BRANDYWINE COMMUNITY SCHOOLS

MASTER AGREEMENT

BETWEEN

BOARD OF EDUCATION of BRANDYWINE COMMUNITY SCHOOLS

AND

LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

2024 - 2027

Table of Contents

Table of Contents 2

AGREEMENT 4

ARTICLE I - PURPOSE AND INTENT 4

ARTICLE II - RECOGNITION 4

ARTICLE III - VOLUNTARY DUES AND DUES DEDUCTIONS 4

Section A 4

Section B: Dues Deduction 4

Section C 5

ARTICLE IV - MANAGEMENT RIGHTS 5

Section A 5

ARTICLE V - UNION'S RIGHTS 7

Section A: Bulletin Boards ____7

Section B: Use of School Space ____7

Section C: Meeting During Working Hours ____7

Section D: Other Payroll Deductions ____7

Section E: Notices to Union ____7

ARTICLE VI - EMPLOYEE'S RIGHTS ____8

Section A: Physical Assaults ____8

Section B: Complaints Against Employees ____8

Section C: Review of Personnel File ____8

Section D ____8

ARTICLE VII - GRIEVANCE PROCEDURE ____8

Section A: Grievance Levels ____8

Section B: General Procedures ____ 11

ARTICLE VIII - EMPLOYEE CONDUCT AND DISCIPLINE ____ 12

Section A: Employee Conduct ____ 12

Section B: Disciplinary Action ____ 13

ARTICLE IX - STRIKES AND LOCKOUTS ____ 13

Section A ____ 13

Section B ____ 13

ARTICLE X - SENIORITY ____ 14

Section A: Definition ____ 14

Section B: Probationary Period ____ 14

Section C: Seniority Lists ____ 14

Section D: Loss of Seniority ____ 15

ARTICLE XI - LAYOFF AND RECALL ____ 15

Section A ____ 15

Section B ____ 16

Section C ____ 16

Section D ____ 16

ARTICLE XII - VACANCIES AND JOB OPENINGS ____ 16

Section A ____ 17

ARTICLE XIII - LEAVES OF ABSENCE ____ 18

Section A: Sick Leave ____ 18

Section B: Funeral Leave ____ 19

Section C: Jury Duty ____ 19

Section D: Unpaid Family Medical Leave ____ 20

ARTICLE XIV - WORKING HOURS ____ 20

Section A ____ 20

Section B ____ 20

Section C ____ 20

Section D ____ 21

ARTICLE XV - HOLIDAYS ____ 21

Section A ____ 21

Section B ____ 21

Section C ____ 21

ARTICLE XVI - SAFETY AND HEALTH ____ 22

Section A: Physical Examinations ____ 22

Section B: Reporting Accidents ____ 22

Section C: Safety Devices and Equipment ____ 22

Section D: Safety Meetings ____ 22

Section E: Safety Issues ____ 22

ARTICLE XVII - GENERAL ____ 23

Section A: Rules of Conduct ____ 23

Section B: Union Activity Prohibited During Working Hours ____ 23

Section C: Current Address and Telephone Number ____ 23

Section D: Supervision Performing Bargaining Work ____ 23

Section E: Workshops and In-Service ____ 23

Section F: Past Practice ____ 23

Section G: Savings Clause ____ 24

ARTICLE XVIII - INCLEMENT WEATHER AND OTHER SCHOOL CLOSURES ____ 24

Section A: Inclement Weather 24

Section B: Other School Closures 24

ARTICLE XIX - DURATION 25

SCHEDULE A - WAGES 26

Longevity 26

AGREEMENT

This Agreement entered into this 19th day of August, 2024, by and between the BRANDYWINE COMMUNITY SCHOOLS, BERRIEN AND CASS COUNTIES, MICHIGAN, hereinafter referred to as the Employer, and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as 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 employee, the Union, and the public. The Employer and the Union for and in consideration of the mutual promises, stipulations hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit in respect of rates of pay, wages, hours of employment, and other conditions of employment. The word “employee” as used herein shall mean all full-time and regular part-time instructional paraprofessionals, excluding management personnel, substitutes, and all other employees.

