

8-31-73

Benton Harbor

A G R E E M E N T

THIS AGREEMENT made and entered into this 26th day of February _____, 1971, by and between the BENTON HARBOR AREA SCHOOLS BERRIEN COUNTY, MICHIGAN, hereinafter referred to as the Board and the BENTON HARBOR SCHOOL DISTRICT PARAPROFESSIONALS hereinafter referred to as the Union,

W I T N E S S E T H:

The general purposes of this agreement are 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 interests of the Board, its employees and the Union. Recognizing that the well-being of the Board and the job security of the employees depend upon the Board's ability to continue to provide the proper facilities for those whom the Board serves, the Board and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE I - RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining representative in respect to wages, hours and other conditions of employment for all of the Board's paraprofessional employees, (orthopedic, pre-school and middle-city aides) of the Benton Harbor Area Schools but excluding administrative employees, supervisor employees, maintenance employees, teachers, secretaries, food service employees, hall supervisors and all other employees.

Section 2: The term "paraprofessional" when used herein shall be deemed to mean those employees who are included in the bargaining unit as above described and wherever the male pronoun is used it shall be deemed to mean "male and/or female."

Section 3: The Union recognizes and agrees that except as limited or abrogated by the terms and provisions of this agreement or by law, all rights to manage the operations of the

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school district and to direct and supervise the employees who come within the jurisdiction of this agreement are solely and exclusively vested in the Board.

Section 4: The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, nationality or political belief, or marital status, nor shall either discriminate against any employee because of his membership or non-membership in the Union.

Section 5: The Union agrees that, except as specifically provided by the terms and provisions of this agreement, employees shall not be permitted to engage in Union activity during their working hours.

ARTICLE II - REPRESENTATION

Section 1: The Board recognizes and agrees that the Union shall have the right to designate or elect a steward for each school building covered by this agreement.

Section 2: The Union shall have one (1) chief steward. The president of the Local Union shall designate an alternate for the chief steward who shall function as such only in the absence of the latter.

Section 3: The Union shall be represented by a grievance committee of not to exceed three (3) members.

Section 4: Immediately after the execution of this agreement, the president of the Union shall promptly notify the personnel office, in writing, of the names of the stewards, the chief steward and the members of the grievance committee and will promptly notify the personnel office, in writing, of any changes or replacements therein.

Section 5: It is expressly understood that, in no event, shall any Union representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the prior approval of his building principal.

Section 6: The Employer shall provide bulletin board space in each building for the exclusive use of the Union for the posting of notices and other materials related to Union activities;

however, nothing of a political or derogatory nature shall be placed thereon.

Section 7: The Union shall have the right to make use of inter-school mails for the purpose of transporting communications relative to Union business, and each building steward shall have the right to place such materials in the mailbox of each paraprofessional in his building; however, nothing of a political or derogatory nature shall be transmitted thereby.

Section 8: School rooms may be used by the Union for meetings and special programs, provided that:

- (a) Arrangements are made in advance with the building principal.
- (b) Meetings are scheduled within the regular shift hours of the custodial staff.

Section 9: The Board agrees to make available to the Union any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints. It is understood and agreed that nothing herein is intended to require the Board to compile information in any form not normally followed, nor to secure information in advance of the time such information is normally available to the Board.

Section 10: All employees who, as of the effective date of this agreement, are members of the Union and all employees who may thereafter join the Union shall, during the life of this agreement, as a condition of continued employment, maintain their membership in good standing to the extent of tendering payment of the monthly Union dues uniformly required of all Union members.

Section 11: During the life of this agreement the Board agrees to deduct from the first paycheck of each month, for those employees who so authorize by properly executed payroll deduction authorization cards, the monthly dues and initiation fee in such amounts as shall be certified by the financial secretary of the Union. The check-off authorization shall be in writing, signed by the employee, and shall afford such employee the right to revoke such authorization upon its anniversary date or upon the expiration of this agreement, whichever occurs first. The Board shall furnish the Union each month a list of all

members for whom such deductions have been made. The Union agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of the Board's compliance with the provisions of this Section.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement or the reasonableness of any rule related to wages, hours or working conditions.

