BRANDYWINE COMMUNITY SCHOOLS

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION of
BRANDYWINE COMMUNITY SCHOOLS

AND

THE BRANDYWINE EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION MEA/NEA



2024 – 2027

Table of Contents

Table of Contents 2

AGREEMENT 5

ARTICLE I - PURPOSE AND INTENT 5

ARTICLE II - RECOGNITION 5

ARTICLE III - MANAGEMENT RIGHTS 5

ARTICLE IV - UNION RIGHTS 7

BULLETIN BOARDS 7

USE OF SCHOOL SPACE 7

MEETINGS DURING WORK HOURS 7

OTHER PAYROLL DEDUCTIONS 7

NOTICES TO UNION 8

ARTICLE V - EMPLOYEE RIGHTS 8

EMPLOYEE RIGHTS 8

PHYSICAL ASSAULT 8

COMPLAINT AGAINST EMPLOYEE 8

REVIEW OF PERSONNEL FILE 9

ARTICLE VI - GRIEVANCE PROCEDURE 9

GRIEVANCE DEFINED 9

FIRST STEP - ORAL STAGE 9

SECOND STEP 9

THIRD STEP 9

FOURTH STEP 10

FIFTH STEP 10

TIME LIMITS ____ 11

REGULARLY SCHEDULED WORK DAYS ____ 11

ARTICLE VII - DISCIPLINARY PROCEDURE ____ 11

DISCIPLINARY ACTION ____ 12

ARTICLE VIII - STRIKES AND LOCKOUTS ____ 12

ARTICLE IX - SENIORITY ____ 13

DEFINITIONS ____ 13

PROBATIONARY PERIOD ____ 13

SENIORITY LISTS ____ 13

TERMINATION OF SENIORITY ____ 14

SENIORITY APPLIES TO DRIVING BUSES ONLY ____ 14

ARTICLE X - LAYOFF AND RECALL ____ 14

LAYOFF AND RECALL ____ 14

ARTICLE XI - FILLING VACANCIES ____ 15

Section 1 ____ 15

FILLING VACANCIES ____ 16

TRIAL PERIOD ____ 16

ARTICLE XII - LEAVES OF ABSENCE ____ 16

FUNERAL LEAVE ____ 18

JURY DUTY ____ 18

FAMILY AND MEDICAL LEAVE ____ 18

ARTICLE XIII - WAGES AND HOURS ____ 18

JOB CLASSIFICATIONS AND RATES OF PAY ____ 18

TWO (2) / ONE AND ONE HALF (1.5) HOUR MINIMUM ____ 18

FOOD SERVICE HOURS ____ 19

KITCHEN WORK – OUTSIDE & INSIDE GROUPS ____ 19

BUS DRIVER HOURS ____ 19

TEMPORARY ASSIGNMENTS ____ 20

OVERTIME ____ 20

OVERTIME COMPENSATION ____ 20

INCLEMENT WEATHER ____ 20

MILEAGE RATE ____ 21

BUS DRIVER PROVISIONS ____ 21

REASSIGNMENT OF BUSES ____ 22

TEMPORARY TRANSFERS ____ 22

UNUSUAL DRIVING NEEDS ____ 22

ROUTE ADJUSTMENTS ____ 22

SUMMER DRIVING ____ 22

TRIPS ____ 23

TIME CLOCKS ____ 24

ARTICLE XIV - LEAVE ALLOWANCE ____ 24

ARTICLE XV - HOLIDAYS ____ 25

ARTICLE XVI - SAFETY AND HEALTH ____ 26

PHYSICAL EXAMINATION ____ 26

REPORTING ACCIDENTS ____ 26

SAFETY DEVICES AND EQUIPMENT ____ 26

SAFETY MEETINGS ____ 26

SAFETY ISSUES ____ 27

ARTICLE XVII - GENERAL 27

CONDUCT RULES 27

UNION ACTIVITY PROHIBITED DURING WORK HOURS 27

CURRENT ADDRESS AND TELEPHONE NUMBER 27

SUPERVISOR PERFORMING BARGAINING UNIT WORK 27

TOOLS FOR BARGAINING UNIT EMPLOYEES 27

WORKSHOPS, INSTRUCTION, AND FOOD SHOWS 28

ENTIRE AGREEMENT 28

SAVINGS CLAUSE 28

LICENSING 28

EMERGENCY MANAGER 28

ARTICLE XVIII - DURATION 29

AGREEMENT 29

APPENDIX A 30

HOURLY WAGE RATES 30

LONGEVITY 30

2025-26 30

2026-27 31

SHIFT SCHEDULE 32

EXTENDED PAY OPTION (26 OR 27 PAYS) 32

PURPOSE 32

DEFINITIONS 32

PAYMENT SCHEDULE 33

ADDITIONAL COMPENSATION 33

ADMINISTRATION 33

APPENDIX B 34

MEDICAL, DENTAL, AND VISION INSURANCE (PART-TIME/PART-YEAR EMPLOYEES) 34

AGREEMENT

THIS AGREEMENT is entered into on August 19, 2024, by the **BRANDYWINE COMMUNITY SCHOOLS, BERRIEN AND CASS COUNTIES, MICHIGAN**, (the Employer), and the **BRANDYWINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA**, (the Union).

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, the Union, and the public. Recognizing that the students' well-being is paramount and, among other things, depends on the diligent performance of the required work of the employees who come within the jurisdiction of this Agreement. The Employer and the Union, agree to abide by of this Agreement during its term.

ARTICLE II - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all its regular full-time and regular part-time employees in the Food Service Department and Transportation Department, excluding management personnel and all other employees. The parties will honor their mutual obligation to meet with each other's duly authorized representatives for the purpose of collective bargaining.

ARTICLE III - MANAGEMENT RIGHTS

The District retains all rights, powers, and authority vested in it by the laws and Constitutions of Michigan and the United States. The Board reserves unto itself all rights, powers, and privileges inherent in it or conferred on it from any source; provided, that all the foregoing are limited only by the express provisions of this Agreement and the Public Employment Relations Act, as amended. Rights reserved exclusively by the District shall be exercised exclusively by the District without prior negotiations with the Union either as to taking action under those rights or as to the consequence of the action during the term of this Agreement, including but not limited to the right to:

1. Manage and control the District's business, equipment, and operations and to direct the Employer's work force and affairs.

2. Assign and direct work and start times and schedule all the foregoing, and the right to establish, modify, or change any work or business hours or days, not in conflict with the specific provisions of this Agreement.

3. Direct the work forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including related automation or changes, the institution of new and/or improved methods or changes.

5. Adopt reasonable rules and regulations that do not conflict with this Agreement.

6. Determine the qualifications of employees, including essential job functions.

7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, subdivisions and the relocation or closing of offices, departments, divisions, subdivisions, buildings, or other facilities.

8. Determine the placement of operations, production, services, maintenance, or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any employee rights specifically identified in this Agreement.