ARTICLE III - VOLUNTARY DUES AND DUES DEDUCTIONS

Section A

Any employee of the Board may voluntarily become a member of the Union and pay the membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union

Section B: Dues Deduction

Upon written authorization from the Employee, the Employer shall deduct from the wages/salary of the employee Union membership dues or fees and shall remit the same to the Union.

The authorized deduction of dues or fees shall be made from a regular paycheck on a monthly or bi-weekly basis each month during which the employee works. The Employer agrees to promptly remit to the Union each month all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made, unless and until the employee’s authorization has been properly revoked by the employee in writing (hard copy or electronic) with such revocation sent to both the Employer and the Union.

Section C

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.

ARTICLE IV - MANAGEMENT RIGHTS

Section A

The District retains all rights, powers, and authority vested in it by the laws and the constitution of Michigan and the United States. The Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under the Public Employment Relations Act as amended. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the

term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school’s business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.

3. Direct the working 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 operations, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or 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 rights of employees specifically provided for in this Agreement.

11. Determine the policy affecting the selection of new employees, testing or training of employees providing such selection shall be based upon lawful criteria.

12. Evaluate employees on a yearly basis.

13. All payroll checks will be directly deposited to the financial institution of the paraprofessional’s choice.

ARTICLE V - UNION’S RIGHTS

Section A: Bulletin Boards

The Employer will maintain a bulletin board in each school on which the Union may post notices regarding official Union business providing such notices contain nothing of a defamatory nature.

Section B: Use of School Space

The local unit of SEIU and its members shall be permitted to use a classroom, at no cost, for meetings after regular school hours but not later than 10:00 pm provided a request had been received at least forty-eight (48) hours prior to the start of such meeting. The Union will reimburse the District for any additional costs incurred as a result of the use of the District’s facilities.

Section C: Meeting During Working Hours

If a Union officer and/or another bargaining unit member is required by the Administration to attend a conference or meeting with the Administration or an Administration representative, such Union representative shall suffer no loss of pay for the portion of such meeting that takes place during the Union representative’s regularly scheduled working hours.

Section D: Other Payroll Deductions

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

Section E: Notices to Union

The Employer shall, within 15 working days, notify the Union of any new hires. The Employer shall promptly notify the Union steward in writing of the names of employees who are laid off for lack of work, recalled to work after such layoffs or discharged for cause. For the purpose of time limits specified in Section 3 of Article X the delivery of such written notice shall constitute knowledge of such action and the time limits shall date from such delivery.

ARTICLE VI - EMPLOYEE’S RIGHTS

Section A: Physical Assaults

If a bargaining unit employee is physically assaulted during working hours and on the Employer’s premises, the incident shall be reported promptly to the Employer. In any case of physical assault upon a bargaining unit employee the Employer and the Union will render all reasonable assistance to the employee which may include legal counsel. The Employer will reimburse bargaining unit employees for loss of clothing or personal property (not covered by insurance) less depreciation or repair the same when caused through physical assault while on duty.

Section B: Complaints Against Employees

In the event a complaint or charge against any bargaining unit member is made by any person or group, not employed by the Employer, the bargaining unit member shall be given full information with respect thereto and with respect to any investigation conducted by the Employer. If such a 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, they may attach their explanation or statement in reference to said complaint.

Section C: Review of Personnel File

A bargaining unit member shall be permitted to review the contents of their personnel file (excluding initial reference) in the presence of their supervisor at a reasonable time upon notifying the Employer of their desire to do so at least forty-eight (48) hours in advance. The employee may have a union representative present at such a review. Upon reviewing such file, the employee may obtain a copy of any records contained therein.

Section D

The parties shall honor their mutual obligation to meet with each other’s duly authorized representative for the purpose of collective bargaining.

ARTICLE VII - GRIEVANCE PROCEDURE

Section A: Grievance Levels

1. Informal Adjustment. Prior to filing a written grievance, the grievant shall meet with the immediate supervisor within ten (10) business days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings. An employee shall state that this is the informal adjustment step within the grievance procedure. An employee may assert their legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and provide further that the Union is given the opportunity to be present at such adjustment.