Section 2: In the event a complaint has not been resolved by oral discussion between the employee involved and his immediate supervisor, the following procedure shall apply:

Section 3: FIRST STEP. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract or the rule which has allegedly been violated, must be signed by the aggrieved employee who is filing the grievance and must be presented to the employee's immediate supervisor within three (3) regularly scheduled working days after the occurrence of the event upon which it is based or after the employee has knowledge or should have had knowledge of such event. The employee's immediate supervisor shall give a written answer with the reasons therefor to the aggrieved employee and to the Union, within three (3) regularly scheduled working days after receipt of the written grievance.

Section 4: SECOND STEP. If the grievance has not been resolved in the First Step, then, within three (3) regularly scheduled working days after receipt of the First Step answer by the aggrieved employee, the building steward shall present the grievance to the building principal. After discussing the grievance, the building principal shall, within three (3) regularly scheduled working days after receipt of the grievance at this Step, answer the grievance, in writing with the reasons therefor, and present the same to the building steward.

Section 5: THIRD STEP. If the grievance has not been resolved in the Second Step, then within five (5) regularly scheduled working days after receipt of the Second Step answer by the building steward, the chairman of the Union's grievance committee

shall present the grievance, in writing, to the assistant superintendent for personnel, or his designated representative. Within five (5) regularly scheduled working days after the grievance has been presented to the assistant superintendent for personnel, or his designated representative, a meeting between the Union's grievance committee and the Board's committee shall be held. Within five (5) regularly scheduled working days after such meeting, the assistant superintendent for personnel, or his designated representative, on behalf of the Board's committee, shall give a written Third Step answer together with the reasons therefor to the chairman of the Union's grievance committee.

Section 6: FOURTH STEP. If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall, within seven (7) regularly scheduled working days following receipt of the Board's Third Step answer, advise the Board or its designated representative, in writing, that such answer is unacceptable, the reason it is deemed to be unacceptable and, in such written notice, further advise the Board or its designated representative that the matter is being referred to the Appeal Board.

- (a) The Appeal Board shall consist of two (2) representatives selected by the Board and two (2) representatives selected by the Union. The Appeal Board shall meet within fourteen (14) calendar days of the receipt of the above appeal notice by the Board and shall render a decision within seven (7) calendar days following such meeting, which decision shall be final and binding upon the parties to this agreement.

In the event the Appeal Board, above described, is unable to arrive at a mutually acceptable solution to the grievance, then the Board's and the Union's representatives on the Appeal Board shall jointly select an impartial chairman with whom they shall meet and to whom they shall present the facts and their respective positions concerning the grievance. In the event the Appeal Board cannot agree upon an impartial chairman who agrees to serve within fourteen (14) calendar days, the American Arbitration Association shall be requested to furnish a

panel of arbitrators from whom the selection of a chairman on an ad hoc basis, shall be made. The impartial chairman shall have such reasonable time as he shall require after such meeting to render his decision, which shall be final and binding upon the parties to this agreement.

- (c) Neither the Appeal Board in (a) above, nor the impartial chairman in (b) above, shall have any authority to add to, subtract from, change or modify any provisions of this agreement, but shall be limited solely to the interpretation and application of the provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the Appeal Board and/or its impartial chairman, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.
- (d) The expenses and fees, if any, of the members of the Appeal Board shall be borne by the parties by whom they are selected. The expenses and fees of the impartial chairman (and the American Arbitration Association, if used) shall be shared equally by the Board and the Union.

Section 7: The time limits at any step of the grievance procedure may be extended by mutual agreement which agreement shall be reduced to writing. In the event the Union does not appeal the grievance from one step to another within the time limits specified, the grievance shall be considered as having been withdrawn without prejudice. In the event the Board or its designated representative fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be advanced to the next step of the grievance procedure, except that nothing herein contained shall be construed to automatically advance a grievance to the Appeal Board Step.

Section 8: Meetings of the joint grievance committees provided for in the Third Step of the grievance procedure shall start not later than one (1) hour prior to the end of the regular work day, with pay, on the day for which they are scheduled.

