

MASTER AGREEMENT

BETWEEN THE

ROCHESTER COMMUNITY SCHOOLS

AND THE

ROCHESTER PARAEDUCATOR UNION

LOCAL 202

AFSCME COUNCIL 25

2011-2012

ROCHESTER, MICHIGAN

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PREAMBLE

This Agreement entered into this **27th day of June, 2011**, between the Rochester Board of Education, hereinafter referred to as the "Board" and the Rochester Chapter of the Local Union No. 202, affiliated with Council No. 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Board, employees, and the Union. The parties recognize that the interest of the community depends upon the Board's and the Union's success in establishing a proper service to the community.

To these ends, the Board and the Union encourage to the fullest degree, friendly and cooperative relationships between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION

- A. This recognition constitutes an Agreement between the Board and the Union to attempt to reach mutual understanding regarding matters related to terms and conditions of employment.
- B. The bargaining unit shall include all permanent, full-time (working ten (10) hours or more per week) school Paraeducator employees including, but not limited to, those designated in the Compensation Article, excluding but not limited to: any temporary, part-time or substitute employee, all supervisory and/or executive personnel, custodial, grounds, maintenance, transportation employees, teachers, secretaries, food service employees, as well as any other non-certified and certified personnel not herein named.
- C. The term "employee" when used herein shall refer to employees included in the Unit for bargaining as set forth in the paragraphs above. The term "Board" when used herein shall refer to the Rochester Board of Education.
- D. The term "designee" or "employer" when used herein shall refer to Administration Office administrators, principals, assistant principals, directors, supervisory or any other administrative personnel who may be authorized by the Superintendent or the Rochester Board of Education.
- E. If, at any date, a new position is created in the bargaining unit, the Employer will place said position in the proper classification after it has discussed and negotiated the rate of pay for this position with Union representatives.

ARTICLE 2 UNION SECURITY

- A. Employees covered by this Agreement, at the time it becomes effective and who are members of the Union at the time, shall as a condition of continued employment be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement, who are not members of the Union at the time it becomes effective but who join after such date, shall continue membership in the Union for the duration of this Agreement.
- C. Any employee not wishing to become a member shall, as a condition of continued employment, pay a monthly service fee to the local Union on or before the 10th day following the 30th day following the effective date of this Agreement.
- D. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to meet the requirements of Section B or C for the duration of this Agreement on or before the 10th day following the completion of their probationary period.
- E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.
- F. The Union agrees to indemnify and save the Board, each individual School Board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administration agency costs that may arise out of, or by reason of, action taken or not taken by the Employer and/or the Board for the purpose of complying with this Article.
- G. Each employee who, on the effective date of this Agreement, is a member of the Union shall, as a condition of employment, maintain membership in the Union. Each employee hired on or after the ratification of this Agreement shall, as a condition of employment, become a member of the Union within three (3) months after his/her hire date or the effective date of this Agreement, whichever is later, and thereafter maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Board within thirty (30) days after receipt of written notice

to the Board from the Union of the employee's failure to maintain membership in the Union.

- H. Any employee may exercise his/her choice of the following alternate conditions. In lieu of Union membership, any employee may pay to the Union a monthly service fee assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. An employee who fails to comply with this condition shall be discharged within thirty (30) calendar days after receipt of written notice of such default by the employee, delivered to the Board by the Union.

ARTICLE 3
UNION DUES AND CHECK OFF

A. PAYMENT BY PAYROLL DEDUCTION OR DIRECT TO THE UNION

Employees may tender the monthly membership dues or service charges by signing an Authorization for Payroll Deduction form, or may pay the same directly to the Union.

Payroll Deduction Form: During the life of this Agreement and in accordance with the terms of an Authorization of Payroll Deduction form, and to the extent that the laws of the State of Michigan permit, the Employer agrees to deduct local union membership dues levied in accordance with the Constitution and By-Laws of the local union from the pay of each employee who executed an Authorization for Payroll Deduction of Dues form.

B. DEDUCTIONS

Deductions shall be made only in accordance with the provisions of Authorization for Payroll Deduction form together with the provisions of this Agreement.

C. DELIVERY OF EXECUTIVE AUTHORIZATION OF PAYROLL DEDUCTION FORM

A properly executed copy of an Authorization for Payroll Deduction form (in the format prescribed by the Union) for each employee for whom union membership dues or service charges are to be deducted hereunder shall be delivered to the Employer by the Union before any payroll deductions are made.

Deductions shall be made thereafter only under Authorization for Payroll Deduction forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction form which is incomplete or in error will be returned to the designated local Union Officer by the Employer.

D. WHEN DEDUCTIONS BEGIN

The regular schedule for dues to be withheld from members' paychecks shall commence with the second pay date each fall of the new school year and shall continue consecutively through the 20th pay date the following spring of said school year.

Payroll deductions under all properly executed Authorization for Payroll Deduction forms shall become effective at the time the application is tendered to the Employer and shall be deducted from each pay consecutively and conclude according to the above schedule.

E. DELIVERY OF PAYROLL DEDUCTION FORMS

The Union will provide to the Employer Authorization for Payroll Deduction forms under which Union membership dues are to be deducted.

F. REFUNDS

In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the local Union Constitution and By-Laws, refunds to the employee will be made by the local Union.

G. REMITTANCE OF DUES TO FINANCIAL OFFICER

Deductions for any payroll pay date shall be remitted to the designated financial officer of the local Union as soon as possible but no later than ten (10) business days following each payroll pay date dues have been withheld for.

H. TERMINATION OF PAYROLL DEDUCTIONS

An employee shall cease to be subject to payroll deductions beginning with the month following the month in which he/she is no longer an employee of the School District under this Agreement.

I. DISPUTES CONCERNING PAYROLL DEDUCTIONS

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction form shall be reviewed with the employee by a representative of the local Union and the designated representative of the Employer. Until the matter is disposed of, deductions will continue to be withheld as before unless the Employer is specifically notified by the Union to make a change during the dispute period.

J. LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

K. DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer and representatives of the local Union. However, the employee may be retained at work while the dispute is being resolved.

L. LIST OF MEMBERS PAYING DUES DIRECTLY

The local Union will furnish the Employer, within fifteen (15) days after the effective date of the Agreement, the names of all members paying dues or service charges directly to the local Union. Thereafter, the Union will furnish the Employer with a monthly list of any changes.

The Employer will furnish the Union a list each payroll of all deductions by members for whom payroll deductions have been made.

ARTICLE 4 REPRESENTATION

- A. The Union (Paraeducators) shall be represented by one (1) Chapter President and/or Chapter Vice-President, one (1) Chief Steward, four (4) Classification Stewards, which includes three (3) instruction (one of which is Special Education and one (1) non-instructional, and one at-large steward. The Chief Steward shall represent all employees working in the bargaining unit. The Chapter President and/or Chapter Vice-President shall represent employees in the absence of the Chief Steward. All above officers shall be employees with seniority and be active employees in the bargaining unit.

- B. The Union will furnish the Employer with the names of its officers when elected and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the Employer has received written notice from the Union, it shall not be required to deal with such employees purporting to be Union steward representatives.

- C. If the steward is required to go into another building other than his/her own in the handling of a grievance, the principal/administrator at both buildings (or in buildings involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation or assigned duties. It is the responsibility of the above mentioned steward to report to the building principal/administrator before conferring with any employee. If, in the opinion of the principal/administrator or the immediate supervisor of the Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activities will be postponed.

- D. Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the principal/administrator.

- E. Neither the Union, nor any of the officers, nor any stewards, nor any other representatives of employees shall advise or direct employees to disregard the instructions and/or directions of the Employer.

