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Collective Bargaining Agreement Between:

The Kearsley Community School District

&

The Kearsley Custodians, Grounds, Maintenance, Food Service, & Transportation Employees (KCGMFT)

July 1, 2026 to June 30, 2028

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ARTICLE 1 - Recognition

A. The Board of Education recognizes the Kearsley Custodians, Grounds, Maintenance, Food Service, & Transportation (KCGMFT) as the exclusive representative of all full-time and regular part-time custodial, grounds, maintenance, food and transportation employees, excluding temporary employees and substitutes.

B. This Agreement is effective July 1, 2015 by and between the Kearsley School District Board of Education, hereinafter referred to as the "Board" and the KCGMFT.

ARTICLE 2 - Board Rights

A. The KCGMFT recognizes and agrees that the Board, as the Board, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, on behalf of the public, all the operations and activities of the Kearsley Community School District to the full extent of the law

B. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to the following:

1. Full and exclusive control of the management of the school district; the supervision of all operations; the methods, processes, means and personnel by which any and all work will be performed; the control, property, and the composition and assignment of the size and type of its working forces.

2. The right to change or introduce new operations, methods, processes, and the right to determine to what extent work shall be performed by bargaining unit members.

3. The right to hire, establish and change work schedules, set hours of work; establish and eliminate classifications, assign, transfer, promote, demote, release and lay-off bargaining unit members.

4. The right to determine qualifications of bargaining unit members.

5. The right to discipline, suspend, and discharge bargaining unit members and to maintain an orderly, effective, and efficient operation.

6. The right of contracting and subcontracting is vested in the Board. As a mandatory subject of bargaining, it is understood that should the Board wish to consider contract bargaining unit work, they must bargain with the KCGMFT in good faith.

7. Prohibition on the use of alcohol and/or illegal drugs; definitions, testing, discipline and treatment:
    i. The use of intoxicating alcohol or controlled substances (illegal drugs) during working hours, or being under the influence of them on school property or during working hours is strictly forbidden.

ii. Controlled substances are those set forth in state and federal law and are commonly called illegal or street drugs. They include, but are not limited to: cocaine, marijuana, and heroin.

iii. Upon reasonable suspicion the Board may require an employee to undergo drug and/or alcohol testing at the Board's expense. The level of unacceptability shall be that as established in federal law.

iv. Split samples shall be taken and two tests shall be done at Board expense whenever there is testing for drugs. For alcohol, a second test shall be immediately done at Board expense if the initial test indicates an unacceptable level. An employee may have another test conducted at a place of their choice and at their expense as long as it is done in a timely fashion.

v. The Board will pay for and make substance abuse treatment available to all employees, either through the medical insurance and/or another source.

vi. Failure to comply with the prohibitions set forth above shall subject the employee to discipline and/or dismissal. The Board, however, may choose not to suspend or dismiss if the employee becomes involved in a program designed to correct substance abuse and the abuse is corrected.

vii. Any time spent in drug testing, including random testing, shall be considered work time and shall be paid at the Agreement rate.

C. Past Practice: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. As required by State Law the following agreement is included. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

ARTICLE 3 - Strikes and Lockouts

A. During the life of this Agreement the KCGMFT agrees that neither it, nor any of its members, shall cause, engage in, or sanction any strike, slowdown or any other concerted action that disrupts school services and/or the educational process.

B. During the life of this Agreement, the Board agrees that it will not institute a lockout.

ARTICLE 4 - Association Rights

A. KCGMFT shall have the right to use building facilities and equipment consistent with Board policy. KCGMFT shall pay for the reasonable cost of all materials and supplies incident to such use. KCGMFT shall have reasonable use of inter-school mail services.

B. The parties agree that KCGMFT business shall not be conducted during work hours. However, the parties also realize that KCGMFT officers from time to time need to perform associated

duties. Toward this end, the parties agree that KCGMFT officers may be released from their regular duties, at times mutually agreeable to their immediate supervisor(s).

C. The Association president or designee shall be provided with five (5) release days annually to conduct Association business and/or attend Association conferences. Requests for release time shall be made in writing two (2) weeks in advance and approved by the Superintendent or designee.

D. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in any financial institution.

E. The Board agrees to provide voluntary deductions as approved by the Board and the bargaining unit such as: annuities, charitable contributions, insurance, etc.

F. Each bargaining unit member shall have access to and right to inspect and to acquire copies of their personnel file in accordance with the provision of Public Act 397.

G. No person or persons shall be discriminated against on the basis of race, age, sex, creed, color, national origin, marital status, or membership in or association with the activities of KCGMFT.

H. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every bargaining unit member may choose to freely organize, join, and support KCGMFT for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her choice of membership in KCGMFT, his/her participation in any activities of KCGMFT or collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

I. The President, or designee, of KCGMFT shall be sent the names of new hires and his/her classification assignment within five working days of the first day of employment.

J. The Board shall provide the KCGMFT with electronic copies of this Agreement.

K. Any complaints regarding an Employee made to the Board by any parent, student, or another person of said Employee's performance will be promptly called to the Employee's attention. The Employee may submit a written notation regarding the incident or incidents in question. This notation shall be attached to the official file copy of the material. An Employee believing a complaint to be inappropriate or in error, may seek removal of the official file copy through the grievance procedure outlined in Article 6.

L. Beginning September 1, 2024, and every 90 days thereafter, designated Association representatives will be given, via email an attached excel (or agreed upon equivalent) document, a complete listing of all bargaining unit staff that includes agreed upon information. The Board will provide the Association notification of new hires (and associated demographic

information), terminations and leaves of absence within an agreed upon amount of workdays. This notification may be automatic.

M. The Board agrees to deduct union dues from member paychecks if the Association member notifies it of their wish to do so. The process for a member to have their dues deducted for their check will be agreed upon between the Board and Association, and the process will ensure that dues are collected in a timely manner while not being overly burdensome to the Board.
    a. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action and its own expense and through its own counsel, provided:
        i. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
        ii. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
        iii. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE 5 - Contract Management Committee

A. The Board and the KCGMFT support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.

B. In order to facilitate communications between the Board and the KCGMFT, a Contract Management Committee (CMC) comprised of representatives from the KCGMFT and the Board will meet on a regular basis to discuss topics and resolve issues and problems. If these meetings occur during an employee's regular work day, they shall be paid for their time, up to one meeting per month, unless additional meetings are called by management.

C. Nothing in this article shall be construed to prevent the bargaining unit member or the KCGMFT from filing a grievance, or to prevent either party from making a negotiations proposal. However, the five (5) day grievance filing deadline in Article 6.D of this agreement may be delayed, by mutual consent of the parties, until a solution or recommendation is made by the CMC.

D. The CMC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.

E. Issues or problems may be referred by the CMC, the KCGMFT, the Board, or a bargaining unit member to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

F. The parties shall meet at least sixty (60) days prior to the expiration of this agreement to identify issues and begin the bargaining of a successor agreement. If pursuant to such negotiations an agreement is not reached prior to the expiration date, this agreement will remain in effect until a successor agreement is reached, or until the Board and/or the KCGMFT gives notice, in writing, of a desire for changes or termination.

ARTICLE 6 - Grievance Procedures

A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement or Board policy/regulation. An “abeyance” is a state of temporary suspension, deferment or temporary postponement.

B. Matters can be held in abeyance pending further inquiries only if agreed upon by both parties. As part of this agreement, the parties will agree what the next step in the grievance process will be if the abeyance were to be ended, as well as how much time remains for the next party to act. Either party can end an abeyance if indicated in writing and transmitted to the other party. Upon receipt of this notice, there will be an additional three (3) school days added to whatever time remains for the next party to act.

C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding paid holidays.

