

3922

8/1/2000

**MASTER AGREEMENT**

**BETWEEN**

**SOUTH HAVEN BOARD OF EDUCATION**

**AND**

**LOCAL 586**  
**SERVICE EMPLOYEE INTERNATIONAL UNION**  
**AFL-CIO-CLC**

**Expires: August 1, 2000**

*South Haven Public Schools*

The South Haven Public Schools and Local 586 of the Service Employee International Union agree that they shall not discriminate in their policies and practices with respect to compensation, terms or conditions of employment because of an individual's race, color, religion, sex, national origin, age, height, weight, marital status, political belief or handicap. The Assistant Superintendent for Special Services is the compliance officer for issues related to Title VI, VII, IX, Section 504, and A.D.A. The compliance officer can be reached at 616-637-0544.

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## COLLECTIVE BARGAINING AGREEMENT

**THIS AGREEMENT** made as of the date hereinafter set forth by and between the South Haven Public Schools, Counties of Van Buren and Allegan of the State of Michigan (hereinafter called the "Employer") and Local 586 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter called the "Union");

**WITNESSETH:**

### ARTICLE I

#### PURPOSE AND RECOGNITION

- 1.1 **Purpose.** The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful working relations for the mutual interest of the Employer, the employees and the Union.
- 1.2 **Recognition.** The Employer, pursuant to the certification of the Michigan Employment Relations Commission, dated May 1, 1979, recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, or the conditions of employment.
- 1.3 **Employee Defined.** The word "Employee" as used herein shall mean (a) computer aides, (b) tutor/aides employed, and (c) playground aides employed at South Haven Public Schools and excluding supervisors and all other employees. The unit includes the classifications of Office, Library, Head Start, Special Education, Math Tutorial, Reading Tutorial, Reading Center and Kindergarten Aides.
  - a. Computer aide is a person who assists in computerized instruction with students in an organized setting in which computers are the primary instructional methodology.
  - b. Tutor aide is a person who works at the direction of a certified staff member to assist in the instruction of students and to help organize and supervise the classroom routine.
  - c. Playground aide is a person whose primary function is to supervise the activities of students and help with control and discipline. This may be on playgrounds, but also may include by example, before and after school activities along with lunch room supervision and hall monitoring.
  - d. Persons may not cross classifications for more than 15 percent of their assignment. Their pay will be based on their primary classification.
- 1.4 **Limitations.** The purposes for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of the applicable law.

## ARTICLE 2

### AGENCY SHOP

A. The Board agrees that it shall be a condition of employment that all existing employees and all new employees employed after ratification of this agreement shall within 60 days after the effective date of this agreement or 60 days after the commencement of employment, whichever comes later, either;

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing.

OR

2. Cause to be paid to the Union a representation fee equivalent to the dues uniformly required of members of the exclusive bargaining representative.
3. The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency cost that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.
4. In the event the dues or special assessments of the Union exceed a reasonable representation fee, the employee will only be required to pay the representation fee.

## ARTICLE 3

### UNION RIGHTS AND RESPONSIBILITIES

3.1 **Union Rights.** The Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

3.11 **Meeting Facilities.** The use of school facilities for meetings, when a custodian is on duty, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for use of school facilities.

3.12 **Employee Communications.** The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the Employer's mail service. All materials shall bear the name of the Union and the name of the person authorizing the posting or the distribution thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer nor to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

3.2 **Union Responsibilities.** The Union shall have, in addition to other responsibilities expressly set forth herein, the following responsibilities:

3.21 **Union Representatives.** The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a written notice.

3.22 **Compensation for Union Business.** The maximum number of employees who shall be paid by the Employer while conducting negotiations and processing a specific grievance, under the formal grievance procedure of this agreement, shall be limited to six (6) and compensation shall be the regular straight time rate of pay and shall cease at the end of the regular scheduled working hours of any day on an assigned shift. The Employer shall not be obligated to pay employees for attending called Union meetings in preparation for negotiations or in preparation for presentation of a grievance under the formal grievance procedure of this Agreement.