ARTICLE 5
EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiations and other lawful activities. The Employer agrees that it will not discriminate against any employee for his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B. The Employer specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Union and its members have the right to use school buildings and facilities for meetings in accordance with school policy.
- D. It is the responsibility of the Union and individual members to honor Board policies and Administrative Regulations not in conflict with the Master Agreement. Neither the Union, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instruction or directions of administrators or supervisors.
- E. The Union agrees to supply all information which the Board/Employer requests to process any grievance or complaint.
- F. The Employer agrees to furnish, when practicable, to the Union in response to reasonable written requests from time to time, public information concerning the financial resources of the District. The Employer further agrees to supply available information, when feasible and when requested, in writing, which may be necessary for the Union to process any grievance or complaint, except in cases involving confidential personnel records. However, the Employer reserves the right to determine what is germane to the matter so that irrelevant, confidential information on personnel does not become public. The cost for any requested information will be paid by the Union.
- G. All employees accept the responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.
- H. Employees are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the School District. Employees, therefore, are responsible to discharge their work assignments with proficiency and make a conscientious effort to meet all the reasonable demands of the Board of Education and the Employer.

- I. Employees are required to display exemplary behavior as an example to students, parents, community and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.
- J. Duly authorized Union representatives may be permitted to transact official Union business on school property provided that it shall not interfere with or interrupt normal school operation, and that said representative(s) have the permission of the building principal/supervisor. Such business will be transacted in private.
- K. Time lost by unauthorized absence from duty will result in a proportionate salary reduction and may result in disciplinary action.

ARTICLE 6 BOARD'S RIGHTS

- A. The Union recognizes that the Board, on 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 and vested in it by the laws and constitutions of the state of Michigan and of the United States, including but without limiting, the 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 working hours.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.
 3. To determine the work schedules, the hours of the working days and the duties, responsibilities and assignments of all employees represented by the Union.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement which are in conformance with the constitution and laws of the state of Michigan and the constitution and laws of the United States.

ARTICLE 7 SENIORITY

- A. New employees hired in a permanent position other than substitutes and temporary help shall be considered as probationary employees for one hundred and forty (140) calendar days in their job assignment. The dates between the last day of school each spring, and the first day of school the following fall, are expressly excluded as counting for credit toward satisfying one hundred and forty (140) calendar days probationary period.

A temporary employee is defined as an employee who provides services when help is required and said job assignment or position is not of a permanent nature. A temporary position shall not exceed six (6) months unless extended by mutual agreement by the Employer and the Union representatives. There shall be no seniority among probationary or temporary employees.

When a permanent employee has successfully completed the probationary period, said employee shall be entered on the seniority list and shall rank for seniority based on his/her hire date as a permanent paraeducator.

If the Employer determines an extra forty (40) work day period of probation is needed, said probation may be extended for an additional forty (40) work days. The dates between the last day of school each spring, and the first day of school the following fall, are expressly excluded as counting for credit toward satisfying the work day probationary period extension.

The one hundred and forty (140) calendar day and/or forty (40) work day extension period may be extended for any absences during that period, by the amount of said absences.

The Chapter President and/or designee(s), will be notified, via a copy of the off-probation Notice of Adjustment, of the date that employees completed their probationary periods.

- B. Seniority will be calculated as years of service since employed in a regular Paraeducator position for ten (10) or more hours per week.
- C. The Union shall represent probationary employees 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 that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance being filed or processed.

- D. Probationary employees shall be eligible for fringe benefits provided for in the Agreement only at the successful completion of their probationary period.
- E. When more than one (1) employee is employed on the same day, seniority will be determined by alphabetical sequence of last names. Effective October 17, 1995, seniority will be determined by the last four digits of the social security number (0000 is the highest seniority).
- F. A seniority employee shall lose seniority and terminate employment with the Board/Employer for the following reasons:
1. Employee quits.
 2. Employee is discharged and the discharge is not reversed.
 3. Employee is absent for three (3) working days without notifying the Employer.
 4. The employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein, unless an extension has been granted.
 5. The employee overstays by three (3) days a leave granted for any reason, as hereinafter provided, unless an extension has been granted.
 6. Involuntary layoff for two (2) years or length of service, whichever is shorter.
 7. Retirement at any age.
 8. The employee gives a false reason for a leave of absence or engages in other employment during said leave, employee will automatically be terminated unless permission to the contrary is granted.
 9. The employee falsified information on the application for employment even if the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority, said employee will automatically be subject to discharge.
- G. If an employee takes a position not included in the bargaining unit and is thereafter reassigned to an open position within the bargaining unit, said employee shall have only the seniority accumulated while working in the bargaining unit position.
- H. Notwithstanding their position on the seniority list, the Chapter President, Chapter Vice-President, Chief Steward, and the five (5) stewards in the event of layoff of any type will continue to work as long as there is a job in their department which they are qualified for and can perform and shall be recalled to work in the event of a layoff on the first open job in their classification for which they are qualified and can perform.

ARTICLE 8 VACANCIES, PROMOTIONS AND TRANSFERS

- A. Permanent vacancies that occur within the bargaining unit arising during the school year will be posted with qualifications for a full three (3) working days. The Chapter President will have copies of each posted vacancy sent to her/him at her/his e-mail address.

When there is a vacancy within the bargaining unit, the job shall be filled by the procedures outlined below.

1. Displaced Paraeducator into a classification for which they are qualified in seniority order.
 2. Transfer to a position within the same classification for which they are qualified.
 3. Employees laid off within the job classification or a higher classification shall be recalled to a position for which they are qualified. Employees moved to a lower classification by layoff shall be able to return if they are qualified.
 4. Promotion within the bargaining unit.
- B. A transfer is a lateral change within a job classification where there is no addition or increase in compensation. For example, a movement to another building or to another job within the salary classification falls into the definition of a transfer.
- C. All promotions and transfers will be made with equal consideration to paraeducator seniority, qualifications, skills, experience, education, training, performance, and attendance.
- D. Employees applying for promotion or transfer shall submit a letter of interest to the Department of Human Resources within the posting period.
- E. Employees who request and are granted transfers shall remain on the job during that school year before they will become eligible to request another transfer. Exceptions to this rule may be made by the employer after reviewing the request with the union.
- F. A promotion is a movement to a position in the bargaining unit in a higher pay grade than one which the employee is currently employed. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime.
- G. Employees placed in a new position, by promotion or transfer, shall be required to satisfactorily complete a forty (40) working day trial period from the date of employment in the new position. The selection for any position

rests with the Employer in accordance with this Article. The forty (40) day trial period shall be automatically extended for any absences during that period by the amount of said absence(s).

- H. During the forty (40) working day trial period, when the employee has been promoted or transferred, the employee shall have the opportunity to revert back to his/her former position for up to ten (10) working days. A letter of explanation shall be submitted to the Employer. If, at any time during the forty (40) working day trial period, the Administrator feels that the initial timeframe of forty (40) working days is not adequate to effectively evaluate the progress or performance of an employee, the trial period may be automatically extended for an additional thirty (30) working days.

If, at any time during the initial trial period, or the extended trial period, the Employer believes the employee is not progressing, or it appears that the employee is not able to satisfactorily perform the job, such employee shall be in the order set forth below:

1. Returned to his/her former position, if available, and not held by a member of higher seniority.
2. Placed in an existing vacant position of his/her former classification, for which the employee is qualified.
3. Placed in a position of same or lower classification (may be less hours) which is currently held by the least senior member of the association, thus displacing the lowest seniority member.
4. Placed on voluntary layoff, at the request of the member. By requesting to be placed on voluntary layoff, the member understands the conditions of Article 12.

Notice of any and all above action(s) shall be submitted to the Chief Steward, in writing, with copy to the employee. If the position has been eliminated, the employee shall be returned to his/her former classification. The employee returned to his/her former position/classification shall retain salary and seniority previously enjoyed before the promotion.