2. Written Grievance - First Level. If the grievance is not satisfactorily resolved at the informal conference, the grievant shall have five (5) business days within which to file a written grievance with the grievant’s immediate supervisor, which grievance shall include:

    1. An identification of the grievant(s),

    2. The date of the event,

    3. The specific facts upon which the grievance is based,

4. The applicable portion(s) of the Agreement to be interpreted,

5. The specific relief requested,

6. The date of the grievance, and

7. The signature of the grievant

A reply shall be filed within ten (10) business days from the receipt of the written grievance.

3. Written Grievance - Second Level. If the reply at the First Level is not satisfactory and a request is made within five (5) business days from the receipt of the reply, the grievant must present the grievance to the Superintendent or their designee. A formal conference shall be held within ten (10) business days from the receipt of such request. The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. If the parties are unable to reach agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference

4. Written Grievance - Third Level. If at this point, the grievance has not been satisfactorily settled, the grievant shall have the right to submit such grievance to the Board of Education, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Employer's Second Level answer. If the grievance has not been submitted to the Board of Education within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. All presentations of grievances under this step shall be made to the Board of Education in an open session, except for cases involving discipline during which the affected employee may request an executive session, at which the employee may have their representative present, along with the appropriate administrators or supervisors. Within fifteen (15) calendar days from the hearing of the grievance, the Employer shall render its decision in writing. The decision of the Board of Education shall be final and binding upon the parties hereto but, if necessary and requested

by the parties hereto, the Board of Education will take appropriate action on the

5. grievance at an official meeting of the Board.

6. Arbitration. If the grievance is not satisfactorily resolved at the formal conference, the grievance shall be submitted to arbitration if such request is made within ten (10) days from the receipt of the conference reply. Arbitration shall be conducted in accordance with the following guidelines, namely;

    1. The American Arbitration Association, in accord with its rules, which shall likewise govern the arbitration proceedings, shall select an arbitrator.

    2. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party

    3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

    4. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

    5. The rules of evidence, as applied, in a non-jury case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent men in the conduct of their affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.

6. The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing, unless extended by mutual agreement of the parties, which decision shall separately set forth their specific findings of fact, conclusions and decisions.

7. Either party shall have the right within ten (10) days of the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and such time the decision of the arbitrator shall be binding.

Section B: General Procedures

1. Definitions. As used in the Article, the word:

    1. “Party” includes the Employer, the Union, and an employee or group of employees.

    2. “Grievant” means the Union or employee filing the grievance. If a grievant is an employee, they shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

    3. “Event” means the act or omission in which the Employer allegedly violates one or more provisions of the Agreement.

    4. “Day” means a calendar day except a Saturday, Sunday or legal holiday observed by the Employer.

    5. A “grievance” shall be defined as an alleged violation of the terms or provisions of this Agreement.

2. Form of Action. All grievances, replies and requests shall be written and filed with each party.

3. Exclusions. The grievance procedure shall not apply to:

    1. Any grievance concerning which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievance shall have one (1) remedy only.

    2. Any discipline or discharge of a probationary employee.

    3. Any provision of the Agreement which contains an express exclusion from this Agreement.

    4. Employee evaluations and the evaluation process and procedures.

4. Other Grievances. Either party may require that all grievances involving the same event be combined into one (1) grievance proceeding.

5. Withdrawals and Denials. Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

6. Time and Place of Proceedings. All proceedings shall be conducted in such manner as to be least disruptive to the operation of the Employer’s activities.

7. Cost. The expenses and fees of the arbitrator shall be paid by the unsuccessful party. If both the Employer and Union loses, the expenses and fees of the arbitrator shall be split and paid evenly by the Employer and the Union.

8. Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the proceedings of a grievance filed prior to such expiration date.

9. Emergency Manager. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, has the power to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

ARTICLE VIII - EMPLOYEE CONDUCT AND DISCIPLINE

Section A: Employee Conduct

Although the parties acknowledge the difficulty of completely and precisely defining the standards of conduct for each employee, it is recognized that they include the following:

1. The performance of all duties with reasonable diligence and in a workmanlike manner.

2. The prompt notification of the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge their responsibilities.

3. The prompt notification of the Employer of any defective condition in the physical facilities of the District which may cause injury or damage, or which may be required in order to provide proper maintenance.

4. The prompt notification of the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the employee has responsibility.

5. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.

6. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.

7. The avoidance of outside employment or other competing activities which may reasonably impair the ability of an employee to adequately discharge their duties.

