

**AGREEMENT**

**FOR THE YEARS  
2018-2020**

**BETWEEN**

**THE BEACON EDUCATIONAL SPECIALISTS  
OF THE SOUTHGATE SCHOOLS/ MEA/NEA  
(BESSS/MEA/NEA)**

**AND**

**THE SOUTHGATE COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

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**Article 1.**

**Agreement**

This Agreement is entered into by and between the Beacon Educational Specialists of Southgate Schools/MEA/NEA (BESSS/MEA/NEA) hereinafter called the "Association," and the Southgate Community School District Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

Both parties recognize the value of seeking a three year duration with the next collective bargaining agreement.

This Agreement Supersedes and cancels all previous written contractual agreements that were not incorporated into this agreement.

**Article 2.**

**Recognition**

**A. Bargaining Unit Defined**

The Southgate Community School District Board of Education hereby recognizes the Beacon Educational Specialists of Southgate Schools-MEA/NEA, sometimes referred to hereinafter as BESSS/MEA/NEA, as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA). Classifications as listed below:

1. Program Consultant
2. Behavior Specialist 1
3. Behavior Specialist 2
4. Program Assistant
5. One on One

Excluded from the bargaining unit are supervisors, teachers and all other employees such as day-to-day substitutes.

**B. Definitions:**

Day-to-Day Substitute: A non-bargaining unit employee who is employed to fill an absent bargaining unit member's position on a day-to-day basis.

**Article 3.**

**Payroll Deductions**

- A. It is recognized that the district will refrain from collecting membership dues as long as state law prohibits such action. In the event that state law changes, the District and the union agree to bargain in good faith the re-instatement of dues collection through the district.
- B. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored tax-deferred annuities and direct deposits to credit unions or any other plans or programs jointly approved by the Association and Employer.

**Article 4.**

**Extent of Agreement**

**Severability**

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

**Article 5.**

**Negotiations Procedure**

**A. Unforeseen Matters**

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

**B. Negotiations**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**C. Agreement**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Association.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer.

**D. Negotiations for Successor Agreement.**

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the scheduled expiration of the contract term. The parties do hereby mutually agree that this Agreement shall be extended until a successor Agreement is ratified; provided, that either party may terminate the extension with seven (7) calendar days written notice to the other party.

Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

**Article 6.**

**Association Rights**

**A. Information**

The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

**B. Use of Facilities**

The Association and its representatives shall have the right to conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

**C. Mail**

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in the Beacon Day Treatment Center. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

**D. Association Leave**

The Association shall have ten (10) days annually of Association leave time at the Employer's expense. The Association shall access this time by written notice to the Employer by the Association President.

**E. Matters of Mutual Concern**

Discussions for the purpose of dealing with matters of mutual concern between the Association and District may be arranged at the request of either party. Time and place for these discussions will be scheduled within ten (10) calendar days of request.



## **Article 7.**

## **Bargaining Unit Member Rights and Protections**

### **A. Right To Organize**

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection.

As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

### **B. Personal Life**

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer unless it creates a negative impact on the working environment.

### **C. Non-discrimination**

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

### **D. Assault**

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property arising out of the performance of the staff member's professional responsibilities at school or school sponsored functions shall be promptly reported to the Employer. The accused student shall immediately be removed from that staff member's classroom. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The Employer will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the

incident by law enforcement and judicial authorities. If requested by the staff member or required by statute and/or policy, the District shall promptly notify local law enforcement officials of any alleged assault by a student and ask law enforcement to conduct an investigation into the potential criminal conduct of the student. This provision applies to any student in any grade level, including special education students, regardless of the level of impairment or disability. The Board shall provide the staff member with paid time off without charge to any compensable leave bank needed for the handling of the incident by law enforcement and judicial authorities.

#### **E. Special Education Complaints/Administrative and District Support**

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged or denied any occupational advantage, directly or indirectly by the Employer, its administrators or representatives, due, in any way, to the bargaining unit member having filed a complaint as defined in Rule 1a (c) of the Michigan Special Education Rules; participating in the investigation and/or resolution of such complaint as provided in Part VIII of the Michigan Special Education Rules; filing a report with an intermediate school district pursuant to Section 1711 (1)(j) of the School Code of 1976, as amended, MCLA 380.1711(1)(j); MSA 15.41711(1) (J); or, referring a student to the Superintendent, or his/her designee, for evaluation pursuant to the Michigan Special Education Rules (1979 Administrative Code R340.1722).

#### **F. Teaching conditions**

Since administrative support and backing is essential to the maintenance of the staff member's authority and effectiveness in his/her classroom or other place of assignment, the Board recognizes its responsibility to give all reasonable support and assistance to staff members. In view of this, building administrators shall make every effort to support staff members in the establishment of a learning environment in the building that is conducive to providing effective instruction and ancillary services.

#### **G. Support by Board**

Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of student shall be given support and assistance by the district. Continued effort will be made to assure staff that they can provide student instruction and other ancillary services with a minimum of disruption and abuse in an appropriate learning environment.

#### **H. Loss of Property**

The district will reimburse staff members the full replacement value, up to \$2,500 as covered by district insurance, per incident, for properly documented loss, damage, or destruction of clothing or personal property of the employee while on duty on the school premises, or while performing supervision of students on school sponsored trips. The reimbursement will not be paid if the loss is covered by insurance or involves the teacher's automobile.

**I.** A lockable space will be provided for every employee.

## **Article 8.**

## **Discipline and Discharge**

### **A. Discipline and Discharge**

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in compensation, or occupational advantage; and discharge.

Any discipline, including that resulting from the adverse evaluation of a bargaining unit member's performance, shall be subject to the grievance procedure, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

### **B. Written Discipline**

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Association. Any complaint not called to the attention of the bargaining unit member, within five (5) work days, may not be used in any disciplinary action against the bargaining unit member.

### **C. Response to Discipline**

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within five (5) work days and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

### **D. Representation**

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

### **E. Discipline System**

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Written warning by appropriate administrator.
- b. Written reprimand by appropriate administrator.
- c. Suspension without pay.
- d. Dismissal for just cause only.

