

CONTRACT

2012/2013

Between

THE SCHOOL DISTRICT
OF THE
CITY OF HAZEL PARK

And

THE HAZEL PARK
PARAPROFESSIONALS
ASSOCIATION (HPPA)
MEA/NEA

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AGREEMENT

This AGREEMENT made and entered into this 1st day of July, 2012, by and between the Board of Education of the School District of the City of Hazel Park, Oakland County, Michigan, party of the first part, hereinafter referred to as the "District," and the Hazel Park Paraprofessional Association, MEA/NEA, hereinafter referred to as the "Association."

PURPOSE

The parties recognize that they have a common responsibility beyond their collective bargaining relationship, and that the School District of the City of Hazel Park is a unit of government, subject to the laws of the State of Michigan, and that the District has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children of the District.

The efficiency of the program of any school system is directly, therefore, proportional to the effectiveness of its employees in every category. It is the purpose of the District to employ competent, morally acceptable, and dedicated personnel.

It is the purpose of this Agreement to resolve, by collective bargaining, in good faith, differences concerning wages, hours, and working conditions, and appropriate means of resolving them, without interruption of the school program.

ARTICLE I RECOGNITION

The Board of Education of the School District of the City of Hazel Park recognizes the Hazel Park Paraprofessional Association, MEA/NEA, as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for employees in the classifications set forth in the schedules attached and made part of this Agreement. For the purpose of this Agreement, the term "employees" shall mean any member of the bargaining unit.

Definition of Terms:

1. The term "bargaining unit members" and/or "employees," when used in this Agreement shall refer to all employees represented by the Association.
2. The term "District," when used in this Agreement, shall refer to the Board of Education and the administrators employed by the Board to carry out its directives and/or policies and conduct all aspects of the business of the District.
3. Wherever the title "Association" is used in this Agreement, it shall mean the Hazel Park Paraprofessional Association, MEA/NEA.

ARTICLE II
FAIR EMPLOYMENT PRACTICES

- A This agreement shall be applied uniformly to all employees within the bargaining unit.

- B. It is the policy of the School District of the City of Hazel Park that no person shall, on the basis of race, color, national origin, sex, age, disability, height, weight, religion or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity, or in employment.

- C. The Association agrees to admit bargaining members to the Association without discrimination by the reason of race, creed, color, national origin, sex, marital status or past participation in the activities of any employee organization.

ARTICLE III
AGENCY SHOP

- A. Employees covered by this bargaining unit shall, on or before the thirtieth (30th) day following the beginning of their employment or the execution of the collective bargaining agreement, whichever is later, as condition of employment or of continued employment, either:
1. Become a member of the Association; or
 2. Pay the Association a service fee not to exceed the dues of the Association.
- B. The Association shall indemnify and save harmless the District from any and all claims, demands, or suits, and unemployment costs, fees and expenses including, but not limited to, liability, damages, attorney fees, interest, court costs or sanctions, interest or penalties incurred by reason of any action taken by the District as a consequence or result of the District's compliance with this Agreement.

ARTICLE IV
BOARD RIGHTS

- A. Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools that reflect the public's wishes. The intent of this Agreement is to establish wages, working hours, and conditions of employment with the Association.
- B. Therefore, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, absent any exceptions, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and 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.
 2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or their dismissal.
 3. To adopt and implement work rules, procedures and regulations.
 4. To determine the financial policies, including all accounting procedures.
 5. To determine the size of the management organization, its functions, authority, amount of supervision, and the table of organization.
 6. To direct the working forces, including the right to hire, promote, evaluate, discipline, transfer, and determine the size of the work force.
- C. The exercise of the foregoing powers, right, duties, and responsibilities by the District, and the adoption of policies, rules, regulations, and practices, shall be the exclusive prerogative of the District except as limited by the specific terms of this Agreement.