D. Any employee or Association grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Association first became aware of the condition giving rise to the grievance unless the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

E. Rights to Representation: A KCGMFT representative has the right to be present at all levels of the grievance procedure upon request of the grievant(s). When it is apparent discipline will be imposed, the employee(s) involved may request participation by the KCGMFT representative and, if requested, the conversation will not continue until the KCGMFT representative is present. At that point, the supervisor will advise the employee and the KCGMFT representative of the discipline contemplated and the reason for it. The KCGMFT representative shall, upon request, be granted a reasonable opportunity to caucus privately prior to the actual imposition of discipline.

F. Any meeting called pursuant to the grievance procedure will be scheduled at a mutually convenient time likely to cause the least disruption of work of the employee(s) involved in the meeting. An employee who is released from his work for a meeting with the Board (including grievance meetings other than arbitration hearings), or for reasonable amounts of time for investigation of grievances, will be paid his/her regular hourly rate for scheduled work missed because of such KCGMFT business.

<u>Step One - Supervisor</u>:

a. Any employee having a grievance shall discuss the grievance with his/her Supervisor and they shall attempt to resolve it.
b. If the grievance is not settled verbally, the employee may, no later than five (5) working days later, file a grievance and request a meeting with the Association Representative and Supervisor to discuss the grievance.
c. The supervisor shall have five (5) working days after the meeting to reply in writing to the grievance.

Step Two - Superintendent of Schools:

a. No later than five (5) working days after the receipt of the Supervisor's response, the Association Representative may submit the grievance in writing to the Superintendent or designee stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract and/or Board policy/regulation violation. The employee and the Association Representative shall sign the grievance.

b. The Association Representative and grievant shall meet with the Superintendent or designee to discuss the grievance within five (5) working days of its written submission to the Superintendent or designee.

c. The Superintendent or designee shall give his/her decision, in writing, relative to the grievance within ten (10) working days of his/her meeting with the Association Representative and grievant.

Step Three - Board of Education:

a. Any appeal of a decision rendered by the Superintendent or designee shall be presented to the Board of Education, not later than its next official meeting or two (2) calendar weeks, whichever shall be later. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent or designee was not satisfactory.

b. The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the Board of Education.

Step Four - Arbitration:

a. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, and determines to appeal to arbitration, then within ten (10) working days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration but only by the Association (an individual employee may not appeal to arbitration).

   The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot mutually agree within five (5) days, then the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration procedure.

b. The arbitrator, the Association, or the Board may call any person as a witness in any arbitration hearing, and each party shall be responsible for the witnesses that they may call.

c. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.

d. The fees and expenses of the arbitration shall be shared equally by both parties.

e. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board, and the Association.

ARTICLE 7 - Progressive/Corrective Discipline

Good discipline is a serious matter. It is an essential part of managing our school district, so that our employees can be treated fairly while working safely and efficiently together as a team.

There can be no mechanical formula for establishing disciplinary action, but the following important factors will be considered in all cases:

1. The seriousness of the offense
2. The employee's past, documented record
3. The circumstance surrounding each particular case

A. No employee shall be disciplined or deprived of any employment advantage without just cause. Discipline shall include verbal warnings, written reprimands, suspensions and discharge. Such discipline shall be subject to the grievance procedure, including arbitration. It is further recognized that duly authorized administrative staff shall make the specific recommendation forming the basis for disciplinary action available to the employee and the KCGMFT in writing. Prior to taking disciplinary action, the supervisor shall investigate the situation.

B. An employee who is to be given disciplinary action shall have KCGMFT representation. All disciplinary action shall be noted in writing. The written notification shall include the date, reason, and form of disciplinary action taken with potential consequences for further action. Copies shall be provided to the employee, representative, the president of the KCGMFT, and the employee's personnel file. The employee will be allowed to discuss his/her discipline or discharge with the KCGMFT representative in a private area made available by the Board before he/she is required to leave the property of the Board. In emergency situations, the Board has the right to order the employee to immediately leave the premises, at which time the employee shall immediately notify the appropriate KCGMFT official.

C. In imposing discipline, the Board shall, except in serious cases, follow the principle of progressive/corrective discipline, i.e., verbal warning, written reprimand, suspension (with or without pay), or discharge.

1. Verbal Warning
   The purpose of a verbal warning is for the supervisor to put an employee on notice that, in the opinion of the supervisor, the employee is not performing his/her duties at a satisfactory level. The purpose of a verbal warning is to correct the behavior without further action. To be sure there is no dispute that a verbal warning occurred, a note would be placed in an employee's file confirming the verbal warning. The employee will have an opportunity to sign this document. The signature only acknowledges receipt.

2. Written Reprimand
   The purpose of a written reprimand is to place the employee on notice that his/her conduct is of concern to the supervisor and will not be allowed to continue.

3. Suspension
   Suspension without pay for up to ten (10) work days may be utilized as a consequence for repeated misconduct and for serious matters.

4. Discharge
   Discharge is for very serious matters.

D. The parties recognize that the foregoing is a guide only. Should an employee believe any warning, reprimand, suspension or discharge is without just cause, he/she can resolve the dispute through the grievance procedure.

E. Below is a list of examples of just cause for discharge, suspension, or other disciplinary measures. The list is not intended to be a complete or limiting list.
   1. Fraud
   2. Stealing
   3. Flagrant insubordination
   4. Gross dereliction of duty
   5. Falsifying records
   6. Bringing drugs or alcohol onto school property, using drugs or alcohol during working hours, or coming to work under the influence of drugs or alcohol.
   7. Failing a mandatory drug or alcohol test.
   8. Immoral conduct.
   9. Conviction of serious crime.

ARTICLE 8 - Seniority and Classifications

A. Seniority shall be defined as the length of time worked within a specific classification as set forth in paragraph E below. An employee who accumulates seniority in a specific classification and successfully moves to a bargaining unit position in another classification shall maintain a placement on each seniority list.

B. Probationary employees are those employees assigned to a regular full-time or part-time job/run, for the first ninety (90) days of their employment. Probationary employees may be laid off or discharged without recourse to the grievance procedure unless the lay-off or discharge is with malice or discriminatory. Upon successful completion of the probationary period, the employee will be considered as a seniority employee and his/her seniority will be established as of the first day worked.

C. Effective with the ratification date of this Agreement forward, in the event of more than one individual having the same first day of work, the relative place of such persons on the seniority list, with respect to that date of work, will be determined by the last four (4) numbers of their social security numbers, with the higher number having preference. The current seniority list will remain as-is; any new employees will follow this procedure.

D. Any bargaining unit member on a Paid Leave of Absence shall continue to accrue seniority for the duration of said paid leave. If a bargaining unit member is on an Unpaid Leave of Absence, said bargaining unit member shall not accrue seniority.

E. For purposes of this provision, all bargaining unit members shall be placed in the following classifications, based on their current assignment. Seniority shall be separately maintained in the sub classifications listed.

1. Custodial
2. Maintenance-Grounds
3. Utility-Grounds
4. Food Service: Head Cook, Cook, Kitchen Aide/Cashier/Delivery Person
5. Bus Driver (regular and special education)
6. Mechanic
7. Bus Aide

F. Employees seeking reclassification of their position may do so prior to scheduled bump meetings.

G. Any bargaining unit member who has been incapacitated at his/her work by injury or compensable occupational disease while employed by the Board may be employed at other bargaining unit work on a job that is operated by the Board, which he/she can do seniority permitting.

H. The Board will prepare, maintain and make available an updated seniority list on an "upon request" basis including each employee in order of seniority by employee classification.

I. A year constitutes at least 170+ days of employment. Not more than one year of seniority can be earned in a year. Seniority shall be calculated in years and tenths of years.

J. Seniority is only earned by regular employees. Substitutes are not eligible for seniority.

K. Employees moving from one classification to another shall have seniority in the new classification as of the date of transfer.

L. Years of seniority for service prior to the effective date of this agreement will be accepted as published on the last official list after certification by the KCGMFT and only future calculations are subject to the terms of this Agreement.