### **F. Non- Disciplinary Counseling Statement.**

The parties recognize there are circumstances that do not rise to the level of discipline yet may require administrative involvement. The administration may convene counseling meetings with employees concerning work issues. Informal counseling meetings may be held between the administrator and the employee to discuss issues of concern. At the discretion of the administrator, Association representation at informal counseling sessions may be allowed. Informal counseling meetings shall not be documented except for the purpose of personal notes that are for the authoring administrator's reference only. Formal counseling meetings held between the administrator and the employee will be documented in writing by the administrator with a copy provided to the employee only. Such documentation may include a reference that future consequences were discussed; however, it shall not be placed in the employees personnel file but shall be maintained by the authoring administrator. Employee requests for Association representation at formal counseling meetings shall be honored. If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held. Counseling shall not be considered disciplinary and shall not be subject to the grievance procedure.

### **G. Personnel Files**

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the

material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, 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. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, the member may submit a written response which will be placed in the file.

**H. Adverse Material**

Written reprimands and adverse material three (3) years old or more, will not be used against an employee, and will be destroyed.

## Article 9.

## Grievance Procedure

### **A. Definition**

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit members may be processed as a grievance as hereinafter provided. A grievance involving any established rule, order, policy, or regulation affecting bargaining unit members may be processed through Level II. A grievance alleging a violation of one or more articles and section(s) of this Agreement may be processed through Level III.

### **B. Hearing Levels**

- a. **Informal Level:** When a bargaining unit member(s) or the Association believes a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- b. **Formal Level 1:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- c. **Formal Level 2:** If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or designee. Within ten (10) working days after the grievance has been so submitted, the Superintendent shall meet with the Association on the grievance. The Superintendent shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Association and the grievant(s).
- d. **Formal Level 3:** If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration. The arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to

be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

**C. Miscellaneous Conditions**

- a. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement of the parties.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution, in accordance with sections 9.A and 9.B.
- c. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.
- d. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
- e. A bargaining unit member who must be involved in the grievance procedure during the work day shall do so without loss of pay.
- f. If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance may be processed to the next step of the grievance procedure.

## **Article 10.**

## **Evaluations**

### **A. Frequency of Evaluation**

Bargaining unit members shall be evaluated annually; probationary employees shall be evaluated at least once during their first sixty (60) workdays.

### **B. Monitoring**

All monitoring or observation of the work of each bargaining unit member shall be conducted by administration in person and with the full knowledge of the bargaining unit member.

### **C. Observation**

Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work, generally thirty minutes in duration. Each observation shall be preceded by not less than twenty-four (24) hours' notice.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association, and are a part of the job performed.

Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

### **D. Written Evaluations**

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.



**E. Evaluation Conferences**

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

**F. Termination**

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Association.

**G. Conclusion**

Each bargaining unit member's evaluation shall include at the conclusion of the report the statement:

"Considering all factors, the work performance of this bargaining unit member is \_\_\_ satisfactory; \_\_\_ unsatisfactory. (check one)."

**Article 11.**

**General Working Conditions**

**A. Unsafe Work**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

**B. Student Discipline**

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use approved physical management techniques with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.

**C. Medication**

No bargaining unit member shall be required to dispense or administer medication, or perform diapering or medically related procedures.

**D. Supervision**

A bargaining unit member shall be responsible to only the building administrators.

**E. Equipment, Supplies**

The Employer shall provide without cost to the bargaining unit member approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

**Article 12.**

**Work Year, Workweek, Workday**

**A. Work Year**

The work year for all bargaining unit members shall be the same as that of the instructional personnel in the Beacon Day Treatment Program-

**B. Work Week**

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a holiday or other break scheduled on the school calendar, or a paid or unpaid leave pursuant to this Agreement

**C. Work Day**

**Full Day**

The work day for all bargaining unit members shall be seven hours and five minutes.

**Half Day**

A.M. Dismissal 11:36 am

P.M. Arrival 12:06 pm

**D. Duty-Free Lunch**

All bargaining unit members shall receive a one-half (1/2) hour uninterrupted, duty-free lunch period. Administration shall provide space adequate for such purpose.

**E. In-Service**

All bargaining unit members shall receive in-service training opportunities in conjunction with in-service training scheduled for the instructional staff.

**F. Preparation Period**

There shall be a preparation period of thirty (30) minutes twice weekly or one period of sixty (60) minutes each week for the various grade level units.

**G. Parent Teacher Conference**

As a valued member of a multi-disciplinary team and given the importance of the opportunities to interact with parents, attendance at parent/teacher conferences is expected. Should the schedule create a hardship for a bargaining unit member, the member may use personal leave time for the 1/2 day in question.

**Article 13.**

**Seniority**

**A. Seniority Defined**

Seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the bargaining unit member's first day of regular and continuous paid employment as a bargaining unit member of the Beacon Day Treatment Program in the Southgate School District.

In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots in the presence of at least two (2) Association officers and two school administrators.

**B. Probation**

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of regular and continuous paid employment as an employee of the Beacon Day Treatment Program of the Southgate School District. The probationary period shall be one school year or its equivalent.

**C. Classifications**

There shall be the following classifications:

1. Program Consultant
2. Behavior Specialists 1 and 2
3. Program Assistant
4. One on One

**D. Seniority List**

The Employer shall prepare, maintain the seniority list and provide copies to the association by email. The seniority list shall annually be available by October 1. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

**E. Accommodation**

Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease, or sustains a handicap for which reasonable accommodation needs to be made, while employed by the Employer, may at his/her option be employed at other work on a job that is operated by the Employer which he/she can do, without regard to any seniority provision in this Agreement.

**F. Seniority Lost**

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non- bargaining unit position.

**Article 14.**  
**Personnel**

**Layoff, Recall and Reduction and Displacement in**

**A. Layoff Defined**

Layoff shall be defined as the necessary reduction in the work force due to a lack of funding or student enrollment numbers. The Association will be provided the facts, rationale and reasons for the need to eliminate or reduce a position or positions.

**B. Layoff Notice**

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least sixty (60) work days prior to the effective date of the layoff.