ARTICLE V
ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to use school building facilities for meetings, at reasonable hours outside of the working day, at no expense to the Association, unless additional custodial and/or other expenses to the District are incurred and in accordance with existing District policies. The Association must secure a building permit from the Superintendent of Schools.
- B. The Association representative shall be permitted to insert mail in the mailbox or mailboxes provided for this purpose by the District with the understanding that each piece of mail is identified as Association mail. The District shall in no way be liable for any loss or damage to Association mailed materials.
- C. School equipment may be made available to the Association and its members under conditions prescribed by the building administrator. Any supplies required in the use of such equipment must be replenished by, or paid for by, the Association.
- D. The District agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the District's tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members, together with information not subject to the Privacy Act or other laws or statutes governing dissemination of private or public materials or information, which may be necessary for the Association to process any grievance or complaint.
- E. The Association President or designee shall be permitted to transact official Association business on school property at all reasonable times, provided that this will not interfere with or interrupt classroom or educational activities or normal school operations. The initial contact in any school building shall be with the building administrator.
- F. Board meeting minutes and agendas will be received by the school district website and shall be available to the President of the Association at least 24 hours prior to any and all meetings.
- G. All District personnel policies, or any proposed changes in said policies, shall be distributed to the Association.
- H. The Association shall, upon application to and approval from the Superintendent, be allotted fifty (50) hours per year to attend to MEA business, as certified by the President of the Association.
- I. Loss of school property; bargaining unit members shall not be held responsible for loss of school property or student property, either from within or on official school business unless the board, its designee, or law enforcement officials have evidence the bargaining unit member has been negligent or criminally responsible.

ARTICLE VI
DISCIPLINE

- A. An employee shall not be disciplined without just cause.
- B. Should disciplinary action be likely to occur at any given meeting, the employee will be advised immediately of her/his right to have an Association representative present.
- C. When a request is made for Association representation by the employee, the meeting with the employee will not occur until the employee has obtained an Association representative. If no representative is available for a meeting that same day, the District may take any action necessary to protect the best interests of the District and the involved employee prior to the disciplinary meeting.
- D. The District shall utilize progressive discipline prior to the discharge of any employee for minor infractions; such as absenteeism, tardiness, and substandard work performance. Progressive discipline shall be defined as an oral reprimand, written reprimand, suspension with pay, suspension without pay, or discharge.
- E. Progressive discipline need not be given to any employee for major infractions on the job, including, but not limited to, intoxication, theft or fighting.
- F. In the event an employee is disciplined or discharged and believes that the action is unjust, the employee may process her/his complaint through the grievance procedure herein. Discharge during the probationary period cannot be subject to the grievance and arbitration procedure.

ARTICLE VII
PERSONNEL FILES

- A. The personnel files will be kept in a central location under the supervision of the Superintendent of Schools.

- B. Upon written request, an employee will have the right to review the contents of her/his personnel file. An Association representative will have the right to review an employee's file only with the written permission of the employee.

- C. No documentation concerning an employee originating after initial employment will be placed in an employee's personnel file unless the employee has been given a copy of the material. Complaints about the employee shall be put in writing, clearly annotated at the bottom of each page, "Copy to Personnel File," and a copy provided to the employee. When complaints are placed in an employee's file, the employee shall review and sign the complaint, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All employees will have the option of placing material related to their employment in their personnel files.

- D. The personnel files shall be maintained in accordance with the Bullard-Plawecki Act.