M. An employee's seniority shall entitle him/her to only such rights as are expressly provided for in this Agreement.

ARTICLE 9 - Reduction and Recall

Reduction and Recall

A. An employee may be laid-off by the Board in the manner herein provided when there is lack of work or lack of funds and reduction in personnel is necessary.

B. For purposes of lay-off and recall only, the following classifications (as defined in Article 8.E) shall be considered related: Custodian, Maintenance, and Grounds.

C. In the event of a necessary reduction in workforce, the Board shall first lay-off probationary bargaining unit members, then the least senior bargaining unit members within the affected classification. In no case shall a non-bargaining unit member be employed by the Board while there are laid-off bargaining unit members. Bargaining unit members whose positions have been eliminated due to reduction in workforce or who have been affected by a

lay-off/elimination of position shall have the right to assume the position of the least senior employee in their own classification. If the least senior employee in the classification being reduced or eliminated is less than full-time, the affected employee shall have the right to assume the position of the lowest seniority employee in that classification who works the same length of workday and/or work year. If there is no one less senior in their classification, the affected employee may replace the least senior employee in any other classification that they may hold accumulated seniority in.

D. In the event of lay-off, the Board and KCGMFT may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of lay-off. With the approval of the Board and the KCGMFT, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Board instituting a lay-off during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the Agreement, including the bargaining unit member's right to be recalled from such lay-off.

E. In the event of a reduction in the daily work hours of one hour or more in a classification, a bargaining unit member may use his/her seniority to regain his/her lost hours by displacing the least senior employee in that classification who has a work schedule equal to the more senior employee's schedule prior to the reduction.

F. A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the daily substitute list according to his/her seniority. When subbing on a daily basis, the employee will receive substitute wages with no benefits. If a substitute will be needed for twenty (20) or more working days to fill a temporary vacancy, the most senior qualified person must be offered that temporary vacancy position first. If they refuse, the next senior person that is qualified must be contacted and so on down the lay-off list of employees. During temporary recall, the employee will receive regular hourly wages and benefits of that position. For the purpose of this Article, qualifications shall be defined as outlined in Article 12.J.

G. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first to any position in the classification from which they were laid-off. In the event a position becomes available in a classification the laid-off bargaining unit member holds frozen accumulated seniority in, the laid-off bargaining unit member shall be offered that position. The bargaining unit member's refusal of said position shall not constitute a refusal to work. The bargaining unit member shall only be required to return from lay-off to a position they were laid-off from, in their current classification.

H. Notice of recall shall be sent by certified or registered mail to the last known address, as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit member can report for work, providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members recalled to full-time work within their current seniority classification, are obligated to take said work. A bargaining unit member who declines recall to full-time work within their current seniority classification, shall

forfeit his/her seniority rights. Bargaining unit members on lay-off shall not accrue seniority during the period of such lay-off.

I. The KCGMFT shall be given a copy of the lay-off list prior to the notification of the individual employees to be laid-off. If there is disagreement concerning the lay-off list, the KCGMFT shall have the right to meet with the representatives of the Board to attempt to resolve the disagreement.

J. Employees shall be given thirty (30) days advance notification of the impending lay-off.

K. Employees shall retain recall rights equal to their accumulated seniority acquired prior to lay-off.

ARTICLE 10 - Paid Leaves and Absences

Sick and Personal Time

A. All sick/personal leave shall be earned at the rate of one (1) day per month worked, to a maximum of twelve (12) days per year, with unlimited accumulation.

B. Sick/personal leave shall be front loaded and posted at the beginning of the fiscal year as follows:

1. For those employees working twelve (12) months (52 week employees), sick/personal time posted per the following formula:

   8 hours x 12 months = 96 sick/personal leave hours per year
   24 hours, or 3 days will be personal time
   72 hours, or 9 days will sick time

2. For those employees working ten (10) months and less than full-time, sick/personal time posted shall be pro-rated, based on the proportion of a regular eight hour day, not including extra work, that the employee is regularly scheduled to work - per the following formula:

   Average daily hours x 10 months = sick/personal leave hours per year
   30% of this number will be personal time
   70% of this number will be sick time

C. An employee will notify his/her supervisor twenty-four (24) hours in advance of known absences, if possible. All absences, if possible, should be reported at least sixty (60) minutes prior to the employee's start time.

D. Doctor's statements may be required in cases where a particular pattern of absenteeism or particular circumstances exist which lend doubt to the legitimacy of sick day utilization.

E. Accumulated sick time shall be used under the following conditions:
1. Illness or physical disability of the employee;
2. Illness or death in the immediate family, including mother, father, mother-in-law, father-in-law, grandparent, grandchildren, siblings, spouse and children;

3. Utilization of sick days or unpaid days to attend funerals of other persons shall be subject to the approval of the employee's supervisor.

In the event an employee has exhausted all available sick days, said employee may be allowed to use unpaid time subject to his/her supervisor's prior approval and his/her supervisor may require the appropriate verification.

F. Bereavement. When a death occurs in an employee's immediate family, the employee, on request, will be granted a leave of absence with pay for up to three (3) working days. In the event of the death of a spouse or child, up to a total of five (5) days shall be granted. Additional days will be granted per Article 10.E.2 and Article 10.E.3 above.

G. Personal days may be used from the total of Article 10.A above. Such days shall be available the day prior to or following a legal holiday or vacation. When personal time is requested prior to a holiday or vacation, no more than two (2) staff from each unit will be approved, unless a known sub has been found to cover a third (3rd) absence. A minimum of two (2) days advance notice, in writing, using the district provided online application, must be made with the supervisor or his/her designee, if possible. (Advanced notice provision may be waived in emergency situations.) Employees shall not be required to provide the reason for requesting a personal day. For the purposes of this section, a day shall be defined as the number of hours an employee is normally scheduled to work on a typical day, excluding extra work. If too many employees elect to use personal time so as to create a substitute shortage, the time shall be granted on a first come, first served basis. When two or more employees have requested the same time on the same day, (according to the date on their request form) the most senior employee shall be approved first.

An employee who uses personal time prior to or following a legal holiday or vacation, shall move to the bottom of the approval list. However, this is only used if more than two people request the use of personal time before or after a holiday.

H. Employees who use no sick time in a fiscal year may convert one additional unused sick day (for a total of four [4]) for use as an additional personal day to be used during the next fiscal year only. It is not permitted to request the use of personal time for more than three (3) consecutive days. If the additional personal day is not used during the next fiscal year it will revert back to accumulated sick time. If the employee has accumulated unpaid time, not connected to a bereavement leave, the employee will not be allowed to convert the unused sick day.

I. In the event sick days are needed beyond those accumulated in Article 10.A, they may be granted at the discretion of the Superintendent or designee. If an employee terminated employment prior to the end of the year, the sick days used in excess of the day/month and/or annual accumulation shall be deducted from the employee's final paycheck or shall be repaid by that employee.

J. Employees who are called for jury duty during the work year shall not be paid until proof of attendance is provided to the Superintendent or designee. Upon receipt of proof of attendance, the bargaining unit member will be reimbursed his/her regular daily wage less any compensation received as a result of his/her court responsibility.

K. Employees are covered by applicable Worker's Compensation Law. In the case of a Worker's

Compensation claim, the fringe benefits shall be paid by the Board for a maximum of one year, but not to exceed the seniority of the employee. Worker's Compensation shall continue to be paid according to the Federal Law.

L. Members can accumulate a maximum of one hundred (100) days. All days in excess of one hundred (100) will be bought back at a rate of $40 per day, payable at the end of each school year. Upon retirement, accumulated sick days shall be compensated at their full amount (hourly wage x typically scheduled hours) for up to one hundred (100) days.

M. Additional leave requests not covered under this agreement may be requested to the Superintendent or designee. If approved, such requests shall not be considered precedent setting and may be approved at the discretion of the Superintendent or designee.

