AGREEMENT
BETWEEN
BENTLEY COMMUNITY SCHOOLS
AND
AFSCME MICHIGAN 925



(Food Server, Para-Professionals, Secretary)

July 1, 2025-June 30, 2027

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AGREEMENT

between

BENTLEY COMMUNITY SCHOOLS

and

AFSCME Michigan 925

PREAMBLE

This agreement is made this 31st day of May, 2022, between the Board of Education of the Bentley Community Schools of Genesee County, Michigan, hereinafter referred to as the "Board" and the Bentley School Employees, Chapter Q of Local Union No. 1918, affiliated with Council #25 and chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, now named AFSCME Michigan 925, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Board must, within the existing framework of the statutes of the State of Michigan, maintain the schools within the Bentley Community School District as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

The parties ascribe to the principle of equal opportunities and share equally the responsibility for applying the provisions of this Agreement equally and without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

ARTICLE I: RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement. The employees of the Board that are a part of this bargaining unit are as follows:

   1. Food Servers

      a. Cook

      b. Head Cook;

   2. Paraprofessionals

      a. Classroom

      b. Instructional paraprofessionals (have an Associate's degree or higher)

      c. Library and technology paraprofessional; and

      d. Secretary.

B. If at any future date a new position is created, the parties will meet to negotiate the position's eligibility in the bargaining unit and the placement of the position in the proper classification.

C. If at any time in the future a new position is created in the bargaining unit, the parties will meet to negotiate wages, hours and conditions of employment.

D. The Board will not promote nor finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union for the duration of this Agreement.

E. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above. The terms "Board" or "Employer" when used herein shall refer to the Board of Education or its designated representative.

ARTICLE 2: BOARD RIGHTS

A. The Union recognizes that the Board has the responsibility and authority to manage and direct, in the behalf of the public, all the operations and activities of the School District to the full extent authorized by the law.

B. The Union further recognizes that all such lawful operations and activities as exercised by the Board shall be in conformity with this Agreement.

ARTICLE 3: DEFINITIONS

A. Regular full-time employees are:

Employees that work six (6) hours or more per day or average thirty (30) or more hours per week.

B. Part-time employees are:

Employees that work less than six (6) hours per day or average less than thirty (30) hours per week.

C. Temporary employees are:

Employees who are hired for and work less than thirty (30) working days. The Board will not hire consecutive temporary employees, thereby eroding the bargaining unit.

D. Substitute employees are:

Employees who are hired for and work on a day-to-day basis to replace regular employees for short periods of time. Substitute employees may fill in as regular employees until the regular employee's leave status is terminated.

ARTICLE 4: REPRESENTATION

A. The Union shall be represented by a committee of one (1) steward, one (1) alternate steward if available and the Chapter Chairperson.

B. The Union will furnish the Board with the names of its officers, stewards and alternates, and such changes as may occur from time to time in such personnel.

C. In the handling of a grievance, if it becomes necessary for the Steward to leave their work, they shall first notify their Supervisor or Principal. The Steward leaving their work during working hours shall not result in a loss of pay or time, subject to the understanding that such shall be devoted to the proper handling of the grievance; this to be done expeditiously and with as little interruption of work as possible.

D. If the Steward is required to frequent a building other than the one to which they are normally assigned in order to handle a grievance, the Principal at both buildings (or all buildings involved) must be notified. Stewards are expected to check in and out of their respective buildings.

E. Except as set forth above, no Steward or other employees shall be granted time off for the purpose of handling Union matters, affairs or grievances unless specific permission, in writing, has been obtained from the Principal or Supervisor.

ARTICLE 5: GRIEVANCE PROCEDURE

A. Grievance

1. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

2. Grievances may be processed during working hours, provided immediate necessary functions are maintained.

B. Within ten (10) working days of the time a grievance is thought to occur, the affected employee(s) shall submit a "Report of Grievance" to their immediate supervisor. The food server reports to the Food Service Director; the paraprofessionals and secretary report to their building principal. The "Report of Grievance" shall contain the following information:

   1. The name of the grieving employee or employees.

   2. The nature of the grievance, including specific contract thought to have been violated and the persons violating them, if possible.

   3. The specific relief that is requested.

   4. The signature of the employee or employees involved.

C. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall give the employee(s) a written response.

D. If the grievance is not resolved in at this point, it may be referred on to the Superintendent for his/her consideration. The affected employee(s) will have ten (10) working days after receiving the written response from the immediate supervisor to make this appeal.

E. Within ten (10) working days of the appeal, the Superintendent shall uphold or deny the grievance, and report their decision to the affected employee(s) in writing.