8. The avoidance of any activity which:

    1. Is contrary to the best interests of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and for the proper preservation of public property, and

    2. Is contrary to honesty or good morals.

Section B: Disciplinary Action

Upon the completion of the probationary period, an employee may be reprimanded, suspended, demoted or discharged for any reason that is not arbitrary or capricious. The discipline shall be determined by the Employer and may include an oral or written reprimand, suspension, demotion, or discharge. Any employee or group of employees

called into any meeting for the purpose of discipline may request the presence of an authorized Union representative, and such request shall not be denied. The Union agrees that the Board of Education has just cause to discharge any employee who is convicted of a felony or high court misdemeanor.

ARTICLE IX - STRIKES AND LOCKOUTS

Section A

The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a strike, or slowdown. The Employer agrees that during the same period it will not lockout employees.

Section B

Individual employees, groups of employees, or steward(s) 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 sole discretion of the Employer. However, it is understood and agreed that the question as to whether an employee’s conduct is such as is proscribed by this section may be processed through the grievance procedure starting at the third step thereof provided a written grievance is presented to the Superintendent within five (5) regularly scheduled working days after the date upon which the employee was disciplined or discharged.

ARTICLE X - SENIORITY

Section A: Definition

Seniority shall be defined as an employee’s length of continuous service with the Employer as an instructional paraprofessional which shall date from their most recent date of hire. “Most recent hire date” shall be that date on which the employee began their work

assignment since which they have not quit nor been discharged. Absence from work due to illness, accident, leaves of absence or layoff shall not constitute a break in continuous service except as hereinafter provided. The bargaining unit President shall have top seniority within their classification for the purpose of layoff and recall, provided the person holding this position is not probationary.

Section B: Probationary Period

A new or rehired employee shall be on probation for the first sixty (60) workdays. During such probationary period the employee may be disciplined, suspended or discharged by the employer for reasons satisfactory to the Employer.

Section C: Seniority Lists

The Employer shall prepare and maintain seniority lists, copies of which shall be furnished to the Union within thirty (30) days after the execution of this Agreement and at least annually thereafter except that the seniority lists shall be updated and the Union informed when a probationary employee satisfactorily completes the probationary period. The Union shall notify the Employer within thirty (30) days after receipt thereof of any error. The names of the employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of the list. The list will also include the employee’s street address, city, state, zip code, classification, work location, hourly wage, and annual salary.

1. When the seniority list is initially prepared or thereafter revised, 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 or letters of their last surnames when hired. If two (2) or more such employees have the same surname, the same procedure shall follow with respect to their given names.

Section D: Loss of Seniority

Seniority shall be lost, and the employment relationship terminated, if the employee:

1. Voluntarily quits;

2. Retires;

3. Is discharged and is not reinstated;

4. Is absent for five (5) consecutive work days without notifying the Employer except for good cause;

5. Fails to return from a leave of absence on the agreed upon date without good cause shown, or;

6. Is laid off for twenty-four (24) months and not recalled.

ARTICLE XI - LAYOFF AND RECALL

Section A

When the Employer deems it necessary to layoff employees, due employees within each affected classification, followed by the least senior employee in such classification, shall be laid off first. Nothing in this agreement shall limit the efforts of the employer to avoid layoffs, including the right to reassign employees within classifications as listed in Schedule A of this agreement in order to consolidate or eliminate positions.

1. The Employer shall notify the employee of permanent layoff (with a copy to the Union) by email or personal service.

2. A temporary layoff is defined as a layoff that occurs after October 1 of the current school year and is reasonably intended to require recall before the end of the current school year. Such layoff will be for a minimum of one calendar week (Monday to Friday). The Employer shall notify the employee in writing of a temporary layoff by personal service and shall inform the employee in writing of an estimated duration of the temporary layoff. Such notification shall also be provided to the bargaining unit President.

3. If, after the estimated duration of the temporary layoff, it is determined that the temporary layoff needs to be extended, the employee shall have the option to exercise his/her bumping rights as addressed in Article X, Section 4. The employee who chooses to bump under this section will, return to the original position at the conclusion of the temporary layoff.