**One on One exception:** The District can initiate lay off for one on one positions less than the 60 day period but will continue to employ member(s) without loss of seniority or benefits, as substitutes during the 60 day period.

**C. Layoff Procedures**

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in the work force shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

**D. Substitute Priority**

A laid-off bargaining unit member shall, upon application and at his/her option, if qualified, be granted priority status on the day-to-day substitute list according to his/her seniority.

**E. Benefits during Layoff**

Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer.

**F. Recall**

Laid-off bargaining unit members shall be recalled in order of seniority with the most senior being recalled first to any position for which they are qualified.

Notices of recall shall be sent by registered mail, return receipt requested, to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be

the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice to notify the Employer of his/her intent to return to work. The Employer may fill the position with a day-to-day substitute until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

Bargaining unit members shall maintain their right of recall for a period of five years or for a period of time equal to their seniority in the bargaining unit, which is longer.

**G.** In the event of a change or a reorganization which results in the displacement of a bargaining unit member(s), the procedures and rights contained in article 14A, B, and C shall apply. For example: Should there be a reduction in the workforce through attrition and reorganization occurs, the procedures of article 14 A, B, and C would then apply.

## **Article 15.**

## **Vacancies, Transfers, and Promotions**

### **A. Vacancy Defined**

A vacancy shall be defined as a position previously held by a bargaining unit member who vacated an established position or a newly-created position in the bargaining unit that is not filled.

### **B. Summer Vacancies**

The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by email or by U.S. mail to their last known address, if requested by the member.

All bargaining unit members interested in filling the vacancy, or interested in filling any vacancy occurring as a result of filling the initial vacancy, shall meet at the Beacon Day Treatment at a time designated by the district on a day during the week preceding the arrival of students.

### **C. School year Vacancies**

Any vacancies occurring during the school year after the first ten (10) student days will be filled first by qualified laid off personnel then new hires. It is agreed that these assignments by new hires or recalled employees are only until the end of the current school year and they retain no rights to the position. These employees will be made aware of this by the district prior to commencing work in this assignment.

Any job vacancies in the first ten (10) student days of the school year will be filled by utilizing the BESSS seniority-based bidding system as described below:

- BESSS members will be notified of any vacancy via email once the vacancy occurs.
- Following notification of a vacancy, all BESSS members interested in participating will attend a BESSS Bid Meeting at Beacon Day Treatment Center.
- All vacancies will be posted to the whiteboard.
- Interested members will fill vacancies starting with the most senior interested BESSS member, and any subsequent openings will continue in a roll-down process by seniority until filled.

### **D. Application for Vacancies**

Interested bargaining unit members may apply in writing to the Beacon Administration within five (5) days following the posting period.



**E. Award of Vacancies**

Vacancies shall be filled with the most senior qualified applicant from within the bargaining unit. Should the district determine that the most senior applicant is not qualified, it shall provide the reasons thereto, in writing, to the applicant.

Should no bargaining unit member apply, the vacancy shall then be filled by a qualified applicant from outside the Beacon Day Treatment building.

**F. Requests for Transfer**

Requests for transfer shall be made in writing annually to the Beacon administration. The request shall indicate the title of the position sought. The Association will be notified of all transfer requests.

**G. Involuntary Transfers**

Involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

**Article 16.**

**Job Responsibilities**

The parties shall meet annually, or as needed, to review job responsibilities for each of the bargaining unit positions and attempt to reach a consensus on them.

Job responsibilities shall not be changed without the participation and knowledge of bargaining unit members, and shall be made available to members.

**Article 17.**

**Sick Leave**

**A. Sick Leave**

Each bargaining unit member shall be credited with five (5) days of sick leave at the beginning of each semester. Unused sick days shall accumulate to a maximum of one hundred thirty (130) days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

Only employees who are in a paid status or currently on an FMLA leave of absence at the time these days are advanced will have these days advanced. All other will have these days prorated upon their return.

Bargaining unit members hired after the start of the school year will have their days prorated at the rate of two half days per month. For the first month worked this proration will be based on the ratio of days worked to duty days in that month, rounded to the nearest half-month based on actual duty days that month.

A bargaining unit member who terminates employment before the end of the school year and who has used more than the number of sick days that would be accumulated at the rate of one day per month shall reimburse the district for the extra days used. Exception: Unless reason for termination is associated with a medical condition.

**Sick Leave Usage**

The bargaining unit member may use all or any portion of his/her leave to recover from his/her own personal illness or disability, or for the illness or disability of any member of his/her immediate family/step-immediate family as defined below, which shall include all disabilities.

Employees may use sick leave, when necessary as follows:

- A.** Personal illness or injury in the immediate family group residing with the employee and/or personal illness or injury to the mother, father, mother-in-law, father-in-law and children.
- B.** Quarantine or exposure to contagious disease which may endanger the health of the pupils and employees.
- C.** Five Consecutive Day Absence: In the event of an absence of an employee due to personal illness or disability of five (5) consecutive working days, then, the Superintendent or designee, may require the employee to provide a physician's statement indicating ability to resume his/her duties prior to returning to work.

- D.** Extended Health Leave. Any employee whose personal illness extends beyond the period compensated and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request, and a physician's recommendation for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend a maximum of one (1) year without the approval of the Board, or its designee. Any health leave granted under this section shall be without pay or fringe benefits excluding long-term disability pay (except as required by law).

### **Sick Bank**

Upon exhaustion of sick leave, an employee may request other members of the bargaining unit to donate sick leave day to his/her sick leave bank. The request must be presented to the B.E.S.S representative. The president will submit application to the District. Notice should be provided thirty days prior if the absence is reasonably foreseeable, otherwise notice should be provided to the office of Human Resources as quickly as possible. The District, upon written authorization from the bargaining unit member donating the days, shall apply such days to the requesting employees' accumulation and compensate the employee accordingly.

### **B. Reporting Absences**

Bargaining unit members will call the Aesop 24 hour reporting service (or current reporting procedure) no later than one (1) hour before start of the work day, excluding emergencies in which case notification needs to be made to the building administrator or administrative assistant.

