

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE BOARD OF EDUCATION

of the

BEACON CITY SCHOOL DISTRICT

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO FOR THE BEACON CITY SCHOOL DISTRICT, NURSES
UNIT OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL 867**

July 1, 2015 - June 30, 2020

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ARTICLE I

RECOGNITION

The Board of Education of the Beacon City School District, hereinafter known as the Employer, hereby recognizes the Civil Service Employees' Association, Inc., as the sole and exclusive bargaining representative for licensed practical nurses and registered nurses with regard to rates of pay, wages hours of employment and other terms and conditions of employment.

Provided, however, that nothing shall prevent any employee from meeting with his/her immediate supervisor in connection with matters relating to his employment so long as any changes or modifications in the terms or conditions of employment of said employees are made only through negotiations with the Union.

ARTICLE II

UNION SECURITY

A. Check-off of Dues

The employer agrees to deduct from all employees who are Union members covered by this Agreement, the initiation fees, dues and assessments of the Union and agrees to remit all such deductions prior to the end of each month for which such deductions are made. Written authorization by the employee to be furnished in the form approved by the employer.

B. Union Release Time

The President of the Union or his/her designee(s) shall be given up to one (1) day per year time off with pay to:

1. Investigate and present grievances in accordance with provisions of this agreement.
2. Attend state and national workshops, conference, committees, and conventions.
3. Additional days shall require the mutual agreement of the parties.
4. The Union must provide the Employer with copies of all written mass communications being distributed on school property.
5. Time off must be pre-approved by the Superintendent or his/her designee.

ARTICLE III

GENERAL CONDITIONS OF EMPLOYMENT OF EMPLOYEES COVERING WAGES, HOURS, CONDITIONS, FRINGE BENEFITS

A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees, who are equally qualified, shall have preference of employment and promotional opportunities for non-competitive jobs when there is a vacancy and to choose their shifts and to work at the job for which the pay is highest. For the purposes of this provision, employees shall be placed on the seniority list after thirty (30) days of employment following the first date of hire. Seniority shall accrue and be determined in accordance with length of employment with the bargaining unit covered by this Agreement.

For the purposes of layoff and recall, seniority as described in paragraph "C" herein below, shall apply.

B. Loss of Seniority - Seniority shall be broken only by:

1. Lawful discharge.
2. Voluntary quit.

C. Layoff and Recall

When it becomes necessary to reduce the work force, lay-offs will occur within two (2) major categories:

1. Registered nurses; and
2. Licensed practical nurses

Within the categories, there shall be "downstream" bumping rights with respect to those employees in higher skilled positions who are capable of performing the work in the lower skilled position(s) and who possess more category seniority than employees in the lower skilled position(s). Layoffs shall be based upon the employee's time in the specific job title. The descending order of skilled positions are as follows:

1. Registered Nurses
2. Licensed Practical Nurses

Notwithstanding the above, no non-competitive class employee will be allowed to bump an employee in a competitive class position, unless otherwise qualified by the Civil Service Law. Upon being laid-off an employee shall be placed on a recall list on a straight seniority basis for a period of four (4) years.

It is understood that the District will not replace individuals currently serving as registered nurses as of July 1, 2009, with licensed practical nurse positions.

D. Outside Work Experience Upon Hire:

At the time of hire, the Employer may recognize the outside work experience of new hires regarding the performance of the work functions of the job into which the employee will be hired when determining initial compensation. No new hiree shall be paid a salary in excess of a current unit member in the same job classification who has equivalent or greater experience than the new hiree.

E. Sign-In/Sign-Out

The Employer shall have the right to use mechanical or electronic time clock recording devices.

F. Nurse Work Year

Nurses shall work a work year from September 1 through June 30, not to exceed 190 days.

G. Non-Discrimination

The Board of Education, its officers and employees shall not discriminate against any employee on the basis of race, color, national origin, creed, religion, marital status, sex, age or disability.

H. Maintenance of Standards

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the employer or the Union in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of the error.

ARTICLE IV

DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of recognition by the employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in strike.

ARTICLE V

GRIEVANCE PROCEDURE

Section I - Declaration of Basic Principle

- A. The function of the procedure is to assure proper and equitable treatment under the existing laws rules, regulations and policies which relate to and affect the employee in the performance of his assignment. It is not designed to be used for changing such rules or establishing new ones.
- B. Every employee shall have the right to present his grievance in accordance with the procedures provided below, free from interferences, coercion, restraint, or reprisal, and shall have the right to be accompanied by a Union representative at all stages of the grievance procedure. It shall be the employee's responsibility to arrange for union representation.
- C. There shall be no discrimination against any employee because he has presented a grievance under this procedure. Nor shall there be any discrimination against any employee because he has given testimony or information in any hearing or conference relating to any matter presented or arising under this procedure.