- I. Employees who are promoted during their probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which they had been promoted.
- J. Employees temporarily transferred to a lower classification shall be paid at their regular rate. Employees performing work of a higher classification shall be paid at the rate of the higher classification in line with current step level for all hours worked in the higher classification.

- K. Job descriptions listing the qualifications and testing requirements, if any, shall be on file in the Department of Human Resources.
- L.
1. If there is a temporary opening in the Employer shall offer such opening to the senior employee, first in the building, and second District-wide who is available for the hours in addition to his/her regular schedule.
 2. Employees on layoff who are willing to work will be called first prior to the hiring of substitutes.
 3. Temporary vacancies of sixty (60) calendar days or more in Instructional / Special Education positions will be posted District-wide. The position will be filled according to the provisions of this article. The Employer may fill the resulting opening in accordance with the guidelines specified above for filling temporary vacancies or then use a substitute employee. An employee who fills a temporary vacancy shall be returned to his/her former position, or if it has been eliminated, shall be returned to the former classification at the conclusion of the temporary opening. Temporary vacancies shall not exceed one year.
- M. As stated under the Elementary and Secondary Education Act, it is recognized that properly trained paraeducators can play important roles in student achievement. Therefore, all Paraeducators who hold an assignment classified as instructional, must meet one of the following requirements:
1. Complete two (2) years of study at an institution of higher education.
 2. Obtain an associate's (or higher) degree.
 3. Meet a rigorous standard of quality and be able to demonstrate through a formal state academic assessment (Work-Keys, for example), knowledge of and the ability to assist in instructing reading, writing, and mathematics; or knowledge of and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

Paraeducators who are placed in an instructional support capacity and funded by Federal grant funds will continue to be required to meet all education credentials as per the No Child Left Behind Act and the Elementary and Secondary Education Act. Instructional / Special Education Paraeducators hired on or after July 1, 2011 must meet the above requirements upon placement in an Instructional/Special Education position. Paraeducators hired prior to July 1, 2011 must meet the requirements by January 1, 2012, to be placed in or to remain in an instructional support or special education position.

ARTICLE 9 EMPLOYEE EVALUATION

- A. It is understood that the ultimate decision with respect to evaluation is the exclusive prerogative of the Board, except as restricted by this Agreement.
- B. The evaluation shall be prepared and signed by the building or program administrator. The administrator may seek input to the evaluation content from staff to whom the employee is assigned.
- C. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case will the member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the member's personnel file.
- D. All evaluations shall be on the approved form with standards for evaluation enumerated in all areas to be evaluated. An evaluation of unsatisfactory by the immediate supervisor shall require justification and substantiation, together with suggestions and time lines for improvement.
- E. PROCEDURE:
 - 1. Probationary members shall be formally evaluated at least once during the probationary period. The immediate supervisor shall confer with the member and provide the member with a copy of the evaluation.
 - 2. Seniority employees shall be evaluated formally, at least once every two (2) years.
- F. The original copy of the evaluation shall be signed by the member. The employee may disagree with any portion of the evaluation and state, in writing, the reason(s) for the disagreement within ten (10) working days. The written statement of disagreement will be attached to the evaluation.
- G. The contents of the evaluation are not subject to the grievance procedure.
- H. If either party desires to change the evaluation form, then representatives of the parties will meet to mutually agree on any revisions or changes.

ARTICLE 10 DISCIPLINE AND DISCHARGE

- A. The Employer shall not discipline, suspend, or discharge any employee without just cause. The Employer agrees upon the suspension or discharge of a seniority employee to notify, in writing, the Chief Steward of the suspension or discharge.
- B. The Employer agrees to provide informal discussion to an employee prior to implementing formal discipline. Such discipline shall be corrective and progressive.
- C. The suspended or discharged employee will be allowed to discuss his/her discharge with the steward of the classification and the supervisor. The supervisor will make available an area where he/she may do so before he/she is required to leave the property of the Employer.
- D. A suspension or discharge may be referred to the grievance procedure commencing at Level Three (3) within five (5) working days of the disciplinary action.
- E. All concerns and complaints regarding any suspension or discharge of seniority employees must be processed as identified above; otherwise, the parties will forfeit any further review of their case.
- F. Employees shall have the right to Union representation at all levels of the disciplinary process.
- G. The normal corrective discipline procedures are progressive in nature and would follow the listing below:
 - 1. Oral reprimand
 - 2. Written reprimand(s)
 - 3. Suspension(s)
 - 4. Termination

ARTICLE 11 RESIGNATION

- A. When an employee desires to terminate his/her employment, including retirement, there must be at least ten (10) working days notice of resignation, in writing, given to the immediate supervisor and the Department of Human Resources. Resignations of shorter notice shall automatically forfeit all Rochester Community Schools benefits, except if the resignation is of an emergency nature (such as sickness in the family, death, etc.). It is understood that the employee must work the entire period of time as designated above with no absences during said period. All final payroll payouts will be adjusted for any outstanding Rochester Community Schools negative balances the employee may have incurred.
- B. The date of resignation automatically forfeits all accrued rights and benefits. In the event of re-employment, such employee shall be considered as a new employee.
- C. Resignations submitted with ten (10) or more working days advance notice shall be entitled to pro-rated benefits.
- D. Exception to the above may be made by the Superintendent/designee.
- E. The Human Resources Office will notify the Chapter President of all resignations.

ARTICLE 12 LAYOFF AND RECALL

- A. Layoff means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds, or reduction of students in a class, school or subject area, or any other conditions beyond the control of the Board/Employer.
- B. If it becomes necessary for a layoff, the probationary employees within the affected classification will be laid off first. Seniority employees will be laid-off in the affected classification according to inverse seniority.

Any seniority employee laid off will be placed into another position or classification, if the laid off employee meets the minimum qualifications of that position, e.g. NCLB qualifications, Bi-lingual or E.L.L. language requirements, certified to support the visually impaired, etc.

All laid off employees will be placed by seniority into a position that will be as close as possible to the type of position, hours, and wages the employee held prior to layoff. (For example, an employee laid off from a Classification B position will be moved to another Classification B position, if possible. If not possible, a Classification B employee may be moved to a Classification C position.) A position of six (6) hours or more shall be considered an equivalent position for the purpose of bumping and placement.

Before any transfer or layoff letters are mailed to affected employees, the Board will meet with the Union to review the implementation of this Article.

The intent of this Layoff and Recall Article is to keep the most senior employees placed in positions for which they are qualified.

- C. Layoffs will be based upon seniority as defined in the Seniority Article according to their individual classification on a district-wide basis.

At the start of each school year, when all paraeducator positions are being filled, any seniority employee(s) on layoff shall replace the lesser seniority employee(s). If there are no positions available, the lesser seniority employee(s) shall be on layoff until they are recalled.

- D. Employees being laid-off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years and shall be recalled in reverse order of their layoffs.

- E. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within seven (7) calendar days from the date of mailing of recall notice, said employee shall be considered as having quit.
- F. Each employee is responsible for keeping the Employer advised, in writing, of any change of address and will not be excused for failure to report for work on recall if employee fails to receive recall notice because of his/her own failure to advise the Employer, in writing, of his/her change of address.
- G. The Employer shall have no obligation to recall probationary employees who may be laid-off.
- H. It is clearly understood that any individual laid-off shall automatically terminate and suspend the Employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.
- I. Should an employee be offered any comparable hours, rate of pay, and position and refuse such appointment, the employee will lose the right to remain on the seniority recall list and shall be considered as having quit.
- J. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- K. Employees to be laid-off will have at least fourteen (14) calendar days notice, in writing, of their intended layoff. The Chief Steward shall receive a list of the employees being laid-off.