### **C. Attendance**

The Association recognizes the importance of employee attendance in carrying out his/her duties and in contributing to the achievement of the district's educational mission.

### **D. Sick Leave Payout upon Resignation, Retirement or Death**

- a. **Voluntary Resignation.** Upon voluntary resignation an employee will be paid at his/her then current rate for one-quarter (1/4) of his/her accumulated sick days.
- b. **Retirement.** Upon retirement an employee will be paid for one-third (1/3) of his/her accumulated sick days.
- c. **Death.** Upon the death of a bargaining unit member the member's beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days.

**d. Options for payout of terminal pay**

**i. Employee Elective Deferral of Termination Pay**

The Employee may choose to receive Termination Pay in cash compensation or to defer such Pay to a §403(b) account selected by the employee. Such Employee must sever employment with the Employer during the contract year and be eligible to apply for and commence their retirement from the state sponsored retirement system. The compensation shall equal the accumulated leave days (Termination Pay) benefit which is specified in this section of the Collective Bargaining Agreement. The Employer shall deposit the deferral no later than 2 ½ months or the end of the calendar year, whichever is longer, following the employee's severance date.

**ii. Cash Option**

Each employee may receive cash in lieu of or as an alternative to any of the Benefits described in this section.

**iii. Contribution Limitations**

In any application year, the maximum Employee Elective Deferral shall not cause an employee's §403(b) account to exceed the applicable contribution limit under §402(g) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases.

**iv. §403(b) Accounts**

Employee deferrals shall be deposited into the §403(b) account selected by the employee to receive Employee Elective Deferrals.

- v.** This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

**E. Employment-Related Injury; Worker's Compensation**

Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. Absence includes any time required for visits to the employee's doctor or to the employer's clinic.

Upon written request of the district the employee shall submit a medical statement relative to the injury.

The Employer shall pay to such bargaining unit member the difference between his/her salary and the amount he/she receives under the Michigan Workers' Compensation Act for the duration of such absence up to thirty-six (36) months. After thirty-six (36) months, the bargaining unit member may use their accumulated sick days incrementally to make up the above difference at a rate of one sick day used per five days absent.

A bargaining unit member may return to work at any time that he/she is medically certified to fully perform the job.

Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists.

**F. Childhood Illness in the Workplace**

Should any bargaining unit member contract mumps, scarlet fever, conjunctivitis, measles, chicken pox or any other disease commonly recognized as a childhood disease, when there is an occurrence of same in the workplace, and be absent from work because of such illness, such illness shall be recognized as having been contracted in the course of such bargaining unit member's employment and shall not be deducted from the member's sick leave.

## **Article 18.**

## **Other Paid Leaves**

### **A. Personal Business**

At the beginning of every contract year, each bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal business that cannot be conducted outside of work hours. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave.

Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances.

### **B. Judicial Leave**

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. Employee will provide documentation verifying attendance.

### **C. Armed Services**

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period of up to two weeks when the affected bargaining unit member engages in training.

During a national emergency the employee shall be granted unpaid leave.

### **D. Bereavement Leave**

The bargaining unit member shall be granted five (5) days of paid leave per death for immediate family/step-immediate family members.

Immediate family/step immediate family shall be defined as mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, or dependent member of the employee's immediate household.

The bargaining unit member may take one (1) paid day per year to attend the funeral of any person not covered in the above paragraph. Unused funeral/bereavement leave shall not be cumulative.

**Article19.**

**Unpaid Leaves**

**A. Permissive Leave of Absence**

Leaves of absence without pay for up to one (1) year in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall continue to accumulate. The member shall make the request at least 30 days in advance of the leave.

A bargaining unit member returning from a leave of absence shall be reinstated to the same or like position he/she held when the leave began. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level he/she would have been at had he/she worked during the period.

**B. Military Leave**

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. The employer shall continue any and all employee benefits for the bargaining unit member's family during any period of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

**C. Association Office**

A leave of absence not to exceed four (4) years shall be granted for the purpose of serving as an officer of the Association, or an officer or intern or staff member in its state or national affiliate.

**D. Public Service**

A leave of absence not to exceed four (4) years shall be granted for the purpose of campaigning for, and/or serving in, a public office.

**E. Educational Leave**

Educational leaves of absence may be granted to seniority employees for a period not to exceed one (1) year with an option to request a one-year extension. Requests for educational leave must be received by the Director of Special Education at least thirty-days in advance of the anticipated commencement of the leave in order to be considered.



No more than two seniority members per semester shall be granted a leave with health benefits to do student teaching. In the event that more than two members apply at the same time, the leave shall be granted to the applicants who have the greater seniority in the bargaining unit. A member will be limited to two leaves for the purpose of professional educational pursuits, to include teaching, social work or counseling.

#### **F. Family Leave**

A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of a serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child/grandchild under age 18.

#### **G. Family and Medical Leave Act**

A family leave may be taken on an intermittent or reduced schedule basis at the employee's option. The employer shall continue all health insurance benefits during a family leave. The employee may elect to use his/her paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.

##### **Definitions**

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, stepparent, grandchild, or grandparent.

#### **H. Pregnant Bargaining Unit Member**

A bargaining unit member may commence the family leave before or after the birth of her child, upon approval of her doctor. The family leave is available to the bargaining unit member at the termination of her sick leave, at the option of the bargaining unit member. The bargaining unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.

#### **I. Notice of Return from Leave**

Bargaining unit members returning from a leave of absence in accordance with Article 19 A through E shall provide notice to the Office of Human Resources that they intend to return from leave or request an extension of their current leave at least 30 days prior to their scheduled return date unless there are extenuating circumstances that necessitate the return of the bargaining unit member earlier than planned.

**Article 20.**

**Insurance and Hospitalization**

**A. Workers' Compensation.**

Employees incurring on-the-job injuries will be protected by Worker's Compensation.