ARTICLE VIII
SENIORITY

- A. Seniority shall mean the number of continuous years of service actually worked within the district, computed from the date of hire. An employee who is temporarily transferred to a non-bargaining unit position for ninety (90) calendar days or less shall be deemed to have worked continuously in the bargaining unit for the period of temporary transfer. Seniority shall be applicable only as expressly provided in this Agreement. The District shall publish a district wide seniority list. It is understood that any leave of absence described in this agreement shall not be considered as an interruption of years of service.
- B. No seniority shall be accrued or granted for work performed outside this bargaining unit.
- C. In the event of the same hire date, seniority shall be determined by lot.
- D. There shall be no seniority among probationary employees.
- E. An employee's employment shall be terminated and their seniority shall cease upon:
 - 1. Discharge for cause, quit, retirement, or resignation.
 - 2. Failure to report to work after recall within the time period specified in this agreement.
 - 3. Except for layoff or approved leave of absence, if off the active payroll for any reason for a period equal to the employee's length of seniority or twelve (12) consecutive months, whichever is less.
 - 4. Obtaining a leave of absence under false pretenses, working for another employer during a leave of absence, or failure to return to work upon the scheduled expiration of a leave of absence.
 - 5. Layoff for a period of twenty-four (24) months or for a period equal to the employee's seniority, whichever is less.
 - 6. Absent without notice to the District for a minimum of two (2) consecutive days.
 - 7. The employee violated any procedure and/or conditions of the Leave of Absence provisions set forth in this agreement.

ARTICLE IX
PROBATIONARY PERIOD

- A. All new employees will serve a ninety (90) work day probationary period. Probationary days shall only be counted during an employee's work year. The District, while in their probationary period, may discharge new employees, and this decision shall not be in violation of this agreement or any applicable work rules and shall not be subject to the grievance procedure. Upon successful completion of the probationary period, employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from date of hire in the bargaining unit. During the probationary period, employees shall not be eligible for paid leave days, or emergency closings (snow days). During the first sixty (60) workdays of the probationary period, employees shall not be eligible for paid holiday pay.

- B. In the event an employee moves to a new position, it shall be on a trial basis for twenty (20) workdays. During this trial period, either the employee or the District shall have the option of returning the employee to their former position. This decision shall not be subject to the grievance procedure.

ARTICLE X
PROTECTION OF EMPLOYEES

A. The District and the Union agree that student behavior is the prime responsibility of the certified professional teacher and/or supervisor and the administration. Members of this bargaining unit, as members of the educational team, are expected to assist with the implementation of those procedures designed to encourage appropriate student behavior.

B. Employee Physical Assault

Any case of physical assault upon an employee in the course of their employment shall be promptly reported by the employee to the Principal or Director/Supervisor of the school. The District shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

C. Parental Concern:

1. Any concern of a parent regarding an employee, which a Principal, Director, or Supervisor feels may have validity, shall be promptly called to the attention of the employee involved.
2. If an administrator feels that a parental concern may have validity and may lead to disciplinary action, the employee will be informed of her/his right to Association representation.

ARTICLE XI
GRIEVANCE PROCEDURE

A Grievance Definition:

A grievance is a complaint by a member or the Association alleging the violation of a specific Article or Section of this Agreement. Such grievances shall be submitted to the following grievance procedures:

Step 1: Within five (5) workdays of an alleged violation of this agreement, or five (5) workdays of learning of a violation of this agreement, the employee or Association shall give oral notice to the bargaining unit member's immediate supervisor.

Within five (5) work days of receiving the oral notice, the supervisor shall respond orally.

Step 2: Within ten (10) work days of the oral response from the supervisor, the Association shall submit a written grievance to the supervisor.

Within ten (10) work days, the supervisor shall provide a written response.

Step 3: Within ten (10) work days of the written response from the supervisor, a written appeal will be made to the Superintendent or his designee.

Within ten (10) work days of receipt of the appeal, the Superintendent or his designee shall meet with the grievant and Association.

Within ten (10) work days of meeting with the grievant and Association, the Superintendent or his designee shall provide a written response.

Step 4: **Within** ten (10) work days of the written response from the Superintendent or his designee, the Association shall make a written appeal to the Superintendent or his designee.

Within twenty (20) work days of receiving a written appeal from the Association, the Superintendent or his designee shall provide a written response.

Step 5: If the Association is not satisfied with the written response at Step 4, the grievance will be submitted to the Board of Education within ten (10) days.

