

**School District for the City of Hazel Park and
Hazel Park Paraprofessional Association
Tentative Agreement of 4-16-18**

The circumstances leading to this tentative agreement are as follows. The parties currently have a collective bargaining agreement in effect through June 30, 2018. 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, 2018, through June 30, 2019; however, notwithstanding anything to the contrary, it is understood that the compensation reductions/changes reflected in the tentative agreements of 3-23-15, 8-15, 5-9-16, and 4-18-17 (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, 2018, until the parties otherwise agree, with the exception of the new Classifications 5 and 6 for paraprofessionals working in the Jardon (Classification 5) and Edison Max (Classification 6) Center Programs (attached). 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. In the event that the District's state per student foundation allowance, currently at \$7,834, is increased for the 2018-19 school year to \$8,034 or more, AND the District's number of elementary, middle school, high school, and alternative education students (i.e., excluding center program and vendor students) increases by 50 over the such student count for October 2017, then all actively employed bargaining unit members shall receive an off-scale bonus payment in an amount equal to two days' pay. Such payment shall be made in December 2018.
3. The parties agree to negotiate a reduction in health care costs to be effective January 1, 2019; in the event that such negotiated savings are not agreed to by such date, then it is agreed that the District's contribution for health insurance shall remain as follows: Single \$6,560.52.
3. The following changes shall be made in Article X, "Protection of Employee," Sections B and C:
 - "B. Employee Physical Assault:
 1. The term 'physical assault' shall be defined as the intentionally causing or attempting to cause physical harm to another through force or violence.
 2. 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.

3. On a pilot basis, to terminate on June 29, 2019, unless otherwise agreed by the parties, the Board shall pay the applicable equivalent workers' compensation pay rate to employees who lose one or more days' pay as a result of a physical assault against an employee in the course of his/her employment up to a maximum of five work days not otherwise covered under Workers Compensation, provided in each case that is determined by the Board, or its' representative, that the employee is acting in accord with and within the scope of his/her duties and authority of Board Policy.

4. As a result of a physical assault upon an employee in the courses of his/her employment as an employee, and the employee suffers a loss of property, the employee shall be compensated in accordance with Section D of this article.

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. If said complaint or anything derogatory is being placed in an employee's personnel file, a copy will be shown to the employee before filing. The employee has the right to include a response to same, which will be attached to such item in his/her file.

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.

3. If any Employee has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the Employee while in the performance of his/her regular assigned duties and performing properly, lawfully and in accordance with Board Policy and administrative regulations, the Board shall refer the matter to its' insurance carrier with the request that all necessary assistance, legal and financial, be rendered to the Employee in his/her defense.

D. Loss or Damage/Personal Property [No change in language from current contract]:

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.”

4. The following additions shall be included in Article XIV, Working Conditions:

“G. Injury:

1. When an employee is injured, administration shall direct employee to the Worker's compensation clinic.

2. Administration shall have incidents reports available for employees to report injuries.

3. No retaliation shall occur by administration if an incident report is filed by an employee.

4. Upon request, the Association shall be furnished a report about the number of work place injuries that have taken place.”

5. The parties agree to establish a study committee to review possible measures to further protect employees from aggressive actions of students in Center Programs with IEPs, including possible protective clothing.

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



MEA Executive Director

4/18/18