**B Life Insurance.**

The School District will select an insurance carrier and pay the premium to provide \$30,000 term-life insurance for full-time seniority employees

**C. Vision Insurance.**

The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following: (see plan documents)

Service	In-Network Cost	Out-of-Network Reimbursement
<b>A. Examination</b>	<b>\$0 Copay</b>	<b>Up to \$35.00</b>
<b>B. Regular Lenses</b>	<b>\$0 Copay</b>	<b>Up to \$56.00</b>
<b>C. Bifocal Lenses</b>	<b>\$0 Copay</b>	<b>Up to \$90.00</b>
<b>D. Trifocal Lenses</b>	<b>\$0 Copay</b>	<b>Up to \$110.00</b>
<b>E. Frames</b>	<b>\$0 Copay up to \$100, 80% of charge over \$100</b>	<b>Up to \$55.00</b>
<b>F. Contact Lenses</b>		
<b>1. Conventional</b>	<b>\$0 Copay up to \$100, 15% off retail price over \$100</b>	<b>Up to \$115.00</b>
<b>2. Disposable</b>	<b>\$0 Copay up to \$100, Plus balance over \$100</b>	<b>Up to \$115.00</b>
<b>3. Medically Necessary</b>	<b>\$0 Copay</b>	<b>\$200 if medically required</b>
<b>G. Transitions</b>	<b>\$75</b>	<b>N/A</b>
<b>H. Standard Progressive</b>	<b>\$65</b>	<b>\$ 90.00</b>

**D. Long Term Disability Insurance**

The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:

- a. Benefit of 66 2/3% of the employee's salary not to exceed \$2,000 per month for 12 months.

- b. The benefits shall continue until the employee becomes age 65.
- c. Shall cover existing conditions.
- d. Shall cover both occupational and non occupational disabilities.
- e. Contain an occupational rehabilitation waiver of no more than three (3) years.
- f. Shall have a 90 calendar days waiting period before the employee is eligible for benefits.
- g. Shall have an additional 20 calendar days waiting period for recurrence of the same disability.
- h. Shall cover disabilities that result from illness or injury.
- i. Social Security Freeze.

**E. Dental Insurance**

The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

- a. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
  - 1. Oral Hygiene Instruction.
  - 2. Experimental Treatment.
  - 3. Dietary Planning.
  - 4. Cosmetics.
  
- b. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
  - 1. Lost, misplaced or stolen prosthetics.
  - 2. Additional costs for gold.
  
- c. 60% of Orthodontic. Maximum benefit \$1,000 per person per lifetime.

**F. Health Insurance**

- a. Employees shall have the choice of the following elections.
  - i. Priority Health – HMO HSA 100% (\$1350 / \$2700) or (\$2000/\$4000)
  - ii. Priority Health – POS HSA 100% (\$1350 / \$2700) or (\$2000/\$4000)
  - iii. Priority Health – PPO HSA 100% (\$1350 / \$2700) or (\$2000/\$4000)
  
- b. Current Members of the bargaining unit that elect the HMO plan will receive District funding into a Health Savings account equal to the amount that the annual premium falls short of the Annual Hard-Cap. 2017-18 amounts shown below as examples.

<b>Priority Health HMO</b>				
<b>Policy</b>	<b>Deductible</b>	<b>Annual Premium</b>	<b>Hard-Cap</b>	<b>District Funding</b>
<b>Family</b>	<b>\$2700</b>	<b>\$16,930.68</b>	<b>\$17,892.36</b>	<b>\$961.68</b>
<b>2 Person</b>	<b>\$2700</b>	<b>\$13,608.84</b>	<b>\$13,720.07</b>	<b>\$111.23</b>
<b>Single</b>	<b>\$1350</b>	<b>\$6,058.32</b>	<b>\$6,560.52</b>	<b>\$502.20</b>

<b>Priority Health HMO</b>				
<b>Policy</b>	<b>Deductible</b>	<b>Annual Premium</b>	<b>Hard-Cap</b>	<b>District Funding</b>
<b>Family</b>	<b>\$4000</b>	<b>\$15,078.72</b>	<b>\$17,892.36</b>	<b>\$2,813.36</b>
<b>2 Person</b>	<b>\$4000</b>	<b>\$12,120.24</b>	<b>\$13,720.07</b>	<b>\$1,599.83</b>
<b>Single</b>	<b>\$2000</b>	<b>\$5,395.68</b>	<b>\$6,560.52</b>	<b>\$1,164.84</b>

- c. The District's health insurance plan year is the calendar year. Current members of the bargaining unit that elect an HMO or other high deductible plan that qualifies for HSA contributions, ~~plan~~ will receive a District contribution into

his/her Health Savings Account equal to the amount available from the Hard Cap limit under PA 152 for the applicable calendar year after deducting the annual cost of the member's medical insurance plan for the same calendar year (both amounts are based on the level of coverage for each member). This amount will be deposited into each member's Health Savings Account on or before the third full week of January. The District contribution will be prorated on a monthly basis for members that enter employment after January 1st of the applicable calendar year.

- d. The District will provide the HSA funding vehicle for employees that choose that option to fund their high-deductible plan through payroll deductions.
- e. The benefits are offered only to those seniority employees that have a scheduled work assignment of a minimum of six hours a day and 30 hours per week.
  - i. The parties agree to discuss insurance changes/issues during the term of the agreement. Changes to the current coverage and carrier can only be made by mutual agreement.

- G. Cash in lieu of Health Insurance and Prescription Drugs. An employee may elect to waive coverage provided in 11.6A, above (Health and Prescription coverage) and receive four thousand (\$4,000) per year.

Cash in lieu of Dental and Vision Insurance. An employee may elect to waive the coverage provided in 11.5 (Dental) and 11.3 (Vision) above and receive two hundred (\$200) per year.

#### **H. Section 125 Plan**

The district shall provide to bargaining unit members a qualified plan under section 125 of the internal revenue code that includes the following:

- a. Cash option plan (for cash in lieu of health insurance)
- b. Medical spending account (for medical costs not covered by insurance)
- c. Dependent care reimbursement

Bargaining unit members electing any of these benefits shall do so through a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

The district will provide limited flexible spending plans as allowable with health savings accounts.

**Article 21.**

**Salaries**

**A. Salaries**

Employees shall be compensated in accordance with the salary schedule as set forth in Appendix A. All employees' salaries shall be paid on an annual salary basis.