ARTICLE 13 HOURS OF WORK

- A. The hours of work will be determined by the Employer. If a Paraeducator position is reduced by hours of work, this shall be considered a reduction and the employee shall have the rights covered under the Layoff and Recall Article.
- B. The lunch period shall be established by the immediate supervisor for full-time (five hours or more), employees in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch period will not be considered as part of the regularly assigned work day. Seniority employees shall have a thirty (30) minute, unpaid lunch period scheduled away from the assigned work area each day.
- C. It is expected that from time to time, employees may need to spend extra time beyond the regular day to attend meetings or in-service scheduled by the administrator/designee. Employees will be compensated for such time at the appropriate hourly rate.
- D. Time and one-half shall be paid for all time worked over eight (8) hours per day and forty (40) hours per week only when approved in writing by the immediate supervisor.
- E. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to, rotation of shifts, vacation, leaves of absences, absenteeism, employee request, temporary shortage of personnel and emergencies.
- F. During inclement weather and from Thanksgiving through Spring Break, there shall be a scheduled five minute interval between outdoor recess assignments. Recess will be scheduled for inside or outside in accordance with the Board of Education's policies and Administrative Regulations on inclement weather days.
- G.
 1. Non-instructional paraeducators will work when students attend school.
 2. Instructional/Special Education paraeducators will be scheduled to work when students attend school. In addition, Instructional/Special Education paraeducators are required to work on six (6) days that teachers have professional development, or other optional work days listed on the "Paraeducator Required Work Day - Payroll Calendar". The required six

(6) days will be determined by the district. These employees may also work no more than three (3) optional work days of their choice provided the following procedures be followed:

- The notice to work must be submitted in writing to the immediate supervisor.
- The notice must be filed three work days in advance of the requested work day.
- The immediate supervisor will schedule the work to be done.
- A time card must be submitted to the immediate supervisor for all work completed within two work days.
- Time submitted will not exceed a normal workday.

3. All paraeducators shall be paid their regular day's salary when reporting for an assigned work day. When school is closed due to adverse weather conditions or any other condition, paraeducators will not be expected to report to work but shall be paid for a full work day with no deductions from their sick bank. In the event such a school day is rescheduled, paraeducators will work the rescheduled day without pay because they were previously paid for the work day. If an employee does not work, the snow day will be deducted from the employee's paycheck. Sick days cannot be used for these make-up days.

H. Positions will be filled in accordance with the Vacancies, Promotions and Transfers Article.

I. Paraeducators will be eligible for paid relief periods under the following conditions: The relief period will be scheduled with their immediate supervisor. Break periods will be included in the daily schedule for the paraeducator's overall assignment. Exception to creation of a formal break schedule may only be granted by the Executive Director of Human Resources or his/her designee. Paraeducators whose total schedule hours/day is 6.0 hours or more will receive two, fifteen (15) minute, paid, non-duty breaks. Paraeducators whose total scheduled hour/day is less than 6.0, but greater than 3.25 hours/pay, will receive one, fifteen (15) minute, paid, non-duty break.

J. If summer jobs within the unit become available, the jobs will be filled following the same procedures identified in Article 8., Vacancies, Promotions and Transfers, Section A.

ARTICLE 14
UNPAID LEAVE OF ABSENCE

- A. General leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the Superintendent or his/her designee, may be granted to employees for good cause; such leave may be canceled if the employee is employed during the leave. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the Superintendent or his/her designee. (The Chapter President shall definitely be notified, in writing, when an employee has been granted a leave of absence.)

- B. An employee granted a leave of absence by the Employer of more than six (6) months may be given a position upon his/her return provided there is an opening in his/her job classification and job assignment (the position held immediately prior to the granted leave), and he/she has given proper notice. An employee on a leave of absence equal to or less than sixty (60) working days will be returned to her/his regular position if it is available. If not available, the employee will be returned to a comparable position. However, no employee will be laid off, or have their hours reduced to return an employee on leave of absence in excess of sixty (60) working days.

- C. An employee is required to notify the Department of Human Resources, in writing, at least fifteen (15) days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resign. An employee on a leave of absence of three (3) months or less will be required to submit only a seven (7) day written notice. An employee must make application for reinstatement within the time limit specified and if the employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the Rochester Community Schools unless an exception to this rule has been made by the Superintendent/designee.

- D. Re-employment of an employee on a leave of absence of more than six (6) months will be conditioned by the availability of a vacancy existing within the employee's job classification and assignment as indicated at the time the leave was granted. The employer's obligation to re-employ an employee shall end six (6) months after termination of the leave.

- E. The notice of intention to return to duty after medical leave shall be accompanied by a written statement from a physician.
- F. Employees granted a leave of absence shall maintain their accumulative sick leave bank remaining at the time the leave was granted less any deductions for days used. All benefits cease to accumulate during the leave except seniority for those on approved medical leave of absence. Hospitalization insurance will be paid in accordance with the Family Medical Leave Act (FMLA) while on an approved medical leave.
- G. Leave of absence may be granted for the following good causes by way of illustration but not limited to:
 - education
 - medical
 - military
 - union business
- H. Eligibility for any leave of absence requires a minimum of six (6) months continuous employment by the School District immediately prior to such leave of absence.
- I. No accrual of seniority shall be granted during leave of absence except for medical, or military leaves of absence.
- J. While an employee is on a leave of absence for less than six (6) months, temporary employees may be hired. Such temporary employees shall not accumulate seniority and may be terminated upon expiration and return of the employee from his/her leave of absence.
- K. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Board shall be granted a temporary leave of absence for a period up to but not to exceed one (1) year or the term of office whichever may be shorter, provided a written request from the Union and the employee is received by the Board. The total number of persons allowed this type of leave shall not exceed one (1) person within any fiscal year.

- L. The Employer cannot guarantee the return of any employee to a specific building or special assignment at the conclusion of the period of absence. The employer will make every effort to return an employee who has been on leave of absence to the same or comparable job that he/she held before the leave.

- M. At the expiration of a leave and as stated in the sections above, if an employee does not return and no extension is granted, his/her removal and termination of employment with Rochester Community Schools becomes automatic.

Temporary vacancies of sixty (60) days or more in Instructional/Special Education classifications will be filled in accordance with the provisions of the Vacancies, Promotions and Transfers Article of this Agreement.

- N. The rights provided in this Article are in coordination with the rights provided under the Family Medical Leave Act (FMLA).

ARTICLE 15 PAID LEAVE

- A. All seniority school paraeducator employees will be allowed twelve (12) sick leave days per year earned at the rate of 6/5th days per calendar month. Sick leave earned during a work year is based upon a monthly proration. Employees who regularly work less than full-time (six hours per day) shall accumulate sick leave prorated according to the average number of hours worked per day and months per year. Accumulation of sick days not used shall be unlimited.
- B. Credited or accumulated sick leave days may be used for personal illness, pregnancy, or serious illness in the immediate family. The immediate family for this sick leave provision is defined as husband, wife, son, daughter, parents, grandparents, grandchildren. A seniority employee may be allowed up to a maximum of five (5) sick leave days for a serious illness in the immediate family. The use of these days will be charged against the employee's sick leave accumulation.
- C. A seniority employee shall be allowed up to a maximum of five (5) sick leave days for a death in the immediate family. The immediate family for death leave is defined as parents, spouse, children, grandparents, grandchildren, brothers, sisters, and in-laws. Said days will be deducted from the employee's sick leave accumulation.
- D. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave but cannot receive sick leave pay until the completion of their probationary period and then only on a prorated basis for the first year of employment and whatever time remains from the end of the first year of employment to the end of that fiscal year.
- E. After completion of the employee's first year of employment and whatever time remains from the end of the first full year of employment to the end of that fiscal year, an employee will be credited in advance with sick leave allowance for the entire next year which may be used by the employee after working one (1) full pay period following the commencement of that fiscal year providing no absences occur during said pay period. If an employee overdraws from his/her credited sick leave accumulation of more days than have actually been earned, and if repayment is not made in sick days when earned and accrued, the sick days used will be deducted from the final paycheck. If a sufficient amount to cover the number of sick days used is not available in the employee's final check, the employee shall refund to the Employer the amount of overpayment.