Section II - Definitions

- A. "Employee" - shall mean any registered nurse or licensed practical nurse represented by the C.S.E.A.
- B. "Grievance" - shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.
- C. "Unit" - The unit of this School District shall consist of the groups of employees assigned to individual buildings.

- D. "Unit Head" - For the purpose of "Grievance Procedures", the Unit Head shall be defined as in accordance with the chain of command per the Board of Education Organizational Chart.
- E. "Day" - Shall be working days.

Section III - The Procedure

Introduction - It shall be understood that matters discussed with the Unit Head in a normal operation of the department, or in casual conversation, are not to be considered as the initiation of the grievance procedure.

An employee who claims to have a grievance shall present his/her grievance in writing to his/her unit head on grievance form 123A, a copy of which is attached to this Agreement. Notwithstanding the provisions of the First Stage below, unless such grievance is initiated in writing within thirty (30) days after the occurrence of the act or when the employee should have known of the occurrence of the act which is the basis of the grievance, it shall be deemed waived and shall not be entertained by the unit head.

First Stage

- A. An employee who claims to have a grievance shall present his grievance orally to his Unit Head, as defined above, and state that he is initiating the formal grievance procedure.
- B. The Unit Head shall discuss the grievance with the employee and render an immediate decision or make such investigation as he deems appropriate and consult with his superiors to such extent as he deems appropriate, all on an informal basis and render a deferred decision.
- C. A deferred decision shall be rendered within five (5) working days.

Second Stage

- A. If the employee presenting a grievance is not satisfied with the decision made by his Unit Head, he may, within five (5) working days thereafter, request a review and determination of the grievance by the Superintendent of Schools. Such request shall be served upon both the Superintendent and the Unit Head to whom the grievance was originally presented.
- B. The Superintendent may, and at the request of the employee shall hold an informal hearing within five (5) days after receiving the written request and statement from the employee. The employee shall appear at the hearing and present oral or written statements or arguments.

- C. The Superintendent shall consider the oral and written statements submitted by employee and Unit Head and make such investigations as he deems appropriate including informal discussion of the grievance with the employee.
- D. Within five (5) days after the close of the hearing, or within five (5) days after the grievance has been submitted to him if there be no hearing, the Superintendent shall make his decision in writing and communicate the same to the employee presenting the grievance.

Third Stage

- A. An employee may appeal from the decision of the Superintendent within five (5) days after notice of such decision. The appeal shall be taken by submitting to the Board of Education a written statement signed by the employee taking the appeal, containing:
 - 1. The name residence address, and unit of employment of the employee presenting the grievance.
 - 2. The name, residence address, and unit of employment of each other employee or official involved in the grievance.
 - 3. A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decisions on the grievance up to the time of the appeal.
 - 4. A request for a review of the decision of the Superintendent.
- B. The Board of Education may request the Superintendent to submit a written statement of facts, including a summary of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Superintendent in making his decision. Such written statement shall be submitted within ten (10) days after request by the Board of Education.
- C. The Board of Education shall hold a private hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days' notice in writing of the time and place of such hearing to the employee, and the Superintendent, both of whom shall be entitled to be present at the hearing.
- D. The hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than a quorum presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board, shall thereupon render its decision.
- E. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Superintendent at the hearing held by him may be

introduced at the hearing by the employee, by the Superintendent or upon the request of the Board of Education.

- F. The hearing may be adjourned from time to time by the Board of Education, if, in its judgment, such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the Superintendent shall not be counted in determining the total days of adjournments as herein limited.
- G. The Board of Education shall not be bound by formal rules of evidence.
- H. A written summary shall be kept of each hearing held by the Board of Education.
- I. The Board of Education shall render its decision in writing five (5) days after the close of the hearing. It shall immediately file its decision and the written summary of the proceedings with the District Clerk and shall at the time send a copy of the decision to the employee and the Superintendent. The decision shall include a statement of the Board's findings of fact, conclusions and advisory recommendations.
- J. The report of the Board of education shall be final.
- K. Waiver or extension of time; time for discussion and hearings:
 - 1. The time limitations for presentation and resolution of grievances as stated in the procedure may be waived or extended by mutual agreement of the parties involved.
 - 2. All discussions and hearings between an employee, Superintendent and Board of Education, shall be conducted at a time set by the Superintendent.