3.23 **Working Conditions.** Duly authorized representatives of the Union shall be permitted to participate in any discussion relative to hours, wages, and working conditions at any time upon presentation of proper credentials to the employer or his designated representative, provided it will not be detrimental to the management and function of school and its students.

## **ARTICLE 4**

### **NO STRIKE**

The Union, its members, its representatives and agents agree that they shall not cause, support or take part in a strike or withholding of services for the duration of this Agreement.

## ARTICLE 5

### SENIORITY

- 5.1 **Probationary Period.** A new employee shall be in a probationary period for the first 40 actual days worked. There shall be no seniority for probationary employees, and such employees, including laid off, suspended, or discharged probationary employees, shall have no recourse to the terms of this Agreement.
- 5.2 **Seniority Defined.** Seniority shall be measured from the date that an employee first performed services for the Employer. If two (2) or more employees have the same service date, the employee having the lowest Social Security Number shall be deemed to be most senior. For the purpose of this section "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer. A break in service of not more than twelve (12) calendar months or an authorized leave of absence shall not be an interruption of service, but such period shall not be included in the determination of the total amount of seniority except as required by law or as the terms of the leave of absence shall otherwise provide. Part-time employees shall have their service time prorated for the purpose of determining seniority against full-time employees.
- 5.3 **Seniority List.** The Employer shall prepare and maintain a seniority list, a copy of which shall be furnished to the Union upon request. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service date starting with the employee with the greatest amount of seniority at the top of the list. The initial seniority list shall be prepared within a reasonable time after the effective date of this Agreement.
- 5.4 **Loss of Seniority.** Seniority shall be lost if the employee:
- 5.41 Voluntarily quits;
  - 5.42 Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;
  - 5.43 Retires;
  - 5.44 Takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing; or
  - 5.45 Otherwise terminates his employment relationship with the Employer.
- 5.5 **Super Seniority.** The Unit President and two (2) Stewards, by virtue of their positions, shall have top seniority within the bargaining unit for the purposes of layoff and recall.



## ARTICLE 6

### VACANCIES, PROMOTIONS, AND TRANSFERS

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

- 6.1 **Notice.** Notice of all vacancies and newly created positions within the bargaining unit shall be posted in each building for five (5) days and a copy sent to the union president. When school is not in session, notice shall be sent to every employee. Employees with jobs that will be eliminated must have two (2) weeks notice, when possible to do so.
- 6.2 **Bidding.** Any employee in the bargaining unit may bid for a job opening by notifying the Employer in writing within the posting period.
- 6.3 **Selection.** Any posted position within the bargaining unit shall be filled by the most senior employee who has bid for the position and who possesses the qualifications for such position as determined by the Employer. An employee, to be eligible, must have performed satisfactorily in his 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 employ a new hire.
- 6.4 **Trial Period.** The successful applicant shall be granted a trial period of thirty (30) work days, provided that the Employer may terminate the trial period early after consultation with the Union if the employee demonstrated a clear lack of ability to learn the job where safety and health are involved.
- 6.5 **Compensation.** The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new classification of position provided that if such rate of pay for the new classification or position is greater than the rate of pay for the former classification or position, payment for the difference in pay shall be suspended until the employee shall have satisfactorily completed the trial period. Upon such completion, he/she shall be entitled to receive the suspended portion of his compensation.
- 6.6 **Transfers.** It is recognized that changes in assignment are sometimes necessary. Although the right of determination 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 for the job shall be selected. Reasonable consideration will be made to remove an involuntary transfer when it is practical to do so.

## VACANCIES, PROMOTION, AND TRANSFERS (Cont.)

- 6.7 **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 former rate.