- F. An employee shall not accumulate sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
- G. Proof of illness may be required at any time.
- H. Sick 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 hunting, for fishing, or other recreational activities or any other unacceptable reason. The examples as stated above are by way of illustration only. An employee who uses sick leave for an unacceptable reason shall subject themselves to possible disciplinary action.
- I. It is agreed that use of leave days will be strictly confined to legitimate purposes only.

J. **WORKERS' COMPENSATION**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Employer the difference between the allowance under the Worker's Compensation Law and the regular salary up to the employee's current cumulative sick days with no deductions for sick days. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

Any employee will automatically be entitled to seven (7) calendar days of coverage by the Employer for any injury compensated under the Michigan Worker's Compensation Law with no deduction of sick days.

1. Injuries shall be reported by the employee to the appropriate supervisor as soon as possible but not later than three (3) calendar days of the occurrence.
2. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate, and if he/she is required to report back to the doctor during working hours he/she will be paid for time lost.

K. **APPROVED LEAVE DAYS**

Upon approval of the Superintendent/designee, two (2) days of accumulated or credited sick leave may be used annually as approved leave days.

Approved leave days shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regular work day such as:

1. Legal Business

2. Court Appearance
3. Medical
4. Funerals
5. Graduation
6. Immediate Family Commitments
7. Other reasons as approved

When school is canceled, approved leave days will not be used. The employee is expected to submit an application for use of an approved leave along with a general statement in support of the request through the district's automated absence approval system (currently AESOP).

The employee's immediate supervisor will be notified of the approved dates of approved leave days by the Superintendent/designee. It is understood that under emergency circumstances, a prior notice (one week) may not be possible. The approved leave day is not provided for casual or indiscriminate use.

- L. As a rule, approved leave days will not be granted the last scheduled work day immediately before and the first scheduled work day immediately after any holiday or vacation period as well as the first or last week of the school year. An exception to this rule may be granted by the superintendent/designee.

M. **JURY DUTY**

The Employer shall pay any seniority employee called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family, the difference between the amount received from jury duty and the regular pay if either the employee or the Superintendent/designee is unable to have the employee excused from such assignment. An employee who received witness or jury duty interview and appearance notice must notify his/her appropriate administrator within five (5) days of such notice. To be eligible for jury duty and/or witness pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for jury duty and/or witness fees. Such differential shall not be deducted from sick days.

- N. Each fiscal year, two (2) seniority members of the Union elected to attend a convention may be granted a maximum of two (2) work days with pay plus any approved leave days remaining as a total number of days approved with pay. The use of approved leave days will be deducted from their sick bank. It is understood that not more than three (3) such members may be allowed to attend a Union convention in any fiscal year.

- O. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Individuals will receive written notice of their accumulation at the end of the school year on their paycheck stub.

P. **ATTENDANCE INCENTIVE PROGRAM**

1. A paraeducator who has accumulated THIRTY (30) or more sick leave days will be entitled to one (1) incentive day for the year.
2. A paraeducator who has accumulated FIFTY-FIVE (55) or more sick leave days will be entitled to two (2) incentive days for the year.
3. A paraeducator who has accumulated EIGHTY (80) or more sick leave days will be entitled to three (3) incentive days for the year.
4. The maximum number of incentive days that can be used on any one day will be ten (10). These days will be allocated in order of receipt of request by the Department of Human Resources.

Q. **BEREAVEMENT**

A maximum of three (3) days of bereavement leave may be used for a death of a spouse, the individual's parents, sister, brother, or son or daughter. Bereavement Leave, meeting the above definition will not be charged against the employee's sick leave.

ARTICLE 16 SICK LEAVE BANK

The Board will cooperate in the operation of a Sick Leave "Bank." All bargaining unit members will participate in the Bank. The following limitations are established for participation in the Bank:

- A. If the sick leave bank is below two hundred (200) days at the beginning of the school year, a day will be deducted from each member and added to the bank. At the time of retirement, the retiree may contribute a maximum of ten (10) days to the sick leave bank.
- B. The Chapter President of the Union shall meet with Human Resources each year to see if additions are to be made to the Bank at the beginning of each fiscal year according to the above limitations.
- C. The first thirty (30) work days of illness or disability will not be covered by the Bank, but must be covered by the member's own accumulated sick leave or absence without pay. To apply for benefits from the Bank, a Union member must be a seniority member. While drawing sick leave benefits, a member cannot be receiving any other pay from the Board.
- D. A maximum of *sixty (60) days* each fiscal year can be drawn by a member from the Bank. If the member is still out from the same illness at the beginning of the next fiscal year and has exceeded the *sixty (60) days*, he/she may draw an additional *thirty (30) days* for a total not to exceed *ninety (90) days*.
- E. Employees who have received days from the bank and are subsequently granted Worker's Compensation benefits shall be obligated to replace (repay) sick days used from the Bank.
- F. The Bank will be controlled by a committee composed of two (2) Union members selected by the Union, and two (2) administrators selected by the Superintendent, but final authority in regards to the interpretation of this policy shall rest with the Board. The committee shall discuss and review each request.
- G. A member drawing from the Bank will receive 3/4 (75%) of his/her regular, hourly, daily rate.
- H. A physician will determine the extent of convalescence and ability to return to work. The committee may require that a physician's statement of disability be provided every two weeks.

- I. In cases of alleged abuse of the Bank, the Board shall have the right to investigate and take appropriate action.
- J. When a member stops drawing days from the Bank and returns to full-time employment, the member's sick leave accumulation will be established at the rate of one-half (1/2) day per month for the balance of the fiscal year.
- K. All deliberations of the Bank Committee are final and not subject to the grievance procedure.
- L. Vacation days will not accrue while a member is drawing days from the Bank.
- M. The Sick Leave Bank will not be allowed to go negative. All requests will be handled in order of receipt and if a request would cause the Bank to go negative, it will be denied.

ARTICLE 17
BENEFIT PROTECTION

A. LIFE BENEFIT

A group term death benefit policy and an Accidental Death and Dismemberment policy shall be provided for all full-time, permanent, seniority employees working five (5) or more hours per day or twenty-five (25) hours or more per week; and for all permanently assigned seniority employees working two (2) to five (5) hours per day or ten (10) hours to twenty-five (25) hours per week. The selection of the benefit carrier will be made by the Employer.

<u>Hours:</u>	10	25
	\$15,000	\$20,000

B. The above group life and AD&D benefit policies shall begin when the employee has:

1. Satisfactorily completed the probationary period, and
2. Properly completed the necessary forms.

Benefit coverage shall terminate when the employee terminates his/her employment.

C. MEDICAL

All permanent, full-time seniority employees employed on a full-time basis, six (6) hours or more per day will be eligible for hospital medical hospitalization coverage either through a Health Maintenance Organization (HMO) or through a Blue Cross and Blue Shield PPO that provides for hospitalization medical coverage as specified in Article 17-D.

1. If the eligible employee's spouse has or is eligible for any type of fully paid, full-family hospitalization coverage which is equal to or better in coverage than that offered by the Rochester Community Schools, the employee involved will not be eligible for full-family or single subscriber hospitalization coverage with the Rochester Community Schools. It is understood double coverage is prohibited.
2. For the appropriate coverage, the employee shall certify, in writing, that he/she is entitled to such coverage. Violation of this certification may require the employee to reimburse the Board for all payments made in his/her behalf. In addition, it is firmly understood that such employee may be disciplined.
3. All eligible employees shall not be entitled to the above mentioned coverage until they have satisfactorily completed the probationary period.
4. Employees on leaves of absence in excess of three (3) weeks shall be required to pay for the benefit or else it will be terminated.