ARTICLE 11 - Unpaid Leaves

A. Leave of absence without pay or benefits in accordance with Federal law up to one (1) year in duration may be granted upon written request from an employee. The employee requesting such leave must submit a formal request in writing. All requests must be made at least two (2) weeks prior to the leave, if possible, at the Board of Education offices with the Superintendent or designee. In no case shall an unpaid leave be granted for the purpose of vacation.

B. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

C. A one year leave of absence granted to an employee shall normally not be extended. Each consecutive extended leave shall require approval by the Superintendent or designee.

D. A bargaining unit member **shall** be granted an Unpaid Leave for the following purposes:
    1. Family Medical Leave Act;
        I. In compliance with the FMLA Requirements, employees are entitled to up to twelve (12) weeks unpaid leave for certain family and medical reasons if they have worked for at least one (1) year and for 1,250 hours over the previous twelve (12) months. The method used for calculations is a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. The FMLA leave begins on the employee's first day off work. The complete FMLA regulations can be obtained from the Administration Office.
        II. An employee granted an unpaid leave under the Family Medical Leave Act shall continue to receive fringe benefits, for the balance of the current month and two (2) additional months. Prior to the end of said two (2) months, an employee shall make arrangements to pay for all fringe benefits he/she wishes to keep in effect as allowable by the insurance carrier.

    2. Military Leave
        I. Military Leave: An employee covered by this Agreement who enters active duty in the Armed Forces of the United States and who makes written application for re-employment within ninety (90) days after his release from original conscription, shall be restored to employment and his status with respect to other employees shall be the same as if he had not entered the services herein specified.

II. An Employee granted an Unpaid Leave using the Military Leave provision, shall receive fringe benefits for the balance of the current month only.

E. A bargaining unit member **may** be granted an Unpaid Leave for the following purposes:
   1. Education Leave:
      I. Upon written application by the employee to the Board, an educational leave of up to one (1) year may be granted. In order to qualify for an educational leave the employee must be enrolled in a full-time program, as defined by the institution. Return from said leave shall be to the employee's previous classification, seniority permitting.
      II. An employee granted an Unpaid Leave using the Education Leave provision, shall receive fringe benefits for the balance of the current month only.

F. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began, if available, seniority permitting. At least ten (10) working days prior to the date a leave is scheduled to expire, an employee shall notify the Board of his/her intent to return to work unless mutually agreed otherwise. If the employee's former position is not available, the employee will be placed in a comparable position within his/her classification, not at a lesser rate of pay, seniority permitting.

ARTICLE 12 - Transfers, Vacancies and Qualifications

Vacancies

A. A vacancy shall be defined as a newly-created bargaining unit position or a current bargaining unit position which is unfilled.

B. A temporary vacancy shall be defined as a bargaining unit position currently held by a bargaining unit member on a leave of absence of up to 12 weeks.

C. When vacancies occur during the school year, the Supervisor shall offer the position to each individual based on seniority. The only exception to this process is when a "head/lead" position is vacant. In this case, if a bargaining unit member does not have the required qualifications, the position may be posted as outlined below. Should the vacancy be filled internally, the "new" vacancy will be offered through the same process until there is an unfilled vacancy. Notice of unfilled vacancies shall be posted within five (5) working days of the occurrence of the vacancy on agreed upon bulletin boards in each building of the district for a period of seven (7) working days. Said posting shall contain the following information:
   1. Type of Work
   2. Location of Work
   3. Approximate starting date
   4. Rate of pay
   5. Hours to be worked and days to be worked per year
   6. Classification
   7. Other information, as deemed necessary by the Board

D. Bargaining unit members interested in vacancies may apply in writing to their supervisor within the posting period. The Board shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) through the district's online posting platform.

E. Any bargaining unit member who applies for a temporary vacancy and is subsequently placed in that vacancy shall be subject to the following:

1. The bargaining unit member shall be eligible to return to his/her former position upon return of the employee whose absence created the temporary vacancy, or upon termination of the temporary vacancy.
2. The bargaining unit member may apply for any permanent or temporary vacancy while holding a temporary vacancy.
3. Pay will be at the rate of the temporary vacancy for the period the bargaining unit member is in said vacancy.
4. The bargaining unit member shall not be eligible for duplicate benefits (i.e., vacation, holiday pay, etc.).

Transfers

F. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable cause. Such transfers will be with as sufficient notice as is possible under the conditions.

G. Bargaining unit members shall not be placed on a lower step of the wage schedule due to an involuntary transfer.

H. Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as a result of any involuntary, temporary change in duties.

I. Any employee, excluding bus drivers (see Article 15.C), may use their seniority to bid on a different position on the day jointly selected in August. The above dates will be waived when openings in the same classification occur during the work year.

Qualifications

J. For the purpose of this agreement the Board and the KCGMFT agree to the following: Qualified shall be determined by a process that includes, but is not limited to: written, oral, and/or physical testing, personal interviews, and previous experience level. The Board shall maintain the right to determine the qualified applicant. In the event a bargaining unit member and a non-bargaining unit member are deemed to be equally qualified, the bargaining unit member shall be placed in the position.

ARTICLE 13 - General Working Conditions

A. All employees shall be required to receive their compensation through direct deposit (i.e. electronic transfer).

B. All hours worked or compensated over forty (40) per week will receive overtime rates. The overtime rate will be figured at time and one-half (1/2) of the base hourly wage. Employees may choose to take overtime as "compensatory time" on the same basis as compensation; time and one half for hours exceeding forty (40) per week, double time on Sundays, etc. Compensatory time must be used within thirty (30) days from the time it was earned or forfeit

the compensatory time. Employees wishing to receive compensatory time in lieu of pay must notify the supervisor at the time the overtime is earned or it will be submitted for pay. Once submitted for pay, it cannot be changed.

C. Double time shall be paid for all work performed on Sunday and holidays, unless it is part of the regular scheduled work week.

D. Sunday is considered the first day of the work week.

E. Employees required to work beyond their regular shift shall be notified by their supervisor before the end of the shift the previous day, when possible.

F. Overtime shall be paid for all work performed on Sunday. Holiday premium shall be in addition to holiday pay. The regular work week shall be Monday through Friday inclusive, except by mutual agreement.

G. In the event new additional responsibilities necessitate scheduling on weekends and mutual agreement cannot be reached, the lowest seniority employee in the affected classification shall be so assigned.

H. It is not the intent of this provision to provide for assigning an employee his normal duties or similar duties on weekends, but to provide for new fields, such as swimming pool maintenance, which may necessitate an employee being assigned weekend duty.

I. A minimum of two (2) hours will be paid for all call-ins. A call-in shall be defined as an emergency that occurs outside of normal working hours, which necessitates an employee being called at home to report to work.

J. If at any time the employee is going to be late, needs to leave for a part of the shift, or needs to leave early, he/she must receive permission from his supervisor.

K. Employees will not have outside employment that interferes with daily work assignments. It is not the intent of this provision to prohibit using personal or vacation time to resolve such conflicts.

L. Employees that work in multiple classifications will not accept shifts that overlap or that would interfere with their “regular” work schedule.

M. It is the District’s position to schedule at least two (2) employees together when working in an empty building. This paired scheduling may not always be possible.

N. All absence requests and weekly timesheets must be submitted using the district provided online application. Employees who fail to submit timesheets by the Monday of the following week worked, may delay payment until the next payroll processing period. An employee must make every effort to submit absence requests prior to the date of leave. However, all requests must be entered into the system within 48 hours of the date of absence.

ARTICLE 14 - Vacations, Holidays and Overtime

Vacations

A. Employees who are employed for fifty-two (52) weeks shall earn vacation at the rate of one-half (1/2) day per month until they reach two (2) years of employment; 2-6 years, two weeks with pay; 7-12 years, three weeks with pay; 13 and more years, four weeks with pay. Vacation days are prorated for time worked during the fiscal year.