## ARTICLE 7

### LAYOFF AND RECALL

- 7.1 **Determination.** If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.
- 7.2 **Layoff Procedure.** In case of layoff, the least senior aides shall be laid-off first as long as there are qualified aides to meet the staffing requirements of each classification. If an aide to be laid-off in a classification is more senior and holds the qualifications for another classification as determined by the employer, that aide may bump the less senior aide in the other classification. In the case of layoff, the employer will make reasonable effort based on qualifications to provide the more senior aides remaining the longer work schedule. Other than provided by law, wages and benefits are suspended during a period of layoff.
- 7.3A **Recall Procedure.** Employees shall be recalled in the reverse order in which laid-off, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the qualifications necessary to perform the duties of the job to which the employee will be assigned. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer or the notice to report to work was given to the employee less than forty-eight (48) hours in advance, the employee shall be considered as a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate twelve (12) months following layoff.
- 7.3B **Intent to Return.** Upon receiving notice of recall, the employee shall notify the employer within 72 hours whether or not he/she will return to work.
- 7.4 **Change of Address.** It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive. If change of address is not provided, the employee shall not be subject to recall provided the recall procedure is followed.
- 7.5 **New Hires.** No new aides shall be hired while qualified aides are on lay-off status.

## ARTICLE 8

### AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse effect on the quality of the Employer's educational program, imposes increased responsibilities on other employees and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

- 8.1 **Leave Days.** Leave days will be front loaded by providing three (3) days at the beginning of the school year. One (1) day per month will be added commencing at the end of September through May for a yearly total of twelve (12) days.
- 8.12 **Leave Days Defined.** These days may be used for illness, accident or disability (other than worker's compensation disabilities) of the employee or the employee's spouse or children or parents of the employee. Such days may also be used for the personal business of the employee. It is agreed that leave days shall not be used for recreation, including by example, hunting, fishing, camping, or general shopping trips. Nor may these leave days be used to begin or extend a school vacation or holiday period. However, one (1) such day annually may be used to attend a school activity or trip in which an employee has a child or grandchild participating.
- 8.13 **Unused Leave Days.** Leave days shall accumulate to a total of forty-five (45) days. These days will be supported by a Board paid long term disability policy on each eligible employee. Upon termination or retirement after twelve (12) years of service, an employee shall receive a bonus payment equal to one (1) hour's pay at the employee's current hourly rate multiplied by the number of accumulated days.
- 8.2 **Jury and/or Court Leave.** An employee who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal, and, providing that it will not apply to any cause in which the employee is the party to the action, shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance.
- 8.3 **Funeral Leave.**
- A. An employee shall be entitled to receive up to six (6) days leave with pay due to the death of his/her spouse, mother, father, child, stepchild, brother, or sister to the extent reasonably required to attend the funeral of the deceased.

## AUTHORIZED ABSENCE (Cont.)

- B. An employee shall be entitled to receive up to two (2) days leave with pay due to the death of his/her grandparents, or current grandparents-in-law, mother-in-law, father-in-law, brother-in-law, or sister-in-law, or grandchildren, also up to two days per year deducted from sick leave for the funeral of a daughter-in-law or son-in-law, to the extent reasonably required to attend the funeral of the deceased.

### 8.4 Military Leave

8.41 **Regular Duty.** An employee who is drafted or volunteers for the Armed Forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as provided by applicable federal law.

8.42 **Temporary Duty.** An employee called to temporary active duty as a member of the National Guard or other reserve until shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such employee during any such temporary military leave of absence.

8.5 **Family & Medial Leave Act.** Unpaid leave necessary to respond to one's own, or to one's family health or medical problems or other related conditions shall be governed by the federal Family & Medical Leave Act. At the option of the Board of Education, and upon the request of the employee, the Board may extend such leave up to one year. This meritorious leave or extension shall not constitute a precedent for future request and shall not be subject to the grievance procedure.

## ARTICLE 9

### PAID HOLIDAYS

9.1 The following holidays shall be paid holidays.

Thanksgiving Day, and Day After  
Christmas Day  
New Year's Day  
Memorial Day

9.2 Holiday pay shall be at the regular hourly rate for the number of hours that the employee normally works. To be eligible for holiday pay, the employee must have worked the last scheduled day prior to the holiday and the first scheduled day following the holiday.