ARTICLE VI

SEPARATION FROM EMPLOYMENT

Upon separation from employment, the employer shall pay all money due the employee on the next regular payday following such separation from employment.

Upon separation from employment, the employee shall return to his immediate supervisor all school property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof.

ARTICLE VII

PAY PERIOD

All employees covered hereunder shall be paid in full every other Friday. When the regular pay date falls on a holiday the employer shall pay the employee on the last banking day immediately preceding the holiday. Ten month unit members shall have the option of being paid in 21 or 25 pay periods.

The employer shall make arrangements with a local bank to cash checks on any pay day.

Each employee shall be provided with a statement of gross earnings and statement of deductions made for any purpose.

ARTICLE VIII

HOLIDAYS

Full-time unit members shall have all school holidays as noted in the school calendar between the first day of instruction in September and the last official day of instruction in June.

ARTICLE IX

SICK LEAVE

A. Employees covered hereunder shall be entitled to the following sick leave provisions:

First Year of Service	12 days
Second Year of Service	13 days
Third Year of Service, and thereafter	14 days

Sick Leave may be accumulated to a cumulative maximum of 180 days. On July 1 of each year, if an employee has unused sick leave, it will be added to that which has already been accumulated.

Cases of emergency all employees covered hereunder shall be entitled to absence chargeable to sick leave when such absence is incurred on account of the illness of a member of the employee's immediate family residing in the household of the employee at the time of the illness. All such absences for family illness must be for good cause shown and taken only after obtaining approval of the Superintendent of the Beacon City School district, which approval will not be unreasonably withheld.

A doctor's certificate of physical fitness shall be required after an absence of three (3) consecutive working days or for absences which indicate a pattern of abuse (e.g., Fridays, Mondays, before or after vacation periods or recess periods).

For each day's absence over and above the sick leave herein provided for, the deletion from the employee's salary shall be 1/260 of annual salary.

Full-time employees who have reached the maximum accumulated sick leave of 180 days as of June 30th, at the end of the following fiscal year, individuals may receive a buy-back of sick days in accordance with the following formula:

Sick days taken within the year	Days bought back	Rate
0	8	
1	7	1/260 of
2	6	Annual
3	5	Salary
4	4	
5	3	
6	2	
7 or more	0	

ARTICLE X

BEREAVEMENT LEAVE

All full-time employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for a death in the family, i.e., parents, grandparents, children, brother, sister, spouse and members of the spouse's immediate family.

ARTICLE XI

PERSONAL LEAVE

All full-time employees covered hereunder shall be entitled to a maximum of four (4) personal days absence without loss of compensation or deduction from accumulated vacation or sick leave credits, however, each such absence must be approved by the Administration in advance. Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least three (3) days notice of his/her request, setting forth the reasons for such request and the number of days of absence requested. An employee's request for time off for personal business, will be granted without loss of pay upon the approval of the administration where the reason for

absence is beyond the control of the individual and cannot readily be scheduled after school hours. At the end of each school year, employees shall be entitled to convert unused personal days to accumulated sick leave.

ARTICLE XII

JURY DUTY

Effective July 1, 2000, employees will have the right to receive their regular pay for up to two weeks per year while serving jury duty. Employees will be required to request an adjournment of jury duty that occurs while school is in session.

ARTICLE XIII

HEALTH INSURANCE

For full-time employees the amount of monthly premium paid by the District for any health insurance plan offered by the District shall be based upon the cost of the Empire Plan at the following contribution levels:

Effective July 1, 2008, the District will contribute 85%, toward the cost of individual premiums and 70% toward the cost of family premiums. All employees will be responsible to contribute the remaining portion toward the cost of health insurance premiums.

The District will deduct employee contributions to health insurance premiums from their total number of paychecks over the course of a year.

On or before June 1st of each school year, existing unit members shall inform the business administrator of their decision to opt out of the District's health plan effective July 1st. In return for opting out, the unit member shall receive a payment of \$1,000.00 on or before November 15th from the District. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be governed by the rules of the health insurance plan(s) and provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of the buy-out payments for each month remaining in the school year in question. Unit members may be covered under only one policy offered by the District.