B. Vacation time is intended to be used in the year it is accrued and will generally not be carried over for pay. However, employees will be granted the opportunity to carry over up to two (2) weeks of vacation time to be used by December 31 of the ensuing year. If the carried over vacation time is not used by the ensuing December 31, it will be lost. Employees may not accumulate more than a total of six weeks of vacation time. Any lost vacation time will be paid out at the full hourly rate of the employee.

C. All vacation requests must be submitted, in writing, using the district provided online application at least two (2) weeks prior to the beginning of the vacation period, if possible. In the event that more requests are received than the Board is able to grant to maintain continuity of service to the District for a specified period, such requests shall be granted on the basis of seniority; except that the granting of vacation requests during deer hunting season shall be rotated from year to year (beginning with the high seniority employees first) to assure that all employees desiring vacation time during deer season week be accommodated over a period of years. The Board shall notify all employees, in writing, one (1) week in advance if their vacation request is not approved. However, if a vacation request is rejected, the KCGMFT can appeal to the Superintendent or designee.

Holidays

D. Employees shall be paid for a holiday providing they work or are on an approved leave for the work day preceding and following the holiday in question.

E. Employees will not be required to work holidays and shall be paid for the day, at their regular rate, if school is not in session on the following days: Labor Day Friday, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Monday*(Unless students are in attendance, then another day will be mutually agreed upon), and Memorial Day.

   All staff are required to report for any day that is designated as a District Professional Development Day where the Kearsley Education Association (MEA/NEA) staff are in session but students are not. If the district decides that KCGMFT staff need not attend, then that day shall be paid as a holiday.

   The 52-week employees (Custodian/Maintenance/Mechanic) also receive the following days: Independence Day and One additional holiday permanently attached to the Independence Day holiday.

F. A holiday falling on the weekend shall be taken on the Friday or Monday with mutual consent of

the KCGMFT and the Board.

G. All holidays shall be paid as they occur.

Overtime

H. The Board and the KCGMFT recognize that during periods of extended overtime, employees become less productive and may pose a hazard to their coworkers and themselves. When employees have worked more than sixteen (16) consecutive hours, the district reserves the right to bypass them in assigning overtime.

I. Overtime rosters will be zeroed out on the 30th of June each year.

J. Grounds/Maintenance/Mechanic Overtime

1. All overtime hours worked or available will be recorded on the overtime roster and kept by the immediate supervisor.

2. On the overtime roster, employees absent from work up to thirty (30) days will be charged for available overtime. After thirty (30) days there will be no additional charges accumulated until the employee returns to work.

3. With regards to the overtime roster, building checks and athletic events will be pre scheduled and charged on the overtime roster up front.

4. The district reserves the right to add or delete days/events, i.e., athletic events/building checks.

5. Maintenance employees may be working on projects while others plow snow. The Board agrees to:
   I. Pay overtime for “Act of God” work which occurs outside regular shift.

   II. An employee sent home during their regular shift because of excessive tiredness from repetitive “Act of God” overtime, will be paid for their regular shift which is missed.

6. Head Groundskeeper will be first in the distribution of athletic overtime events. Snow removal overtime will be assigned in the following order for each snow event:
   I. Head Groundskeeper
   II. Maintenance
   III. Maintenance
   IV. Utility Grounds Person
   V. Head Mechanic

K. Custodial Overtime

1. The overtime log will be maintained by the Supervisor of Buildings and Grounds.

2. If overtime is offered, the Board will offer KCGMFT members the overtime first, by

seniority, before offering the overtime to 3rd party custodians.

ARTICLE 15 - Transportation Conditions

A. Route Definition: A route shall be defined as a regularly scheduled transportation of students within the district boundaries, on a regularly traveled course, taking no longer than seventy-five (75) minutes, as established when the route is designed. A route begins when a bus departs from the bus garage and ends when the bus returns to the bus garage. Each full workday shall consist of a morning shift and an afternoon shift. Each shift shall be no longer than 2 hours without additional payment. Shifts exceeding 2 hours shall receive a proportional rate of the regular route pay for each six (6) minute increment beyond one hundred twenty (120) minutes. If any regularly scheduled route consistently exceeds eighty (80) minutes, the driver shall be responsible to report it to the supervisor so that corrections can be made as soon as possible. For the purposes of reporting retirement, one (1) shift shall constitute two (2) hours toward retirement.
    a. Assuming a driver works their scheduled shift, they will not be paid less than if they drove two hours (per section A above).
    b. The first 20 minutes of time between routes is unpaid and does not count toward the 2 hour shift length.
    c. Routes may include more than one building pickup and drop off.

B. Some runs may include intra-district transfers of students between district facilities on an as needed basis. Such positions will be noted as including these transfers at the bump meeting.

C. Bus Routes/Packages selection shall be made as follows:

1. The selection of bus routes/packages will take place every year at least ten (10) days prior to the commencement of the new school year.

2. At the beginning of each year a kindergarten rotation list will be posted. Interested drivers may indicate their interest for the year.

3. The Transportation Supervisor shall be responsible for developing the bus routes, establishing the date and time of the meeting, and the notification of the drivers. The Transportation Supervisor shall provide each driver a copy of the routes/packages (times and locations) prior to the selection meeting. The routes/packages will be reviewed and finalized at the meeting by the Transportation Supervisor.

4. Route selection shall be based on seniority, with the most senior driver selecting first and continuing until all routes/packages are assigned by each driver selecting from the remaining routes/packages. All routes shall be grouped together for choosing packages. Drivers shall be paid at the extra trip rate for time spent at the selection meeting.

5. Drivers shall be paid, to a maximum of six (6) hours at the extra trip rate, for attendance at the route selection meeting and professional development.

6. Special education routes shall be bid on at the same time as all bus routes every year and shall be open to all qualified drivers. Drivers shall bid on the special education routes for the whole academic year

D. Extra Trips shall be defined as trips taken outside the district boundaries scheduled on an irregular or limited basis. Extra trips shall be assigned in following manner:

1. Extra trips shall be posted in a two (2) week block of time. Each trip shall be posted separately. Extra trip blocks shall be posted on the Monday prior to the beginning of the trip block schedule. Extra trips shall be posted a minimum of three (3) working days. Extra trip assignments shall be made no later than Friday A.M., prior to the extra trip block schedule.

2. Extra Trip List (including sports runs).
    A. Prior to the start of the school year, the supervisor shall hold a meeting where the drivers interested in extra trips may sign up. At this time, information will also be requested to determine if any driver who signed up additionally holds an "out of state" certification. Following that initial meeting, the members who sign up shall be ordered by seniority. Two lists will then be generated and known as, in-state extra trips & out of state extra trips.

    B. Following that meeting, any driver or new hire who wishes to sign up may do so at any time, but will be added to the bottom of the list.

    C. Anyone who wishes to take themselves off the list may do so at any time but will forfeit access to extra trips. They may add themselves to the list later and will be placed at the bottom of the list.

3. When an extra trip is posted, the supervisor will consult the extra trips list and contact the driver on the top of the list. If that driver is not interested in taking the extra trip, the supervisor will then proceed to the next driver on the list. This process will continue until a driver agrees to take the trip. Once a driver agrees to accept a trip, they move to the bottom of the list.

4. Upon completion of an extra trip, but not later than the next working day, a driver shall return the extra trip sheet to the supervisor. A driver shall not be assigned any additional extra trips until extra trip sheets are turned in.

5. The supervisor shall maintain the up-to-date Extra Trips Sheet. Said sheet shall be posted at the supervisor's desk.

6. Drivers who are assigned an extra trip of four (4) hours or more shall be allowed a meal allowance of $17.50 for each four (4) hours of the extra trip. Drivers shall be required to submit appropriate receipts for payment. An appropriate receipt shall include the date, time, name and location of the business, and a listing of each specific item purchased. Failure to provide an appropriate receipt may result in loss of reimbursement. The expectation is that your meal allowance will be used at a restaurant or similar establishment. Groceries are not an acceptable expense for the meal allowance.