F. If the grievant(s) is not satisfied with the decision of the Superintendent, they may file a written appeal with the Board of Education within ten (10) working days. The Board shall hold a hearing on the matter at its next regular meeting following receipt of the written appeal.

G. Within ten (10) working days of the appeal hearing, the Board shall render a written decision to the affected employee(s).

H. If the grieving party or parties is/are not satisfied with the disposition of the grievance by the Board, they will have ten (10) working days to file for arbitration. The arbitration shall then proceed under the rules of the American Arbitration Association:

   1. The decision of the arbitrator shall be binding on both parties.

   2. The arbitrator must rule on the alleged violation of the contract *only*, and may not add to, subtract from, disregard, alter, or modify any terms of this Agreement.

   3. The fees and expenses of the arbitrator shall be borne equally by the Board and Union. All other expenses shall be borne by the party incurring them. Neither the Board nor the Union shall be responsible for the expense of witnesses called by the other.

I. A grievance which is not responded to by the Board or its agents within the time limits specified shall automatically be accepted as upheld. A grievance which is not referred to the next step in the grievance process by the employee(s) within the time limits specified shall automatically be accepted as denied.

J. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both the Board and the Union.

K. Any grievance filed prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution is achieved.

L. If deemed necessary and agreed to in writing by both parties, a grievance may be sent directly to arbitration.

M. An individual grievance may be withdrawn at any step without prejudice. However, that individual's grievance may not be filed a second time.

N. The filing of a grievance shall, in no way, interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final outcome of the grievance process.

ARTICLE 6: SPECIAL CONFERENCE CLAUSE

A. Special conferences on important and urgent matters relating to the interpretation and application of this Agreement will be arranged at mutually agreed times, between the Union and the Board (or its representatives), upon the request of either party.

B. At least two (2) representatives of the Union and two (2) representatives of the Board will attend these meetings.

C. Arrangements for such meeting shall be made in advance and an agenda of matters to be discussed shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda.

D. Special conferences as spoken to in this article shall not be intended as meetings for the purpose of negotiating changes in this Agreement or for resolving grievances that have been filed.

ARTICLE 7: DISCHARGE AND DISCIPLINE

A. Discharge

1. The Board shall not discharge or discipline any non-probationary employee without cause. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action assessed in instances of minor offenses or infractions shall be progressive in nature, i.e., oral counseling, written reprimands, suspension, and discharge.

2. The Board agrees to notify the Union, in writing, in the case of suspension or discharge.

B. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with their steward and the Board will make available an area where they may do so before they are required to leave the property of the Board. Upon request, the Board or their designated representatives will discuss the discharge or discipline with the employee and the steward.

C. Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented, in writing, to the Superintendent or designee within three (3) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent or designee shall give an answer to the Union within five (5) regularly scheduled work days after receiving the complaint. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at the Board level. If a grievance is not filed within five (5) regular work days by the employee or the Union, it shall be assumed that the answer given by the Superintendent was accepted and the right to use the grievance procedure is waived.

D. In imposing discipline on a current charge, the employer will not take into account any prior verbal reprimands which occurred more than one (1) year previously; written reprimands or a suspension which occurred more than three (3) years prior unless a pattern has been identified

ARTICLE 8: SENIORITY

A. New employees hired, other than substitutes and temporary help, shall be considered as probationary employees for sixty (60) calendar days, excluding holiday and summer shutdowns where applicable. There shall be no seniority among probationary employees. When a probationary employee finishes the probationary period, they shall be entered on the seniority list and shall rank for seniority purposes sixty (60) calendar days prior to the day they completed the probationary period. The sixty (60) day probationary period shall be extended for any absences totaling more than five (5) days during that period by the amount of said absences. Probationary employees may be discharged with or without cause or hearing provided that discharge is not due to union activity.

B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed, except for Union activity or affiliation

C. The seniority lists in place on the date of this Agreement shall show the names of all employees in the unit entitled to seniority as of the most recent date of hire.

D. Seniority lists will be maintained by the Board and made available to the Union upon request.

E. Seniority shall be applicable for layoff and recall on a school district-wide basis within the job classification.

F. Seniority, in and of itself, shall not be affected by the race, sex, age, creed, national origin, political, or Union affiliation, or marital status of the employee. No employee shall be entitled to promotion to a job or recall for which they are not qualified.

G. An employee shall lose seniority and terminate employment with the Board for any of the following reasons:

1. Employee quits or retires.

2. Employee is discharged and the discharge is not reversed.

3. Employee is absent for more than two (2) consecutive working days without notification (may be waived by Superintendent).