11. Determine the policy affecting the selection of new employees, testing, or training of employees based on lawful criteria.

12. Evaluate its employees.

ARTICLE IV - UNION RIGHTS

BULLETIN BOARDS

The Employer will maintain a bulletin board in each kitchen and in the bus garage on which the Union may post notices about official Union business if the notices do not contain defamatory content.

USE OF SCHOOL SPACE

The Union and its members are permitted to use a classroom and any equipment needed for meetings after regular school hours but not later than 10:00 p.m. provided that a request has been received at least forty-eight (48) hours before the start of the meeting. The Union will reimburse the District for any additional costs incurred as a result of its use of the District's facilities.

MEETINGS DURING WORK HOURS

If the Union President or another bargaining unit employee designated by the President is required by the Administration to attend a conference or meeting with the Administration or an Administrative representative, the Union representative shall suffer no loss of pay for that portion of the meeting that takes place during the Union representative's regularly scheduled workhours. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Union release time.

OTHER PAYROLL DEDUCTIONS

The Employer will deduct from the pay of each bargaining unit employee from whom it receives appropriately signed authorizations to do so, and make appropriate remittances, for annuities, credit union, charitable donations, union dues, or any other plans or programs approved by the Employer.

The Union shall indemnify, defend, and hold harmless the Employer, its officers, directors, agents, employees, and representatives from and against any and all claims, demands, suits, losses, liabilities, damages, costs, fees, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Employer's deduction of union dues from employees' wages and the remittance of such dues to the Union, provided that such deduction and remittance are performed in accordance with the terms of this Agreement and any applicable laws.

The Union further agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this provision. This includes, but is not limited to, any claims related to errors in the deduction or

remittance process, provided such errors are not due to the Employer's negligence or willful misconduct.

In the event any legal action is brought against the Employer as a result of its compliance with this clause, the Union shall assume full responsibility for the defense of such action at its own expense, and the Employer shall promptly notify the Union in writing of any such legal action. The Employer shall cooperate fully with the Union in the defense of such action, to the extent required by law.

NOTICES TO UNION

The Employer shall promptly notify the Union President in writing of the names of employees who are hired, laid off, recalled to work after a layoff, or discharged. For the purpose of the time limits specified in Article 6, Section 2 and Article 7, Section 1(a) the delivery of the written notice constitutes knowledge of the action and the time limits shall date from that delivery.

ARTICLE V - EMPLOYEE RIGHTS

EMPLOYEE RIGHTS

Nothing in this Agreement shall be construed to affect any right or obligation any bargaining unit employee may have under the Michigan General School Laws or any other State or Federal laws and regulations.

PHYSICAL ASSAULT

If a bargaining unit employee is physically assaulted during work hours and on the Employer’s premises, the incident shall be reported promptly to the Employer. In any physical assault on a bargaining unit employee, the Employer and the Union at their discretion will render all reasonable assistance to the employee. The Employer will reimburse bargaining unit employees for loss of clothing or personal property (not covered

by insurance) less depreciation or repair when caused through physical assault while on duty. This provision does not apply if the employee is involved in criminal activity.

COMPLAINT AGAINST EMPLOYEE

If a complaint or charge is made by any person or group, not employed by the Employer, against any bargaining unit employee, if the complaint or charge is to be made a part of the employee's personnel record it must be signed by the complainant, delivered to Administration and the employee shall be given full information as to any investigation conducted by the Employer. If the complaint or charge is to precipitate discipline, the Employer will invite the complainant to meet directly with the employee and school officials. If the employee so chooses, he/she may attach his/her explanation or statement in reference to the complaint.

REVIEW OF PERSONNEL FILE

A bargaining unit employee is permitted to review the contents of the employee’s personnel file (excluding initial references) in the presence of a supervisor at reasonable times with notice to the Employer of the employee’s desire to do so at least forty-eight (48) hours in advance. The employee may have a union representative present at the review. The employee may obtain a copy of any records contained in the employee’s personnel file.

ARTICLE VI - GRIEVANCE PROCEDURE

GRIEVANCE DEFINED

A grievance is defined as any dispute about the meaning, interpretation, or application of this Agreement. The purpose of the grievance procedure is to secure equitable solutions to the problems at the lowest possible level.

FIRST STEP - ORAL STAGE

Any employee who believes they have a grievance about the meaning, interpretation, or application of this Agreement shall discuss the same with the immediate supervisor within fifteen (15) regularly scheduled workdays after the occurrence of the event on which the grievance is based. The immediate supervisor shall give the employee an oral answer to the grievance within three (3) regularly scheduled workdays after the discussion. If the grievance is not satisfactorily resolved in this manner, it shall be processed in accordance with the following steps.

SECOND STEP

The grievance must be reduced to writing, state the facts on which it is based, indicate when and where the alleged violation occurred, identify the Agreement section(s) which allegedly were violated, and be signed by the employee(s) filing the grievance, or Union representative, and presented to the employee's immediate supervisor within five (5) regularly scheduled workdays after the oral stage answer. The supervisor shall give a written answer to the grievance within five (5) regularly scheduled workdays after receipt of the grievance.

THIRD STEP

If the grievance is not satisfactorily settled at the second step and the employee or the Union desires to appeal to the third step, the employee or the Union must state in writing why the second step answer was not acceptable and must present the grievance to the Assistant Superintendent of Finance and Operations or other designee within five (5) regularly-scheduled workdays after the supervisor gave the employee the written second step answer. The Assistant Superintendent of Finance and Operations or other designee shall meet with all parties involved within five (5) regularly scheduled workdays. The Assistant Superintendent of Finance and Operations or other designee shall give a written third step answer to the Union Representative within five (5) regularly scheduled workdays after the meeting. If the answer is mutually satisfactory, the Union Representative shall so indicate on the grievance form and sign two (2) copies of the settled grievance with one (1) copy retained by the Union and one (1) copy delivered to the Assistant Superintendent of Finance and Operations or other designee within two (2) days of receiving the written response.

FOURTH STEP

If the grievance is not satisfactorily settled at the third step and the employee or the Union desires to appeal it to the fourth step, the employee or the Union must state in writing why the third step answer was not acceptable and must present the grievance to the Superintendent within five (5) regularly scheduled workdays after the Superintendent's designee gave the employee the written third step answer.

The Superintendent shall meet with all parties involved within five (5) regularly scheduled workdays. The Superintendent shall give a written fourth step answer to the Union Representative within five (5) regularly scheduled workdays after the meeting. If the answer is mutually satisfactory, the Association Representative shall note so on the grievance form and sign two copies of the settled grievance with one copy retained by the Union and one copy delivered to the Superintendent within two (2) days of receiving the written response.

FIFTH STEP

If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to submit the grievance to arbitration by the Michigan Employment Relations Commission, provided, the submission is made within twenty (20) calendar days after receipt by the Union of the Employer's fourth step answer. If the grievance has not been submitted to arbitration within twenty (20) calendar days, it shall be considered null and void.