Section 9: The Union shall have the right to file grievances on behalf of the entire Union body commencing at the Third Step of the grievance procedure.

Section 10: If a grievance arises from the action of authority higher than the employee's immediate supervisor, the grievance shall be instituted at Step Two of this procedure. If a grievance arises from the action of authority higher than the building principal, the grievance shall be instituted at Step Three of this procedure. All grievances filed pursuant to this Section shall be filed within three (3) regularly scheduled working days as set forth in Section 3 of this Article.

Section 11: No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

Section 12: "Regularly scheduled working days" when used herein shall be deemed to mean Monday through Friday excluding holidays that occur on any of such days.

ARTICLE IV - DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Union shall be discharged from his employment from and after the date hereof and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the assistant superintendent for personnel within two (2) regularly scheduled working days after such discharge.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Board shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he may have earned at other employment during such period.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1: 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 work stoppage, slowdown or strike. The Board agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the Board.

ARTICLE VI - SENIORITY

Section 1: An employee's seniority shall be defined as his length of continuous service with the Board since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular employee at the instruction of the Board since which he has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, transfers or for layoffs for lack of work or funds except as hereinafter provided.

Section 2: All employees shall be probationary employees until they have completed two (2) years of employment as a regular employee. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated in the sole discretion of the Board without regard to their relative length of service. However, the Board will give the employee the reason for his termination which shall not be subject to the grievance procedure. At the conclusion of an employee's probationary period the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: Within ten (10) calendar days after the date of execution of this agreement, the Board will post the seniority list on the appropriate bulletin board with a copy to the Union president. The Board will maintain an up-to-date seniority list a copy of which shall be posted on the appropriate bulletin board within twenty (20) calendar days after the beginning of each school semester. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two or more employees have the same last name, the same procedure shall be followed in respect to their first names.

Section 4: An employee's seniority shall terminate:

- (a) If he quits or is discharged.
- (b) If following a layoff for lack of work or funds, he fails or refuses to notify the Board of his intention to return to work within seven (7) calendar days after written notice, sent by certified mail of such recall, is sent to his last address on record with the Board or, having notified the Board, of his intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his return whichever is the later.
- (c) If he is absent from work for three (3) consecutive working days without notifying the Board prior to or within such three (3) day period of a justifiable reason for such absence, unless the employee presents an excuse acceptable to the Board that he was unable to do so.
- (d) If he accepts employment elsewhere while on leave of absence which employment has not been authorized by the Board or does not return to work immediately following the termination of a leave of absence unless, he presents evidence satisfactory to the Board that it was impossible for him to return to work at the expiration of such leave.
- (e) If an employee is laid off for lack of work or funds for a continuous period of twenty-four (24) or more consecutive months.

Section 5: Employees shall be notified in writing of their forthcoming schedule and assignments as early as possible. A master schedule properly posted shall suffice. Employees who will be affected by a change in assignments during the school year will be notified and consulted by their building principal as soon as practicable. The superintendent of schools has the sole right to assign employees to positions for which they are qualified within the school district.

Section 6: The assignment of various duties to non-certificated employees within each school building shall be the responsibility of the building principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground or any other area over which a teacher has primary responsibility will be made after the building principal has conferred with the teacher or teachers and the paraprofessional(s) who are in charge of the supervisory responsibilities of the students. In the event a non-certificated employee interferes with a teacher in the execution of his responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a written report of the incident setting forth all the facts and the teacher's recommendations.

Section 7: The Board shall have the right to temporarily transfer employees from one job to another irrespective of their relative seniority status within three grade levels to cover for employees who are absent due to illness, accident or leaves of absence for the period of such absences. The Board shall have the right to temporarily transfer employees to fill temporary vacancies and to take care of unusual conditions or situations that may arise until the end of the school semester.

Section 8: The request by an employee for a transfer to a different school building or job must be made in writing and presented, in triplicate on a form provided by the Board, to the assistant superintendent for personnel through the employee's building principal. The application shall set forth the reasons for the request, the school or job sought, and the applicant's qualifications which support the request. Such request must be reaffirmed each year to assure consideration by the superintendent. The employee who applies first shall be given preference irrespective of his relative length of seniority. Each applicant shall be notified in writing as to the action taken regarding his request as soon as is practicable.

