

**School District for the City of Hazel Park and
Hazel Park Paraprofessional Association
Tentative Agreement of 5-9-16**

The circumstances leading to this tentative agreement are as follows. The parties currently have a collective bargaining agreement in effect through June 30, 2016. The District continues to operate under a revised Deficit Elimination Plan (DEP) subject to approval by the Michigan Department of Treasury. The parties are agreeable to entering into a successor collective bargaining agreement on the following terms.

The parties hereby agree as follows:

1. The term of the new collective bargaining agreement is for the period July 1, 2016, through June 30, 2017; however, notwithstanding anything to the contrary, it is understood that the compensation reductions/changes reflected in the tentative agreements of 3-23-15 and 8-15 (attached) shall remain in place except as otherwise provided in this agreement, and that there will be no step or other increases in compensation whatsoever after June 30, 2017, until the parties otherwise agree. It is also understood and agreed that before the District proposes to amend its DEP with the Michigan Department of Treasury, it shall meet upon request with the HPPA bargaining representatives with respect to the same.
2. All employees in all classifications currently receiving the base hourly rate shall move one-half step (half-way between the base rate and the 1 year rate). For example, a Classification 4 employee receiving the base rate of \$10.99 an hour shall move one-half step and receive an hourly rate of \$11.37. This new hourly rate shall become the new base rate for new employees.
3. Employees in all classifications currently on steps 1 through 7 shall receive a .4% (four tenths of a percent) increase on schedule. For example, a Classification 4 employee at Step 7 receiving the hourly rate of \$14.28 shall receive the new hourly rate of \$14.34.
4. All eligible employees shall receive back two paid holidays: the Friday after Thanksgiving and Christmas Eve.
5. Article XIII, Work Schedule, Section B, Personal Days: The second paragraph shall be changed to permit the accumulation of up to eight (8) days, so the paragraph shall be changed to read as follows:

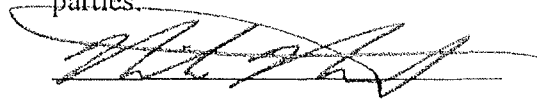
“The personal day (hours) referenced above may be accumulated up to the equivalent of **5 8 (eight)** days (day being equal to employee’s average work day as described in number 5 above). These days may be paid at retirement if unused, or at the end of any year the employee requests, if unused.”
6. Article X, Protection of Employees: There shall be a new Section D added to this article as follows:

"D. Loss or Damage/Personal Property:

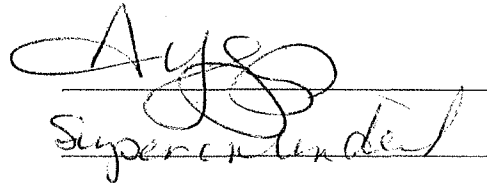
If in the performance of regular or assigned duties, an employee without negligence on his/her part, will suffer loss or damage to his/her clothing or other personal property to the extent of replacement value if 10 dollars or greater, but not more than 250 dollars (except in the cases of such things as eyeglasses, hearing aids, and other medically prescribed items where the limit is 400 dollars) in any school year, the Board will make reimbursement. This section will not apply to loss of money or damage to an automobile, and it will also not apply to loss or damage to personal technological devices, such as a cell phone, smart phone, or I-Pad, for example, unless the employee was expressly directed or required to use his/her personal technological device in the course of performing his/her duties. Notification by an employee that he/she has incurred expenses in accord with the provisions of this paragraph will be filed by the employee with the building principal on a form provided by the District. Said form will be filed within ten working days from the date of loss or damage. Failure of an employee to comply with this provision will constitute forfeiture of right of payment and/or reimbursement."

All other terms in the expired collective bargaining agreement not addressed above or in the attached tentative agreements will remain unchanged in the successor agreement, with the further understanding that dates will be updated as appropriate. It is further agreed that the annual amount of regularly scheduled hours of a paraprofessional will not be decreased in the 2016-17 school year as compared with the 2015-16 school year as a result of the increased number of half-days in 2016-17, with the understanding that the administration will have flexibility in scheduling additional hours to make up these additional half-days as needed.

It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.



Executive Director for HPPA/MEA



Superintendent

**The School District of the City of Hazel Park
HPPA Paraprofessional Salary Schedule
2016/2017**

	Classification			
<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Base	\$9.17	\$10.10	\$10.75	\$11.37
1 Year	\$9.59	\$10.47	\$11.14	\$11.80
2 Years	\$10.68	\$11.25	\$12.05	\$12.91
3 Years	\$10.97	\$11.51	\$12.30	\$13.19
4 Years	\$11.25	\$11.76	\$12.55	\$13.47
5 Years	\$11.54	\$12.02	\$12.80	\$13.75
6 Years	\$11.82	\$12.27	\$13.06	\$14.05
7 Years	\$12.14	\$12.56	\$13.34	\$14.34

School District for the City of Hazel Park and
Hazel Park Paraprofessional Association
Tentative Agreement 3-19-15

The circumstances leading to this tentative agreement are as follows: The parties were in the process of negotiating a successor agreement to their previous collective bargaining agreement, which expired on June 30, 2013. However, the District fell into a financial crisis and is in the process of submitting a revised proposed Deficit Elimination Plan (DEP) to the Michigan Department of Treasury, which proposed DEP requires all of the District's employees, including the members of the HPPA bargaining unit, to make reductions in their compensation. Accordingly, the parties are agreeable to entering into a new tentative agreement for a successor agreement as provided herein.