**B. Payment for Short Term Assignments**

Daily payment for short-term assignments of one (1) period and up to three (3) periods shall be the bargaining unit member's regular pay for that day, plus \$35.00. Assignments in excess of three (3) periods shall be the Bargaining unit member's pay for that day, plus \$55.00. If a substitute is not provided and members are providing full day coverage they will be paid at member's regular daily pay plus \$55.00 for the first five (5) consecutive days. After five (5) full days at their regular pay plus \$65 per day. Excluded from the above will be maternity leaves and other long-term leaves if a certified teacher has been assigned to the position.

**C. Longevity**

Longevity shall be based on the most recent date of hire in either the Beacon Day Treatment Program or in the school district. All bargaining unit members employed prior to the first effective date of this agreement are grand-parented. All newly hired members longevity is based on their hire date as a Beacon Day Treatment Program employee.

Longevity will be paid on a separate check in December based on completion of years of service achieved as June 30 of the previous fiscal year, and for subsequent years thereafter, as outlined in this agreement.

A year of service of a bargaining unit member is any year that the bargaining unit member was actively and continually employed by Southgate Community School District and has worked what would be considered full time for that collective bargaining unit of the Southgate Community School District. Years of service for a bargaining unit member will commence as of the initial date of hire in a bargaining unit. A bargaining unit member will not earn a year of service for any year during which the bargaining unit member was laid off, unless otherwise provided by law.

Longevity pay shall be paid on a prorated basis for those who leave employment on a date other than their employment anniversary. Longevity shall be paid in one lump sum on a separate check from normal wages.

**D. Pay Period**

Each bargaining unit member, except new hires as noted below, shall have the following options as to the payment of their annual salaries: (Notification for the

following school year selection must be made by August 1 for the following school year. Member must notify payroll of selection)

- A. Twenty-one (21) equal payments, September to June.
- B. Twenty-six (26) equal payments annually with twenty-one (21) equal payments during the school year and the balance paid in five (5) separate checks biweekly during the summer recess, or on a Twenty-seven (27) pay schedule when calendar anomaly requires. See perpetual calendar in Appendix B
- C. Twenty-one (21) equal payments, September to June, with the balance (equal to compensation of five (5) separate checks payable in one check on the last pay of the school year.
- D. New hires, after ratification of this agreement, will be paid according to the 26/27 pay option in subsection B above.

**E. Tuition Reimbursement**

The district shall annually provide up to \$1000 of tuition reimbursement to a bargaining unit member to upgrade his/her skills. To qualify, the member must be enrolled in a course that is part of a college level program in education or social work/counseling approved by the administration. To receive the reimbursement the member must submit proof of participation in the course and a receipt or reasonable facsimile.

**Article 22.**

**School Closure/Dismissal/Act of God**

**A. School Closing**

When an act of God, or an Employer directive, forces the closing of school, the bargaining unit members shall be excused from reporting to duty without loss of pay. If the days lost affect the minimum student attendance days for State Aid, remuneration, they will be rescheduled.

**B. School Cancellation after Opening**

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed immediately after students have been dismissed and excused from work with no loss of pay.



**Article 23.**

**No Strike Clause; No Lockouts**

The work “strike” shall be defined as a concerted failure to report to duty, the willful absence from one’s position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of 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. There shall not be “Strikes” of any kind between Association, its officers, representatives, or members during the term of this agreement.

There shall be no lockouts on the part of the employers.

**Article 24 .**

**Board Rights**

**A. Board Rights**

All management rights and functions except those which are clearly and expressly abridged by this Agreement or any supplement to this Agreement, shall remain vested in the Employer. It is expressly recognized, by way of illustration and not by way of limitation, that such rights and functions include but are not limited to management of the School District, establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff, and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification. It is understood and agreed that none of the above shall be exercised contrary to specific provisions of this agreement.

**B. Laws**

The Employer agrees to enforce, as they pertain to the Southgate Community School District, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Employer shall not direct or require a bargaining unit member to violate any Federal law, State law, and/or State or Federal regulation.

**C.** The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.

## **Article 25.**

### **Mentors**

- A. Each bargaining unit member in his/her first two semesters in the Beacon Day Treatment Program shall be assigned a Mentor by the Association with the Employer.
- B. The purpose of the mentor is to provide support and act as a resource person and consultant on areas of job performance for probationary employees or employees in need of assistance.
- C. Qualifications necessary to serve as a mentor:
- Must be available at times when the mentee is available.
  - Must have five years or more experience as a bargaining unit member of the Beacon Day Treatment Program.
  - Must have a good understanding of the social learning program.
- D. The mentor will meet formally with the mentee for at least an hour each month, in addition to the frequent, informal meetings that may occur, during the mentee's first two semesters as a bargaining unit member.
- E. A Mentee shall only be assigned to one (1) Mentor at a time and a Mentor shall only be assigned one (1) Mentee at a time.
- F. Participation as a Mentor shall be voluntary.

### **Confidential Relationship**

Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality performance, the Employer and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor or Mentee. Neither the Mentor nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor.

### **Compensation**

Each Mentor shall be paid five hundred dollars (\$500) for each assigned Mentee.


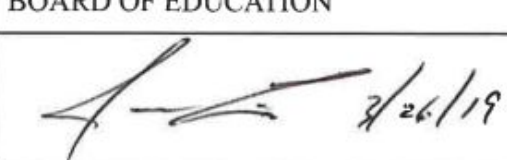
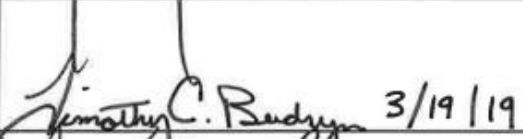

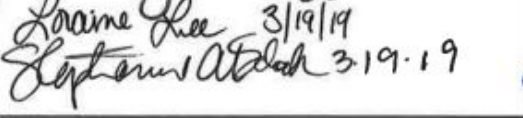


The amount will be prorated by semester if a mentor is unable to fulfill the position for the entirety of both semesters. At a minimum one semester will be paid due to proration.