Section 9: In the event a vacancy occurs which has not been filled under the provision of Section 8 of this Article and the Board deems it necessary to fill such vacancy the Board subscribes to the policy of filling vacancies from within its own employee staff. Therefore, whenever a permanent vacancy occurs or is anticipated, a notice thereof shall be posted on a bulletin board in each school building for five (5) school days before the position is filled. Employees who desire to be considered for the vacancy shall submit his bid in writing on a form

provided by the Board to the assistant superintendent for personnel. Permanent vacancies shall be filled by the applicant who, in the judgment of the administration, possesses the most experience, competency, qualifications and other relevant attributes required to satisfactorily perform the job. If two or more applicants, in the judgment of the administration, possess the above enumerated attributes to a higher degree than other applicants and among them they possess the attributes to a relatively equal extent, the applicant among them with the greatest length of continuous service since his last hiring date will be given preference. In the event the Board decides to reduce the number of employees through layoff of employment, or reduce the number of employees in a given job, field or program, or eliminate or consolidate positions, the Board shall determine the order of the layoff in accordance with the employees' length of continuous employment providing always that there are employees with seniority who are able and have the then present ability to satisfactorily perform the work of the laid off employee without a break-in or training period.

Section 10: In the event a personality conflict develops between a paraprofessional and his or her assigned teacher, the paraprofessional shall have the right to submit a written request to the principal requesting a transfer, without prejudice, to an existing vacancy, or the first vacancy that becomes available, for which the paraprofessional is fully qualified. Upon the submission of the request for transfer the principal shall interview the paraprofessional for the purpose of ascertaining the problem and placing the paraprofessional in a vacancy for which he is qualified. Requests for transfer pursuant to this section shall take precedence over a request for transfer submitted pursuant to Section 8 of this Article. If two or more paraprofessionals seek a transfer pursuant to this section the administration agrees to investigate the feasibility of switching paraprofessional assignments among the employees involved.

ARTICLE VII - LEAVES OF ABSENCE

Section 1: A leave of absence for personal reasons of not to exceed one (1) year may be granted without pay and without loss of seniority to an employee who has completed his probationary period with the Board since his last hiring date, provided, in the judgment of the Board, such employee can be spared from his work. A leave of absence will not be granted to seek or accept other employment.

A request for a leave of absence hereunder must be made in writing on a form provided by the Board with one (1) copy thereof given to the employee's building principal and another copy sent to the personnel office. Such request must be made and the approval thereof received by the employee prior to his absence in order for the employee to be on an approved leave of absence.

Section 2: A maternity leave of absence without pay and without seniority shall be granted to an employee who has completed her probationary period. Such leave shall commence not later than the end of the fifth month of pregnancy except, when that date falls within one (1) school month of the end of a semester, the employee may be permitted to complete the semester. In the event such pregnancy adversely affects the work and/or the attendance of the employee prior to the end of the fifth month of pregnancy, such employee shall be required to start maternity leave at such earlier date. An employee on maternity leave shall be re-employed at the beginning of the first regular semester of the school year following such leave provided there is a vacancy for which such employee qualifies. However, such employee must give the administration a written notification of intent to so return at least by April 1 immediately preceding the start of such semester and if required by the administration, must present a medical report from a qualified physician verifying she is physically able to so return. If the pregnancy is interrupted or the child dies, the leave of absence may be terminated and such employee shall be eligible for re-employment provided: (1) She has a certificate of good health from a qualified physician and (2) a vacancy exists for which she is qualified.

Section 3: An employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay for that purpose and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 4: Upon return from an authorized leave of absence a paraprofessional shall be afforded the opportunity to accept the first vacancy for which he is qualified, seniority permitting.

ARTICLE VIII - EMPLOYEE EVALUATIONS

Section 1: The building principal or assistant principal and the teacher to whom the employee is responsible and the coordinator of aides will prepare a written evaluation of each employee based on personal observations and conferences with the employee at least once a year. Probationary employees shall be evaluated at least twice during the school year; two (2) months following the employee's commencement of service, and again at the beginning of the second semester of each probationary year by the employee's immediate supervisor, the building principal or assistant principal and the coordinator of aides.

