

Grand Rapids
8/31/75

AGREEMENT

between the

BOARD OF EDUCATION

of the

CITY OF GRAND RAPIDS

and the

GRAND RAPIDS SCHOOLS PARAPROFESSIONAL EMPLOYEES

AFFILIATED WITH COUNCIL #55

AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

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September, 4, 1973

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ARTICLE I

AGREEMENT AND NEGOTIATIONS

A. AGREEMENT

This Agreement is entered into on this 4th day of September, 1973, between the Grand Rapids Board of Education (hereinafter referred to as the "Board") and the Grand Rapids Schools Paraprofessional Employees of Local 2404, affiliated with Council #55, A.F.S.C.&M.E., AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

The term "employee" when used herein shall refer to paraprofessional aides included in the unit for collective bargaining as set forth in the recognition below.

B. NEGOTIATIONS DURING THE DURATION OF THIS AGREEMENT

1. The Board and Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE II

RECOGNITION

A. EMPLOYEES INCLUDED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Board INCLUDED in the bargaining units described below:

1. Head Start Aides
2. Title I Pre-Kindergarten Instructional Aides
3. Follow Through Aides
4. Elementary School (Recess) Aides
5. Instructional Aides
6. Elementary Bus Aides
7. Elementary School Social Work Aides
8. Elementary Library Aides
9. Traveling Library Aides
10. Orthopedic Program Instructional Aides
11. Oral Deaf Program Instructional Aides
12. Trainable Program Instructional Aides
13. Visually Handicapped Program Instructional Aides
14. Perceptually Handicapped Program Instructional Aides
15. Middle School, Junior High and Secondary Instructional Aides
16. Secondary School Social Work Aides or Home School Coordinators
17. Secondary Audio-Visual Aides
18. Secondary Library Aides
19. Specialist Aides
20. Lunch Program Aides
21. Office Aides

EXCLUDING:

1. Supervisors, as determined by MERC
2. All other paraprofessional employees and all other Grand Rapids Board of Education employees including student employees
3. Substitute Aides
4. Supervisor of Learning Centers

B. AID TO OTHER UNIONS

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III

UNION SECURITY

A. CONDITION OF EMPLOYMENT

Each employee, except those working three hours or less per day, covered by this Agreement shall either:

1. become a Union member within 30 days from final approval of this Agreement or from date of employment; or
2. as a condition of continued employment, pay a monthly representation fee (equal to the Union dues) as a condition of employment effective with the month following receipt by the Board of a written dues deduction authorization from the employee.

B. AMOUNT AND DATE OF DEDUCTION

The Board shall deduct a specified monetary amount, which must be certified to the Board by the local union president, from the pay of each employee who submits written authorization for such deduction. The deduction shall be an equal amount deducted each pay day beginning the first pay day of the month or no later than the second pay day following date of receipt of employee authorization by the Board, whichever comes latest.

C. REMIT TO UNION

The Board will remit the total monthly deduction together with a list of the name of each employee for whom such deductions were made as soon as practicable.

D. DISCHARGE

The procedure to be followed in cases of discharge for violation of the Union Security provision shall be as follows:

1. The Union shall notify the employee of noncompliance therewith by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise such employee that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the employee fails to comply, the Union may file charges, in writing, with the Board and may request termination of the employee's employment. A copy of the notice of noncompliance shall be attached to said charges.
3. The Board shall dismiss such employee within forty-five (45) days after receipt of such request or the employee shall make the payments.

E. SAVE HARMLESS

In the event the Board, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with these provisions, the Union shall indemnify the Board against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.

ARTICLE IV

COMMUNICATION

A. CONFERENCES

Upon the request of either party, a conference will be arranged by the local president and the Associate Superintendent of Employee Relations or his designated representative. The membership at such conference will be agreed upon prior to the conference. The agenda shall be made in advance of the conference. The employee attending during working hours shall not lose time or pay for time spent in such conference.

B. UNION REPRESENTATION

It is mutually agreed that the number of stewards be proportional (1 to 30) to the number of employees in the work force. The parties further agree that any adjustment to the above ratio may be made by mutual agreement at the conference level.