5. Upon request, the employee may be required to submit proof of "supporting spouse of family or declared head of household." Refusal or failure to submit proof may mean the suspension of the coverage to such employee.
6. There shall be no duplication of benefits. The employee must notify the Department of Human Resources of any duplicate coverage, either through personal coverage or coverage from the spouse's or family's plan. If the employee is covered by any duplicated hospitalization, the Board's obligations under this provision shall be waived.
7. Unmarried children who are full-time students and/or dependent on member support will be eligible for family member benefits for health insurance through the dependent's twenty-sixth (26) birthday in accordance with law.
8. The Board will deposit monies in a Health Reimbursement Account (as defined under Section 105 (h) of the Internal Revenue Code (IRC)), for each eligible Instructional/Special Education paraeducator who chooses the Blue Cross Community Blue PPO – Base Plan. Employees with a one-person benefit plan will have \$300.00 deposited each year. Employees with a two-person benefit plan will have \$500.00 deposited each year. Employees with a full family benefit plan will have \$700.00 deposited each year. The HRA will operate on a calendar year (January to December). Members becoming eligible for this benefit during the year, other than January 1st will receive a prorated amount based on the number of months of coverage eligibility.

If there are remaining funds in a member's HRA at the end of the calendar year, one-half of the remaining HRA balance will be carried over to the next calendar year, not to exceed a carryover of \$1,200.

The HRA can be used to reimburse members for eligible medical expenses as defined by IRC 213 (*this regulation is on file in the district's Human Resources Office*). If a member contributes to a Section 125 plan, their section 125 plan monies must be used before a member can be reimbursed under the HRA.

Members who retire or resign or eligible dependents of members who die will continue to have access to the HRA money in their account at the time of leaving the District for three years after the date of leaving. Retirees may submit the cost of their MPSERS health, dental, and/or vision insurance reimbursement from their monies remaining in their HRA.

D. HEALTH AND PRESCRIPTION COVERAGE: The Board of Education will offer to the employees covered under this Agreement pursuant to Article 18C, the following option for healthcare.

1. FOR EMPLOYEES WHO WORK THE MAJORITY OF THEIR HOURS IN AN INSTRUCTIONAL/SPECIAL EDUCATION CAPACITY:

Enrollment in the Blue Cross/Blue Shield Community Blue PPO Option Base Plan (\$100/\$200 in-network deductible, 10% co-insurance with a \$500/\$1,000 cap).

2. FOR EMPLOYEES WHO WORK THE MAJORITY OF THEIR HOURS IN A NON-INSTRUCTIONAL CAPACITY:

Enrollment in Blue Care Network (BCN-10, \$1,000/\$2,000 deductible, 10% co-insurance with a \$1,500/\$3,000 cap).

3. FOR EMPLOYEES WHO BECOME BENEFIT ELIGIBLE OR ARE HIRED AFTER AUGUST 1, 2011 (for the first time or not as a result of the 2011 restructuring):

Enrollment in Blue Care Network (BCN-10, \$1,000/\$ 2,000 deductible, 10% co-insurance with a \$1,500/\$3,000 cap).

4. PRESCRIPTION COVERAGE FOR ALL MEDICAL PLANS:
\$5.00 generic and \$35.00 name brand, PRX-MM Mandatory MAC Program.

- E. **DENTAL:** Seniority employees employed on a full-time, full work year basis, six (6) hours or more per day, will be eligible for a dental plan selected by the Board for said employee and all eligible dependents.

- Class I - 100% (i.e., oral examinations, x-rays, cleaning, fillings, extractions);
- Class II - 80% (i.e., root canals, osseous surgery)
- Class III - 60% (i.e., crowns, dentures, caps, bridges)
- Class IV - 60% (orthodontics - lifetime limit: \$1,700)

Dental charges are not subject to a deductible. The annual dental limit is \$1,600.

- F. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
- G. Upon layoff or termination of employment with the Board, the employee's benefits as described above will cease to be paid by the Employer.
- H. Differences between employees or beneficiaries of employees and any company shall not be subject to the grievance procedure.
- I. Subject to the terms of the contract with the respective carriers, it is the intent of the parties that benefits provided for in this Article shall commence on the first compensable working day of seniority employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is considered employed by the Board/Employer in a position that makes them eligible for said benefits.

It is the understanding of the parties that benefits will start on the earliest date possible according to the terms of the carrier's contract, after the probationary period.

- J. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by a company hereunder shall be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- K. If an employee is working but is not eligible for fringe benefits and becomes eligible because of increased work hour assignments or otherwise, he/she shall be provided fringe benefit coverage effective with increased work hours.
- L. If an employee drops below the qualifying number of hours for fringe benefits coverage, that employee will be dropped from fringe benefits coverage and not be eligible for reinstatement unless work hours are increased.
- M. It is the understanding of the parties that these benefits will not start until after this contract has been accepted and ratified by the parties. See Section C for further guidelines. These benefits will have no retroactivity considered.
- N. The Board shall carry a one million dollar liability policy for employees.

O. OPTIONS TO HOSPITALIZATION COVERAGE:

Members who work six (6) or more hours per day who are eligible for but who do not participate in the Board's hospitalization and prescription drug benefits, are eligible to participate in this program.

- An additional \$50,000 death benefit and AD&D benefit;
- A \$175 per month payment that may be taken in cash or used to purchase a tax deferred annuity. The employee will select a carrier from among the Board approved carriers. The payments will be made in January and June.

ARTICLE 18 COMPENSATION

- A. The hourly rates of employees covered by this Agreement are set forth in the salary schedules and incorporated in this Agreement.
- B. Approved travel expenses shall be reimbursed at the IRS rate per mile.

C. **HOLIDAYS**

All seniority employees employed during the following holidays will not be required to work and shall be paid for the day at their regular rate.

Labor Day	January 1
Thanksgiving Day	Good Friday
Friday following Thanksgiving Day	Memorial Day
December 24	Floating Holiday
December 25	
December 26	
December 31	

1. Employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled work day at their regular straight time rate.
2. When a designated holiday falls on a Saturday, the day before will be observed as the holiday for the purpose of this Agreement. In the event that such holiday shall fall on a Sunday, it shall be observed for the purpose of this Agreement on the following Monday.
3. If any of these holidays fall on a scheduled school day, the Board and the Union shall meet to reschedule said holiday.
4. Salary for a holiday shall be paid when the scheduled work day preceding and succeeding this holiday is worked. If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within three (3) days after such absence if requested by the appropriate supervisor or designee of the Board.
5. The employee must have been employed (hired) and acquired seniority before and after the above days to be eligible for holiday payment.

D. LONGEVITY

Seniority employees shall be eligible to receive an hourly longevity benefit at the beginning of the fiscal year, provided their services have been on a continuous basis with the Rochester Community Schools. Longevity will be added to the hourly rate and included in the bi-weekly check according to the table below:

<u>Longevity Years</u>	<u>2011-2012</u>
7	.70
11	.78
15	.84
19	.91
23	.95

Employees hired after December 31, 1998 and before August 1, 2011, are not eligible for the 7-year longevity payment. Those employees hired after August 1, 2011 will not be eligible for any longevity payments.

Eligible years for longevity shall be considered as those years in which an employee has worked at least two (2) hours or more per day and has worked at least eighty percent (80%) of the total working hours for that work-year assignment.