9.3 Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

## ARTICLE 10

### WORKING HOURS

- 10.1 It is understood that this Article is not intended to guarantee any employee any number of hours per day or per week.
- 10.2 Employees will be expected to keep time cards on which they will record the number of hours they work daily. These will be turned in as instructed by the personnel office. The records will be used to determine the pay of each employee. Each employee is required to report to work before his/her appointed starting time, remain at work until after his/her appointed ending time. Any falsifying of time cards is considered a cause for discipline up to and including dismissal. Each employee is required to sign his/her time card and submit it to the principal in the building in which he/she works. Lunch periods are unpaid.
- 10.3 The normal work week will be Monday through Friday, but may be less due to the school calendar.
- 10.4
- A. Aides are eligible for two fifteen minute rest periods per day if the employee works a schedule of at least six hours. Employees working schedules of less than six hours, but greater than three hours, shall be eligible for one fifteen minute rest period. The supervisor will schedule such rest periods.
  - B. Employees working at least four (4) hours per day shall be entitled to a thirty (30) minute unpaid lunch break. It is understood, situations may arise in which the employee will not receive the entire thirty (30) minutes, but the Board shall not shorten the lunch break for arbitrary reasons. Should the employee be assigned work during their unpaid lunch, which results in a loss of fifteen (15) minutes or more of the unpaid lunch break, they shall be compensated by being paid for the time worked, or they shall be given compensatory time off equal to the time lost.
  - C. When assigned by the principal in the building in which they work, to work beyond their normal work day, aides shall be paid for this additional service to the district. Required meetings, inservice education or similar activities requiring attendance and extending beyond the normal shift shall be compensated at the employee's hourly rate.
- 10.5 Employees shall receive time-and-one half (1 1/2) for hours they work in excess of forty (40) hours per week, provided the aides shall not receive time-and-one half for hours they work for special programs such as athletic programs. In those cases, they shall be paid whatever the amount for that job is.

## ARTICLE 11

### GRIEVANCE PROCEDURE

- 11.1 A grievance shall be defined as a violation of a specific written term or provision of this Agreement.
- 11.2 The time limits specified in this Article shall be firm and the only allowable exception shall be by written approval by both parties.
- 11.3 An employee who feels he/she has a grievance shall follow the grievance procedure specified below.

Step 1 If the employee, within 10 calendar days of the alleged occurrence, shall discuss the grievance with his/her immediate supervisor. The employee may have a Union Representative present.

Step 2 If the employee is not satisfied with the supervisor's response, or the supervisor fails to respond, the employee or steward may file a written grievance with his/her Building Principal within five (5) working days of the date of receipt of the supervisor's answer or within five (5) days of the date the supervisor's response was due.

Step 3 If the Union is not satisfied with the Building Principal's answer, or no answer has been given, the Union may appeal the grievance to the Superintendent. Such appeal must take place within two (2) working days of the date the employee received, or should have received, the Building Principal's answer.

Within five (5) working days of receipt of the appeal, the Superintendent, or his designated representative, shall schedule a meeting to hear the grievance.

The Superintendent, or his designated representative, shall respond to the grievance within five (5) working days following the meeting.

Step 4 If the Union is not satisfied with the Superintendent's answer, or if no answer is given, the Union may, within five (5) days of receipt of Superintendent's answer, or within five (5) days of the date the answer was due, notify the employer of its intent to submit the grievance to mediation. A mediation meeting date shall be set by MERC to the satisfaction of both parties.



## GRIEVANCE PROCEDURE (Cont.)

Step 5 If the grievance is not settled by any of the above steps, the Union may, within ten (10) calendar days after the receipt of the written answer from the Superintendent, give notice of its intent to submit the grievance to arbitration. In the event the employer and the Union cannot agree on the choice of an arbitrator within ten (10) days after the Union has notified the employer of its intent to arbitrate, the parties shall obtain a panel of five (5) names from the State Labor Relations Service. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains. The arbitrator may determine the effective date for his disposition of a grievance, shall have full authority in any way the facts justify to alter or change discipline or discharge penalties imposed by the employer. The arbitrator shall have jurisdiction only to interpret, apply in compliance with this Agreement and shall not add to or detract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expense of the arbitrator and the cost of the place of such hearing as is selected for the hearing by mutual agreement of the parties will be equally divided between the employer and the Union. The parties shall bear individually the costs of presenting their respective case in arbitration.