4. If the employee fails to return to work when recalled from layoff, as set forth in the recall procedure in this Agreement.

5. If the employee overstays, by more than two (2) days, a leave of absence provided for in this Agreement, unless an extension is granted by the Superintendent.

6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.

7. If a settlement with an employee has been made for total disability.

8. If the employee falsifies information on their application for employment (said falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

9. The employee is convicted of any felony or circuit court misdemeanor.

10. The employee is convicted of any misdemeanor involving moral turpitude, theft, embezzlement, intentional destruction or damage to property of the employer.

11. The employee is found to be working under the influence of intoxicants or drugs.

12. The employee is found to be in unauthorized possession of school system property.

13. The employee is excessively absent.

ARTICLE 9: VACANCIES AND TRANSFERS

A. Transfers

1. Transfers for justifiable and legitimate reasons may be made by the Board or upon request of the employee, provided that such transfer does not result in a demotion or a reduction of pay rate.

2. A transfer is a lateral change within a job classification where there is no change in pay rate.

B. Posting

1. Openings

a. All job openings within the bargaining unit shall be posted for ten (10) working days in the office of each building setting forth requirements for the position, on applicable bulletin boards. A copy of the posting will be forwarded to the Union at the time of the posting. Interested employees shall apply, in writing, within the posting period. Openings shall be filled on a seniority basis, within the job classification, provided the applicant meets the qualifications of the position.

b. If there are no applicants within the job classification, then the most senior qualified employee shall be awarded the position and shall be given a four (4) week trial period as outlined in B.2 below.

2. Trial Period

a. During the four (4) week trial period, the employee shall have the opportunity to revert back to their former position.

b. In the event an employee is unsatisfactory in the new position, they shall be returned to their previous position, and reasons shall be submitted by the employer to the employee in writing. The matter may then become a proper subject for the grievance procedure.

3. During the trial period, employees shall be paid the rate of the job they are performing.

4. Employees required to work in a higher classification shall be paid the rate of the higher classification.

5. When there is a job opening in the bargaining unit, prior to the Board exercising their right to privatize said opening, as outlined in Public Act 112, the opening will be posted as outlined in the above Paragraph 1.

C. Resignation

Employees shall notify the Superintendent, in writing, of their intent to resign as soon as possible, but preferably no later than two (2) weeks before the effective date of the resignation. Openings shall be posted in advance, when practical, and if not, within five (5) working days after an opening that is to be filled occurs.

D. Elimination of Position

The Board will notify the Chapter Chairperson within five (5) working days when a bargaining unit position becomes vacant and the Board does not plan to fill the position with another person.

E. Placement Decisions

When individual student circumstances dictate the need for administrative discretion in the paraprofessional placement which would differ from seniority rules, a meeting of Union Representation (including counsel 25 staff rep) and Administration will precede the placement

ARTICLE 10: LAYOFF AND RECALL

A. Nothing in this Agreement shall prevent the Board from reducing its work force when conditions of workload, school attendance, and physical condition of premises or economics of the School District dictate. The School District alone shall have the right to determine when and if any of its employees are to be the subject of any layoff and shall be the sole judge of how long such conditions shall continue. In the handling of any reduction in work force, the following conditions shall prevail:

1. As used in this Article, the term "layoff" shall mean a reduction in working force of the School District due to any of the causes mentioned above or any other comparable cause which would dictate, in the course of sound business management, a reduction in the work force.

2. When the reduction of staff is necessary, layoffs shall be as follows :

    a. Third party employees

    b. Substitute employees.

    c. Temporary employees.

    d. All probationary employees.

    e. All part-time employees.

    f. Full-time employees in accordance with seniority within their classification.

3. The employees may then exercise their seniority rights and bump less senior employees in equal or lower rated positions, providing they are qualified and able to perform the work. In no event will employees in lower rated positions be able to bump into higher rated positions.

4. In the event the School District anticipates the layoff of any one or more employees, the Union and each employee to be laid off for such an extended period shall receive at least ten (10) working days' notice in advance of such layoff.

B. When the work force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the employee, at their last known address, by registered or certified mail and by email. Within five (5) working days after receipt of the recall notice, the employee shall notify the Board of their intention to return to work or they shall be considered to have voluntarily quit their employment. Exceptions may be granted for cause at the discretion of the Board.

C. Employees on layoff status shall be eligible to recall equal to his/her seniority or up to a maximum of two (2) years, whichever may apply.