E. SICK LEAVE PAY OUT

An employee who is employed by the Rochester Community Schools for five (5) or more years and who retires or dies will be compensated for unused sick leave days. Seventy-five percent (75%) of the employee's current daily rate will be paid for fifty percent (50%) of the unused earned sick leave days. This payment will be paid on the last regular paycheck the employee receives or included under the provisions of Article 18(K), Special Pay Plan.

F. VACATION PAY

<u>Years</u>	<u>Days</u>
0 - 3	4
4 - 6	7
7 - 9	8
10 - 14	9
15 or more	10

1. Vacation pay will be paid for days when work days are not scheduled and paid to employees at the end of the school year.
2. All paraeducators working under this Agreement shall get vacation pay at their rate per hour and hours per day of their regularly scheduled work day.
3. If an employee is laid-off, quits, or retires, vacation pay will be prorated for the months worked during that fiscal year.

G. COMPENSATION

2011-2012 SALARY SCHEDULE

	<u>Non-Instructional</u> Rate (-8.5%)	<u>Instructional Rate</u> (+1%)
STEP		
Probation	\$10.19	\$11.90
1 st Year	\$10.34	\$12.14
2 nd Year	\$10.51	\$12.44
3 rd Year	\$10.66	\$12.72
4 th Year	\$10.82	\$13.03
5 th Year	\$10.93	\$13.26
6 th Year	\$11.08	\$13.50
7 th Year	\$11.31	\$13.73
8 th Year	\$11.50	\$14.03
9 th Year	\$11.74	\$14.25
10 th Year	\$11.88	\$14.56

H. CLASSIFICATIONS:

NON-INSTRUCTIONAL

Paraeducators in this classification provide support for building or program operations that are non-instructional. The following assignments are considered non-instructional:

- **Building**
- **Bus**
- **Lunch**
- **Recess**
- **Overload**
- **Science Material Support**

INSTRUCTIONAL/SPECIAL EDUCATION

Paraeducators in this classification provide instructional support for students under the direction of a teacher or program supervisor. The following assignments are considered instructional:

- **Early Childhood Education**
- **Special Education - all categories**
- **Distance Learning**
- **Learning Consultant**

- **31-A**
- **Bi-Lingual or English Language Learner (ELL)**
- **Title I, or other miscellaneous federal grant-funded assignments, (for example, Title V)**

- I. **TERMINAL LEAVE PAY**: A terminal leave payment of one hundred dollars (\$100.00) per year of service will be made to employees who retire or die with ten (10) years or more of service.
- J. The Board will provide a salary reduction program for IRC Section 125. The program will provide a health care option and a child care option.
- K. The Board of Education will provide a Special Pay Plan (IRS Section 401 (a)), if determined to be legal by the **Internal Revenue Service** for each employee who retires, resigns, or dies. If the Special Pay Plan is determined not to be legal, this entire section will be deleted from the Agreement. There will be no cost to the employee for this benefit. Each employee who meets the following conditions must use the Special Pay Plan.

The conditions are:

- The employee must be fifty-five (55) years of age or older on December 31 or the year in which he/she retires, resigns, or dies.
- The District must have employed the employee for more than five (5) years.
- The Special Pay Plan amount must exceed \$1,000.00

If the employee meets the conditions listed above, the following severance benefits must be placed in the Special Pay Plan:

- Sick Leave Payments
- Terminal Leave Payments
- Early Retirement Incentives

The Board of Education will pay annually an amount equal to \$50 for each permanent full-time employee into the 401 (a) Special Pay Plan. Determination of permanent full-time is defined by Article 17C. This amount will be paid no later than May 30th of each fiscal year.

ARTICLE 19 STAFF DEVELOPMENT

- A. Any employee requesting reimbursement for training expenses, must submit the expenses on approved forms and use District procedures. These procedures must be completed prior to attending the training.
- B. Paraeducators who receive training which will help them in the performance of their job duties through the Rochester Community Schools Community Education Program or Oakland Schools, shall be reimbursed for the tuition costs for such classes.
- C. The Board agrees to establish procedures which will allow paraeducators to apply for permission to attend conferences.
- D. Depending upon the availability of funds, expenses as approved by the administration, will be provided.
- E. A paraeducator attending such conferences or in-service shall be granted sufficient time to attend without loss of compensation.
- F. The paraeducator will submit a written report regarding such conference within one week upon return from the conference if requested by the immediate supervisor.
- G. To be reimbursed for tuition costs, the employee shall submit receipts for tuition and proof of satisfactory completion of the courses to his/her immediate supervisor.

ARTICLE 20 SAVE HARMLESS

- A. 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 by a court of competent jurisdiction, 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 21 MISCELLANEOUS PROVISIONS

- A. Because every building has problems particular to itself due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to the common problems that are not inconsistent with State Law, School Board Policy, this agreement or other higher authorities.
- B. The Board/Employer may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, technological and/or innovative approaches in the overall work operation of the School District that the Board would like to make part of its operation. The changes made under this section will be for a period of not more than one (1) year; extension of this time period must be mutually agreed upon by the parties. The Employer will use seniority as a guide when making adjustments or modifications.
- C. The Employer shall provide each employee a "Notice of Intent" form before the end of the school year on which the employee will indicate whether he/she will **not** be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the Employer on or before the date indicated on the form.
- D. The building administrator(s) will be responsible for assessing weather conditions (temperature and wind velocity) and shall use such information to determine the appropriateness of outdoor recess for students. The building principal will use reasonable discussion to determine the appropriateness of outdoor recess.

- E. Each fiscal year, the Chapter President, Chief Steward and Stewards may attend the annual convention or work on Union business a maximum of two (2) work days each with pay plus any approved leave days remaining as a total number of days approved with pay. The use of approved leave days will be deducted from his/her sick bank.
- F. All seniority employees are members of the Michigan Public School Retirement System. Information concerning retirement is available at the Department of Human Resources.
- G. The Union shall be granted a total of one hundred-twenty (120) hours per fiscal year, without loss of pay for conducting Union business, including attendance at Union meetings. Appropriate written notice shall be given to the Department of Human Resources and immediate supervisor so that a substitute may be secured if necessary. All requests for Union days must be approved by the Chapter President of the Union.
- H. Teachers are responsible for the supervision of students. Paraeducators will provide support to the instructional program. When a teacher is absent, every effort shall be made to secure a certified teacher as a replacement. In cases of emergency, the paraeducator will supervise students until a certified teacher arrives.
- I. The Employer shall endeavor to provide a safe and secure location for paraeducators to store small personal belongings. The location and accommodation shall be determined by the Employer.

ARTICLE 22 GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged dispute or violation of a special article or section of this Agreement. There shall be an earnest effort on the part of the grievant, the Union, and the Board/Employer to settle the grievance through the following steps. Any employee(s) who believe he/she has been unjustly dealt with may grieve up to and including Step 4 of the grievance procedure.
- B. The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the seniority employee or the Union, on behalf of the seniority employee, fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the Board/Employer's last answer.

In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step unless the grievant or the Union, on behalf of the seniority employee, indicates otherwise.

- C. Each grievance must be initiated within ten (10) working days of the occurrence of the grievance or, if the seniority employee did not have knowledge of the grievance at the time of its happening, then within ten (10) working days after the aggrieved becomes aware of the cause of the grievance.
- D. Any written agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by an individual.
- E. Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to STEP THREE, the parties may, by mutual, written agreement at STEP THREE, select one of the grievances as representative of the group. The remaining grievance shall then be held in abeyance at STEP THREE while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance(s) held at STEP THREE.