7. In the event no bargaining unit drivers sign up for any given extra trip, the supervisor shall have the right to assign a substitute to the extra trip.

8. Drivers shall use their own bus whenever possible on extra trips. The driver taking the trip or shuttle has the responsibility for cleaning the bus after each shuttle or extra trip. The duration and mileage of the extra trip may not allow a driver with an electric bus the ability to take their assigned bus. In that case, the supervisor will make the necessary arrangements to switch to the appropriate bus. If the new bus requires setup, cleaning, etc. for the extra trip, the driver will be compensated up to thirty (30) minutes using the extra trip rate.

9. For extra trips, drivers will be paid at the normal rate while driving and the extra trip rate while the bus is sitting at the given event. All extra trips lasting less than one hour will be paid as if they lasted one hour. The driver's route must be covered before the extra trip can be assigned.

E. Special Temporary Runs shall be defined as runs that last more than two weeks in duration and require creating routes. These Special Temporary Runs will be bid on by seniority. Drivers selecting a Special Temporary package must commit to driving each day of the entire schedule for the duration of the package. Failure to do so will result in the driver being ineligible for future Special Temporary packages.

F. When an emergency situation arises, i.e., bus breakdown, accident, etc., the supervisor may request an available bus to assist. If a driver assists in an emergency situation, the driver shall receive pay of one (1) additional route. Procedures for various scenarios are as follows:
    1. If a driver takes on a full additional run, they would be paid a full run for doing so.
    2. If a driver is asked to pick up an additional student or two, not on their run, they would not be paid additional for doing so.
    3. If a run is split and the driver is notified of additional students to pick up prior to leaving their yard for the run, they will not be paid for the additional students as long as the run remains under one (1) hour.
    4. If an emergency situation arises and the driver is notified they need to take on a run after having left the bus garage, they will be paid for the additional run.

G. Any change of route, change of driver, or change in procedure per day or per year, may be made only by the Supervisor of Transportation or his/her designee. Changes shall be discussed with the driver and his recommendation shall be considered. This includes changes of bus stops or portions of routes, refusing to pick up any child or group of children on their routes without permission of the Supervisor.

H. All bus drivers are required to check their district provided email, as part of pre-trip duties, before each series of routes.

I. Bus drivers must comply with requests made by supervisors for any materials, written or otherwise, for the operation of the school fleet.

J. Pre-check lists must be filled out daily. Any equipment failures must be reported to mechanics or Supervisor prior to the commencement of their first trip or any time noticed during the day. Drivers will be paid for thirty minutes worth of work per day for all pre-trip, cleaning and related non-driving duties (to include seating charts, which will be updated once per marking period at minimum. A roster of students will be provided for that purpose.) This section refers to duties separate from driving a bus and does not refer to any wait time that may be encountered as

part of driving or between routes.

K. Written bus policies shall be provided to each bus driver. Changes in policy shall be given to each driver, as soon as possible.

L. The Board shall provide each driver with a physical examination, as required by state law. If a driver's examination, for a physical or any other examination that is required for driving, results in the driver's inability to work as required, the driver must exhaust any accrued sick time, once that is fully depleted, then a request for an unpaid leave will be submitted. Additionally a driver may request a temporary reassignment if one is available.

M. School bus driver training for new drivers and continuing education classes are required by state law. All drivers will be reimbursed at the extra trip rate for the time spent in the classroom at these meetings.

N. If a driver is requested to attend a meeting, such meetings will be considered mandatory. A driver shall be paid for time spent in attendance at a mandatory meeting at the extra trip rate. A mandatory meeting shall be a minimum of fifteen (15) minutes. Drivers shall be given a minimum of three (3) work days' notice of a scheduled mandatory meeting. A driver shall not be required to attend a non-mandatory meeting.

O. Beginning June 15, 1982, the Board may contract outside of the bargaining unit, or enter into cooperative transportation arrangements with other school districts to transport special education and Skill Center students out of the district at such time that it becomes economically feasible. This provision applies to routes with less than twenty-two (22) students only.

P. The Board will reimburse drivers for the cost of CDL licensing and all endorsements retroactive to July, 2004.

Q. The Board shall provide each new permanent driver with Kearsley clothing item(s) of the employees choice costing less than $100 following one month of employment and all other drivers every year since they last received a Kearsley clothing item shall receive Kearsley clothing item(s) of their choice costing less than $100. Drivers will request items from their supervisor from a board approved vendor, purchases will be made by the district prior to December 1st of each year.

R. Transportation employees shall be paid for up to the State of Michigan limit of forgiven days even though they do not report to work when due to inclement weather or other "acts of God." They will also be paid when days beyond State of Michigan limits are rescheduled, and they work. It is understood that if the State changes the amount of allowed days that the KCGMFT and Board will mutually agree to a Memorandum of Understanding to adjust for the change.

S. All drivers shall be paid, in addition to those days in which students are transported, for 3 required professional development days (6 hours per day), in the week prior to the first week of school and for the end of year records day, if they are required to report for work.

T. Beginning with the 2022-23 school year, the Board will provide all Transportation employees with a manual of procedures, guidelines, and expectations. This manual shall not supersede the Agreement between the KCGMFT and the Board. This manual will be provided to new

employees upon hire and shall be updated annually by the transportation supervisor.

ARTICLE 16 - Food Service Conditions and Vacancies

A. The term Food Service employee, refers to all bargaining unit cafeteria employees. The Food Service employees shall be defined by three assignment areas: Head Cook, Cook and Kitchen Aide/Cashier/Delivery Person. Each building shall have a Head Cook designated.

B. Equipment: No kitchen power equipment will be used without a Food Service employee in attendance. This does not apply to a coffee maker in the designated HS and MS Cafes.

C. Pick-up Materials: Pick-up and delivery of materials are not the responsibility of the individual kitchens. In extenuating circumstances, where it is necessary for the Food Service employee to pick-up or deliver, hourly rate, plus mileage will be paid.

D. All materials and equipment required for the operation of the cafeteria will be furnished by the Board. The Board shall respond to any requests or concerns in regard to the availability of materials and the repair of equipment within a reasonable period of time.

E. In the event that a Food Service employee replaces a higher paid classification, the rate for the classification worked will be paid. Head Cook openings on any given day, up to forty (40) working days, shall be offered to appropriate cooks first. The appropriate cook shall be the highest seniority cook in that building.

F. In the event that a Food Service employee is absent from the work site, the Board shall provide one of the following:
    1. Current employee from within the building.
    2. A trained substitute for the absent Food Service employee
    3. Reduced workload
    4. Additional work time for the person or persons performing the extra work

    The extra work will be offered equally to all employees in the affected building based on seniority. The Supervisor shall inform the Food Service employees in the building involved of the option used within one (1) hour of the beginning work time, or as soon as possible.

G. By the beginning of each school year, the Board shall provide complete uniforms (tops, pants, socks, shoes) to all Food Service employees as reimbursable expenses. However, this reimbursed expense will not exceed $250 per employee. A joint committee consisting of the supervisor, the Food service employee representative, one (1) additional Food Service employee, and the Superintendent or designee will mutually determine the selection of uniforms and shoes to be provided, if necessary. Employees will be required to provide receipts to receive any reimbursement.

H. The Board shall make payment to Food Service employees for classes attended and passed from the Department of Education and Michigan School Food Service at the rate charged per class.

I. Serve Safe training will be offered to all Food Service Employees during regularly scheduled times. The Head Cook in each building must be Service Safe certified.

J. Three cleaning days are required each year. They are the Thursday prior to the first day of school, the mid-year records day, and the end-year records day. On these days, employees will work, at minimum, the same number of hours that they work on a daily basis, with the option of additional hours to be approved by the supervisor as needed. If the district calendar does not include a mid-year records day, the bargaining unit representative, food service manager/supervisor, and Superintendent or designee, will mutually decide and agree on an alternate date.