4. The employee may decide not to take the temporary layoff at which point he/she may choose to exercise their bumping rights as addressed in Article X, Section 4. The employee who chooses to bump under this section will, return to the original position at the conclusion of the temporary layoff.

5. If it is later determined that the employee subject to temporary layoff will not be recalled before the end of the current school year, they will then be deemed as a permanent layoff. The date of notification of permanent layoff is the beginning of the 24 month period addressed in Article IX, Section F.

Section B

Laid off employees with the greatest seniority shall be the first to be recalled if they possess the necessary qualifications, as determined by the Employer, to fill a vacancy as defined in Article XI – Vacancies and Job Openings.

Section C

Permanently laid off employees (non-probationary), shall be eligible for recall for a period not to exceed two (2) years. The Employer agrees to provide five (5) working days notice to each permanently laid off employee of recall. Notice shall be provided by registered or certified mail, or personal delivery. In the event the Employer fails to receive notification by the permanently laid off employee of their intent to report back to work within five (5) calendar days (excluding Saturday and Sunday) of notification, said permanently laid off employee shall be deemed to have voluntarily severed their employment with the district and therein forfeits all rights to recall. Except as an interim and temporary measure no new employees shall be hired until eligible (non-probationary) permanently laid off employees, within each respective classifications, have been given an opportunity to be returned to work.

Section D

Laid off employees may exercise, through their seniority, their right to bump employees with the least seniority, if they possess the necessary qualifications, as determined by the Employer. Employees exercising their rights under this section shall notify the Employer of their intent to bump within three (3) days after receiving their notice of layoff. Bumping shall be limited to one (1) displacement per individual layoff.

ARTICLE XII - VACANCIES AND JOB OPENINGS

A vacancy shall be defined as a newly created position or an existing position in a classification represented by the Union that the Employer intends to fill. An employee who is absent, on authorized paid or unpaid leave, or on a temporary layoff shall not create a vacancy. A position that results from the realignment/reassignment of duties, consolidation of positions, or the expansion or reduction of duties within a classification is not a newly created position and does not create a vacancy, unless more than 50% of the duties normally assigned to that position are new.

Section A

The Employer shall have the right to transfer or promote employees in accordance with the following procedures, namely;

1. **Notice** - Notice of all vacancies and newly created positions within the bargaining unit shall be posted within five (5) days in each building for five (5) days and a copy sent to the union president via email. When school is not in session, notice shall be sent to one person designated by the Union to receive such notices in the department. Employees with jobs that will be eliminated must have two (2) weeks notice, when possible to do so.

2. **Bidding** - Any employee in the bargaining unit may bid for a job opening within the bargaining unit by notifying the Employer in writing within the posting period.

3. **Selection** - Any posted position within the bargaining unit shall be filled within two (2) weeks after the posting period, unless qualified applicants are reasonably unavailable, by the most senior employee within the bargaining unit who has bid for the position and who possesses the qualifications as determined by the Employer. An employee, to be eligible, must have performed satisfactorily in their present classification or position and must be qualified to perform the duties of the new classification or position. If the job opening is not filled by bidding, the Employer shall have the right to hire a new employee.

4. **Trial Period** - The successful applicant shall be granted a trial period of thirty (30) days of work, provided that an employee who demonstrates a clear lack of ability to learn the job, or where safety and health are involved, may be removed sooner. 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 his former position, he shall be returned to his former position and rate of pay without any loss of seniority. The employee shall be entitled to receive during the trial period the rate of pay designated for the new position.

5. **Transfers** - It is recognized that changes in assignment are sometimes necessary. Although the right to assign or transfer rests with the Board, no assignment or transfer will be made without prior discussion with the employee. Employees who have indicated an interest in change of assignment will be considered first and all transfers will be voluntary when possible. When transfers are required or of an involuntary nature, the least senior person best qualified, as determined by the Employer shall be selected. Reasonable consideration will be made to remove an involuntary transfer when it is practical to do so.

6. **Other Transfers** - Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee for a period not to exceed thirty (30) days, nor to transfer or promote the least senior qualified employee who has not applied for such transfer or promotion, if in the opinion of the Employer there shall be no applicant who possesses the minimum qualifications for the position. An employee who has been temporarily transferred or promoted shall receive the minimum rate of pay designated for such position, provided that such rate is higher than his/her former rate.