- F. In the event it becomes necessary for the Steward to be involved in handling a grievance, the appropriate Union Steward will be allowed reasonable time during working hours, without loss of pay, for the proper handling of grievances. The appropriate supervisor or principal may grant permission to the appropriate Steward to leave their work for a reasonable period of time and no Steward shall leave his/her work without first obtaining permission. Stewards shall perform their regularly assigned work at all times and must not leave their building unattended, except when granted permission to leave their work as provided herein, and the privilege granted to stewards to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and must report back promptly when their part in the grievance adjustment has been completed and they will not abuse such privilege.
- G. If the Steward is required to go into another building other than his/her own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect work or school operations or assigned duties. It is the responsibility of the above mentioned Steward to report to the building principal before their conference with any employee. If, in the opinion of the principal or the immediate supervisor of the Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activity will be postponed.
- H. Except as set forth above, no Steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the supervisor or principal.
- I. **CLAIMS FOR BACK PAY**
All grievances must be filed, in writing, within ten (10) working days from the time the alleged violation was to have occurred or of knowledge of occurrence. The Board shall not be required to pay back wages more than fourteen (14) days prior to the date a written grievance is filed unless it involves a payroll mistake.
- a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.

J. **STEP ONE**

Within ten (10) working days of the time an alleged grievance occurs or as stated in Section C above, a signed, written "Statement of Grievance" shall be submitted to the grievant's immediate supervisor during non-working hours whenever possible. The aggrieved employee shall have the right to request representation by a Steward.

The Steward and aggrieved shall be allowed to confer regarding the grievance and, if they so desire, a meeting on the alleged grievance shall take place between the parties with the objective of resolving the matter. Within five (5) working days of receipt of the grievance, the supervisor shall give his/her written answer to the grievant and the Chief Steward.

The "Statement of Grievance" shall:

- a) name the employee or employees involved,
- b) state the facts giving rise to the grievance,
- c) identify all the provisions of this Agreement alleged to be violated,
- d) state the contention of the employee with respect to these provisions,
and
- e) indicate the relief requested.

The Statement of Grievance form shall be signed by the employee involved or appropriate Union representative.

If grievance does not start at Step One but goes directly to Step Two then twenty (20) working days of the time from the alleged grievance will be allowed for the grievance.

K. **STEP TWO**

If the grievance is not satisfactorily settled in STEP ONE, then a signed, written "Statement of Grievance" shall be submitted to the Department of Human Resources by the grievant, or Union on behalf of the grievant, within ten (10) working days after the STEP ONE answer. The written grievance at STEP TWO will contain all information as specified in STEP ONE.

Within five (5) working days of receipt of the written STEP TWO grievance, a meeting will take place between the grievant, the Steward, if requested by the grievant, and the appropriate supervisor(s) and administrator(s). The written answer of the Department of Human Resources administrator will be given to the grievant, with a copy to the Chief Steward, within five (5) working days of the meeting.

L. **STEP THREE**

If the grievance is not satisfactorily settled in STEP TWO, then the grievant and the Union shall have the right to appeal the decisions of STEP TWO within ten (10) working days of receipt of said answer. Such appeal, "Statement of Grievance," shall be directed to the Superintendent of Schools/designee.

A meeting on this appeal will take place within ten (10) working days of the date of receipt of the appeal. The grievant, Chief Steward, and one (1) other Union representative to be named by the Union and the Superintendent and/or his/her designee(s) shall meet in an attempt to resolve the grievance. Within five (5) days of said meeting, a written answer shall be given to the grievant and the Chief Steward.

M. **STEP FOUR**

Within fifteen (15) working days after delivery of the Superintendent's (or designee's) decision, either party may request the services of the State Mediator's Office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration or STEP FIVE of the grievance procedure.

N. **STEP FIVE**

If the grievance remains unresolved at the conclusion of STEP FOUR, it may be submitted for binding arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Superintendent within ten (10) working days from the date of the superintendent's written decision at STEP FOUR, unless mutually agreed upon that STEP FOUR is waived. The Union shall notify one of the arbitrators from the permanent roster of arbitrators listed below.

David Grissom
Barry Goldman
Mark Glazer
John Obee
Ildiko Knott

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned the first case. The next arbitrator on the list will be assigned the second case and so on until each arbitrator has heard a case.

Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.

- a. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
- b. An arbitrator may be removed from the list by written notice of either party during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- c. If the parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

The arbitrator shall hear the grievance in dispute and shall render his/her decision, in writing, within thirty (30) days from the close of the hearing unless mutually agreed upon otherwise. The arbitrator's decision shall be submitted, in writing, and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

N. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales or change any salary.
3. If there is a question of the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties.

4. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above and below. It shall be binding on the Union, its members, the employee or employees involved, and the Board and its agents.
5. The fees and expenses of the arbitration shall be shared equally by the parties. 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.

ARTICLE 23 WAIVER CLAUSE

The parties 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, neither the Board/Employer nor the Union, for the life of this Agreement unless mutually agreed upon, shall 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 referred to or covered in this Agreement.

ARTICLE 24 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements or past practices between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

ARTICLE 25 NO STRIKE CLAUSE

- A. The Local Union officers and/or employees for the term of this Agreement shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Rochester Community Schools. No lockout of employees shall be instituted by the Employer during the term of this Agreement.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expeditiously and quickly as possible by:
1. Delivering immediately to the Employer, a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,
 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
 3. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Union and its officers and membership disavows their action.
- C. Should differences arise between the Employer and the Union and/or employees, as to the interpretation or application of the provisions(s) of this Agreement, or should any dispute of any kind arise, it is agreed that there shall be no work stoppages, walkouts, or slowdowns, picketing, etc., or any other type of concerted action until the entire Grievance Procedure has been exhausted and said situation resolved.

ARTICLE 26 SPECIAL CONFERENCES

- A. There may be established under this Article a closed forum, hereinafter called "special conference." It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.

- B. Special conferences for important matters including health and safety will be arranged by the Chapter President or Chief Steward and the Employer by mutual consent of the parties. The Union may appoint not more than four (4) members to represent their organization (one of which may be the Council 25 representative) and the Employer may have like number if it so desires. Such meeting shall be between at least two (2) representatives of the Employer and of the Union.

- C. Arrangements for the conference shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

**ARTICLE 27
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior agreements between the parties and shall become of full force and effect **from June 27, 2011** and shall continue in full force and effect **until midnight, June 30, 2012.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the 27th day of June, 2011

**ROCHESTER PARAEDUCATOR
UNION, AFSCME, Council 25, Local 202**

BY Patricia Katulic

Patricia Katulic, Chapter President

BY Brenda Adams 6/27/2012

Brenda Adams
Council 25, Staff Representative

ROCHESTER BOARD OF EDUCATION

BY Jennifer Berwick

Jennifer Berwick, President
Board of Education

BY Charles H. Cotteau

Charles Cotteau, Secretary
Board of Education

BY Frederick C. Clarke

Frederick C. Clarke,
Superintendent of Schools

**MEMBERS OF THE ROCHESTER
PARAEDUCATOR UNION
NEGOTIATING TEAM:**

Terry Hetrick, Vice President
Patricia Blucher, Chief Steward
Maggie Clift
Linda Lewer
Mary Beins

**MEMBERS OF THE DISTRICT
NEGOTIATING TEAM:**

Elizabeth Davis, Chief Spokesperson
William Mull, Assistant Superintendent for
Business Affairs
Susan DesJardins, HR Manager
Mike Emerson, HR Benefits Supervisor

P.E.O.P.L.E. CHECKOFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by this remittance.

Addendum to Tentative Agreement reached on 6/27/11 between the Rochester Community Schools and the Rochester Paraeducator Union, A.F.S.C.M.E., Local 202, Council 25.

Contingent upon ratification by both parties this agreement implies the following:

- a. the parties agree that the effectiveness of this agreement is on the date the tentative agreement has been signed by both parties
- b. the members shall be held harmless should any legislation be passed affecting relevant benefits in the interim of this signed tentative agreement.