1. The arbitrator has authority to add to, subtract from, change, or modify any provision of this Agreement and is limited to the interpretation and application of the Agreement's specific provisions.

2. This Agreement shall not be construed to limit the arbitrator's authority to sustain, reverse, or modify any alleged unjust discipline or discharge that may reach this step of the grievance procedure if they are of the opinion that justice will be best served by so doing.

3. The arbitrator shall conduct all proceedings in accordance with the rules set forth by the Michigan Employment Relations Commission.

4. The arbitrator’s decision is final and binding on the parties.

5. The arbitrator’s expenses and fees shall be paid by the non-prevailing party. Any cancellation fees incurred before the arbitration begins shall be equally shared between the parties.

This arbitration procedure is the exclusive and only method available to the Union or the employees to adjudicateany issue that may arise between the parties as to the meaning, interpretation, or application of this Agreement.

TIME LIMITS

Grievances which are not appealed within the specified time limits are considered as withdrawn from the grievance procedure by the Union. If the Employer fails to answer a grievance within the specified time limits, the grievance shall automatically be referred to the next higher step in the grievance procedure, except to the arbitration level.

The time limits specified in the grievance procedure may be extended by written agreement of the Union and the Employer.

REGULARLY SCHEDULED WORK DAYS

The words “regularly scheduled workdays” shall mean those days which are scheduled for work between Monday and Friday, excluding holidays.

The Employer recognizes up to six (6) stewards designated by the Union. Normally, the designated stewards will not suffer a loss in pay or benefits for reasonable time spent while processing grievances at the first or second level of the grievance procedure. Evaluations and/or evaluation procedures are not subject to the grievance procedure. Evaluations are not considered discipline nor will they be used for disciplinary purposes by themselves. Evaluations may be used in support of disciplinary action and disciplinary observations may be made not as evaluations but as direct disciplinary action. In signing an evaluation, the employee acknowledges receipt and not necessarily concurrence with the evaluation. If the

employee objects to an evaluation, they may state the objections in writing and attach them to the evaluation to be placed in the personnel file.

ARTICLE VII - DISCIPLINARY PROCEDURE

No non-probationary employee shall be disciplined (including warnings, reprimands, suspensions, demotions, or other action of a disciplinary nature) for a reason that is neither arbitrary or capricious. Any discipline of non-probationary employees, except oral reprimands, are subject to the grievance procedure. The specific grounds forming the basis for disciplinary action, excluding verbal warnings, will be made available to the employee and the Union in writing.

An employee who is discharged may file a grievance. contesting the discharge, provided a written grievance is presented to the supervisor or official who initially processed the termination within five (5) regularly scheduled workdays after the discharge. The grievance shall start at the second step of the grievance procedure.

If it is decided that the employee was unjustly discharged in violation of the Agreement, the Employer shall reinstate the employee according to the grievance resolution. Any back pay, if awarded, will be reduced by an amount equal to the employee’s earnings during the discharge period from any employer in excess of the earnings level before the discharge as well as the amount of any disability or unemployment compensation received by the employee during the discharge period.

DISCIPLINARY ACTION

Any disciplinary action against an employee shall be taken in accordance with the following guidelines, namely:

The employee shall be advised as to the specific violation(s) for which disciplinary action is to be taken and shall be provided with all necessary information forming the basis of the action.

The Employer shall advise the employee that the employee has a right to have a Union representative present at any conference or meeting investigating possible discipline and at a formal conference at which an employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until the representative can be present. The Employer is not restricted from taking necessary action to protect the rights of students or other persons pending the formal conference, which is defined as one that has been pre-arranged.

ARTICLE VIII - STRIKES AND LOCKOUTS

During the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike. The Employer, during the same period, will not implement a lockout.

Individual employees, groups of employees, or steward who, during the life of this Agreement, instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined or discharged in the Employer’s sole discretion. The question as to whether an employee's conduct is proscribed by this section may be processed through the grievance procedure starting at Step Four, provided a written grievance is presented to the Superintendent within five (5) regularly scheduled workdays after the employee was disciplined or discharged.

ARTICLE IX - SENIORITY

DEFINITIONS

Seniority is defined as an employee's length of continuous service with the employer which dates from their most recent hire date in the Food Service Department or Transportation Department. "Most recent hire date” is the date the employee begins their first work assignment in the classification for which the employee has not quit or been discharged. Absence from work due to illness, accident, leave of absence, or layoff does not constitute a break in continuous service except as otherwise provided.

PROBATIONARY PERIOD

All new or rehired employees are probationary employees during the first thirty (30) workdays of employment since their most recent hire date. The thirty (30) workdays' probationary period shall be extended by the additional number of days necessary to make up for days missed through the employee's absence and/or school vacation days. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new or rehired employee and determine whether the employee has the ability, work habits, and other attributes required to become a permanent employee.

During the probationary period, the employee has no seniority status and may be laid off or dismissed from employment in the Employer’s sole discretion and without regard to length of service.

On satisfactorily completing the probationary period, the employee's name shall be added to the seniority list as of the most recent hire date. "Hire date" is the date the employee first reported for work in a classification in the Food Service Department or Transportation Department pursuant to instructions from the Employer. The seniority list in effect on June 30, 2001 applies to all then-current seniority employees. The Agreement’s procedures govern the additions to the list of employees completing their probationary periods on or after July 1, 1997.

At the Employer’s discretion, employees who are hired may be credited with all or any portion of their prior service time with the Employer for pay purposes; however, their seniority date is the date of their most recent hire.

If a casual or substitute employee becomes a full-time employee and has worked for forty (40) continuous days in the classification to which they are hired, the time worked shall count towards their probationary period.

SENIORITY LISTS

The Employer shall maintain seniority lists by classification, department, and unit-wide seniority. The seniority lists shall be prepared semi-annually, a copy of which will be posted on the bulletin board in the employee break rooms in each building by October 1st and March 1st of each year. Any objection to the dates shown on either seniority listsmust be

registered with the Employer within thirty (30) calendar days after the list is posted. The Union President may review, upon request, the seniority list retained in the Business Office.

If two (2) or more employees have the same most recent hire date, their names shall appear on the seniority list alphabetically by the first letter of their surnames when hired. If two (2) or more such employees have the same surname, the same procedure will be used with their given names.

TERMINATION OF SENIORITY

An employee's seniority shall terminate:

If the employee quits, retires, or is discharged.

If a laid-off employee does not notify the Employer within forty-eight (48) hours after receipt of the recall notice of the intent to return to work and does not return to work within five (5) regularly scheduled workdays after receipt of the recall notice.

If the employee is laid off for over two (2) years.

SENIORITY APPLIES TO DRIVING BUSES ONLY

The Agreement’s seniority provisions apply to the driving of school buses. Seniority provisions do not apply to the driving of station wagons, passenger vans, or comparable vehicles; however, if a vehicle other than a bus is assigned a normal daily route, the driver is a bargaining unit employee.