K. Kitchen aides shall be scheduled up to an additional hour per week for regular cleaning or restocking. The specific details of what is required during this time will be provided by the Food Service Manager or directed by the Head Cook.

L. Food Service employees shall be paid up to the State of Michigan limit of forgiven days even though they do not report to work when due to inclement weather or other "acts of God." Buffey Early Childhood Center often remains open on days when the district is closed to inclement weather. Any food service staff member at Buffey is expected to work on all days in which Buffey is open. They will also be paid when days beyond State of Michigan limits are rescheduled, and they work. It is understood that if the State changes the amount of allowed days that the KCGMFT and Board will mutually agree to a Memorandum of Understanding to adjust for the change.

M. Cooks working six (6) hours or more shall receive an additional fifteen (15) minute break.

Food Service Vacancies

N. For the purpose of movement within the assignment groups for the filling temporary vacancies, movement shall be upward, starting with Kitchen Aide/Cashier/Delivery Person, to Cook, to Head Cook.
    1. Temporary vacancies in the Food Service classification shall be filled in order as follows:
        I. Filled by application, upward as outlined above, by bargaining unit members from the building where the temporary vacancy occurred by overall Food Service seniority, provided the bargaining unit member has the qualifications.
        II. Filled by application, upward as outlined above, by bargaining unit members from any building by overall Food Service seniority, provided the bargaining unit member has the qualifications.
        III. Involuntary transfer of Food Service Employee, provided the bargaining unit member has the qualifications
        IV. Filled by trained substitutes.

O. Job descriptions for all food service employees shall be reviewed once per year between the Board and representatives from KCGMFT.

ARTICLE 17 - Custodian/Maintenance-Grounds/Utility-Grounds/Mechanics Conditions

A. The Board shall provide insulated coveralls and rain gear to be used as needed for each maintenance-grounds, mechanic, truck driver and utility-grounds employee. In addition, the

Board shall provide one (1) set of insulated overalls and one (1) set of rain gear per building to be used as needed for the custodial staff. The above mentioned supplies shall be replaced as needed.

B. The Board shall supply lockers for each maintenance-ground and mechanic employee.

C. Each mechanic shall be reimbursed for up to $400 per school year for personal tools purchased. Tools must be reimbursed within the same fiscal year they are purchased. Reimbursement will require appropriate receipts. An employee who leaves the district before the end of the school year shall have deducted from his last check a sum equal to 1/12 of the tool allowance used for each month remaining in the school year. Mechanics may choose to purchase work boots through the annual tool allowance up to one pair per year.
    1. The Board shall replace any of the mechanic's large tools if broken (a list of these tools is to be established and agreed to).
    2. The Board shall provide insurance for the mechanic's tools kept at the school. The list must be provided by the mechanic.

D. Utility-Grounds, Maintenance-Grounds, and the Mechanics; at the beginning of each school year, the Board shall provide a boot allowance as a reimbursable expense. However, this reimbursed expense will not exceed $200.00 per employee.

E. On days when school was scheduled and has been closed due to inclement weather or other "acts of God" all custodian, maintenance-grounds, utility-grounds and mechanic employees will be expected to work their regular hours and be paid their regular hourly rate.

F. Custodian, utility-grounds, maintenance-grounds, and mechanic employees shall be allowed a fifteen (15) minute break during each four (4) continuous hours of work.

G. The Board shall pay for certifications earned from the Department of State for each separate certificate. The Board may make special exceptions on other certifying agencies or training. A maximum of eight certificates, including renewals, will be paid per year. Payments for certificates will be made when presented by the employee. For all employees in the custodial, maintenance-grounds, utility-grounds or mechanic's classification, the Board shall pay for certifications earned from the Department of State for each separate certificate, providing the certificate is directly related to the employee's current job and the employee has:
    1. Personally paid for the training to receive the certificate.
    2. Take such training on his/her own time.

H. During the school year, events occur in school buildings outside of normal school hours. In the event any activity is going to involve more than fifty (50) people in any school building, the Principal or Supervisor, and custodians of the affected building shall meet to determine the custodial needs for the event. The custodial needs shall be communicated to the Community Education Office for appropriate action.

I. The Board shall pay shift premiums to all classifications:
    1. 2nd Shift: $0.20
    2. 3rd Shift: $0.25

J. The employee's shift shall be identified as the shift where the majority of hours are worked, as related to this schedule:
    1. 1st Shift: 6:00 A.M. until 2:00 P.M.
    2. 2nd Shift: 2:00 P.M. until 10:00 P.M.
    3. 3rd Shift: 10:00 P.M. until 6:00 A.M.

K. Beginning August 1, 2009, shift premiums will remain in place for custodians working first shift during the summer break period.

L. The Board shall notify employees of required shift changes with a one (1) week notice, except in extraordinary circumstances or by mutual consent.

M. Employees in the Custodian, Maintenance-Grounds, Utility-Grounds, and Mechanic classifications shall not be required to report when an "official" state of emergency due to snow is declared by the appropriate governmental authority.

N. In the case of emergencies, the Utility-Grounds/Maintenance-Grounds/Mechanic positions, in addition to regularly assigned job duties can be used as substitution as a custodian or bus driver (but only after all regular substitute custodians and bus drivers have been contacted), and emergency substitution as a fuel attendant, assisting with and unloading of delivery trucks, and other general custodial, warehouse, grounds and bus work. If used as a bus driver an additional $2.50 per hour wage increase will be applied to their regular hourly rate, so long as that trip is not for athletics or for a field trip.

O. A $40 cell phone reimbursement will be provided to Maintenance-Grounds staff, per pay. Maintenance staff will respond to emergency phone calls after hours.

ARTICLE 18 - Compensation

A. Rates of Pay:

Custodian/Grounds/Maintenance/Mechanics (per Hour)	**2026-27**	**2027-28**
Maintenance / Mechanic / Head Grounds	$25.85	$26.85
Head Mechanic / Maintenance	$29.97	$30.97
Maintenance / Grounds	$24.04	$25.04
Custodian / Grounds	$23.98	$24.98
Utility-Grounds	$23.01	$24.01
Food Service (per Hour)	**2026-27**	**2027-28**
Delivery Person	$21.29	$22.29
Head Cook	$20.14	$21.14
Cook / Baker	$19.58	$20.58
Kitchen Aide / Cashier	$18.12	$19.12
Transportation (per Run)	**2026-27**	**2027-28**
Bus Driver	$22.43	$23.43
Bus Aide & Extra Trips	$17.63	$18.63

B. Building Checks

1. The Board and the KCGMFT mutually agree on a group of individuals to perform building checks. As per the KCGMFT Master Agreement: Saturday, Sunday and Holiday building checks shall be paid at the rate of $150 per three (3) hour for the life of the agreement. Building checks will not occur on the following holidays: New Year's Day, Good Friday, Memorial Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. During the summer months, building checks shall be performed at the supervisor's discretion. If summer months building checks are required, they shall be performed by a bargaining unit member in accordance with established procedures. Upon the agreement of all Maintenance personnel, additional non-unit personnel may be cycled into the building check rotation. This process will be annually documented by the supervisor via email to the Maintenance representative and the KCGMFT President.

2. Those not experienced in building check procedures will be trained prior to conducting their first building check. The training will be provided during paid work time. The individuals performing building checks agree to commit to the entire school year and to participate in the responsibility of building checks on a rotating basis for the term of this agreement. Should laid-off employees traditionally involved in building checks be recalled to work, the parties will develop a subsequent agreement to either modify or expand the Building Check Eligibility List.

