

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.

[Signature]
MEA 7-A EXECUTIVE DIRECTOR

[Signature]
Interim Superintendent
3-30-15