ARTICLE X - LAYOFF AND RECALL

LAYOFF AND RECALL

A layoff is defined as a reduction in the number of employees that results in a current employee being displaced from total employment with the District.

When it becomes necessary to layoff employees within a classification, probationary employees shall be the first laid off; provided there are employees with seniority who are available and have the present ability to satisfactorily perform the work without training. If a further reduction within a classification is necessary, the employee with the least seniority within that classification shall be laid off next; provided, always, the remaining employees are available and have the then-present ability to satisfactorily perform the work without training.

The employee with the least seniority within a classification who is laid off shall have the opportunity to exercise their seniority within their department to bump, provided**:**

1. An employee is qualified as determined by the Employer;

2. An employee does not have the right to exercise seniority between departments (no cross bumping);

3. An employee shall not exercise seniority to bump into a higher paying classification within a department unless the employee has satisfactorily performed in the higher paying classification previously.

Classification is defined as pay level classifications within a department and department is defined as:

Food Service

Transportation

At his/her option, a laid-off employee, upon written application, shall be granted priority status on the substitute list for that classification from which the employee has been laid off. By submitting the application, the employee certifies his/her continuing availability for the classification’s substitute positions. If not so available, the employee's name may be removed from the list.

Laid-off employees shall be recalled in reverse order of layoff to those positions for which they are qualified, as determined by the Employer.

When an employee is reduced below eligibility of their current benefits level, then the reduction will be done by seniority within the classification.

Notices of recall shall be sent by certified or registered mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report to work. It is the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall have at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. An employee who declines recall to perform work for which he/she is qualified or fails to report within this time shall be deemed to have resigned and shall forfeit his/her seniority rights.

ARTICLE XI - FILLING VACANCIES

Section 1

A vacancy is defined as a newly-created position or a present position that is not filled due to the death, resignation, retirement, or discharge of the incumbent employee and that the Employer intends to fill.

Notice of all vacancies and newly created positions in the bargaining unit shall be posted within five (5) days in a conspicuous place in each District building in which bargaining unit employees are employed. During the school year, vacancies shall be posted for six (6) workdays. During the summer break, vacancies in the Food Service Department and Bus Driver Classification shall be posted until August 1. Copies of all vacancy postings during the summer break shall be sent to one (1) person designated by the Union to receive such notices in each department, and to all employees who have filed a written request to be notified of a vacancy in each department. Substitutes may be used, if necessary, during the posting period but have no prior claim to filling the vacancy. Postings shall contain the following information:

Possible start date

Expected hours to be worked

Classification

Interested employees may apply in writing to the Superintendent or designee, within the posting period provided.

All bargaining unit vacancies shall be awarded within thirty (30) days after the posting period has expired; provided, qualified applicants are available. The Employer reserves the right to reconsider the elimination of positions until positions are awarded.

FILLING VACANCIES

Vacancies shall be filled based on the candidate’s ability as determined by Board and seniority. The position shall be awarded to the most senior employee within the classification who has the qualifications and skills necessary to perform the duties of the vacant position as determined by the Employer. If the vacancy is not filled by bidding, the Employer has the right to employ a new hire.

TRIAL PERIOD

If a bargaining unit employee is selected to fill a position in another classification, they shall be granted a trial period of thirty (30) workdays. The employee must demonstrate the ability to perform satisfactorily in the job.

If the employee fails to perform satisfactorily in the new classification or position during the trial period or provides written notice to the Employer of a desire to return to the former position, the employee shall be returned to the former position and pay rate without loss of seniority.

The employee shall receive during the trial period the pay rate designated for the new classification or position.

ARTICLE XII - LEAVES OF ABSENCE

The Employer may grant a leave of absence not to exceed thirty (30) calendar days for personal reasons without pay and without loss of seniority to an employee who has completed the probationary period provided, if in the Employer’s judgment, the employee can be spared from their work. The leave may be extended only upon joint agreement between the Union and the Employer. Upon conclusion of the leave, the employee is entitled to return to work immediately to the job assignment he/she occupied at the leave’s start provided the employee is then still qualified and has the then-present ability to satisfactorily perform the required work as determined by the Employer. If the employee does not possess the then-present ability to perform the required work, then the employee who has been on leave must await an opening to which his/her seniority will entitle the employee and for which the employee has the then-present ability to satisfactorily perform.

A leave of absence to seek or take employment elsewhere or to fulfill work assignments, with any other employer or to enter into business for one's self will not be granted. An employee who, while on leave of absence under this Article, engages in that activity will be dismissed from employment.

Any leave of absence referred to in this Article over five (5) regularly scheduled workdays must be applied for in writing by the affected employee. If the leave is granted, the Union will receive prompt written notice.

An employee who because of their own illness or disability is unable to report for work or who because of the illness or disability is unable to regularly and/or safely perform the requirements of a job classification, upon request shall receive a leave of absence without pay and without loss of seniority for a period not to exceed one (1) year. The employee must promptly notify the Employer of the leave's necessity and furnish the Employer with a certificate from a medical doctor of the necessity for the absence and its continuation, when requested by the Employer. If the employee demonstrates that illness or disability does not permit the employee to regularly and/or safely perform the job requirements of a job classification, the employee shall receive the leave of absence as of the date that the inability to do so has been demonstrated to the Employer. The Union will be notified of the leave of absence. The Employer may require documentation from the employee's medical doctor certifying the employee's fitness to return to work and perform the essential job functions before permitting the employee to return. The leave may be extended at the Superintendent's discretion at least thirty (30) days before the expiration of the initial leave.

A regular full-time or regular part-time employee returning from leave shall be returned to the job assignment he/she occupied at the leave's start; provided the job assignment still exists, the returning employee is still then-qualified, and the returning employee has the then-present ability to satisfactorily perform the required work. If the employee returns and the job assignment no longer exists, the employee has the right to assume a position to which his/her seniority and classification entitles him/her regardless of whether the displaced employee is full or part-time. The employee displaced has the same rights. If the employee returning from leave does not possess the then-present ability to perform the required work, then the employee may request an extension of up to one (1) additional year to obtain the ability to perform the job. If the employee does not return from leave after one (1) additional year, then his/her employment shall be terminated.

FUNERAL LEAVE

Employees shall receive pay for up to five (5) days due to a death in their immediate family at the employee's regular hourly pay rate multiplied by the employee's regularly scheduled workhours per day. The payment shall not apply for any day on which the employee for any other reason would not have worked.

For purposes of this provision, "immediate family" is defined as the employee's spouse, parent, step-parent, sibling, child, stepchild, parent-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of an employee, or any other family member who lives in the employee's home.

The five (5) funeral days shall be taken contiguous with or inclusive of the funeral. To be eligible for funeral pay the employee must attend the funeral.

JURY DUTY

For each day an employee performs jury duty and is not available for scheduled to work, they shall be paid the difference between what the daily jury fee received from the Court and what they would have earned from their regular scheduled work in the District on that day. Meal and mileage allotments are not part of jury duty fees.