D. Need for Substitute

1. When there is a need for a substitute, laid-off employees will be called first on a seniority basis.

2. A substitute, laid-off employee may fill in for a regular employee until the employee returns to work or until the leave status is terminated. Substitute laid-off employees shall be paid at the experience level rate they had attained at the time of layoff. The Board will not hire consecutive substitute employees unless there are no laid-off employees available in the bargaining unit.

ARTICLE 11: UNION DUES

A. Coercion

1. The Union, its agents, officers and representatives, shall not intimidate or coerce employees to join the Union. If a dispute arises as to whether an employee was a member of the Union on a vital date, or whether an employee was intimidated or coerced into joining the Union, the dispute may be submitted to the grievance procedure.

2. The parties to this Agreement hereby affirm their adherence to the democratic principle of free, un-coerced choice and agree that they shall not discriminate against any employee covered by this Agreement because of membership or non-membership in the Union.

B. The Union agrees to indemnify and save the Board, each individual School Board member, and all administrators harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

C. If at any time during the duration of this Contract, the Union authorizes, causes or engages in, or sanctions any strike or work stoppage of any kind, or pickets or if there is a refusal to perform the duties of employment by employee or employees, then this Article shall become null and void for the duration of the work stoppage.

D. Union Dues Deduction

1. Voluntary Dues Deduction: The Employer agrees to deduct regular union membership dues from the wages of employees who are members of the Union and who voluntarily authorize such deductions in writing.

2. Authorization: Each employee desiring to have Union dues deducted from their wages must submit a written authorization form, provided by the Union, to the District's payroll department. This authorization shall remain in effect unless revoked by the employee in writing, with a copy provided to both the District and the Union.

3. Deduction Schedule: Dues deductions shall be made bi-weekly for 21 pays from the employee's wages, commencing with the first full pay period following receipt of the written authorization.

4. Remittance: The District shall remit the total amount of dues deducted to the Union's designated financial officer within ten (10) business days of the deduction. The remittance shall be accompanied by a list of employees for whom deductions were made and the amount deducted from each.

5. Hold Harmless: The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the District for the purpose of complying with the provisions of this Article, or in reliance upon any authorization furnished under the provisions of this Article.

6. Insufficient Earnings: In the event an employee's earnings for a pay period are insufficient to cover the full amount of the authorized dues deduction, no deduction shall be made for that period. The District shall not be obligated to make up such missed deductions in subsequent pay periods.

7. Changes in Dues: The Union shall notify the District in writing at least thirty (30) calendar days in advance of any changes in the amount of regular Union membership dues.

ARTICLE 12: LEAVES OF ABSENCE

A. Leave of Absence

1. The Board may grant a leave of absence, without pay or longevity, where good cause is shown for a period not to exceed thirty (30) calendar days. The leave may be extended or renewed by the Superintendent for additional periods of thirty (30) calendar days for reasons which, in the opinion of the Superintendent, are satisfactory. No leave under this Section shall exceed six (6) calendar months from the date of the initial request.

2. All requests for leaves of absence must be in writing and signed by the employee. All responses to requests for leaves of absence must be answered, in writing, within five (5) working days of receipt of request.

3. An employee who works for another employer during this leave who gives false reason for leave or fails to comply with A.1 above shall be disciplined up to and including discharge.

B. Union Work

1. Members of the Union elected to union positions or appointed by the Union to perform work which takes them from their employment with the Board shall, at their request, receive a temporary leave of absence up to a period not to exceed one (1) year and said unpaid leave shall be renewable for an additional year for like cause. Employees desiring leaves under this Section shall notify the Superintendent at least sixty (60) days in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request for such leave. No more than two (2) employees shall be off on leave under this Section at any one time. No seniority shall accumulate during the leave.

2. Unpaid leaves of absence for Union business up to one (1) week shall be granted upon receipt of a written notice two (2) weeks prior to the date of the leave requested. No more than two (2) employees shall be off on leave under this Section at any one time.

C. A non-probationary employee, who worked a minimum 1,250 hours in the previous year, may be granted up to twelve (12) weeks leave in accordance with the Federal Family and Medical Leave Act (FMLA). The employee may use accumulated sick leave, if any, combined with unpaid leave. Nothing shall preclude an employee from exhausting accumulated sick leave even if it exceeds twelve (12) weeks.

1. If the employee is on a reduced schedule or intermittent schedule, the Employer may transfer the employee to maintain efficiency.

2. The Employer may require the employee to provide medical verification of the employee's or family member's illness, pursuant to FMLA.

3. The Employer shall continue all health benefits for up to twelve (12) weeks for those employees receiving such benefits of the leave or until the employee's sick leave is exhausted whichever is greater.