7. The employer reserves the right to employ substitutes to fill vacancies until the position has been filled. Substitutes include individuals hired to fill in for an employee who is sick, on leave, or otherwise not reporting to work.

ARTICLE XIII - LEAVES OF ABSENCE

Section A: Sick Leave

Upon the completion of the initial sixty (60) days worked probationary period, each employee shall be granted one (1) sick day per month worked for each month of regularly scheduled employment. For example: extended school year employees shall be granted one day per month for each of ten (10) months worked. The sick leave allowance of regular part-time employees shall be reduced proportionately to the number of hours, days and weeks normally scheduled to work. Sick leave shall be administered in accordance with the following guidelines, namely:

1. Use - Sick leave may be used for:

1. Any physical or mental condition which disables an employee preventing his/her from performing his assigned duties, excluding any condition compensable by Worker’s Compensation.

2. Any communicable disease which would be hazardous to the health of students or other employees.

3. Physical examinations or medical treatment which cannot reasonably be scheduled outside the employee’s regular workday.

4. The illness of an employee’s spouse, child, legal dependent, in-laws or parent.

5. Employees covered by this agreement shall be allowed up to two (2) personal business days per school year, for the purpose of conducting personal business which cannot be conducted outside the employee’s regular workday. Personal business leave days shall not accumulate and shall be charged against the employee’s accumulated sick leave. The Employer may impose reasonable restrictions on any leave requested for a working day immediately before or after a holiday or weekend. Personal business leaves shall not be used for seeking other employment, or for social, recreational, or other similar purposes.

2. Sick Leave Accumulation - Employees may accumulate sick leave up to ninety (90) days. Employees that have accumulated ninety (90) sick days at the beginning of a school year will be paid 50% of their regular daily rate for each sick day that is earned and not used in the subsequent school year. All such payments will be made as a single supplement payment after the close of the school year. In addition, any employee retiring (as defined by the Michigan Public School Employees Retirement System) shall be paid according to the following schedule:

90 Unused Sick Days $25.00 per day

51-89 Unused Sick Days $20.00 per day

1-50 Unused Sick Days $10.00 per day

Section B: Funeral Leave

Employees who at the time have completed their probationary period shall receive pay for up to five (5) days due to a death in their immediate family. The pay for such days shall be the employee's regular hourly rate of pay multiplied by the employee's regularly scheduled working hours per day. Such payment shall not apply for any day upon 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, children, step-children, parents, grandparents, grandchildren, brother, step-brother, sister, step-sister, parents-in-law, daughter-in-law, son-in-law, brother-in-law, sister-inlaw, or any other member of the family who resides in the home of the employee.

Section C: Jury Duty

An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which they report for or perform jury duty and on which they receive from the court as daily jury duty fees and what they would have earned from the Employer on that day on the basis of the straight time hours such employee would have been assigned to work by the employer. In order to receive the payment referred to above, an employee must give the Employer prior notice that he/she has been summoned for jury duty, must furnish satisfactorily evidence that they performed such duty and the amount of money received for the performance thereof.

Section D: Unpaid Family Medical Leave

To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by the law in all respects. Eligibility period to be a rolling year from the first day of the Family Medical Leave. The employer reserves the right to require

the use of the employee’s accumulated sick leave first during any such leave, and to limit the duration of the leave as provided by law.

ARTICLE XIV - WORKING HOURS

Section A

It is understood that this Article is not intended to guarantee any employee any number of hours per day or per week.

Section B

All hours of work beyond forty (40) hours per week will be compensated at a rate of one and one half times the employee’s regular hourly rate.

Section C

The normal work week will be Monday through Friday, but may be less due to the school calendar.

1. Employees working 3 or more hours per day get one 15 minute paid break and those working 6.5 hours or more per day get two 15 minute paid breaks.

2. Employees working at least five (5) hours per day shall be entitled to a thirty (30) minute unpaid lunch period.

3. Rest periods and lunch periods must be taken when they will not interfere with the employee’s work performance.

4. When assigned to work beyond their normal work day, paraprofessionals shall be paid for this additional service to the district. Required meetings, in-service education or similar activities requiring attendance and extending beyond the normal shift shall be compensated at the employee’s hourly rate. When this additional service is not contiguous to normal work hours, the employee shall be paid for a minimum of one hour.