To receive this payment, an employee must give the Employer prior notice that he/she has been summoned for jury duty, must furnish satisfactory evidence that he/she performed the duty, as well as documentation of the amount of money received for the duty, The employee shall promptly return to work each day when released from jury duty unless the release is not in time to permit to return to work two (2) or more hours before the end of the employee's normal work hours that day.

FAMILY AND MEDICAL LEAVE

An eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by the Federal Family and Medical Leave Act.

ARTICLE XIII - WAGES AND HOURS

JOB CLASSIFICATIONS AND RATES OF PAY

The job classifications, departments, and applicable pay rates in Appendix A remain in effect for the duration of this Agreement.

TWO (2) / ONE AND ONE HALF (1.5) HOUR MINIMUM

Any food service employee called into work outside the normal work hours or reporting to work as scheduled and sent home for lack of work shall receive a minimum of two (2) hours pay.

FOOD SERVICE HOURS

The normal work hours for food service employees will vary as determined by the Employer. The Employer has the right to alter the number of employees and hours worked in any food service unit.

The start time for food service employees within the unit is determined by the Food Service Director.

No food service employee is permitted to work more hours per day than those for which they are scheduled without specific permission from the Food Service Director.

Food service employees, on those days when they are scheduled to work five (5) or more hours, are entitled to an unpaid thirty (30) minute lunch break period which must be taken at a time when it will not interfere with the preparation or serving of foods to students. Food service employees scheduled to work less than five (5) hours are not entitled to a lunch break.

During the normal work period , food service employees who are scheduled to work more than three (3) hours may take up to fifteen (15) minutes of break time provided that the break time does not interfere with the performance of their work.

KITCHEN WORK – OUTSIDE & INSIDE GROUPS

Whenever an outside or inside group has reserved for intended use kitchen equipment or utensils, a food service employee shall be retained and required to assist the group on a rotation basis. The job will be offered to the head cook first and then offered, on a rotation basis, to a food service employee who is qualified for the correct use of kitchen facilities.

Employees retained for this duty shall be compensated at an hourly rate equal to the normal hourly rate for head cook. The Employer will offer this work to qualified kitchen employees on a rotation basis within each building.

If a second person is needed for the job, that person will be retained and required to assist the group on a rotation basis within each building. The employee retained for the duty shall be compensated at an hourly rate equal to the normal hourly rate for cook’s helper.

BUS DRIVER HOURS

The normal work year for bus drivers shall be according to the scheduled student attendance days in the school calendar as established by the Board. On days when school is closed due to an Act of God and which are not able to be counted as days of student instruction for purposes of state aid, bus drivers need not report and will receive no pay.

Whenever a driver is at an event and is required to supervise students on their bus, they will be paid drive time for that period of supervision.

TEMPORARY ASSIGNMENTS

Whenever an employee is assigned temporarily to fill a vacancy in a position which normally yields a higher pay rate, the employee shall receive the higher pay rate for the number of hours worked in the temporary vacancy, with no loss of benefits.

Whenever an employee is assigned temporarily to fill a vacancy in a position which normally yields a lower pay rate, the employee shall receive his/her regular pay rate for the number of hours worked in the temporary vacancy with no loss of benefits.

OVERTIME

When overtime, other than weekend security check assignments, is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. If the Employer notifies an employee at or before the end of their regular shift on the preceding regularly scheduled workday before the overtime is to be worked, the Employer has the right to require the employee to work a reasonable amount of overtime. If the Employer does not give this advance notice , then the overtime work shall be voluntary unless the employee indicates they will work the overtime. If so, the employee is required to do so as if timely advance notice had been received. If the need for overtime arises in a manner that it is impossible to give advance notice, then, if there are no volunteers or an insufficient number of volunteers to perform the required work, the Employer has the right to assign the employee(s) with the least seniority who have the ability to satisfactorily perform the work, which employee(s) shall be required to work the overtime.

Overtime work shall be as scheduled by the Employer, and, except in an emergency, must be authorized by the Employer in advance.

OVERTIME COMPENSATION

An employee is entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for hours worked in excess of forty (40) hours during a work week, provided that for purposes of computation all hours paid as a result of negotiated benefits during a regular work week are deemed hours worked.

INCLEMENT WEATHER

Food service employees and bus drivers do not have to report to work and will receive their normal pay rate for the first five (5) days of the school year on which schools are closed due to an Act of God, and which can be counted as a day of student instruction for the purpose of State school aid. For any additional day that schools are closed due to an Act of God, and which can be counted as a day of student instruction for the purpose of State

school aid, food service employees and bus drivers do not have to report to work, and will receive no pay for those days. Days on which schools are closed due to an Act of God and which are not able to be counted as days of student instruction for the purpose of State school aid, food service employees and bus drivers need not report to work and will receive no pay until those days are made up later in the school year. If food service employees or bus drivers accept an invitation from their supervisor to work on a non-paid Act of God day, they will receive their normal daily rate.

MILEAGE RATE

The Employer shall pay mileage at the Board-approved rate per mile to employees who are required to use their own vehicle, because no school vehicle is available in the performance of work on behalf of the Employer. A request for mileage payment, when applicable, must be made on a form provided by the Employer during the pay period in which use occurred.

BUS DRIVER PROVISIONS

The Employer shall determine which buses will normally be assigned to which routes two (2) weeks before the start of each school year. The Employer will present to the Union a list of routes to be covered, indicating the bus which the Employer anticipates will normally be assigned to each run and the expected time required to run the routes.

A regular route that is canceled or altered by thirty (30) minutes or more shall be reposted. The displaced driver may select a route of a less senior driver only if the displaced driver would gain thirty (30) minutes or more from the current reposted position. At that time the employee(s) is entitled to exercise seniority for route preference.

No employee shall have an aggregate assignment of greater than eight (8) hours and no driver shall be awarded more than one midday, noon, or academic after-school run for longer than four (4) weeks until all interested drivers have one (1) such run assigned to them. This includes any after-school academic run that is added at any time during the school year and is longer than four (4) weeks.

During the school year, when a permanent vacancy occurs on any route, employees may exercise their seniority in bidding for the vacancy. The vacancy shall be assigned to the bidding employee with the most seniority who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work without training.

The Employer reserves the right to disqualify a bidding employee or switch driver assignments at any time when, in the Employer's judgment, the safety or welfare of students require such action. If the employee believes that disqualification of assignment switching was for an arbitrary or capricious reason, the grievance procedure may be invoked.

REASSIGNMENT OF BUSES

The Employer reserves the right to reassign buses to other routes when, in the Employer’s judgment, the equipment or service of students is better served.

TEMPORARY TRANSFERS

The Employer has the right to temporarily transfer drivers from one route to another when, due to absenteeism or any other reason, it is necessary to readjust assignments to properly provide transportation for students. If an employee is temporarily transferred for the convenience of the Employer under this subsection to a route that involves less hours of work than the route from which he/she was transferred, the employee shall suffer no reduction in pay due to the temporary transfer.