ARTICLE XIV

WORK DAY, WORK WEEK, WORK YEAR

The length of the work day for all unit members shall be seven (7) hours, inclusive of a thirty (30) minute lunch. However, it is understood that unit members may be required to attend faculty meetings, that such faculty meetings may extend the seven (7) hour work day and that unit members will be available after the seven (7) hour work day to meet with parents, attend CSE meetings and perform such other activities as may be directed by the building principal.

The work week shall be Monday through Friday, inclusive, for all full-time employees covered hereunder.

Overtime for all authorized hours worked in excess of eight (8) hours a day or forty (40) hours per week will be paid at the rate of time and one-half the employee's regular hourly rate of pay. All overtime must be authorized in advance by the building principal. Any per diem calculations required under the terms of this contract shall be based upon a 188 day work year.

Unit members shall work the teachers' work year. Authorized work completed beyond the teachers' work year shall be paid at the unit member's hourly rate.

ARTICLE XV

WORKERS' COMPENSATION

Employees covered hereunder who are injured at school in the course of their employment and, thus, entitled to Workers' Compensation payment, shall be compensated in the following manner:

- A. Any payment received as Workers' Compensation benefits for an absence for which the employee is paid or payable will be returned to the District so long as the employee receives full salary. Sick leave days shall be reinstated on a pro-rated basis using the ratio between the per diem advance salary payment reimbursement provided by Workers' Compensation and the per diem salary of the employee.
- B. The employee shall be entitled to retain any Workers' Compensation for any period for which the employee is not paid by the District.
- C. All employees are required to report any job related injury or disability to their departmental supervisor as soon as is reasonably possible. All reports must be made no later than twenty-four (24) hours after the injury of disability, if reasonably possible.

- D. The employee shall contact the business office to complete the appropriate forms as soon as possible following the incident, but no later than forty-eight (48) hours, if reasonably possible.
- E. This section shall not apply to lump sum payments for injuries over and above salary reimbursement.

ARTICLE XVI

PROPERTY DAMAGE REIMBURSEMENT

The School District will reimburse unit members for the cost of replacing or repairing the following items damaged or destroyed on the job and not covered by Workers' compensation, provided that such loss or damage is made known to the immediate supervisor as soon as possible following the occurrence:

1. \$50.00 deductible/\$500.00 limit for eyeglasses, hearing aids or bodily appurtenances.
2. \$100.00 deductible/\$1,000.00 limit for dentures.

ARTICLE XVII

WAGES AND COMPENSATION

- A. Effective July 1, 2015, the salary schedules shall be increased by 1%.

Effective July 1, 2016, the salary schedules shall be increased by 1%.

Effective July 1, 2017, the Registered Nurse Salary Schedule shall be restructured as annexed hereto as Appendix A. This schedule reflects:

- Eliminating steps one and two;
- Equalizing the percentage of increment;
- Adding one-half hour of pay to each step to reflect the fact that a Registered Nurse will be on call during his/her half-hour lunch*; and
- A 1% across the board increase.

* Registered Nurses will be on-call during their lunch period and shall not be permitted to leave their assigned building without prior approval from an administrator. In the event the Registered Nurse is directed to respond to a medical need, he/she shall be expected to report immediately, and shall not be entitled to any additional compensation.

Effective July 1, 2017, the LPN Salary Schedule shall be increased by 1%.

Effective July 1, 2018, the salary schedules shall be increased by 1.5%.

Effective July 1, 2019, the salary schedules shall be increased by 1.5%.

B. The parties agree that the raise date shall be changed from the employee's anniversary date to July 1 of each year, except that employees who are newly hired within three months of July 1st shall not receive a raise until the next following July 1st.

C. LONGEVITY

1. Separate longevity increments of \$750.00 will be paid for five (5), ten (10), fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of service in the District in addition to the salary schedule listed for full-time employees. Effective July 1, 2019, the five year longevity shall be eliminated for all unit members. Effective July 1, 2019, each remaining longevity tier shall increase to \$1,000.

D. IN-SERVICE COURSES

The District will pay for in-service courses which are related, required and approved by the department supervisor. No salary credit will be paid for courses taken

ARTICLE XVIII

RETIREMENT

The District shall provide eligible employees with the New York State Employees Retirement plan, Section 75E.

RETIREMENT - CREDIT FOR ACCUMULATED SICK LEAVE

A full-time employee covered by this contract and retiring with 20 years or more of regular continuous full time service in the Beacon School District and eligible to retire under the New York State Employees Retirement System shall be granted one (1) days pay, based on 1/260 of the base salary earned by the retiree in the final year of work, for every four (4) days of unused sick leave accumulated beyond the first one hundred (100) days at the time of retirement and not to exceed 180 days.