## ARTICLE 12

### DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. Upon written request, the District shall provide a written response explaining the basis for said action.
- B. An employee shall be entitled to have present a representative of the Union when disciplinary action is being taken which will become part of the employee's personnel file.
- C. Discipline may include any of the following:
  - 1. Written reprimand
  - 2. Suspension without pay
  - 3. Discharge
- D. Any grievance filed as a result of disciplinary action taken shall be filed at the third step of the grievance procedure. Such grievance must be filed within ten (10) calendar days of the discipline.

## ARTICLE 13

### GENERAL

- 13.1 **Mileage.** When an employee is required by his supervisor to use his own automobile for the Employer's business, he/she will be paid the same as the teachers receive and all future increases.
- 13.2 **Inclement Weather, Natural Disaster or Other Uncontrolled Events - Professional Courtesy Clause.**
- A. Generally, employees shall not be expected to report to work during inclement weather, natural disaster or other uncontrolled events if school is canceled for students. However, from time to time the Board may have projects, studies or other activities that may require the employee's presence. When such occasions occur, the request is made by the employer for the employee to report to work, the employee will be expected to make a reasonable effort to report. However, no penalties will be applied if the employee states that he/she is unable to attend. Aides shall be paid for inclement weather days, natural disaster or other uncontrolled events. If days must be made up to meet instructional requirements, employees will not be entitled to additional compensation.
  - B. At such time that the state requires the make up of inclement weather days, natural disaster or other uncontrolled events and other school cancellations, aides will not be paid for days lost, but will be paid for all days made up.
  - C. Because of state requirements, employees will be expected to work beyond the regular school year calendar to make up days lost to inclement weather, natural disaster, or other uncontrolled events.
- 13.3 **Outside Activity.**
- 13.3A Any computer or tutor aide that is requested to do outside activities shall be paid \$1.50 per hour plus normal wage rate. Computer or tutor aides who have outside duties shall receive a ten (10) minute grace period after returning before reporting to his/her classroom assignment.
  - 13.3B Employees with a doctor's excuse will not be required to go outside during the period the excuse is in effect. Employees who are permanently impaired from performing outside duty due to non-related injury or illness may be dismissed for being unable to perform the duty for which they were hired. The Board or its designee will meet with the Union to consider other possibilities if the Union so requests on behalf of the employee.

## GENERAL (Cont.)

- 13.4 **Insurance.** One hundred sixty-five dollars (\$165 - 1997-98; \$175 - 1998-99; \$185 - 1999-00) will be provided for the purchase of medical insurance. Members not currently covered by other medical/hospitalization insurance and wishing to purchase insurance will be covered by Blue Cross/Blue Shield Three Star Plan as offered through the AFL-CIO and administered by Michigan Employee Benefit Services. Health care coverage shall not provide insurance to the employee or his/her dependent for abortion services, other than for spontaneous abortion or to prevent the death of the woman upon whom the abortion is performed, as specified under the State Aid Act. The Board of Education retains the right to select, change or alter carriers on the anniversary date of any and all insurance packages, as long as the insurance is substantially equivalent. The Board of Education agrees to provide fifty-five dollars (\$55 - 1997-98, 1998-99; \$60 - 1999-00) per month to employees not electing medical insurance coverage to include term life insurance, short term disability or annuities as subject to Section 125.
- 13.5 **Long Term Disability.** Effective September 1, 1995, the Board shall purchase long term disability insurance for each eligible employee as income protection for employees who have been disabled for at least 45 days and have exhausted all their remaining sick leave. Reimbursement shall not be for less than 66 2/3% of their monthly earnings and shall not exceed twelve hundred (\$1200) per month. The coverage will extend when appropriate to age sixty-five (65).
- 13.6 **Full Time Defined.** Full time employees shall be considered to be those that work at least 6.25 hours per day (during the scheduled student day school year). Persons who work less than the 6.25 hours per day, but more than 3.125 hours per day shall receive benefits prorated. Persons working less than 3.125 hours, including all playground aides, shall not receive any insurance benefits as provided in Article 13, Section 4 of this agreement. When one-half student school days occur, aides receive pay for one-half work day.
- 13.7 **Testing of Computer Aides.** Test will be administered to aides entering this classification to (1) determine aptitude for this assignment, and (2) at a later date, another test to determine whether the aide has mastered the skills necessary to work in the position. Aides failing to obtain a score of 70% or higher on a test selected by the Board may be disqualified from transfer to this position or, if being trained as a computer aide, removed from the classification and returned based on seniority to the last previous classification.
- 13.8 **Current tutorial (assisting in classroom instruction), resource (library) center, and computer assisted instructional support aides will be required to participate in South Haven Public Schools staff development. All other aides are encouraged to participate. Aides who participate in staff development training will be compensated at their hourly rate.**