4. If the employee fails to voluntarily return from leave at its expiration, the Board shall have the right to recover all premium payments.

5. This provision shall be administered consistent with the Federal Family and Medical Leave Act.

D. The position of an employee, on leave of absence without pay, will be held open for six (6) months; after six months, they will be placed on top of the re-employment list, if the Board is notified, in writing, of their interest for their respective classification for an additional eighteen (18) months. No seniority or longevity shall accrue during such leaves.

E. Jury Duty

1. The employee who received a jury duty interview and appearance notice will notify the Superintendent or designee as soon as possible prior to their appearance date. It is understood and agreed that an employee shall be required to report for work any days when they are not sitting as a juror.

2. Employees complying with the above provision may, at their option, be compensated at their regular rate of pay for their hours lost while serving on jury duty, plus reasonable travel and clothes change time after turning in their jury duty pay.

F. Time spent by employees in Court under a subpoena as a result of their employment shall be considered as time worked. All subpoena fees and mileage received shall be submitted to the Superintendent. This Section shall not apply to suits against the Board by or for the employee.

G. All regular employees shall be granted up to three (3) consecutive working days, with pay, in case of the death of a member of the immediate family; immediate family to be defined as: spouse, children, parents, grandparents, grandchildren, brother, and sister, father-in-law, mother-in-law, son-in-law, daughter-in-law.

H. All regular employees shall be granted ten (10) paid time off (PTO) days annually. Unused PTO days up to a maximum of twenty (20) days may be carried over to the next school year. Unused days in excess of 30 (20 carried over plus the current 10) shall be paid out at 50% of the hourly rate at the end of the fiscal year.

I. Personal leave days with pay or without pay may not be taken prior to and immediately following school holidays with the following exceptions:

   1. Attending a funeral, emergency or illness.

   2. By giving two (2) weeks written notice in advance of using leave prior to or immediately following a holiday, providing a qualified substitute is available.

J. When Paid Time Off is used for the employee's sickness, the Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury that requires an employee to be absent from work for three (3) consecutive days.

K. Winter break, i.e. Christmas break is paid for all classifications except secretaries.

L. Should an employee retire or be terminated prior to the end of the school year, both personal and sick time will be pro-rated.

ARTICLE 13: HOLIDAYS

A. All employees covered by this agreement shall be entitled to the following holidays with pay :

   1. New Year's Day

   2. President's Day

   3. Good Friday

   4. Memorial Day

   5. Labor Day

   6. Thanksgiving Day

   7. Day after Thanksgiving

   8. Christmas Eve Day

   9. Christmas Day

   10. New Year's Eve Day

B. In order to be eligible for holiday pay, the employee must have worked the last scheduled day prior to the holiday, and the first scheduled work day after the holiday.

ARTICLE 14: HOURS OF WORK

A. All employees shall be expected to be at their position each day that school is open. The employee and Union shall be notified a minimum of one week in advance of any variance in their regular shift hours. Prior to implementation, the Union and the Board will meet to discuss the proposed variance as it affects the hours, wages and conditions of employment.

B. Employees working an eight (8) hour shift shall be provided two (2) fifteen (15) minute relief periods or one (1) thirty (30) minute relief period in each eight (8) hour shift; employees working a seven (7) hour shift shall be provided two (2) ten minute relief periods in each shift; employees working a shift of six (6) hours or less shall be provided one (1) fifteen (15) minute relief period. Relief times will be assigned not to interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically authorized by the immediate supervisor to cover unusual situations. Such lunch period will not be considered part of the regularly assigned work day.

C. The statements in this Article shall not be construed as a guarantee of hours per day or week.

D. Overtime pay shall not be pyramided. The regular workweek shall be Monday through Friday, inclusive. Premium pay for Saturdays, Sundays and holidays will be paid as follows:

   1. Saturdays - Time and one-half

   2. Sundays - Double time

   3. Holidays - Double time in addition to regular holiday pay as defined in Article 13.

E. Employees shall be paid at a rate of time and one-half for all time worked over (8) hours per day or forty (40) hours per week, when approved by the immediate supervisor. If and when it becomes necessary to call an employee back to work after they have ended their regular shift, they shall be called back for a minimum of two (2) hours pay. Time will be paid at one and one-half (1 ½) times their regular hourly rate of pay if it exceeds 8 hours in a day or 40 hours in a week. All callback times must be authorized by an administrator.

F. Cooks will be notified of after-school functions, which involve the use of the kitchen and whether a cook in that building should be present.