In order to avail themselves of this benefit, the employee must give written notice to the Board of Education and the Superintendent of intent to retire at least three (3) months prior to the date of retirement.

ARTICLE XIX

SECTION 204-A, TAYLOR LAW

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XX

EMPLOYEE DISCIPLINE

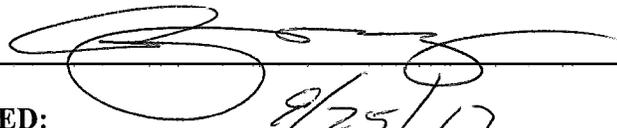
1. Those employees in the bargaining unit who are not entitled to the protection of Section 75 of the Civil Service Law, and who are serving in capacities other than as probationary, provisional or temporary employees, shall not be subject to discipline in excess of one week's loss of pay in any one school year, unless a hearing is held before the Board of Education or its designated hearing officer and there is a finding of guilt by the Board upon the charge(s) based upon the preponderance of credible evidence presented at such hearing. Those employees in the bargaining unit hired on or after April 1, 2005 who are not competitive class employees and who are serving in capacities other than as probationary, provisional or temporary employees must serve a minimum of two (2) years before they can avail themselves of the rights set forth in this provision to the extent that such employees will not be entitled to the protection of the procedures set forth under Section 75 of the Civil Service Law or any other formal due process hearing procedures. The procedural due process rights afforded to employees under Section 75 of the Civil Service Law shall apply by reference hereto. (i.e., 8 days notice, right to representation, right to transcript.)
2. During the pendency of such hearing, the employee may be suspended without pay, for a maximum of thirty (30) calendar days, but shall be subject to reinstatement with back pay, offset by outside earnings and unemployment insurance, if any, in the event that there is no determination of guilt or if the penalty is deemed excessive by the Board. The Board's decision shall be final and binding with respect to the determination on guilt or innocence and the discipline.

ARTICLE XXI

DURATION

This Agreement shall be effective July 1, 2015 and shall continue in effect until June 30, 2020.

BEACON BOARD OF EDUCATION

BY:  _____

DATED: 9/25/17

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
BEACON CITY SCHOOL DISTRICT UNIT**

BY: Carmela M. Walden-Lail

DATED: September 25, 2017

APPENDIX A

SALARY SCHEDULE

REGISTERED NURSE SALARY SCHEDULE

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Step 1	\$33,101	\$33,432	--	--	--
Step 2	\$34,726	\$35,073	--	--	--
Step 3	\$36,349	\$36,712	\$37,303	\$37,863	\$38,431
Step 4	\$37,973	\$38,353	\$39,168	\$39,756	\$40,352
Step 5	\$39,597	\$39,993	\$41,127	\$41,744	\$42,370
Step 6	\$41,220	\$41,632	\$43,183	\$43,831	\$44,488
Step 7	\$42,844	\$43,273	\$45,342	\$46,022	\$46,713
Step 8	\$44,468	\$44,912	\$47,609	\$48,323	\$49,048
Step 9	\$46,044	\$46,505	\$49,990	\$50,740	\$51,501
Step 10	\$47,560	\$48,035	\$52,489	\$53,277	\$54,076

LPN SALARY SCHEDULE

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Step 1	\$31,201	\$31,513	\$31,829	\$32,306	\$32,791
Step 2	\$32,732	\$33,059	\$33,390	\$33,890	\$34,399
Step 3	\$34,262	\$34,605	\$34,951	\$35,475	\$36,007
Step 4	\$35,793	\$36,151	\$36,513	\$37,061	\$37,617
Step 5	\$37,324	\$37,697	\$38,074	\$38,645	\$39,225
Step 6	\$38,854	\$39,243	\$39,635	\$40,230	\$40,833
Step 7	\$40,384	\$40,788	\$41,196	\$41,814	\$42,441
Step 8	\$41,915	\$42,334	\$42,757	\$43,399	\$44,050

APPENDIX B

**BEACON CITY SCHOOL DISTRICT
GRIEVANCE FORM**

FORM 123A

(Write reply, return white copy to sender,
and retain yellow copy for your files)

GRIEVANCE: _____

DATE FILED _____

GRIEVANCE FORM

Provision of Agreement:

Time, Date, and Place of Grievance:

Person or Persons Involved:

Concise Statement of Facts:

Relief or Settlement Desired:

Signed: _____
Grievant

Signed: _____
For the Association