The parties hereby agree as follows:

1. The initial term of the successor agreement is for the period from the time of ratification of the agreement through June 30, 2016; however, notwithstanding anything to the contrary, it is understood that the compensation reductions reflected in this agreement that go into effect for the 2015-16 school year shall remain in place, and that there will be no step or other increases in compensation whatsoever, until the parties otherwise agree; furthermore, it is understood that it will be necessary for the parties to enter into a successor agreement to cover the period following June 30, 2016. It is understood and agreed that before the District proposes to amend its DEP with the Michigan Department of Treasury, it shall meet upon request with the HPPA bargaining representatives with respect to the same.

2. For the balance of the 2014-15 school year, each paraprofessional shall be subject to two (2) furlough days, which are days off work without pay. The following procedure shall govern when such days will be taken:

a. Each paraprofessional shall submit a written request via email to his/her building administrator within seven days of ratification of the tentative agreement, requesting two separate furlough days.

b. Each paraprofessional's building administrator must approve each of the furlough days taken. Furlough days requested within seven days of ratification will be approved based upon student needs and seniority.

c. In the event that a paraprofessional does not submit a request within seven days of ratification, he/she can later request to schedule a furlough day at least five school days in advance, in which case the building administrator will approve or not approve such request based upon student needs and the time of the request (in the event of a conflict, priority shall be given to the earlier request; this does not apply with respect to requests that were submitted within seven days of ratification as provided above).

d. If a furlough day is approved to be taken immediately before or after a holiday, it shall nonetheless be counted as a day worked for purposes of being eligible for holiday pay.

3. ^{7/15} For the 2015-16 school year, and thereafter until the parties otherwise agree, three paid holidays shall be eliminated: Labor Day, the Friday after Thanksgiving, and Christmas Eve. These will continue to be non-work days, but employees will not receive pay for such days.

4. ^{7/15} Notwithstanding anything to the contrary, implementation of the contract provisions, including the insurance provisions, shall be consistent with applicable law, including but not limited to PA 152 of 2011 (Publicly Funded Health Insurance Contribution Act). Furthermore, it is agreed that the District shall not contribute into the Health-Savings Account for non-Center employees for the 2016 medical benefit plan year. While the District does not believe it has an obligation to continue making contributions into the Health-Savings Account for Center employees for the 2016 medical benefit plan year, as it was done unilaterally by the District's previous Business Manager and was never agreed to by the parties, it is agreed that this matter shall remain subject to negotiation in August 2015.

5. ^{7/15} Because it is not possible at this time to know what changes will be made in paraprofessional assignments for the 2015-16 school year, the parties agree to continue negotiation regarding new employee classifications, step increases for Center employees, and health insurance issues, in August of 2015.

6. ^{7/15} All pending unfair labor practice charge(s) and grievances shall be withdrawn by the parties with prejudice, and no unfair labor practice charges or grievances shall be filed based upon actions that occurred prior to ratification of this agreement.
 EXCLUDING THE D. GUILIANO DISCIPLINARY GRIEVANCE

All other terms in the expired collective bargaining agreement not addressed above will remain unchanged in the successor agreement, with the further understanding that dates will be updated as appropriate.

It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.

Michael Smith
MEA 7-A EXECUTIVE DIRECTOR

Rich Reynolds
Interim Superintendent
3-30-15

**School District for the City of Hazel Park and Hazel Park Paraprofessional Association
Tentative Agreement August 2015**

The circumstances leading to this tentative agreement are as follows. The parties were in the process of negotiating a successor agreement to their previous collective bargaining agreement, which expired on June 30, 2013. However, the District fell into a financial crisis and was required to develop a new Deficit Elimination Plan (DEP) for the Michigan Department of Treasury, which DEP required all of the District's employees, including the members of the HPPA bargaining unit, to make reductions in their compensation. Accordingly, the parties reached an agreement for this purpose on or about March 19, 2015 (attached). This agreement further provided that the parties would continue negotiations regarding new employee classifications, step increases for Center employees, and health insurance issues in August 2015. The parties have met on and resolved these issues, and reached a tentative agreement.

The parties hereby agree as follows:

1. The Superintendent and Director of Special Education shall review the work of each employee working in Center programs who is currently classified as a Classification 3 to determine if the actual work performed by that employee qualifies the employee to be classified as a Classification 4. Such determination shall be done on an individual, case-by-case basis, and the final decision shall be made by the Superintendent, whose decision shall not be grievable.
2. Similarly, the Superintendent and Director of Special Education shall review the work of each employee working in Center programs who is currently classified as a Classification 4 to determine if the duties actually performed by that employee reasonably require that the working hours of the employee be increased. Such determination shall be done on an individual, case-by-case basis, and the final decision shall be made by the Superintendent, whose decision shall not be grievable.
3. The following clarifying sentence will be added to the end of the first paragraph of Article XIII, Section A, Holidays: "If an employee is given approved leave or provides notice of illness other matter beyond the control of the employee, including but not limited to family member illness or death, the employee shall be paid for the holiday, with the understanding that the District reserves the right to receive appropriate verification of the need for the absence."
4. The following shall be added to the end of Article XIII, Section B, Personal Day: "After an employee has completed his/her probationary period, the employee shall be entitled to an additional personal day, for a total of two personal days each year."
5. All other terms in the expired collective bargaining agreement and the attached agreement of March 19, 2015, not addressed above will remain unchanged in the successor agreement, with the further understanding that dates will be updated as appropriate.

It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.

_____ Date

_____ Date

_____ Date

_____ Date