Within ten (10) work days of receiving the grievance, the Board of Education or a subcommittee of the Board of Education will meet to hear the grievance.

At the first regular board meeting of the Board of Education subsequent to hearing the grievance, the Board of Education will render a decision whether to accept or deny the grievance.

The Association may file for binding arbitration to be carried out under the rules of the American Arbitration Association. AAA fees shall be shared equally between the District and the Association.

** Timelines may be extended by mutual agreement **

ARTICLE XI-GRIEVANCE PROCEDURE
(continued)

B. Written Presentation

All grievances presented at the Step 2 level of the procedures set forth in this Agreement shall include:

1. The facts giving rise to the grievance.
2. The specific provision(s) of the Agreement, if any, alleged to have been violated.
3. The name(s) of the aggrieved employee(s).
4. The remedy sought.

All grievances at Step 2 of the procedures set forth in this Agreement shall be signed and dated by the aggrieved employee and/or her/his Association representative. All written answers submitted by the District shall be signed and dated by the appropriate District representative.

C. Time Limitations

The District shall not be compelled to accept a grievance for processing if it is not submitted and/or appealed within the time limits set forth in this agreement. If the grievance is not timely submitted at Steps 1 or 2, it shall be considered withdrawn and shall not be subject to any further proceeding under this Agreement. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the District's Step 2 answer. If the immediate supervisor or Assistant Superintendent fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

D. Appeal Procedure

Any grievance, as defined in Article XI, that has been properly and timely processed through the grievance procedure set forth in Article XI, that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association serving the District with written notice of its intent to appeal to arbitration. An employee shall have no right to demand arbitration. The failure to appeal a grievance to arbitration in accordance with this Agreement within thirty (30) calendar days after receipt of the written answer of the District, or when the District's answer was due at Step 3 of the grievance procedure set forth in this Agreement, shall constitute a waiver of the Association's right to appeal to arbitration and any written answer of the District at Steps 2 or 3 of the grievance procedure shall be final and binding on the aggrieved employee, the District and the Association.

E. Selection of Arbitrator

The jurisdiction and authority of the arbitrator and her/his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Association and the District. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify, any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish, or alter any wage rate or wage structure. The Arbitrator shall have no power to substitute her/his discretion for the District's discretion in cases where the District has retained discretion or is given discretion by this Agreement or by any supplementary

ARTICLE XI-GRIEVANCE PROCEDURE
(continued)

agreement. The Arbitrator shall have no power to decide any question which, under this Agreement, is within the right of management to decide. In rendering a decision, the Arbitrator shall have due regard for the District's rights and responsibilities of management and shall so construe the Agreement so there will be no interference with the exercise of such rights and responsibilities except as those rights may be conditioned by the Agreement. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the District and the Association. The written award of the Arbitrator on the merits of any grievance adjudicated within the Arbitrator's jurisdiction and authority shall be final and binding on the aggrieved employee, the Association, and the District.

F. Fees, Costs and Expenses of Arbitration and Back Pay Awards

The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. Otherwise, each party shall bear its own arbitration expenses. Neither the Association nor any employee shall be entitled to any payment of costs, attorney fees, interest, punitive damages or other sanctions. When a back-pay claim is awarded by an Arbitrator or allowed by the District, such back pay shall be limited to the amount of regular straight-time wages the employee would otherwise have earned from employment with the District during the back-pay period and shall be reduced by the following:

1. All unemployment compensation received by the employee.
2. All benefits or compensation from personal services received by the employee, from any source, to offset loss of income from the District while the matter was pending.
3. All benefits or compensation that would have been lost because of any period of incapacity, disability, strike, seasonal or other layoff period or other unavailability or inability to work. No employee shall receive any pay or reimbursement for expenses for attending any arbitration hearing.

G. Back Pay Limitation

The District shall not be required to pay back wages prior to three (3) days before the date a written grievance is filed with the District at Step 2.