**Article 26.**

**Duration of Agreement**

This Agreement shall be effective as of Board Approval on March 12th 2019, and shall continue in effect until the 30th day of June, 2020.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives.

ASSOCIATION	BOARD OF EDUCATION
	
	
	
	
Date:	Date:

**APPENDIX A.**

**Salary Schedule**

**Salary Schedules  
2018-2020**

Credit Hours	60	60	120	120
	One on One	Program Assistant	Behavior Specialist I/ Program Consultant	Behavior Specialist II
Position Step:				
1	22,857	23,607	34,439	28,491
2	23,229	23,979	35,000	28,955
3	24,027	24,777	35,570	29,427
4	24,507	25,257	36,280	30,015
5	25,000	25,750	37,007	30,615

Minimum 60 credit hours required for One on One and Program Assistants

Minimum 120 credit hours required for Behavior Specialists and Program Consultants

Any mandatory trainings will be conducted during the contractual school year.

If trainings are only available after the end of the school year and members agree to attend they will be paid at their contractual daily rate.

New employees will be placed on Step 1 at the beginning of their employment and will advance to the succeeding step at the beginning of each school year.

All steps are paid based on experience in classification, except as noted below. No member should experience a loss in pay when moving to a higher paying classification. Members moving to a lower classification will be placed at a step based on experience in the Bargaining Unit rather than experience in classification.

A \$300 stipend if required to get CPI certification; and a \$400 stipend each time during the school year if they are required to train other employees.

The District agrees to pay bargaining unit employees for credit hours obtained that are above those required for their respective position. See District's current form. The District will pay \$25.00 per credit hour beyond those classes required for employment to a maximum of 40 hours.

Should a bargaining unit member also serve as a coach for the Employer, in addition to the compensation payable for such work as provided under Appendix B of the collective bargaining agreement of the United Teachers of Southgate, one half percent (1/2%) will be added to a coach's pay for every year that the person coaches in that sport to a maximum of five (5) years.

**Longevity in the Beacon Day Treatment Program:**

5 years	500
10 years	1000
15 years	1500
20 years	2,000

As the parties were committed to bargaining in good faith the parties agree to a one time-off schedule signing stipend according to the chart below based on each member's pay step and pay option per Article 21 (D). Payable as soon as possible after ratification.

<b>SIGNING STIPEND for Pay Option Article 21.D B &amp; C (26 or 21+1 pays)</b>				
<b>NEW STEP</b>	<b>ONE-ON-ONE</b>	<b>PROGRAM ASSISTANT</b>	<b>BEHAVIOR SPECIALIST I/PROG CONS</b>	<b>BEHAVIOR SPECIALIST II</b>
1	-	-	-	-
2	71.54	215.77	107.88	89.23
3	153.46	297.69	109.62	90.77
4	92.31	236.54	136.54	113.08
5	-	-	-	-
<b>SIGNING STIPEND for Pay Option Article 21.D A (21 pays)</b>				
<b>NEW STEP</b>	<b>ONE-ON-ONE</b>	<b>PROGRAM ASSISTANT</b>	<b>BEHAVIOR SPECIALIST I/PROG CONS</b>	<b>BEHAVIOR SPECIALIST II</b>
1	-	-	-	-
2	88.57	267.14	133.57	110.48
3	190	368.57	135.71	112.38
4	114.29	292.86	169.05	140
5	-	-	-	-