C. UNION BULLETIN BOARDS

The Board will provide bulletin board space in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notices and results of Union elections
3. Notices of Union meetings

D. SUBCONTRACT

During the term of this Agreement, the Board shall have conference with the Union prior to subcontract work that is regularly and normally performed by members of this bargaining unit.

ARTICLE V

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the School District of the City of Grand Rapids;
2. continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
3. direct the working forces, including the right to establish and/or eliminate positions, to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees;
4. determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein;
5. determine the qualifications of employees, including physical conditions;
6. determine the policy affecting the selection, testing, or training of employees.

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of the Master Agreement.

B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

- C. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim, by one or more employees, of improper application of this Agreement.
2. Types of Grievance
 - a. Type A
A claim based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through Level Three but will not be arbitrable.
 - b. Type B
A claim based upon improper application of this Agreement may be processed through the final level including binding arbitration.
3. An "aggrieved employee" is the employee (or employees) who is directly affected and, therefore, will make the claim. The Union is the aggrieved when Union rights have been allegedly violated. Also, the Union may submit a grievance on behalf of the employee provided all employees are equally and directly affected. Union grievances will commence in writing at Level Two.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Union, provided the adjustment is consistent with the terms of this Agreement.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

A supply of the grievance forms shall be on file with the Union, the immediate supervisor and the Associate Superintendent of Employee Relations.

1. Level One

- a. An employee may, within five working days of the occurrence of the grievance, orally discuss the matter with his immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he wishes to further pursue the matter, he shall file the grievance in writing. The written grievance must be submitted to the immediate supervisor of the aggrieved within fifteen (15) working days of the occurrence of the grievance.
- b. Within three (3) working days of the filing date, the immediate supervisor or his representative will meet with the aggrieved and/or his representative in an effort to resolve it. A written answer shall be given within three (3) working days after such meeting.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One b., or if no decision has been rendered in the time allowed, a letter shall within five (5) working days thereafter be transmitted by the employee to the Associate Superintendent of Employee Relations stating his desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Union.
- b. Within ten (10) working days of receipt of such grievance, the Associate Superintendent of Employee Relations or his designee will meet with the aggrieved to discuss the issues. The Union may be present and shall be present at the request of either the Associate Superintendent of Employee Relations or the aggrieved. A written answer shall be given within fifteen (15) working days after receipt of such grievance.
- c. A Union grievance commencing at this level shall be filed within ten (10) days of the alleged occurrence of such grievance.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he shall within five (5) working days thereafter transmit it by letter to the Secretary of the Board with a statement of reasons why it is being appealed.
- b. At the next regular meeting, the Board shall consider the grievance or may designate one or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance.
- c. The Board or Board Committee shall make a final decision thereon within fifteen (15) days thereafter.

4. Level Four (Type B grievance only)

- a. If the decision of the Board is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Union within fifteen (15) days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission in accordance with its procedures.
 - b. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this Agreement; and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
 - c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
5. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the same grievance. Time limits may be extended by mutual agreement of the aggrieved and the Board provided such extension is requested within the time limits of the above procedure.
6. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source of a like nature during the period of the back pay.

D. GRIEVANCE HEARINGS

Each employee (aggrieved or steward) engaged in grievance hearings under the term of this provision and during regular working hours shall not suffer loss of wages. Neither shall it lead to pay beyond regular working hours for the time spent at such hearings.

ARTICLE VII

WORK YEAR, DAY AND HOURS

A. WORK YEAR

The normal work year for employees covered by this Agreement shall be 189 days (unless assigned less) as shown on the adopted school year calendars.

B. WORK DAY

The normal work day for employees covered by this Agreement shall be 6½ hours (excluding lunch time) per day unless assigned less by the immediate supervisor or Personnel Department.

C. WORKING HOURS

The normal working hours shall be assigned to each employee covered by this Agreement by the immediate supervisor or Personnel Department.

D. STAFF MEETINGS

Each regular employee working 6½ hours per day may be required to attend up to three (3) Monday night staff meetings per school month as part of their regular assignment.

E. EQUALIZATION OF OVERTIME HOURS

Whenever overtime (over forty (40) hours per week) is required, the employee with the least number of overtime hours in that department within the building will be called first and so on down the list in an attempt to equalize the overtime hours.