H. Association Responsibility

In the event of a violation, the Association agrees to promptly exert every reasonable effort, through its officers and representatives, to end any violation of this Agreement.

L. Injunctive Relief

In the event of a violation of this Agreement, the District may, in addition to seeking any other remedies, immediately apply to the United States District Court for the Eastern District of Michigan, or other court competent jurisdiction, for injunctive relief, including a temporary restraining order, preliminary injunction, or permanent injunction, prohibiting the continuation of such violation.

ARTICLE XI-GRIEVANCE PROCEDURE
(continued)

J. Damages and Other Remedies

In addition to any other remedy set forth in this Agreement, the District, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the Association for damages suffered by the District as a result of a violation of this Agreement. The remedies set forth in this Agreement are not exclusive and the District may pursue whatever other remedies are available to it at law or in equity.

ARTICLE XII
LEAVES OF ABSENCE

Leaves of absence consisting of *"thirty (30) days or less"* can be taken with a building principal agreement. The procedure for leaves of absence of *"more than thirty (30) days"* are: send letters of request to the HPPA President, Assistant Special Education Director and Principal/Supervisor.

A. FMLA (Family Medical Leave Act)

Qualified employees will be granted leaves pursuant to the provisions of the Family Medical Leave Act.

B. Educational Leave

Leaves of absence without pay shall be granted upon written application to, and approval by, the Superintendent and the District for the purpose of further education study. The regular salary increment occurring during such period shall be allowed.

C. Family Care Leave

A Family Care Leave shall be for a period of one (1) year and, upon written request. May be granted an additional year at the discretion of the Board of Education. The bargaining unit member shall file a written notice of intent to return thirty (30) calendar days prior to the expiration of her/his leave.

D. Military Leave

Military Leave of absence shall be granted to any Association member who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. An Association member on Military Leave shall be given the benefits of any increment which would have been credited to her/him had she/he remained in active service in the school system.

E. Personal Leave

The District may grant an unpaid leave of absence for leaves not listed above for a period of time not to exceed one (1) year or such longer period of time as the District may grant. During such leave, the employee shall not accrue or be eligible for any benefits under this Agreement except that seniority shall continue to accrue. During such leave, the resumption of employment for any other employer shall constitute a de facto resignation on the part of the employee and a revocation of any and all rights under this Agreement.

F. Eligibility for Leave

To be eligible for a leave of absence, the bargaining unit member must have been employed by the District for at least two (2) years.

G. Returning From Leave

Under all leaves of absence, a bargaining unit member is guaranteed to be reinstated in the position she/he left provided she/he returns within a twelve (12)-month period.

ARTICLE XIII
WORK SCHEDULE

A. Holidays

All paraprofessionals will be eligible to receive pay for the following holidays. To receive holiday pay, the employee must be at work on their scheduled work days immediately preceding and after the holiday.

Labor Day (if working the
week of Labor Day)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Three Days during
Christmas Vacation

New Year's Eve
New Year's Day
Good Friday
Monday of Spring Break
Memorial Day

Holiday pay hours will be computed by taking the normal hours worked per week and dividing by five. A minimum of two (2) hours pay shall be paid.

B. Personal Day

The School District will pay paraprofessionals one personal day (day equals number of hours in the employees work day) i.e. – employee works a 35 hour work week, then the average for a day would be 7 hours. If a person works a 20 hour work week, then the average for a day would be 4 hours. This may be taken for any reason including illness. A three day advance notice is required except in cases of emergency, i.e. – if an employee wakes up ill one morning, then that person would be able to declare that as his/her personal day, if the employee chooses to do that.

The personal day(hours) referenced above may be accumulated up to the equivalent of 5 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.

C. Jury Duty

The School District will pay paraprofessionals for their regular hours while they are on jury duty. In order to be paid for these hours, the employee must endorse their jury duty check over to the School District (as required of all other employee groups). If the employee chooses to keep her/his jury duty check, no hours should be turned in to payroll for the time spent on jury duty.