UNUSUAL DRIVING NEEDS

For an emergency or whenever for a temporary time there are insufficient qualified drivers readily available to properly handle all driving assignments, the Employer may cover the assignment(s) with non-bargaining unit employees, supervisors, or any other means available.

ROUTE ADJUSTMENTS

On occasion it may be necessary in the interest of efficient operations for the Employer to schedule a hybrid run serving both special education and regular education students and/or taking runs together, the aggregate run time may or may not exceed the two (2) hour minimum paid run time for the driver's base run.

Any contractual provision to the contrary notwithstanding, the Employer may schedule the hybrid or tacked runs, provided that a driver will be paid for actual run time at his/her regular hourly rate plus an amount equivalent to one-half (1/2) of the actual non-driving time within the two (2) hour minimum, paid run time for the driver's base run, but not less than twenty (20) minutes.

SUMMER DRIVING

Trips during the summer period shall be given to the drivers with the most seniority, on a rotation basis, who are qualified and have the then-present ability and physical fitness to satisfactorily perform the assignments without training.

Summer routes will be assigned annually by seniority as they become available with no more than one (1) route per summer assigned to one (1) driver. If a route becomes available after a driver has accepted a route, that driver has the option of choosing the new route.

TRIPS

If a driver is scheduled to make a trip which is canceled within one (1) hour before the departure time, the driver shall receive one (1) hour pay for the trip or shall receive pay for regularly scheduled trip at the driver’s regular hourly rate, whichever is greater. If a trip is canceled after the time for the start of the trip, the driver shall receive pay for one-half the actual time posted on the trip sheet or two (2) hours at the regular hourly rate, whichever is greater. The opportunity for bus drivers to make trips (e.g., field trips, sports events, etc.) shall be offered on a rotation basis to those employees who are qualified, who have the then present ability and physical fitness to satisfactorily perform the work required without training, and who are available. To fairly allocate available work only, the refusal to accept the assignment shall be considered as if the employee had accepted the same.

Trips will be posted forty-eight (48) hours in advance and assigned one (1) day in advance or if received late will be posted on the emergency board. Trips scheduled to occur on a Monday shall be posted no later than noon on the preceding Thursday. Emergency runs need not be posted. Emergency runs are defined as trips that come in less than 48 hours before a run takes place.

Drivers shall be offered substitute driving assignments on a rotational basis before any other substitutes are used on an extended absence where the driver is out more than three (3) consecutive days.

Overnight trips shall be offered to the most senior driver first without being charged on the board. Overnight trips shall be paid drive time until 11:00 p.m. the first day. Then there are eight (8) hours of sleep and then back on the clock at regular pay. Meals for overnight trips shall be paid up to $15 for dinner. There will be a $10.00 meal allowance before 3:00 p.m.

If a field trip of three (3) hours or more runs through a mealtime a maximum of $10.00 will be allowed.

A driver who is assigned a posted extra trip in accordance with the above procedures will be notified as soon as reasonably possible either in person, by radio, or telephone. If unable to speak directly to the driver, the assignment notice will be given in writing and placed in the driver’s mailbox.

After-school academic runs that last more than four weeks are not considered a trip. All trips will be listed as follows:

Day Trips

Night Trips

Emergency Trips

Academic Runs (Andrews, etc.)

Non-School Day Trips (school year only)

Day trips are trips that begin before the afternoon run. Night trips are trips that begin after the afternoon run begins. Emergency trips are all trips that are not posted within 48 hours before departure. All boards will be bid on a rotation basis by seniority. Special events, such as overnight trips, will be awarded by seniority.

TIME CLOCKS

The District retains the right to require the use of time clocks in any department or area upon posting seven (7) calendar days' advance notice.

ARTICLE XIV - LEAVE ALLOWANCE

As of July 1 of each year employees shall be credited with (1) day of sick leave allowance for each month the employee is scheduled to work to be used for absences caused by illness or disability. Each sick day accumulated shall equal no more hours than that which the employee normally is assigned. School-year employees shall have ten (10) days a year.

Transportation employees shall receive ten (10) sick leave days a year.

The unused portion of sick leave days shall accumulate from year to year up to one hundred seventy (70) days. Once an employee finishes the Employer's fiscal year with more than sixty (60) days of accumulated sick leave, the employee may be paid one-half (1/2) of their regular daily rate for each sick leave day over sixty (60). Once an employee finishes the employer's fiscal year with more than seventy (70) days, the employee shall be paid one-half (1/2) of their regular daily rate for each sick leave day not used in the year it was earned. This payment will be made within two (2) pay periods after the end of the Employer's fiscal year. These payments do not reduce accumulated sick leave.

An eligible employee, subject to this Article, is entitled to receive paid sick leave from (and to the extent of) the unused accumulated paid sick leave credits when necessary for the employee to be absent from duty due to an illness, injury, or other disability:

1. which is non compensable under the Michigan Workers' Compensation Act,

2. which is compensable under the Michigan Worker’s Compensation Act. In such a case, the paid sick leave credits will be applied in a manner as to pay the difference between the compensation received under the Act and the employee's regular pay rate , to the extent that the unused paid sick leave days will permit.

The employee is permitted to take two (2) days of personal business leave each year, which days shall be deducted from their unused paid sick leave days. Personal business means an activity which requires the employee's presence during the workday and which cannot be attended to other than during work hours. Except in unusual circumstances personal time absence with pay is not permitted immediately before or after a holiday or vacation period. The employee need not disclose the specific reason for use of the personal with the request, but use of personal leave must comply with the Agreement for personal leave use. Advance approval from a supervisor is required.

Employees may use accumulated sick leave days for illness in the immediate family, defined as the employee's spouse, child, parent, step-parent, step-child.

When an employee is away from work due to illness or injury as for three (3) or more consecutive workdays or exhibits a pattern of absenteeism, the Employer reserves the right to require the employee to obtain medical verification of illness or injury. The Employer also reserves the right to require an employee to obtain medical verification, at the Employer's expense of the employee's fitness to do this work..

Employees who have submitted a medical verification of illness or injury shall be considered unable to report for work for all dates indicated on that verification. Abuse of sick leave is a serious offense, and it constitutes an appropriate basis for disciplinary action.

There shall be no compensation for unused sick leave when an employee resigns, retires, or employment is terminated except for the following:

Employees who meet all the following requirements shall be paid the following for unused sick days up to a maximum of sixty (60) days.

Must retire under the Michigan Public Schools Employee Retirement System

Must notify the District by May 1 of their retirement at the end of the school year

1-60 Unused Sick Days $50 per day

ARTICLE XV - HOLIDAYS

Employees who are regularly assigned to less than a forty (40) hour work week shall receive holiday pay for New Year’s Eve, New Year's Day, Memorial Day, Thanksgiving Day, day following Thanksgiving, Christmas Eve, Christmas Day, the day after Christmas, and a half day on Good Friday should it not fall during spring break, subject to the qualifying conditions set forth in this Article. Employees will receive holiday pay for the Friday before Labor Day and Labor Day provided the students are in session prior. Pay for holidays shall be the employee's regular hourly rate of pay multiplied by the employee's regularly scheduled work hours per day.