3. The following list of Classifications are eligible to perform building checks:
    I. Maintenance-Grounds
    I. Utility-Grounds
    II. Mechanic

4. For emergency call ins, staff will be called by seniority within the following classifications:
    I. Head Maintenance
    II. Maintenance
    III. Utility-Grounds
    IV. Mechanic

C. Professional Licensure, Educational Programs and Certification

1. The Board recognizes the value of education programs related to specific job responsibilities of bargaining unit members. The Board may, from time to time under the terms of this article, adjust list rates of pay to encourage completion of Certifications/Licensure and Educational Programs.

2. Under the conditions of this article, professional licensure/certification/degree programs are not the same as seminar attendance certificates. Prior to entering a professional educational/certification/degree program, an employee shall submit the program to the Contract Management Committee and Union representatives for consideration of a possible future rate adjustment.

3. Licensing and educational rate adjustments will be added to base salary only upon final approval of the Board of Education after recommendation from the Contract Management Committee and Union representatives.

4. The Contract Management Committee and KCGMFT representatives will consider application requests for rate adjustments and recommend to the Board of Education only those rate adjustments which relate directly to the employee's assigned job duties. Such applications, complete with transcripts of certification, results shall be considered biannually, no later than April 1 and September 1. Those rate adjustments will be implemented, if approved, beginning July 1 and January 1, respectively.

5. The Contract Management Committee and KCGMFT representatives will identify Professional Licensure, Educational Programs and Certification which are applicable to all employees. Currently, as follows:

I.	Culinary Arts 1 year completion	$0.75/hour
II.	Culinary Arts Associate's Degree	$2.00/hour
III.	Building and Const. Tech. Associate's Degree	$2.00/hour
IV.	HVAC (with Recovery License)	$1.00/hour
V.	Auto-Tech Associate's Degree	$2.00/hour
VI.	ASE Master Mechanic Certified in six (6) areas	$2.00/hour
VII.	National Power Engineer	$2.00/hour
VIII.	Builder's License	$2.00/hour
IX.	D-5S-5-R Water License	$1.00/hour
X.	Playground Safety Certification	$1.00/hour
XI.	1st Class Stationary Engineer	$2.00/hour
XII.	1st Class Steam License or Refrigeration	$2.00/hour
XIII.	2nd Class Steam License or Refrigeration	$1.00/hour
XIV.	3rd Class Steam License	$1.00/hour
XV.	Mech. Contractor, Category #6 and #8 min. (Unlimited)	$2.00/hour
XVI.	Electrical Journeyman or Master	$2.00/hour
XVII.	Plumber Journeyman or Master	$2.00/hour

D. Each member who has completed 5 years of seniority shall be eligible for an annual longevity pay of $500 . This amount shall increase to $750 following 10 years of seniority, and $1000 following 15 years of seniority. Longevity payments will be made the first pay period in December. In order to be eligible for longevity pay, an employee must have completed their years of seniority by December 1st. Any break in service from their last date of hire will restart their seniority timeline.

E. All new bus drivers who serve as a bus driver for a full year will receive a $500 retention bonus at the end of their first year. This bonus will only be paid out once in the life of the employee regardless of employment status changes. This bonus will not be paid to employees who have worked as a bus driver prior to the end of the 2017-18 school year.

F. KCGFMT Bus Driver Referral Program: Any current KCGMFT bargaining unit member who refers a new bus driver to the district will receive a $500 referral bonus. The following criteria MUST be met in order for the referral bonus to be paid:

- Only individuals who fall under the KCGMFT contract will be eligible to make qualifying referrals.
- The applicant must be a new driver to the district, never having served in the Kearsley Transportation Department previously.
- The applicant must successfully complete the district background check and all required training or become a fully-certified bus driver.
- The applicant must work for 30 calendar days as a full-time driver in order for the bonus to be awarded.
- The applicant must complete a referral sheet as part of their application and new hire packet in order for the referral bonus to be paid.
- Referral bonus will be paid on the first pay period following the date when the 30-day requirement is reached. Only active employees are eligible to receive the bonus.

G. All raises due to changes in the wage scale take effect on July 1 of a given year, unless otherwise specified in writing and agreed to by both parties.

ARTICLE 19 - Fringe Benefits

A. Pursuant to the authority set forth in the School Code as amended, and Section 125 of the Internal Revenue Code, the Board agrees to furnish those members working a regular schedule of at least seven hours per day within the bargaining unit, the following insurance protection:

1. Hospitalization and Medical Protection for members hired before January 1, 2016.
   I. The district shall provide to the eligible KCGMFT members health insurance that has been mutually agreed upon through the bargaining process.
   II. Beginning January 1, 2016, the Board shall pay the premium/taxes/fees towards the agreed upon MESSA health insurance plan subject to the hard cap limits for single, 2 person and full family per PA 152. Should the premium/taxes/fees be less than the maximum allowed under PA 152, the District will deposit the difference into the employee's Health Savings Account (HSA) following the conclusion of the medical plan year. The Board and Association will meet and decide upon a set of MESSA medical insurance plans prior to the 2018-19 open enrollment period.
   III. Eligible bargaining unit members not taking health insurance provided in ¶A, ¶1 above, will be provided a monthly cash contribution of $250.

2. Hospitalization and Medical Protection for members hired after January 1, 2016.
   I. The district shall provide to the eligible KCGMFT members health insurance that has been mutually agreed upon through the bargaining process. Full family insurance will be provided for 52 week employees.
   II. Beginning January 1, 2016, the Board shall pay the premium /taxes /fees towards the agreed upon MESSA health insurance plan subject to the hard cap limits for single subscribers per PA 152. Should the premium /taxes /fees be less than the maximum allowed under PA 152, the District will deposit the difference into the employee's Health Savings Account (HSA) following the conclusion of the medical plan year. The Board and Association will meet and decide upon a set of MESSA medical insurance plans prior to the 2018-19 open enrollment period.

3. All employee health care contributions shall be made through payroll deduction, on a pre-tax basis.

4. Dental Insurance:
   Family dental insurance shall be provided without cost to the bargaining unit member with the following benefits:

Routine Treatment	80%
Major Treatment	80%
Orthodontic Treatment*	80%

   *Subject to the following annual and lifetime limits:
   $750 Annual Maximum
   $750 Lifetime Maximum

   In addition to custodians, grounds, maintenance, mechanics and eligible bus drivers, the Board shall also provide dental insurance to the three (3) most senior food service employees who need dental coverage.

B. The following benefits will be provided to all members:

1. Dental Reimbursement:
   All members who are not eligible for dental coverage as defined in section A may request reimbursement for dental expenses up to $500.00. This will apply to employees and eligible spouses/children.

2. Optical Insurance:
   The Board will reimburse all eligible employees for an annual eye exam and/or prescriptive eyeglasses or contact lenses. This will apply to employees and eligible spouses/children. In no case will more than $250.00 be paid to an employee in any single fiscal year.

3. Long Term Disability Insurance:
   The Board shall provide a long-term disability plan with a sixty (60) calendar day waiting period at 66 2/3% of salary up to age 65.

4. Life Insurance:
   All KCGMFT Bargaining unit employees are provided with $35,000 of group life insurance.

ARTICLE 20 - Duration of Agreement

Kearsley Community Schools Board of Education

and

Kearsley Custodian, Grounds, Maintenance, Food Service & Transportation Employees

This agreement shall be effective as of July 1, 2026, and shall continue, in effect, through June 30, 2028.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their respective representatives.

Chad Langworthy, Board of Education - President
Kearsley Community Schools

8/27/26 13:12 EDT
Date

Paul Gaudard

Paul Gaudard, Superintendent
Kearsley Community Schools

8/31/26 10:43 EDT
Date

Peter T. LoFiego

Peter LoFiego, Deputy Superintendent
Kearsley Community Schools

8/31/26 14:17 EDT
Date

Bruce Cantley, KCGMFT President
Kearsley Community Schools

8/31/26 09:32 EDT
Date

Marty Zmiejko, UniServ Director
Michigan Education Association

8/31/26 14:01 EDT
Date