G. The cook shall be paid time and one-half (1 ½) their hourly rate for this work, with a two (2) hour minimum.

H. Any employee who expects to be absent from, or late to, work shall notify their supervisor within a reasonable time prior to their normal starting time, but at least one-half hour in advance. Exceptions may be made in the event of a confirmable emergency. Employees who are absent from work and fail to notify their supervisor may be subject to disciplinary action, up to and including dismissal.

I. Employees will be paid for attending workshops and conferences provided that written approval has been received, prior to attending, from the Superintendent's office. Payment for attending will be at the employee's regular hourly rate.

J. The length of the work year is the same as the number of student days. Situations may occur throughout the year that will require deviation from this schedule, based upon qualifications and job specifications. Administration has the right to assign these deviations.

K. All bargaining unit secretaries will work the time period between fifteen (15) days prior to the first student day of school and then (10) days after the last teachers work day, excluding vacation time. In the event it is determined by the Superintendent that clerical support is needed beyond the ten (10) days after the last teacher work day or prior to fifteen (15) days to the first student day of school, the Secretaries will be given five (5) days' notice. If a shorter time frame of notification is given, it shall be upon mutual agreement. The employees will follow the calendar as negotiated by the Bentley Education Association as it relates to school closings, including holiday and school breaks excluding Christmas and Easter break. The secretaries may choose to use accrued leave time to cover those holidays. In the event the Administration determines that clerical support is needed on a day that conflicts with the Bentley Education Association's established calendar, the secretary will work upon mutual agreement of the parties.

L. All full-time secretaries shall be entitled to a paid vacation on the following schedule:

1. Schedule

   a. Less than one (1) full school year's employment – ½ day of vacation for each full month employed, up to a maximum of five (5) days.

   b. One (1) full school year of employment – one (1) week.

   c. Two (2) to ten (10) years of employment – twelve (12) days.

   d. More than ten (10) years of employment – fifteen (15) days.

   e. More than fifteen (15) years of employment – seventeen (17) days.

2. Earned vacation shall be computed from July 1 to June 30.

3. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive vacation credit for the month.

4. Employees may not use vacation time while school is in session unless by mutual agreement and approved by the Superintendent.

ARTICLE 15: COMPENSATION

POSITION RATINGS	CLASSIFICATION	2025-2026
	Cook, Head	$16.40/hour
	Cook	$16.01/hour

Paraprofessional	$17.16/hour
Secretary	$21.65/hour

A. Longevity—Payments for continuous years of service as an AFSCME member in the District shall be on the following schedule and paid with the first December paycheck:

1. One year to less than 5 years $250
2. 5 years to less than 10 years $500
3. 10 years to less than 20 years $750
4. 20 or more years $1,000

B. A three (3) percent wage increase will go into effect for the 2025-26 school year. The contract may be re-opened for wages only for the 2026-27 school year.

ARTICLE 16: INSURANCE BENEFITS

A. Option A – with health shall include

1. Healthcare: The District will contribute up to the annually adjusted hard cap for health benefit premiums. The State imposed annual hardcap for 2025 is as follows: Single $ 7,718.85;

    a. BCN BEP - H.S.A. $1,650/$3,300 Deductible - w/ 0% co-insurance

    b. BCBS PPO - H.S.A. $2,000/$4,000 Deductible - w/ 0% co-insurance

    c. BCN HMO - H.S.A. $1,650/$3,300 Deductible - w/ 0% co-insurance

    *The district will fund the employee's HSA on the first pay of each month the difference between the Insurance Premium and the Hard Cap.

2. Long-term Disability will be paid at 66 2/3 percent (66.66%) of the monthly salary, up to a maximum of $3,000.00 with a thirty (30) calendar-day wait-period; 2-year drug and alcohol abuse limitation; 2-year mental illness limitation.

3. Delta Dental - $1,000 annual maximum per person coverage with 80% coverage each for diagnostic & preventive services, basic services, and major services. $1,300 lifetime maximum per person for orthodontics with 50% coverage.

4. Term Life Insurance in the amount of $50,000.00 with AD & D.

5. VSP-3 Vision Care Insurance

6. Preventive Care Rider

B. Option B – without Health shall include:

1. Delta Dental (same as Option A)

2. VSP-3 Vision Insurance (same as Option A)

3. Term Life Insurance in the amount of $50,000.00 with AD & D (same as Option A)

4. Long-Term Disability (same as Option A)

   Employees electing Option B shall receive $200 for cash in lieu of health insurance per month. The employee may apply, under the Board's qualified Section 125 Plan, to any of the authorized annuity carriers to which the Board is currently remitting annuity payments.