D Court Appearances

The School District will pay paraprofessionals for their regular hours only when making court appearances on behalf of the School District.

E. Emergency School Closing Days

Paraprofessionals will be paid for days school is canceled prior to school starting because of emergency conditions. These employees will be paid for the hours normally worked on the specific date. If the employee normally would not work, the employee would not be paid. When school is canceled due to an emergency after school has started, employees are expected to remain at work to ensure the safety of the students. However, the employees may be excused from work, without pay, if requested Payment for emergency school closing days cannot exceed state-allowed days off. If the district is required to reschedule a day of instruction, this provision will not apply.

If an employee was scheduled to work the day before or the day after an emergency school closing, but was absent, the employee will not be paid for the emergency school closing.

F. Field Trips

If an employee is required to attend field trips, and the time extends beyond the employee's scheduled work hours, the employee will be paid for said time.

G. Transportation of Students

Employees will have the option to transport students in personal vehicles.

ARTICLE XIV
WORKING CONDITIONS

A. Service to be Provided

Aide/Paraprofessional service is provided to assist and support the teacher's instructional efforts.

B. Training

The District will provide for all training that is required including, but not limited to, restraint training for certain assignments. Such training will be provided during normal working hours or with additional pay for time spent at required training.

C. Immunization

Employees in high risk assignments shall have the option of receiving hepatitis immunization and booster shots at the District's expense.

D. Mileage Reimbursement

When an employee uses a personal vehicle to perform services at the direction of the administration, such travel will be reimbursed at the current board policy rate.

E. Administration of Medication

At the beginning of each school year, or more often if necessary, all employees will be informed of the procedures for the administration of medication in compliance with the Revised School Code and Michigan Department of Education recommendations.

F. Reporting Absences

At the beginning of each school year, employees shall be notified in writing of the procedural guidelines for reporting absences.

ARTICLE XV
IMPLEMENTATION PROCEDURES

Implementation meetings will be held between representatives of the District's and the Association's bargaining teams at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems that are not of a grievance nature.

ARTICLE XVI
COMPENSATION

Compensation will be paid according to the salary schedule.

B. Employees shall receive their paychecks biweekly.

C. Deductions will be taken for any of the following authorized by the employee:

1. Credit Union
2. Tax Sheltered Annuity
3. United Fund
4. Section 125
5. Any other payroll deduction mutually agreed upon by the District and the Association

ARTICLE XVII
INSURANCE

A. Medical

Employees listed in Classification *IV*, who are regularly scheduled a minimum of thirty (30) hours per week qualify for single person coverage through Blue Care Network. The Board reserves the right to provide coverage equal to the Blue Care Network plan through an alternate or self-funded plan.

The District's health insurance premium will be capped in accordance with Act #152, Public Act of 2011.

Cash in Lieu of Medical- Within the structure of a Section 125 Cafeteria Plan, an employee who meets the requirements for medical coverage may elect to receive \$400 in lieu of district-paid medical benefits. This payment will be paid at the end of a complete year in which the employee elected not to receive medical benefits. For employees working a partial year, a prorated payment will be made.

B. MPERS (Michigan Public School Employees Retirement System)

The District shall support the mandatory contribution to fund basic retirement at the percentage determined by an actuary each year.

C. Michigan Workers' Compensation

The District will provide workers' compensation coverage as required by statute in the State of Michigan.