**APPENDIX B.**

**Pay Calendar**

2017-2018 PAYROLL	2018-2019 PAYROLL	2019-2020 PAYROLL	2020-2021 PAYROLL	2021-2022 PAYROLL	2022-2023 PAYROLL	2023-2024 PAYROLL	2024-2025 PAYROLL	2025-2026 PAYROLL	2026-2027 PAYROLL	2027-2028 PAYROLL	2028-2029 PAYROLL	2029-2030 PAYROLL	2030-2031 PAYROLL
7/14/2017	7/13/2018	7/12/2019	7/10/2020	7/9/2021	7/8/2022	7/7/2023	7/5/2024	7/4/2025	7/3/2026	7/2/2027	7/14/2028	7/13/2029	7/12/2030
7/28/2017	7/27/2018	7/26/2019	7/24/2020	7/23/2021	7/22/2022	7/21/2023	7/19/2024	7/18/2025	7/17/2026	7/16/2027	7/28/2028	7/27/2029	7/26/2030
8/11/2017	8/10/2018	8/9/2019	8/7/2020	8/6/2021	8/5/2022	8/4/2023	8/2/2024	8/1/2025	7/31/2026	7/30/2027	8/11/2028	8/10/2029	8/9/2030
8/25/2017	8/24/2018	8/23/2019	8/21/2020	8/20/2021	8/19/2022	8/18/2023	8/16/2024	8/15/2025	8/14/2026	8/13/2027	8/25/2028	8/24/2029	8/23/2030
9/8/2017	9/7/2018	9/6/2019	9/4/2020	9/3/2021	9/2/2022	9/1/2023	8/30/2024	8/29/2025	8/28/2026	8/27/2027	9/8/2028	9/7/2029	9/6/2030
9/22/2017	9/21/2018	9/20/2019	9/18/2020	9/17/2021	9/16/2022	9/15/2023	9/13/2024	9/12/2025	9/11/2026	9/10/2027	9/22/2028	9/21/2029	9/20/2030
10/6/2017	10/5/2018	10/4/2019	10/2/2020	10/1/2021	9/30/2022	9/29/2023	9/27/2024	9/26/2025	9/25/2026	9/24/2027	10/6/2028	10/5/2029	10/4/2030
10/20/2017	10/19/2018	10/18/2019	10/16/2020	10/15/2021	10/14/2022	10/13/2023	10/11/2024	10/10/2025	10/9/2026	10/8/2027	10/20/2028	10/19/2029	10/18/2030
11/3/2017	11/2/2018	11/1/2019	10/30/2020	10/29/2021	10/28/2022	10/27/2023	10/25/2024	10/24/2025	10/23/2026	10/22/2027	11/3/2028	11/2/2029	11/1/2030
11/17/2017	11/16/2018	11/15/2019	11/13/2020	11/12/2021	11/11/2022	11/10/2023	11/8/2024	11/7/2025	11/6/2026	11/5/2027	11/17/2028	11/16/2029	11/15/2030
12/1/2017	11/30/2018	11/29/2019	11/27/2020	11/26/2021	11/25/2022	11/24/2023	11/22/2024	11/21/2025	11/20/2026	11/19/2027	12/1/2028	11/30/2029	11/29/2030
12/15/2017	12/14/2018	12/13/2019	12/11/2020	12/10/2021	12/9/2022	12/8/2023	12/6/2024	12/5/2025	12/4/2026	12/3/2027	12/15/2028	12/14/2029	12/13/2030
12/29/2017	12/28/2018	12/27/2019	12/25/2020	12/24/2021	12/23/2022	12/22/2023	12/20/2024	12/19/2025	12/18/2026	12/17/2027	12/29/2028	12/28/2029	12/27/2030
1/12/2018	1/11/2019	1/10/2020	1/8/2021	1/7/2022	1/6/2023	1/5/2024	1/3/2025	1/2/2026	1/1/2027	12/31/2027	1/12/2028	1/11/2029	1/10/2030
1/26/2018	1/25/2019	1/24/2020	1/22/2021	1/21/2022	1/20/2023	1/19/2024	1/17/2025	1/16/2026	1/15/2027	1/14/2028	1/26/2029	1/25/2030	1/24/2031
2/9/2018	2/8/2019	2/7/2020	2/5/2021	2/4/2022	2/3/2023	2/2/2024	1/31/2025	1/30/2026	1/29/2027	1/28/2028	2/9/2029	2/8/2030	2/7/2031
2/23/2018	2/22/2019	2/21/2020	2/19/2021	2/18/2022	2/17/2023	2/16/2024	2/14/2025	2/13/2026	2/12/2027	2/11/2028	2/23/2029	2/22/2030	2/21/2031
3/9/2018	3/8/2019	3/6/2020	3/5/2021	3/4/2022	3/3/2023	3/1/2024	2/28/2025	2/27/2026	2/26/2027	2/25/2028	3/9/2029	3/8/2030	3/7/2031
3/23/2018	3/22/2019	3/20/2020	3/19/2021	3/18/2022	3/17/2023	3/15/2024	3/14/2025	3/13/2026	3/12/2027	3/10/2028	3/23/2029	3/22/2030	3/21/2031
4/6/2018	4/5/2019	4/3/2020	4/2/2021	4/1/2022	3/31/2023	3/29/2024	3/28/2025	3/27/2026	3/26/2027	3/24/2028	4/6/2029	4/5/2030	4/4/2031
4/20/2018	4/19/2019	4/17/2020	4/16/2021	4/15/2022	4/14/2023	4/12/2024	4/11/2025	4/10/2026	4/9/2027	4/7/2028	4/20/2029	4/19/2030	4/18/2031
5/4/2018	5/3/2019	5/1/2020	4/30/2021	4/29/2022	4/28/2023	4/26/2024	4/25/2025	4/24/2026	4/23/2027	4/21/2028	5/4/2029	5/3/2030	5/2/2031
5/18/2018	5/17/2019	5/15/2020	5/14/2021	5/13/2022	5/12/2023	5/10/2024	5/9/2025	5/8/2026	5/7/2027	5/5/2028	5/18/2029	5/17/2030	5/16/2031
6/1/2018	5/31/2019	5/29/2020	5/28/2021	5/27/2022	5/26/2023	5/24/2024	5/23/2025	5/22/2026	5/21/2027	5/19/2028	6/1/2029	5/31/2030	5/30/2031
6/15/2018	6/14/2019	6/12/2020	6/11/2021	6/10/2022	6/9/2023	6/7/2024	6/6/2025	6/5/2026	6/4/2027	6/2/2028	6/15/2029	6/14/2030	6/13/2031
6/29/2018	6/28/2019	6/26/2020	6/25/2021	6/24/2022	6/23/2023	6/21/2024	6/20/2025	6/19/2026	6/18/2027	6/16/2028	6/29/2029	6/28/2030	6/27/2031
7/13/2018	7/12/2019	7/10/2020	7/9/2021	7/8/2022	7/7/2023	7/5/2024	7/4/2025	7/3/2026	7/2/2027	6/30/2028	7/13/2029	7/12/2030	7/11/2031
7/27/2018	7/26/2019	7/24/2020	7/23/2021	7/22/2022	7/21/2023	7/19/2024	7/18/2025	7/17/2026	7/16/2027	7/14/2028	7/27/2029	7/26/2030	7/25/2031
8/10/2018	8/9/2019	8/7/2020	8/6/2021	8/5/2022	8/4/2023	8/2/2024	8/1/2025	7/31/2026	7/30/2027	7/28/2028	8/10/2029	8/9/2030	8/8/2031
8/24/2018	8/23/2019	8/21/2020	8/20/2021	8/19/2022	8/18/2023	8/16/2024	8/15/2025	8/14/2026	8/13/2027	8/11/2028	8/24/2029	8/23/2030	8/22/2031
9/7/2018	9/6/2019	9/4/2020	9/3/2021	9/2/2022	9/1/2023	8/30/2024	8/29/2025	8/28/2026	8/27/2027	8/25/2028	9/7/2029	9/6/2030	9/5/2031
9/21/2018	9/20/2019	9/18/2020	9/17/2021	9/16/2022	9/15/2023	9/13/2024	9/12/2025	9/11/2026	9/10/2027	9/8/2028	9/21/2029	9/20/2030	9/19/2031
10/5/2018	10/4/2019	10/2/2020	10/1/2021	9/30/2022	9/29/2023	9/27/2024	9/26/2025	9/25/2026	9/24/2027	9/22/2028	10/5/2029	10/4/2030	10/3/2031
10/19/2018	10/18/2019	10/16/2020	10/15/2021	10/14/2022	10/13/2023	10/11/2024	10/10/2025	10/9/2026	10/8/2027	10/6/2028	10/19/2029	10/18/2030	10/17/2031

27 pays

27 pay