A. Term Life Insurance

Employees who have Board-provided term life insurance have a 31-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.

B. Maintenance of Insurance

1. "Full-time employees" include only those employees defined as a "full-time employee" pursuant to the Patient Protection and Affordable Care Act. This definition includes, but is not limited to, the provisions contained in Section 4980H(c)(4) of the Internal Revenue Code, which currently provides that "the term 'full-time employee' means, with respect to any month, an employee who is employed on average at least 30 hours of service per week.

2. If a husband and wife are both members of the bargaining unit, either, but not both, may elect medical insurance and one may select the annuity or cash provided.

3. Employees who have hospital/medical coverage through another paid source shall be given the option of retaining such alternative coverage or being covered under the existing Bentley School hospital/medical insurance program on the first day of the month immediately following the employee's completion of 90 calendar days of employment. In no event, however, will an employee be allowed to maintain dual hospital/medical coverage through Bentley Schools and through an alternate source.

4. Notwithstanding any other obligations in this Agreement, the Board reserves the right to, in its sole discretion, select a health insurance carrier to offer a "bronze" plan that provides "minimum value" pursuant to 26 USC § 36B(c)(2)(C)(ii). The Board shall not be obligated to select the same health insurance carrier for the "bronze" plan as the health insurance carriers providing health insurance to other bargaining unit members.

5. The Board agrees to provide all full-time employees' long-term disability insurance with benefits to be coordinated after utilization of the sick and personal leave provided in Article 12, Section H.

6. The Board agrees to maintain the insurance benefit listed above for an employee on sick leave for a period of three (3) months, except life insurance, which shall be continued for six (6) months if a non-paid leave. Employees on any kind of leave other than sick leave, insurance premium payments by the Board will terminate with the end of the month the leave begins.

7. The Board agrees to maintain the insurance benefits listed above for an employee that does not normally work during the summer recess.

8. The insurance benefits listed above shall include employee, spouse of employee, and eligible children of the employee, as defined by the carrier of the insurance.

9. In the event an employee's insurance benefits are terminated, they may continue, if desired, to go on a direct pay basis to the insurance carrier, at no cost to the Board, under the terms and conditions set forth by the carrier.

C. Full-time employees who are returning from layoff or unpaid leave of absence, shall be eligible for Board paid insurance benefits upon submission of written applications, with coverage to be effective on the first day of the month following the month work commenced.

D. Changes in family status shall be reported by the employee to the Business office within thirty (30) days of such change. The employee shall be responsible for any overpayment or underpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

ARTICLE 17: MISCELLANEOUS

A. Any amendment or supplementary agreement shall not be binding upon either party unless executed, in writing, and signed by both the Union and the Board.

B. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, court decree, or governmental administrative action, that portion of the Agreement shall immediately become null and void. However, under no circumstances shall the remaining portions of the Agreement be affected.

C. Any employee convicted of any felony, or convicted of a misdemeanor involving theft, falsification of records, physical abuse or assault, sexual abuse, perjury, or use of controlled or illegal substances shall have their employment terminated.

D. Nothing in this Agreement shall limit in any way the right of supervisors to perform emergency bargaining unit work, providing it does not deprive bargaining unit employees of an opportunity to work.

E. The Board agrees to allow the use of school facilities for local Union meetings, providing arrangements can be made in advance with the Building Principal. All meetings shall be conducted outside of normal school hours unless specifically agreed to by the Superintendent.

F. This Agreement shall replace all agreements and policies previously applying to employees or specific positions represented by this Union. No rules, regulations, or past practices of either the Board or the employees which are inconsistent or contrary to the terms and conditions of this agreement shall be recognized unless committed to writing and signed by both parties.

G. In the event the schools are closed due to natural causes or "Acts of God", employees covered by this agreement will be paid and may be called in to work. If they are called in to work and do not report, they will not be paid for the day, unless they opt to use a PTO day. This benefit is capped at six (6) days per year. If an additional three (3) days are waived by the State, the District will provide pay for those days upon the waiver being granted. Employees on leave for three days or more at the time of closure will not be eligible for payment.

H. Resignations automatically forfeit all accrued rights and, in the event less than fourteen (14) days' notice, all benefits. In the event of re-employment, such employees shall be considered as a new employee.

I. New work rules, or proposed changes in existing work rules, shall be posted on bulletin boards at least five (5) days prior to their effective date. Any unresolved complaint as to the reasonableness of any new or existing rules, shall be resolved through the grievance procedure at either the time the rule is established or applied. The Union may request a conference on a change in an existing work rule or a new work rule, said conference to be held within a fourteen (14) day period.