Section 2: Copies of the written evaluation shall be submitted to the employee at the time of personal interviews or within ten (10) days thereafter. One to be signed indicating full knowledge of its content and returned to the administration, the other to be retained by the employee. In the event the employee feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

Section 3: Any complaint regarding an employee made to the administration by any parents, student or other person which is considered in evaluating said employee's performance will be called to his attention as soon after the complaint has been made as is practicable. Each employee will have the right, upon written request, to review the contents of his personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be scheduled with and made in the presence of the administrator responsible for the safekeeping of such file or someone by him designated. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administrator will remove such credentials or reports from the file prior to the review of the file by the employee.

Section 4: An employee, who has a complaint filed against him by an administrator, teacher, student or parent, which is used in evaluating said employee, may file a grievance challenging the validity and use of said complaint.

ARTICLE IX - DISCIPLINE OF EMPLOYEES

Section 1: Employees are required to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that an employee may reasonably refuse to carry out an order which endangers his health or safety.

Section 2: An employee who has completed his probationary period shall not be disciplined, reprimanded, or discharged without just cause. Any such action which is claimed to be unjust may be questioned through the grievance procedure. All information forming the basis for disciplinary action will be available to the employee and the Union upon request by the employee.

- (a) It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, the act of filing such grievance shall constitute his authorization of the Board to reveal to the participants in the grievance procedure any and all information available to the Board concerning the alleged offense and such filing shall further constitute a release of the Board from any and all claimed liability by reason of such disclosure.

Section 3: The Board shall have the right to make such reasonable rules and regulations not in conflict with this agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any such rule established after the date hereof or any complaint relative to the discriminatory application thereof may be considered a grievance and subject to the grievance procedure contained in this agreement.

ARTICLE X - WAGES AND HOURS

Section 1: The salary schedules of employees covered by this agreement are set forth in Appendix A which is attached hereto and by this reference become a part hereof for the duration of this agreement.

Section 2: The regular school day for employees covered by this agreement shall extend from not later than fifteen (15) minutes

before the first bell or clock admitting students into school and continuing until at least twenty-five (25) minutes after the bell or clock dismissing students from school provided, however, that exceptions may be authorized by the principal for special activities, special programs, emergencies or for individual employee job assignments.

Section 3: Any health examinations which are required for initial employment or which are periodically required to maintain employment, shall be at Board expense. The Board retains the right to select the physician who shall perform such examinations.

ARTICLE XI - SICK LEAVE

Section 1: If an employee is ill or injured and will be unable to work he is to notify the building principal and assistant superintendent for personnel or his designated representative by telephone, the number to call will be made available to all employees, at least one hour prior to the time he is expected to be at work. In the event the administration deems it necessary to provide a replacement for the employee it will do so by arranging for a substitute or temporary transfer of another employee for the duration of the illness or injury. It shall be the responsibility of the employee to call the building principal, before the close of the student's school day, the day preceding his return in order that the substitute employee can be released or the employee temporarily transferred can be notified where he is to report the following day. In the event the regular employee fails to call before the close of the student's school day the regular employee will lose a full day's pay.

Section 2: Full-time employees who regularly work four (4) or more hours per day shall accrue paid sick leave benefits on the basis of .0462 hours for each hour worked but not to exceed an accumulation in excess of ninety-six (96) hours per fiscal year nor a maximum accumulation at any one (1) time in excess of 1,560 hours. For the purpose of computing the amount of sick leave to be credited to an employee, straight time hours for which the employee is paid although he is not actively at work shall be considered as hours worked.

Section 3: Sick leave payments shall be made to eligible employees (to the extent of their accumulated credits) on the

basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight time hourly rate of the employee at the time the necessary absence occurs. Sick leave may not be used in amounts of less than one (1) hour.

- (a) Whenever a sick leave payment is made to an employee, the amount thereof shall be deducted from his accumulated credited sick leave.
- (b) When an employee continues to be absent from work due to an illness or injury after having used up his sick leave credit, he shall be removed from the payroll until he returns to work.