ARTICLE VIII

WAGES AND BENEFITS

A. WAGES

1. The annual wage rate for employees working 6½ hours per day and 189 days per year is set forth in Appendix A for 1973-74 and in Appendix B for 1974-75.
2. Each employee working less than 6½ hours per day and/or less than 189 days per year shall have his annual rate prorated to the amount of time and days worked.
3. Each lunchroom employee shall be paid a per-day rate as shown in Appendix C for the duration of this Agreement.
4. To implement the 1973-74 Appendix A wage agreement, each employee employed on or before February 1, 1973, shall move up one step effective with the beginning of the 1973-74 school year. Each employee employed after February 1, 1973, shall remain on step one for the 1973-74 year.
5. To implement the 1974-75 Appendix B wage agreement, each employee employed on or before February 1, 1974, shall move up one step effective with the beginning of the 1974-75 school year. Each employee employed after February 1, 1974, shall remain on step one for the 1974-75 year.

6. RATES FOR NEW JOBS

When a new job is established within this bargaining unit and the Board cannot place it in an existing classification, the Board will notify the Union. In the event the Union believes the rate is not proper, it shall be subject to negotiation.

7. Longevity - Each full-time employee (i.e. 6½ hours per day, 189 days per year) who has been employed by the Board for nine or more years as of June 30 of any year (Note: the first year of employment can be, but shall not be less than, the entire school year) shall be paid \$130 payable at the conclusion of each year.

B. HOSPITAL-MEDICAL INSURANCE

1. Each employee working 6½ hours per day is entitled to the insurance benefits described below. Part-time employees (three hours or more per day) shall receive benefits prorated to the amount of time worked.
2. The Board shall pay the premium for the Master Medical, \$50 Deductible, and Ward Service plan for any employee who is employed and who is in need for one of the following classifications:

- a. Employee, spouse, and one or more children under the age of 20
 - b. Employee with spouse
 - c. Employee only
 - d. Option plan up to \$8.00 of premium per month
 - e. None
3. Husband and wife both employed by the Board and pursuant to their qualifications may select any of the above but shall not receive double coverage.
 4. Any employee, via payroll deduction, may select other insurance benefits from the carrier under which they are insured.

C. DEATH BENEFIT

1. Each employee working 6½ hours or more per day is eligible for a death benefit.
2. If the employee dies as an employee of the Board, his estate shall receive a cash death benefit of \$2,000.

D. TUBERCULIN SKIN TESTS AND/OR X-RAYS

Once a year each employee shall receive, at no cost to the employee, a tuberculin chest x-ray and/or tuberculin skin test on dates and places scheduled by the Board. The Board nurse shall specify which of the above will be administered.

E. TRAVEL REIMBURSEMENT

Each employee who is required to use his personal auto on a required basis to fulfill his Board employment assignment shall receive 12¢ per mile or a flat amount determined by the Board which is computed at the rate of 12¢ per mile. Such flat rate payment shall be made on or before February 1 of each year.

F. IN-SERVICE TRAINING/WORKSHOPS

In the event an employee is required to be in attendance at workshops, in-service training classes or other functions in the city but outside of his regularly scheduled working hours, the employee shall be compensated at the rate equal to step one of Appendix A or B. If the above is conducted outside of the city, the employee shall be compensated at his regular salary rate.

G. STATE PENSION PROGRAM

For each employee covered by this Agreement, the Board shall conform with the Michigan Public School Employees Retirement Program.

H. TUITION REIMBURSEMENT

Each full-time employee (i.e. 6½ hours per day, 189 days per year) after six (6) months of employment (prior to the beginning of the semester in which he enrolls) shall be reimbursed the tuition cost for courses taken at Grand Rapids Junior College following satisfactory completion (grade "C" or better) of the course. Maximum hours per year shall be six (6) provided that the course is directly related to the assignment of the employee. Prior approval or disapproval will be required from the administration.