ARTICLE XVIII
NEGOTIATION PROCEDURES

- A. 1. Not later than March 1, in the school year in which this Agreement expires, the District agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning employee salaries, hours, and other conditions of employment. Any agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the District and the Association.
2. During negotiations, the District and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The District agrees to make available to the Association, in response to written request, available information concerning the financial resources of the District and tentative budget requirements and allocations which are presented at any meeting of the Board, or before any government agency.
3. If the negotiations in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.
- B. 1. The parties hereby acknowledge that in the course of the negotiations which resulted in this Agreement, each had unfettered rights and opportunities to make proposals and counterproposals with respect to all subjects germane to the collective bargaining process, both procedurally and substantively, that all such subjects, proposals and counterproposals have been discussed and negotiated and that the agreements contained herein were arrived at after the free exercise of such rights and responsibilities.
2. Therefore, the District and the Association both agree that, for the term of this Agreement, neither shall be bound or required or otherwise obligated to bargain collectively with respect to any subject or matter not specifically addressed in this Agreement, irrespective of whether such subject or matter may or may not have been within the knowledge or purview of either or both of the parties at the time of the negotiating or signing of this Agreement.
- C. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools without interruption or interference due to strikes.

Accordingly, the Association agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed.

- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. 1. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XIX VACANCIES

- A. All vacancies shall be posted in each work site for five (5) working days.

- B. So as to fulfill the primary mission of the District, which is to deliver the best possible service to children, consideration will be given in the following descending order in filling vacancies:
 - 1. Experience, training, educational background, and skills of all applicants
 - 2. Seniority in the classification of the vacancy
 - 3. Districtwide seniority (date of hire)

- C. The parties agree that unrequested transfers of bargaining unit members are undesirable and are to be minimized and avoided whenever possible.

No temporary employee shall be kept on a temporary basis longer than sixty (60) days except in cases of extenuating circumstances.

Substitutes filling in for an absent bargaining unit member may substitute for the duration of the bargaining unit member's absence.

ARTICLE XX
LAY-OFF

- A. Reductions in the work force deemed necessary by the District shall result in a lay-off notice to member(s) of the Association. The lay-off notice shall be delivered as soon as possible, but no later than ten (10) business days prior to the effective date of the lay-off.

The employee must respond in writing within five (5) business days following notification of lay-off to inform the District which of the three (3) options he/she chooses.

Lay-off options are as follows and, once notification of such option is received by the District, it cannot be changed. Failure to notify the District within the above timeline shall result in a layoff for the employee.

1. Bump the lowest seniority employee in a position for which he/she is qualified within his/her classification.
 2. Bump the lowest seniority employee in a position for which he/she is qualified in a lower classification.
 3. To be laid off.
- B. Permanent placement into new positions shall not take place until the bumping process has been finalized.

ARTICLE XXI

RECALL

- A. When openings occur, employees who have been affected shall be recalled in the reverse order in which they were released, provided, however, that each person recalled shall meet the qualifications for the positions available.
1. As openings occur, the District shall contact each qualified person on the recall list by registered letter. Such letter shall indicate the qualifications for the position(s) open and a deadline for a written response of interest from the employee. The deadline shall be no less than seven (7) business days from the mailing of the letter. It shall be the responsibility of the employee to supply the District with a current mailing address and telephone number and any additional qualifications they may have acquired since lay-off.
 2. The position shall be awarded to the most senior qualified laid off employee who responds to the letter within the time limits as stated above. Employees who refuse the position, or fail to respond within the required time, shall be considered a resignation from the District.
 3. A laid-off employee may refuse only work opportunities which have a lower job classification than their previous position. The job refusal must be by written response within the above timelines. A refusal for this reason only shall permit the District to continue recall rights for said employee.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed, at the expense of the District, and made available to all employees, now employed and hereafter employed, at or prior to the time of employment. Fifty (50) copies will be provided to the Association.

- B. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the District, the Association, and employees in the bargaining unit, and in the event any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

- C. The Association president and the SODA office will be provided with the job postings and/or a list of all transfers, leaves of absences of employees in the bargaining unit.

- D. Fingerprinting will be paid for by the employer.

- E. Up to six (6) hours per year of professional development will be provided by the district. The training will be determined by the district, if needed.