## **ARTICLE 14**

### **SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder. Upon mutual agreement, the null and void provision will be negotiated to the extent it is found to be illegal.

## ARTICLE 15

### HEALTH AND SAFETY

1. Any physical examination of employees in the employ of the Board which are required by the Employer shall be at the expense of the Employer.
2. Employees must report to their supervisor in writing and within 24 hours (on a form supplied by the Employer) all accidents or injuries sustained by students or themselves during working hours.
3. All employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as required by the Employer.
  - (a) Safety devices or equipment as are required by the Employer shall be at the expense of the Employer, with exception of prescription lens and footwear.

## ARTICLE 16

### BOARD OF EDUCATION RIGHTS

- A. The Board, in its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality of the foregoing, the right:
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during hours of employment.
  - (2) To hire all employees, and subject to the provision of law, to determine their qualifications, and the conditions for their employment, or their dismissal or demotion; and to promote, and transfer all such employees.
  - (3) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of aides and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

**ARTICLE 17**

**WAGES**

	Tutorial Aide Classification Year 1 1997-98	Tutorial Aide Classification Year 2 1998-99	Tutorial Aide Classification Year 3 1999-00
40 Working Days	\$7.10	\$7.31	\$7.49
1st Step	7.74	7.96	8.16
2nd Step	8.39	8.63	8.85
3rd Step	8.82	9.08	9.31
4th Step	9.11	9.37	9.60
5th Step	9.47	9.74	9.98
6th Step	9.83	10.12	10.37
7th Step	10.35	10.65	10.92

	Playground Aide Classification Year 1 1997-98	Playground Aide Classification Year 2 1998-99	Playground Aide Classification Year 3 1999-00
40 Working Days	\$7.10	\$7.31	\$7.49
1st Step	7.74	7.96	8.16
2nd Step	8.03	8.26	8.47
3rd Step	8.33	8.57	8.78
4th Step	8.63	8.88	9.10

	Computer Aide Classification Year 1 1997-98	Computer Aide Classification Year 2 1998-99	Computer Aide Classification Year 3 1999-00
40 Working Days	\$9.66	\$9.94	\$10.19
1st Step	10.20	10.50	10.76
2nd Step	10.35	10.65	10.92
3rd Step	10.67	10.98	11.25

**Longevity:** Year 12 through 13 - Ten (10) cents added to the hourly rate. The ten cents does not accumulate. Beginning year 14 and each year thereafter, longevity shall be twenty (20) cents per hour which shall not accumulate.



ARTICLE 18

DURATION

This Agreement shall be effective upon ratification and shall terminate upon expiration date of August 1, 2000.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

SEIU LOCAL 586

SOUTH HAVEN PUBLIC SCHOOLS

By: *Jama Shetter*  
SEIU President

By: *Michael D. Amett*  
Board President

Date: 12-9-97

Date: 1/12/98

By: *Ray C. Venema*  
SEIU Representative/Chief Negotiator

By: *Kevin Stewart*  
Board Representative/Chief Negotiator

Date: 12-9-97

Date: 1/12/98