Section D

A full-time employee shall be defined as an employee who is regularly scheduled to work at least 30 hours per week during the regularly scheduled work year.

ARTICLE XV - HOLIDAYS

Section A

The following holidays shall be recognized as paid holidays:

Labor Day	2 days (or 1 day if school begins after Labor Day)
Thanksgiving Day	2 days
Winter Break	4 days

Good Friday	half day
Memorial Day	1 day

*The pay for such holidays shall be calculated by the employee’s regular hourly rate of pay multiplied by the employee’s regularly scheduled working hours per day.

Section B

A holiday shall not be observed if it is a school day. An employee shall receive their regular compensation for the above holidays if the employee was not absent the last scheduled workday preceding the holiday and the first scheduled workday following the holiday unless any such absence is authorized. If a holiday falls on a Sunday and is celebrated by law on Monday, Monday shall be considered a holiday. If an employee works on a Friday or Monday which is considered a holiday by reason of this section, notwithstanding the overtime provisions of this Agreement, the Employer shall pay straight time for the hours worked plus one day’s pay for such Monday or Friday. If a holiday falls during an employee’s scheduled vacation period, an additional day may be taken.

Section C

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

Section A: Physical Examinations

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

Section B: Reporting Accidents

Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved irrespective of how minor such an accident may appear to be. Employees shall be required to fill out a report form made available by the Employer.

Section C: Safety Devices and Equipment

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

Section D: Safety Meetings

Periodically the Employer will hold meetings for bargaining unit employees when in its judgment employees require training in safety related procedures. Employees shall be required to attend such meetings provided they have been given two (2) regularly scheduled working days’ advance notice thereof. Employees shall be paid their regular

hourly rate of pay for time spent in such meetings. When this additional service is not contiguous to normal work hours, the employee shall be paid for a minimum of one hour.

Section E: Safety Issues

It is understood and agreed that an employee who has a safety-related concern arising from his/her assignment shall inform his/her 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.

ARTICLE XVII - GENERAL

Section A: Rules of Conduct

The Employer shall have the right to establish reasonable rules of conduct and change or add to the same from time to time, as, in its judgment, the need to do so arises. After advising the employees and the Union of the existence of such rules, employees shall be required to comply therewith. Any claim on the part of the employee or the Union that a rule of conduct is unreasonable or has been improperly or discriminatorily applied may be processed through the grievance procedure.

Section B: Union Activity Prohibited During Working Hours

It is understood and agreed that except as expressly provided for in this labor agreement, employees shall not be permitted to engage in union activities during their working hours.

Section C: Current Address and Telephone Number

Employees, including employees subject to recall, shall be 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 shall have no claim against the Employer for failure to give notice required or anticipated by this Agreement.

Section D: Supervision Performing Bargaining Work

Nothing herein contained shall be construed in any manner so as to preclude supervision or administrative personnel from performing bargaining unit work as, if, and when, in the Employer’s judgment, it is necessary to do so in order to assure the timely and proper performance of the job responsibilities assigned to the people under this Agreement.

Section E: Workshops and In-Service

Bargaining unit members who are required by the Board or Administration to attend educational, informational, instructional, or other training meetings or workshops shall be compensated at their regular rate of pay. Personal mileage by a bargaining unit member utilizing their private vehicle for the purpose of attending any said inservice training outside of the school district, when required, shall be compensated at the current Board of Education approved rate.

Section F: Past Practice

No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions, contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties and ratified by the Union. It is further understood and agreed that this contract constitutes the sole, only, and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, and arrangements heretofore existing.

Section G: Savings Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XVIII - INCLEMENT WEATHER AND OTHER SCHOOL CLOSURES

Section A: Inclement Weather

If the District cancels school for students, paraprofessionals will not be required to report to work and will receive their normal rate of pay for the first five (5) days of the school year on which schools are closed due to an Act of God, and which is able to be counted as a day of pupil instruction for the purpose of State aid. On any additional days that schools are closed due to an Act of God, and which are able to be counted as days of pupil instruction for purpose of State aid, paraprofessionals will not have to report to work and will receive no pay for these days unless these days are made up later in the school year. Days on which schools are closed due to an Act of God and which are not able to be counted as days of pupil instruction for purpose of State aid; paraprofessionals need not report to work and will receive no pay. If a paraprofessional accepts an invitation from the schools' superintendent or designee to work on a nonpaid Act of God day, they will receive their normal daily rate.

