of any of the Employer's operations, or picket any of the Employer's premises or interfere with the peaceful operation of the Employer.

18.5 **Agreements Contrary to Law**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

18.6 **Complete Bargaining**

This is the complete agreement between the parties for the term set forth below and supersedes any policies, rules, regulations or practices of the parties which shall be contrary to or inconsistent with its terms. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Union.

18.7 **Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the Board and be distributed to all employees now employed or hereafter employed by the Board. The Association will be provided with twenty (20) copies of this Agreement.

18.8 EM Notice

In the event that an Emergency Manager is appointed, s/he may reject, modify, or terminate the collective bargaining agreement.

ARTICLE 19.0 DURATION AND TERMINATION

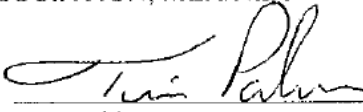
This Agreement is effective July 1, 2022, and shall continue until midnight, June 30, 2024 at which time it shall terminate whether or not any notice of termination has been served on either party by the other.

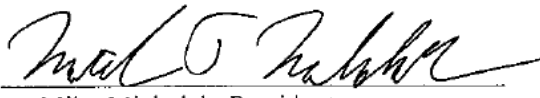
IN WITNESS WHEREOF the parties have caused this Agreement to be executed on their behalf by their duly authorized representative.

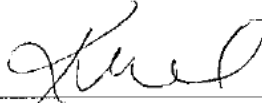
Signatures

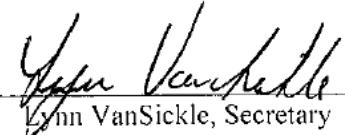
COOPERSVILLE SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

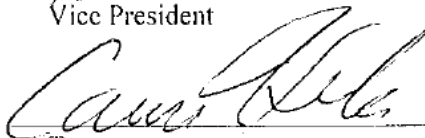
COOPERSVILLE AREA PUBLIC SCHOOLS

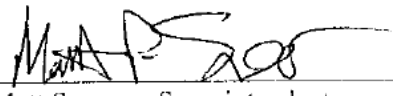
By: 
President

By: 
Mike Michalak, President

By: 
Vice President

By: 
Lynn VanSickle, Secretary

By: 
Treasurer

By: 
Matt Spencer, Superintendent

Date: 7-19-22

Date: 7/1/2022

APPENDIX 1

School Safety Legislation

Pursuant to the Revised School Code, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged with certain identified crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge to the Superintendent and MDE, or the employee may be found guilty of an additional crime. The reportable crimes are listed below. A copy of the “Arrestment Disclosure Form” is attached as Appendix 1.

APPENDIX 2

FMLA Information. Attached as Appendix 2.

Appendix 1

Reportable Crimes List

**School Safety Legislation
Reportable Crimes List**

- (a) Any felony.
- (b) Any of the following misdemeanors:
 - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
 - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
 - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
 - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
 - (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359; or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
 - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
 - (vii) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1)
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

MCL 380.1230d; MCL 380.1535a; MCL 380.1539

Arraignment Disclosure Form

(School District or Non-Public School Name)

Name (Please Print)

School Name (Please Print)

School District (Please Print)

Position (Please Print)

Date of Arraignment (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the
aforementioned date for the criminal offense of _____

in _____ Court, located in the State of
_____, County of _____.

In signing this form, I acknowledge that I understand that failure to disclose this
information is a violation of Public Act 131 and can result in action being taken
relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of
or pled guilty or nolo contendere (no contest) nor am I the subject of a finding of
guilt by a judge or jury, it is my responsibility to disclose to the court that I am
employed by a school, public or non-public. I also understand that if I am
subsequently not convicted of any crime after the completion of judicial proceedings
resulting from that charge, I must request, in writing, that the Michigan
Department of Education and the employing school/district delete the report from
my records.

Signature Date

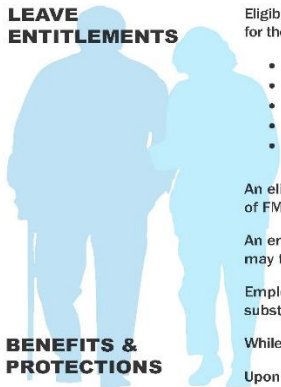
Send Form to: Mrs. Stephanie Whiteside , Director
Office of Professional Preparation Services
P.O. Box 30008
Lansing, Michigan 48909

Appendix 2

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 one 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

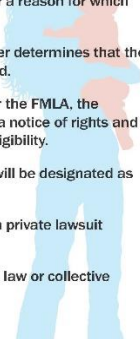
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is 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.



For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