I. AUTOMOBILE VANDALISM AND/OR THEFT

Reimbursement to employees for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:

1. The employee is acting in the line of duty when such loss occurs and the automobile is parked in the designated area as assigned by the building administrator or supervisor.
2. Such loss occurs during regular assignment, and the employee was acting in the line of duty.
3. The employee has purchased non-deductible auto comprehensive and theft insurance.
4. The insurance carrier and/or the employee has paid the first claim during each work year under conditions 1. and 2. above.
5. The items damaged or stolen are attachments to or are regular accessories of the automobile.
6. The automobile was secured (windows closed, doors locked).
7. The damage was properly reported to the police and building administrator or supervisor immediately after the discovery of loss.
8. The employee signs the claim form stating the damaged and/or loss was to the best of his knowledge done while he was acting in the line of duty, and his auto was parked in the area designated as the parking area. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principal or the immediate supervisor.

ARTICLE IX

LEAVE OF ABSENCE

A. LEAVE WITHOUT PAY

1. Employees may, at the discretion of the Board (except 3. below), be granted a leave of absence without pay.
2. Requests for leave without pay shall be in writing and shall be signed by the employee and given to the immediate supervisor. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing.
3. The Board shall grant upon request for personal illness (subject to a doctor's supportive statement) a leave of absence without pay not to exceed one (1) year following utilization of the employee's accumulated sick leave.
4. Leave without pay for five (5) or less working days must be filed on the appropriate form with the immediate supervisor not less than three (3) working days prior to the beginning of such leave.
5. Leave without pay request for more than five (5) working days must be filed with the Divisional Superintendent not less than three (3) working days prior to the beginning of such leave.
6. Absence without leave approval, except in emergency situations, shall be cause for termination of employment.

B. Leave of absence with pay due to illness or bereavement (hereinafter known as paid leave time) shall be accumulated in accordance with the following:

1. Employees shall be granted leave time at the rate of one (1) day per month of employment. The number of hours granted shall be the same as the number of hours worked during a normal work day.
2. Paid leave time will not be granted during the first six (6) months of employment.
3. At the completion of six (6) months of continuous employment, an employee will have six (6) days credited to his paid leave time "bank".
4. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is unlimited.

C. PAID LEAVE TIME MAY BE USED AS FOLLOWS:

1. Leave time may be used for absence from work because of personal illness (except normal dental appointments), injury or on orders of a physician to remain absent due to exposure to disease.
2. Leave time because of the illness (except normal dental appointments) or injury of a relative shall be allowed to provide for emergency arrangements and shall not exceed one (1) working day. Two (2) such days may be used in the event of illness or injury to members of the immediate family.
3. Leave time because of death in the immediate family (spouse, son, daughter, brother, sister, father, mother, mother-in-law or father-in-law) of an employee shall not exceed the remaining portion of the week in which death occurs plus five (5) additional work days. Death of other relatives and friends shall not exceed two (2) working days.
4. Whenever an employee receives Workmen's Compensation benefits, he shall be paid the difference between such benefits and his regular salary or wage by the Board provided he is eligible for sick leave. Such difference shall be deducted from his sick leave accumulation.

D. APPROVAL OF PAID LEAVE TIME

1. Employees shall notify their immediate superior of their intended absence stating the nature of leave (illness or death) and where they can be contacted during the day. Employees shall give such notification prior to their scheduled starting time.
2. Employees may be required by the administration to give their immediate superior a written, signed statement indicating the reasons for such absence when reporting to work on the first working day following their absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
3. Any employee absent because of personal illness or injury or on orders of his physician to remain absent from duty due to exposure to disease may be required by the Superintendent of Schools or his designee to report to the Board of Education physician for an examination.
4. Accumulated sick leave time shall terminate upon severance or suspension of employment except when a leave of absence is granted by the Board under the Leave of Absence provision of this Agreement.

E. PREGNANCY

The provisions of this Article, Section B-D, do not apply in the case of pregnancy of female employees.

F. JURY DUTY

In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, provided he presents the court order, subpoena or summons, if one is issued, to the Board as far in advance as possible. He shall be at work at all reasonable hours when not serving as a juror. The pay such employee shall be entitled to for such leave shall be his basic rate for the time necessarily lost from his normal work schedule, less any amount received for such jury duty.

G. MATERNITY LEAVE

A special leave of absence without pay because of pregnancy shall be granted by the Board. Such leave may commence from the sixth month of pregnancy, and it shall end six months following the termination of pregnancy.