Section B: Other School Closures

When the District decides to cancel school, employees may choose to utilize their accumulated sick leave for such time or receive no pay.

ARTICLE XIX - DURATION

This Agreement shall be effective upon ratification, and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 2027, thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Niles, Michigan on the 25th day of August, 2024.

LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, ACL-CIO

BRANDYWINE COMMUNITY SCHOOLS

L. Kim Hechtl

Tw Walk

_____ _____

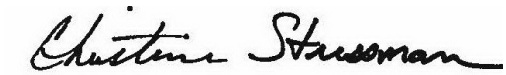
President Superintendent

Jessica L Crouch

_____ _____

Secretary Board President

Holly Pomranka



Labor Relation Specialist Local 517M

Board Secretary

SCHEDULE A - WAGES

Paraprofessionals

Hourly Rate: 2025-2026

Employees who have earned a step increase shall receive the earned increase.

Para-Pro	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.
	15.10	15.56	16.03	16.50	16.97

Contingent upon the approval of the Consolidated Application requests, Title Aides shall be compensated in accordance with the wage scale below. If the Consolidated Application requests are not approved, or if the funding necessary to support the above rates is not

allocated, Title Aide wages shall revert to the Para-Pro wage scale in effect for the same contract year.

Title I Aide	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.
	16.13	16.59	17.06	17.53	18.00

An employee will be paid twenty dollars ($20) per hour when filling in as a substitute teacher.

The Employer may, based on experience, start new hires up to the three (3) year step of the wage scale under Schedule “A”. Should the employer wish to start a new hire higher than the three (3) year step, the superintendent or their designee shall meet with the Union President and come to an agreement.

Title one aides who hold a bachelor's degree will receive the following wages.

Title I Aide	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.
	20.90	21.35	21.80	22.25	22.70

All wage increases above will be retroactive to each bargaining unit member’s first day worked in the 2025-26 fiscal year.

Longevity

An Employee who has worked for the District for at least six (6) years shall receive an annual (end-of-the-year) stipend for longevity as follows below. Longevity payments shall be issued in two equal installments, to be included in the first two regular payrolls in the month of June of each contract year.

Years 6-8 $350

Years 9-11 $450

Years 12-14 $550

Years 15-18 $650

Years 19-22 $750

Years 23+ $800

Hourly Rate: 2026-2027

Employees who have earned a step increase shall receive the earned increase.

Para-Pro	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.

15.70 16.18 16.67 17.16 17.65

Contingent upon the approval of the Consolidated Application requests, Title Aides shall be compensated in accordance with the wage scale below. If the Consolidated Application requests are not approved, or if the funding necessary to support the above rates is not allocated, Title Aide wages shall revert to the 2025-26 Title Aide wage scale, or the Para-Pro wage scale in effect for the same contract year, whichever is higher.

Title I Aide 1 yr. 2 yrs. 3 yrs. 4 yrs. 5 yrs.

16.78 17.25 17.74 18.23 18.72

An employee will be paid twenty dollars ($20) per hour when filling in as a substitute teacher.

The Employer may, based on experience, start new hires up to the three (3) year step of the wage scale under Schedule “A”. Should the employer wish to start a new hire higher than the three (3) year step, the superintendent or their designee shall meet with the Union President and come to an agreement.

Title one aides who hold a bachelor's degree will receive the following wages.

Title I Aide 1 yr. 2 yrs. 3 yrs. 4 yrs. 5 yrs.

21.74 22.20 22.67 23.14 23.61

Longevity

An Employee who has worked for the District for at least six (6) years shall receive an annual (end-of-the-year) stipend for longevity as follows below. Longevity payments shall be issued in two equal installments, to be included in the first two regular payrolls in the month of June of each contract year.

Years 6-8 $400

Years 9-11 $500

Years 12-14 $600

Years 15-18 $700

Years 19-22 $800

Years 23+ $850

Employee Classifications:

Special Education Aide

Title I Aide