J. No employee shall be required to maintain or establish residency as a condition of employment nor shall any discrimination be exercised due to location of residency.

K. Summer Work

1. The Board and the Union agree that available summer work will be offered to school year employees. The employees interested shall submit, in writing, to the Superintendent his/her desire for temporary summer employment prior to April 30 of each year. Seniority shall prevail in the selection of applicants provided the employee is qualified to do the work. If no member of the bargaining unit who is eligible for the summer employment applies, then the Board may employ from any source.

2. It is understood these summer positions are separate from the regularly scheduled school year employment. Bargaining unit employees that accept these summer positions shall not accrue any seniority for this summer employment.

3. It is understood that employment for these summer positions is temporary and does not guarantee any such similar employment in subsequent years.

4. Nothing in this Section shall prevent the Board from employing students in summer programs funded by outside funds nor shall such action abrogate the Board's right under Article 17F and Article 17.I.1. The number of students in this Section shall be no greater than the number of bargaining unit employees working during this period.

5. If at any time a member of the bargaining unit that has accepted this summer employment qualified for or received unemployment compensation benefits as a result of this summer employment, this Section shall automatically become null and void.

L. The Board shall provide cooks upon ratification of contract, five (5) uniform shirts and five (5) aprons each school year. Cooks shall wear the shirts during all work hours.

M. Cook Shoe Reimbursement

1. Annual Shoe Reimbursement: The District agrees to reimburse cooks for the cost of work-appropriate shoes, up to a maximum of eighty dollars ($80.00) per employee per calendar year.

2. Eligibility: Employees shall become eligible for this benefit upon completion of ninety (90) calendar days of continuous service with the District as a cook.

3. Reimbursement Process: To receive reimbursement, eligible employees must submit a valid receipt for the purchase of work-appropriate shoes to the District's payroll department. Reimbursement will be processed within two (2) weeks of receipt of the documentation.

4. Pro-rata Reimbursement upon Resignation: Should an employee who has received shoe reimbursement resign from their position and work less than one hundred twenty (120) calendar days from the date of employment, fifty percent (50%) of the reimbursed cost of the shoes must be repaid to the District. The District reserves the right to deduct this amount from the employee's final paycheck.

N. The employer will give the Union advance notice of upgrading in any job qualifications as they occur from time to time. Prior to implementing any proposed revisions in the content of existing job descriptions, the Employer will provide the Union with a copy of the proposed revisions. The Union may schedule a special conference within five (5) working days of receipt of revisions.

O. Team Leaders may/may not be assigned depending upon the needs of the District and the financial status of the budget. When Team Leader positions become vacant, Administration will post the position and candidates will interview for the position. The Administration will choose the best qualified candidate to fill the position. The Administration reserves the right to eliminate the position of Team Leader at any time. It is also agreed that past practices that are contrary to this contract, or are not addressed in the language of this contract, will no longer be considered past practices.

ARTICLE 18: WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 19: DURATION OF AGREEMENT

A. This Agreement shall be effective upon the date of its ratification by the parties, and shall continue in effect until June 30, 2027, and from year to year thereafter, unless either party shall notify the other, in writing, at least ninety (90) days prior to its initial expiration date, or anniversary date thereafter, that such party desired to terminate this Agreement. In the event that such notice is given, negotiations shall begin not less than sixty (60) days prior to the expiration or anniversary date.

B. Negotiations on a successor agreement shall commence at least ninety (90) days prior to expiration. Should negotiations not be completed by the expiration date, both the Board and the Union agree that the present contract will remain in full force and effect during the period of negotiation unless either party gives written notice to the other no less than thirty (30) days in advance that they wish to terminate. In the event the contract is terminated, the Agreement may be extended by mutual consent on a day-to-day basis.

C. This agreement shall be binding upon future Boards of Education, Superintendents, and Administrators. In the event of the District's merger or consolidation with another school district, this Agreement shall be binding upon the merged or consolidated District until its expiration, unless a new contract is successfully negotiated and mutually agreed to by both the new Board and the Union.

SIGNATURE PAGE

Agreement
between
AFSCME Michigan 925
(Food Service, Para-Professionals, Secretary)
and
BENTLEY COMMUNITY SCHOOLS

AFSCME Michigan 925

By _____
Chapter Chairperson

Date 7/10/25

By _____
AFSCME Michigan 925 Representative

Date July 10, 2025

BOARD OF EDUCATION

By _____
President/Board of Education

Date June 9th, 2025

By _____
Superintendent of Schools

Date June 9, 2025