To qualify for holiday pay the employee must be a permanent employee at the time the holiday occurs, must have worked all hours the employee’s department was scheduled to work on the last regularly scheduled workday before the holiday, and all hours the department was scheduled to work on the first regularly-scheduled workday after the holiday:

1. unless such the day(s) occur during the scheduled vacation,

2. unless the absence on the day(s) was due to illness or injury, the start of which occurred within five (5) regularly-scheduled workdays before the holiday or on the first regularly-scheduled work day after the holiday, the necessity for which absence must be demonstrated to the Employer’s satisfaction,

3. unless the absence was due to the death of a member of the employee's immediate family which occurred within three (3) regularly-scheduled workdays immediately before the holiday or on the first regularly-scheduled workday after the holiday, or (4) unless the employee had received a written

excuse in writing from the immediate supervisor before the employee's absence on either or both days.

After completing the probationary period, employees shall be paid for all holidays that they would have been entitled to as if they had been a permanent non-probationary employee.

ARTICLE XVI - SAFETY AND HEALTH

PHYSICAL EXAMINATION

As a condition of employment all employees may be required to satisfactorily pass a pre-employment physical examination and, following employment may be required to satisfactorily pass a physical examination given by a physician designated by the Employer. The examination shall be at the Employer's expense.

REPORTING ACCIDENTS

Employees must immediately report to the supervisor all accidents or injuries sustained by student(s) or themselves or in which the vehicle entrusted to them is involved irrespective of how minor the accident may appear to be. Employees are required to complete a report form made available by the Employer.

SAFETY DEVICES AND EQUIPMENT

The Employer shall make reasonable provisions for the safety and health of its employees while performing duties during the hours of employment and shall furnish protective devices or equipment as is reasonably required. Every employee shall observe all safety rules and shall use required safety devices or equipment. Any infraction of any safety rule or failure to use safety devices or equipment shall subject the employee to disciplinary action including discharge.

SAFETY MEETINGS

Periodically, the Employer will hold meetings for employees when in its judgment training in safety-related procedures is required. Employees are required to attend those meetings if they received two (2) regularly-scheduled workdays advance notice. Employees will be paid their regular hourly pay rate for time spent in such meetings.

SAFETY ISSUES

An employee who has a safety-related concern arising from the assignment shall inform the immediate supervisor. If the matter cannot be resolved by mutual agreement of the supervisor and the employee, it shall be referred to a "Joint Safety Committee" comprised of not more than three (3) persons from the bargaining unit and three (3) persons representing the Employer.

The Board shall pay the cost of mandated criminal record check requirements for all employees employed as of this Agreement’s ratification date.

ARTICLE XVII - GENERAL

CONDUCT RULES

The Employer has the right to establish reasonable conduct rules of and change or add those rules as, in its judgment, the need arises. After advising the employees and the Union of the rules, employees are required to comply. Any claim by an employee or the Union that a conduct rule violates this Agreement may be processed through the grievance procedure.

UNION ACTIVITY PROHIBITED DURING WORK HOURS

Except as expressly provided for in this labor agreement, employees are not permitted to engage in union activity during their work hours.

CURRENT ADDRESS AND TELEPHONE NUMBER

Employees are required to keep their current address and telephone number on record with the Employer. Employees who fail to keep their current address and telephone number on record with the Employer or who do not have a telephone have no claim against the Employer for failure to give notice required or anticipated by this Agreement.

SUPERVISOR PERFORMING BARGAINING UNIT WORK

Nothing in this Agreement precludes supervisory or administrative personnel from performing bargaining unit work when in the Employer's judgment, it is necessary to do so.

TOOLS FOR BARGAINING UNIT EMPLOYEES

The Board will provide the tools necessary for employees to perform their required work. These tools remain Board property and as with all school supplies and equipment shall not be removed from District premises or used for personal use without the Supervisor’s written authorization.

WORKSHOPS, INSTRUCTION, AND FOOD SHOWS

Employees who are required to attend an educational workshop, school of instruction, or food show shall be paid their hourly pay rate for the time spent while attending the activity, plus mileage per Article 13, Section 11. Bus drivers will be paid at their regular driving rate for CDL workshops and all other training. All workshops or school of instruction must be

approved in advance by the supervisor. The Board will pay for all licensing or certification fees which are required of an employee in the performance of their work.

ENTIRE AGREEMENT

No agreement or understanding contrary to this Agreement, nor any alteration, variation, waiver, or modification of any of its terms or conditions is binding on the parties unless the agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties and ratified by the Union. This Agreement constitutes the sole and entire agreement between the parties and cancels and supersedes any other agreements, understanding, and arrangement.

SAVINGS CLAUSE

If, during the life of this Agreement, any provision is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision is restrained by the tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected. If any provision is rendered invalid, on written request by either party, the Employer and the Union shall enter into collective bargaining to negotiate a mutually satisfactory replacement for the provision.

LICENSING

Each employee is responsible to meet the qualifications for any license required for the performance of their job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment. The Employer shall reimburse employees for the cost of the license except that the Employer will not pay any "late" fees.

EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541, has the power to reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE XVIII - DURATION

This Agreement is effective upon ratification, its terms shall remain in effect through the 30th day of June, 2027, and from year to year thereafter unless either party notifies the other in writing at least sixty (60) calendar days before the automatic renewal period of its intention to seek to amend, modify, or terminate the Agreement.

AGREEMENT

THIS AGREEMENT is entered into on September 8, 2025, by and between the **BRANDYWINE COMMUNITY SCHOOLS, BERRIEN AND CASS COUNTIES, MICHIGAN**, (Employer), and the **BRANDYWINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION / MEA / NEA**, (Union).

Signed in Niles, Michigan this 8th day of September, 2025.

BRANDYWINE EDUCATIONAL

SUPPORT PERSONNEL

ASSOCIATION MEA/NEA

BRANDYWINE COMMUNITY SCHOOLS

Karen Simek Tim Walsh

_____ _____

President | Superintendent

Negotiator | Board President

APPENDIX A

HOURLY WAGE RATES

For the 2025-2026 and 2026-2027 school years, Food Service Department and Transportation Department employees will receive wages as follows:

2025-26 Wage Scale

Tier	Monitor	Helper	Assistant	Head	Bus Driver
1-5	$14.15	$16.85	$18.65	$20.85	$21.65
6-10	$14.55	$17.35	$19.20	$21.45	$22.30
11+	$15.20	$18.10	$20.00	$22.35	$23.25

2026-27 Wage Scale

Tier	Monitor	Helper	Assistant	Head	Bus Driver
1-5	$14.60	$17.40	$19.25	$21.50	$22.30
6-10	$15.00	$17.90	$19.80	$22.10	$22.95
11+	$15.65	$18.65	$20.60	$23.00	$23.90

Garage Assistant $19.10

Special Trips Regular Rate plus $.20

Any Food Service employee working to prepare and serve any meals outside of regular school meals for students shall be paid at one and a half (1.5) times their hourly rate.