H. UNION ACTIVITY

A special short leave of absence without pay shall be granted to not more than four employees at a given time so that they may attend regularly scheduled Union educational conferences and/or conventions.

I. PERSONAL BUSINESS LEAVES (Effective 1974-75)

1. The parties agree there may be personal conditions or circumstances which may require employee absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:
 - a. The employee applying for this leave must be a full-time employee.
 - b. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours or during vacation periods.
 - c. Each employee desiring to use such leave shall submit his request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such cases, the employee shall apply as soon as possible. This form must be filed with the principal or immediate supervisor. The general reason, unless extremely confidential, shall be briefly explained on the form.
 - d. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, for fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday (exceptions: graduation exercises for the employee's wife, son or daughter; honors convocation honoring the employee, and/or military departure of a son or daughter).

2. Maximum length of leave shall not exceed one (1) day per school year effective with the 1974-75 year.

ARTICLE X

SENIORITY

A. SENIORITY - Probationary Employees

1. New employees hired in the collective bargaining unit in accordance with Article II, Recognition, shall be considered as probationary employees for the first one hundred twenty (120) calendar days of their employment. At the conclusion of the one hundred twenty (120) days of employment, the employee shall be entered on the seniority list of the unit and shall rank for seniority within the Grand Rapids Public Schools from the last date of hire.
2. All employees shall be represented by the Union during the probationary period for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except discharged and disciplined employees unless disciplined or discharged for Union activity.

B. SENIORITY LISTS

1. The seniority lists are as follows:
 - a. Head Start
 - b. Follow Through
 - c. Special Education
 - d. All other full-time aides
 - e. All other part-time aides
2. Each employee laid off from a position in a., b., or c. shall be placed in a position in d. provided that employee has higher seniority than an employee in d.
3. The seniority lists as of the date of this Agreement and annually thereafter shall show the name, title, and job position of each employee of the unit entitled to seniority.
4. The employer will provide to the local president a copy of the agenda of each official Board of Education monthly meeting which will include all new hires, discharges, and resignations within the unit.

ARTICLE XI

TRANSFERS

A. TRANSFER OUT AND RETURN TO UNIT

If an employee is transferred to a position established by the Board which is not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred except for placement on the salary schedule.

B. MOVEMENT OF OPERATIONS

1. If and when operations, divisions, or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of qualification, seniority, desire, and classification.
2. The Board agrees to discuss, in conference, any major movement or work not covered in B.1. above.

C. NEW POSITIONS

In the event of a newly-created position during the school year, employees shall be given the opportunity to apply for a transfer. Employees shall be notified of such newly-created positions by the bulletins which shall be posted in a conspicuous place in each building in the district or other communication vehicles prepared by the Personnel Department at least five (5) calendar days prior to permanently filling such newly-created positions.

D. VACANT POSITION

1. On or before June 1 of the first school year under this contract, the Board will survey the employees of this unit to ascertain those persons interested in transferring to another position within the unit. The survey instrument will be composed and provided by the Board. Qualifications for each aide position will be posted by bulletin in each building within the district at the time of the survey.
2. The Board will consider the qualifications and seniority of interested employees in filling vacant positions prior to the next school year. In the event the senior applicant is denied the position, that employee shall be informed in writing the reasons for such denial.
3. Any employee in this unit who is interested in a transfer after the initial survey period may submit his request on the form provided by the Board to the Assistant Personnel Director. The Board will add the employee's name to the initial list for further consideration. A copy of the up-to-date list shall be available to the unit president upon request.

E. CONSOLIDATION OR ELIMINATION OF JOBS

The Board agrees that a major consolidation or elimination of positions shall not be effected without a conference.

ARTICLE XII

LAYOFF - RECALL - SUBSTITUTES

A. LAYOFF

1. The word "layoff" means a reduction in the working force due to a decrease of work caused by Board action.
2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a departmental basis. Seniority employees will be laid off according to seniority as defined in Article X. Exceptions may be made by the Board. Disposition of these cases will be a proper matter for conference; and if not resolved, it shall then be subject to the grievance procedure.
3. Seniority employees, provided they are qualified to perform the work, may transfer to a department replacing laid off probationary employees.
4. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days' notice of layoff.
5. The Board shall notify the local union secretary, in writing, the names of the employees to be laid off on or before the date of layoff.

B. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority within departments as defined in Article X. Notice of recall shall be sent by registered or certified mail at least ten (10) days prior to the report to work date to the address which the employee listed with the Board. If the employee fails to report for work on the scheduled report to work date, he shall be considered "a quit" unless excused by the Board.

C. SUBSTITUTE EMPLOYEES

1. The Board shall have the right to secure the services of temporary, irregular, on-call employees, as needed, to replace regular employees who are absent.
2. The provisions in this Agreement do not apply to these temporary employees.

3. These temporary employees will not be employed during the time employees of the bargaining unit are laid off or working reduced hours.
4. In the event a current temporary employee is promoted to a permanent position, his time worked as a temporary employee shall count toward establishing his seniority date.

ARTICLE XIII

DISCHARGE AND DISCIPLINE

A. NOTIFY IN WRITING

The Board agrees to promptly notify, in writing, the employee who is being discharged or given major discipline.

B. ADMINISTRATIVE HEARING

The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district. Upon request of the employee, the Superintendent or his representative will discuss the discharge or discipline with the employee and the steward.

C. APPEAL

If a grievance is filed to appeal the discharge or discipline, it must be filed at Level Two of the Grievance Procedure.

D. USE OF PAST RECORD

In imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE XIV

SANCTIONS, STRIKES, PENALTIES & LAW

A. NO STRIKE

During the term of this Agreement, neither the Union nor any person acting in its behalf nor any individual employee will cause, authorize or support, nor will any Union members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful

and proper performance of the employee's duties of employment) for any purpose whatsoever. It is further agreed the Union will not itself and will not request any other organization to place a sanction of any form on the Grand Rapids School District.

B. UNION VIOLATION OF STRIKE AND SANCTIONS

The Union will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

C. EMPLOYEE PENALTY

Willful violation of this Article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties.

D. CONTRARY TO LAW OR FEDERAL REGULATIONS

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or federal regulations, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV

MISCELLANEOUS

A. AGREEMENT COPIES

The Board shall provide each employee covered by this Agreement a copy of this Agreement and shall provide each new employee with a copy of this Agreement within one week from the date of hire.

B. NEGOTIATING COMMITTEE

The Board shall recognize a negotiating committee not to exceed five (5) employees. The Union shall furnish the Board with a written list of the members of the negotiating committee. The committee shall represent the Union in meetings with the Board's representative for the purpose of collective bargaining.

ARTICLE XVI

TERMINATION, MODIFICATION, & DURATION

A. TERMINATION

1. If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the below termination date, give written notification of same.
2. If either party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days written notice prior to the current year's termination date.

B. MODIFICATION

Notice of termination or modification shall be in writing and shall be sent by certified mail addressed, if to the Union, to Council 55, 1034 N. Washington, Lansing, Michigan, 48906, and if to the Board, addressed: 134 Bostwick, NE, Grand Rapids, Michigan, 49502, or to any such address as the Union or the Board may make available to each other.

C. DURATION OF THIS AGREEMENT

This Agreement shall be effective as of September 4, 1973, and shall terminate on August 31, 1975.

THE BOARD OF EDUCATION OF
THE CITY OF GRAND RAPIDS

UNION

Its President

Its President

Its Secretary

Its Secretary

Its Chief Negotiator

Its Chief Negotiator

APPENDIX A
(Effective September 4, 1973)

<u>Step</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>
1	\$ 3,047	\$ 2.48
2	3,194	2.60
3	3,341	2.72
4	3,489	2.84
5	3,636	2.96

APPENDIX B
(Effective September 3, 1974)

<u>Step</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>
1	\$ 3,219	\$ 2.62
2	3,366	2.74
3	3,514	2.86
4	3,660	2.98
5	3,808	3.10

APPENDIX C
(Effective September 3, 1973)

\$3.50 per day

ADDITION:

The Board and the Union agree to phase out the \$500 paid above the annual rate to certain employees during 1972-73 (see list dated January 25, 1972). Therefore, each employee who did receive \$500 above the annual rate shall receive \$300 above their annual rate during the 1973-74 school year and \$150 above their annual rate during the 1974-75 school year provided the employee continues the same assignment for which he received the additional money in previous years.