ARTICLE XXIII
JOB CLASSIFICATIONS

I. Classification I

Attendance Aide
Basic Non-Instructional Aide
Bus Aide
Detention Aide
Hall Monitor
Kitchen Aide
Latch Key Aide
Lunch/Breakfast Aide
Office Aide
Parking Lot Aide
Playground Aide
Security Aide
Special Education Feeding/Care Aide

II. Classification II

Adult Education Child Care Aide
Even Start Child Care Aide
Child Care Aide
Adult Education Aide
CARS Aide
Bilingual Aide
Computer Lab Aide
Head Start Aide
Reach for Reading Aide
Regular Classroom Aide
Title I Learning Center Aide
Media/Library Aide

III. Classification III

Special Education Aide

IV. Classification IV

S.X.I. Aide P.O.H.I.
Aide M.A.X. Aide
Elementary E.I. Aide
A.I. Aide

The Board reserves the right to develop job postings and job descriptions that include the specific qualifications and responsibilities for each position and, as additional positions are identified and/or created, they will be added to the classification list following consultation with the Association.

Paraprofessional Salary Schedule
2012/2013

	<u>Classification 1</u>	<u>Classification 2</u>	<u>Classification 3</u>	<u>Classification 4</u>
Base	8.78	9.77	10.39	10.99
1 year	9.55	10.43	11.10	11.75
2 years	10.64	11.21	12.00	12.86
3 years	10.93	11.46	12.25	13.14
4 years	11.21	11.71	12.50	13.42
5 years	11.49	11.97	12.75	13.70
6 years	11.77	12.22	13.01	13.99
7 years	12.09	12.51	13.29	14.28

The contract will be effective July 1, 2012.

Effective with any new hires that begin working during the 2000/01 year, if your seniority date is before December 31, your first step will be July I of the next fiscal year and adjusted each July I thereafter. If your seniority date falls on or after January 1, you will remain at the base step for the following fiscal year.

After July 1, 2000, if you move from one classification to a higher classification and have at least one full year with the district, you will be placed at step I on the salary schedule or the next highest step that will give a rate increase. If you have less than one full year with the district, you will be placed at base in the new classification.

DURATION OF AGREEMENT

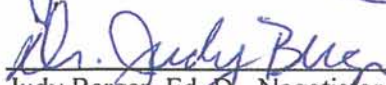
This Agreement shall be effective July 1, 2012, and shall continue in effect until June 30, 2013.

School District of the City of Hazel Park

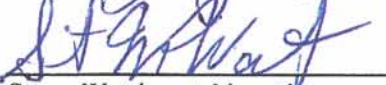
Hazel Park Paraprofessionals Association



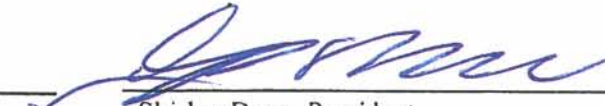
James D. Meisinger, Negotiator



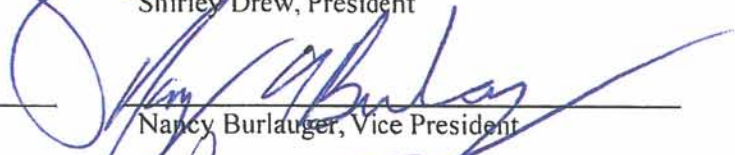
Judy Berger, Ed. D., Negotiator



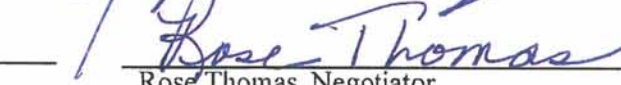
Steve Watrion, Negotiator



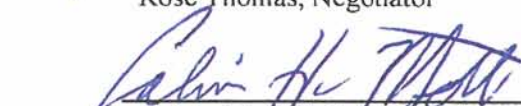
Shirley Drew, President



Nancy Burlauger, Vice President



Rose Thomas, Negotiator



Calvin Mott, Uniserv Director