LONGEVITY

Any employee who has worked for the Employer for at least two (2) years will receive a once-annual (end-of-the-year) stipend for longevity as follows:

2025-26

Years 2-5 $200

Years 6-10 $600

Years 11-15 $800

Years 16-20 $1050

Years 21+ $1,300

2026-27

Years 2-5 $200

Years 6-10 $750

Years 11-15 $950

Years 16-20 $1,200

Years 21+ $1,450

*All bus drivers will receive a two and a half (2.5) hour minimum per run. Mid-day runs will have a one (1) hour minimum.

The two and a half hour minimum is tie barred to trip assignments. The parties agree to the following provisions regarding the assignment of trips:

1. Trip Selection Process

- Bargaining unit members shall continue to select trips through the normal selection process as outlined in current practice and/or contract language.

2. Unselected Trips

- In the event that any trip remains unselected after the normal process, the District reserves the right to assign the trip in accordance with the procedure outlined below.

3. Assignment Procedure for Unselected Trips

- The District will assign the trip beginning with the least senior available bargaining unit member. Available, in this case, shall be defined as “not on an approved leave, or otherwise assigned to a trip.”

- For the next occurrence, the District will assign the trip to the least senior available bargaining unit member who has not yet been assigned a trip.

- This process will continue, moving up the seniority list, until each member of the unit has been assigned a trip.

- Once all members have been assigned a trip under this process, the assignment procedure will begin again with the least senior available member.

- The assignment procedure shall reset at the beginning of each school year, starting with the least senior member.

4. Failure to Complete an Assigned Trip

- Failure by a bargaining unit member to complete an assigned trip may result in disciplinary action, subject to the provisions of the collective bargaining agreement.

If a run overlaps, the driver will not receive double pay for the overlapping time.

SHIFT SCHEDULE

The hourly pay rate applicable to probationary employees shall be fifty cents (.50) below the applicable hourly pay rate for the classification to which they are assigned but not less than the Michigan minimum wage.

The Employer agrees to pay the full contribution to the Michigan Public School Employee Retirement Fund as required by law.

Biweekly paychecks normally will be distributed to employees on alternate Fridays covering the hours worked during a two (2) week period. Employees who work on the second or third shift shall be paid on Thursday night.

All payroll checks will be directly deposited to the financial institution of the employee’s choice, or the employee will be issued a debit/credit card for the deposit of their regular payroll check.

EXTENDED PAY OPTION (26 OR 27 PAYS)

PURPOSE

The District and the Union agree to implement an option for transportation and food service employees to receive compensation on a twenty-six (26), or twenty-seven (27) when the calendar requires it, pay schedule, thereby extending pay throughout the summer months.

DEFINITIONS

1. **Base Daily Hours** – The regularly assigned daily hours of work as provided to Human Resources by the employee's immediate supervisor.

2. **Annual Salary** – The total compensation for the school year calculated by multiplying the employee's Base Daily Hours by the number of scheduled workdays plus paid holidays.

3. **Base Schedule** – The daily hours included in the employee's Annual Salary calculation.

PAYMENT SCHEDULE

1. The Annual Salary shall be divided evenly across twenty-six (26), or twenty-seven (27), pay periods within the school year.

2. Employees shall receive equal installments regardless of the number of pay periods within an individual month.

3. This schedule provides for continuous paychecks throughout the summer months.

ADDITIONAL COMPENSATION

1. Employees shall not receive additional pay for hours worked in excess of their Base Daily Hours unless otherwise provided in this Section.

2. Bus Drivers shall be compensated at their regular hourly rate for trips or assignments that extend beyond their Base Schedule.

3. Food Service employees shall be compensated at one and a half times their regular hourly rate for work performed at special events outside of their Base Schedule.

4. Such additional compensation shall be paid in the pay period in which the extra work occurs and shall not be incorporated into the Annual Salary.

ADMINISTRATION

1. The District shall calculate each employee’s Annual Salary based on the Base Daily Hours reported by their supervisor prior to the start of the school year.

2. Any adjustment to Base Daily Hours shall be communicated by the supervisor and reflected in the Annual Salary on a prospective basis only.

3. This provision shall not alter eligibility for overtime under state or federal law when applicable.

All wage increases described above are retroactive to August 18, 2025.

APPENDIX B

MEDICAL, DENTAL, AND VISION INSURANCE (PART-TIME/PART-YEAR EMPLOYEES)

The Employer shall provide for each employee who is regularly scheduled to work at least four (4) hours per day, during the regularly scheduled work year and who has completed the initial probationary period, a monthly insurance allowance equal to the self-only medical insurance hard cap premium rate payable for twelve (12) months.

Employees hired before 9/1/2012 and who work or worked at least four (4) hours per day, during the regularly-scheduled work year, shall have the same benefit as the above option.

For those eligible employees not taking the above option, a monthly cash in lieu of insurance option of $300 per month is authorized on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent’s designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

Starting September 1, 2021, the Employer shall provide for each employee who was hired on or after 9/1/2012 and who is regularly scheduled to work between 4 and 5.99 hours per day, during the regularly scheduled work year and who has completed the initial probationary period, a monthly insurance allowance of $150 to go toward their health insurance premiums payable for twelve (12) months.

Starting on September 1, 2021 for those eligible employees not taking the above option, a monthly cash in lieu of insurance option of $150 per month is authorized on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent’s designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

There shall be no duplication of insurance coverage. Employees who desire to be covered by the group hospitalization and major medical insurance shall certify to the Employer in writing that they are not covered by any other health insurance plan paid for by someone other than the employee or spouse. Each employee shall execute the certificate of non-duplication of coverage and shall be enrolled in the group hospitalization and major medical plan subject to the terms and conditions of the Employer's insurance carrier. For those employees who desire additional health insurance or option coverage, the cost of which exceeds the amount of subsidy provided by the Employer, and who execute proper payroll deduction forms, the Employer will deduct the amount once each month, or each pay period from the employee's pay as designated by the employee.

The Employer reserves the right to select the medical insurance carrier provided the new insurance program is substantially equivalent to that in effect during the current year.

The Employer reserves the right to select the dental insurance carrier provided the new dental insurance program is similar to that in effect during the current contract year for all full-time employees.

The Employer reserves the right to select the vision insurance carrier and will provide full-time employees with vision coverage that is similar to that in effect during the current contract year.

IRC SECTION 125 PLAN. The District shall establish and maintain an IRC Section 125 plan to permit the use of pre-tax dollars for employee benefit expenditures.