Section 4: To be eligible for sick leave payments the employee (1) must have worked at least forty (40) days, (2) must be unable to report for work due to his own personal illness or injury, (3) must have notified the proper authorities as provided in Section 1 of this Article and (4) if requested by the Board, must present evidence satisfactory to the Board of the necessity for such absence.

Section 5: When an employee has been absent from work due to his illness or injury, the Board may, in its discretion, require that the employee present a statement from a physician attesting to the fact that the employee is physically able to return to work.

ARTICLE XII - GENERAL

Section 1: In the event school is closed because of inclement weather or for any other reason deemed necessary by the Board, employees will not suffer a loss in pay as a result therefrom unless, the employee failed to report for work after being told to so report by his immediate supervisor, building principal or by direction of the Board.

Section 2: The following shall be recognized as holidays:

Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Memorial Day. Employees will be paid their regular straight-time hourly rate for the number of hours they regularly work on a regular school day for the above holidays. In no event, however, will an employee be paid for more than eight (8) hours for any one holiday. To qualify for holiday pay the employee must work the last day before and the first school day after the holiday.

Section 3: Employees who work four (4) or more hours per day shall receive a thirty (30) minute duty free lunch period near the mid-point of the regular school day at a time specified by the employee's immediate supervisor.

Section 4: An employee with one (1) or more years of seniority who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Board, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Board on that day on the basis of the hours for which he was scheduled at his regular hourly rate of pay.

- (a) In order to receive the payment above referred to, an employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- (b) The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

Section 5: The provisions herein contained and the Appendices attached hereto constitute the entire agreement between the parties. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

Section 6: This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.

Section 7: If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation

BENTON HARBOR AREA SCHOOLS
SALARY SCHEDULE FOR TEACHER AIDES

1970 - 1971
Effective September 1, 1970

<u>Years of Experience</u>	<u>High School Graduate</u>	<u>Two or More Years of College</u>
0	\$2.10	\$2.36
1	2.36	2.63
2	2.52	2.78
3	2.68	2.94
4	2.84	3.10

1971 - 1972
Effective September 1, 1971

0	2.21	2.48
1	2.48	2.76
2	2.65	2.92
3	2.82	3.09
4	2.98	3.26

1972 - 1973
Effective September 1, 1972

0	2.32	2.60
1	2.60	2.90
2	2.78	3.07
3	2.96	3.24
4	3.13	3.42

Employees who are currently employed and for those employees who have been previously employed who do not have a high school diploma and who have a satisfactory performance record shall continue to be employed provided, they are currently working on obtaining their high school diploma and that their job performance continues to be satisfactory.

For those employees who are currently paid more than the negotiated rate shall receive the same general increase as all other employees so long as that employee continues to work in their current position.

of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this agreement shall not be affected thereby, and the parties agree to meet for the purpose of negotiations and agreement on substitute language for the voided provision(s).

ARTICLE XIII - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the 1st day of September, 1970, and shall continue in full force and effect until 12:01 a.m. on the 31st day of August, 1973, and from year to year thereafter unless either party hereto shall notify the other in writing at least ninety (90) calendar days prior to the expiration date of this agreement or at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this agreement.

THIS AGREEMENT was executed this 26th day of February, 1971, in Benton Harbor, Michigan.

BOARD OF EDUCATION OF THE
BENTON HARBOR AREA SCHOOLS

John E. Page
President

Margaret Blakely
Secretary

Virgil May
Chairman of the Board of
Education Negotiating
Committee

BENTON HARBOR PARAPROFESSIONAL
UNION

Cecilia M. Davis
President

Valeria Forest
Secretary

Jane Freger
Chairman of the Parapro-
fessional Negotiating
Committee

DARREL J. ...

The Benton Harbor Paraprofessional Union has
this 26th day of February, 1971. ratified
the contract between the Board of Education
of the Benton Harbor Area Schools and the
Benton Harbor Paraprofessional Union.

Signed:

President Corden M. Davis

Secretary Valeria Forst