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WC/5048

AGREEMENT

Between The

**BOARD OF EDUCATION
Of The
FRANKLIN CENTRAL SCHOOL DISTRICT**

And The

**FRANKLIN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

July 1, 2002 to June 30, 2005

UNIT 312B312

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ARTICLE I – AGREEMENT

Pursuant to Article 14 of the State Civil Service Law, this Agreement between the Franklin Board of Education and the Franklin Educational Support Personnel Association is effective from July 1, 2002 to June 30, 2005. The parties agree that all proposed issues have been discussed during negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item during the life of this Agreement without the mutual consent of both parties. This Agreement may be changed, altered, deleted from, added to or modified only through the voluntary consent of both parties in a written and signed Amendment to this Agreement.

ARTICLE II – RECOGNITION

The Board of Education, in order to recognize an employee organization as exclusive representative of personnel requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership list, signed designation cards or dues deduction authorizations. In the event of a challenge the Board of Education will proceed according to the regulations of the Public Employment Relations Board established under Article 14 of the Civil Service Law.

By virtue of satisfactory evidence submitted by the Association to the Board of Education that the Association does represent the majority of the professional employees in the District, the Board of Education hereby recognizes the Association as the official negotiating agent for all full-time and part-time employees employed by the District, listed as follows: secretaries, school aides, clerks, nurse and teacher assistants. This excludes school secretary, fiscal clerk/treasurer, cafeteria financial aide, receptionist and confidential employees. This recognition shall continue in effect so long as the Association's active membership contains more than fifty percent (50%) of the total employees in the negotiating unit.

ARTICLE III – PRINCIPLES

- A. It is recognized that employees have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employees.
- B. The legal rights inherent in the State Education Law and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by this Agreement.

ARTICLE IV – AGENCY FEE

- A. The District agrees to deduct from the wages of employees who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and promptly transmit sums so deducted to the Association.
- B. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fee, limited to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions of or suits brought against the District by any employee in this unit.

ARTICLE V – NEGOTIATIONS PROCEDURES

A. Areas for Consideration

Recognition constitutes an Agreement between the Board of Education and the Association to reach mutual understanding regarding matters related to terms and conditions of employment.

B. Negotiating Teams

The Board of Education, or designated representative(s) of the Board of Education, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory Agreements.

C. Opening Negotiations

No later than March 1 of each negotiating year the designated representatives of the parties will meet for the purpose of exchanging proposals. All proposals will be submitted and ground rules will be set at the first meeting.

D. Negotiation Procedures

Designated representative(s) of the Board of Education, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings described in paragraph C above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours, except by mutual consent, and shall be held at a time other than the regular school hours, at times mutually agreed upon by the parties.

E. Exchange of Information

Both parties and/or the CSA shall furnish each other upon reasonable request, all available information pertinent to the issues under consideration.

F. Implementation and Amendment

This Agreement shall become effective upon its approval by a majority of the Association and a majority of the Board of Education members.

ARTICLE VI – PERSONNEL FOLDERS

Only the Superintendent of Schools, Elementary Supervisor, the Board of Education, and their representatives may examine an employee's personnel folder in its entirety. Material accumulated after employment may be examined by said employee and the employee's representative(s) in the presence of the Superintendent of Schools or his/her designee. If the Superintendent is not in the District, the District Clerk, the Superintendent's Secretary, the District's Treasurer or the Elementary Principal may be so designated. There shall be no unreasonable delays. An employee may reproduce materials accumulated in his/her files. No derogatory material will be placed in the file without the employee's knowledge of same. The employee will have the right to attach comments to any such material.

ARTICLE VII – GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board of Education and the Association that all grievances be resolved informally, or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlements but shall not be precedents in a later grievance proceeding. Time limits contained herein may be waived by mutual agreement of the parties.

B. Definitions

1. A grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. An employee is any person in the unit covered by this Agreement.
3. An aggrieved party is the employee, or group of employees, who submits a grievance, or on whose behalf it is submitted and/or the Association.

- a) An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to their immediate supervisor.
- b) The Association may submit any grievance. If the grievance has District wide application, it shall be submitted directly to the District Principal at step D., 2.
- c) The Association will be informed of the disposition of all grievances, whether formal or informal.

C. Submission of Grievances

1. A grievance shall be deemed waived unless it is submitted within twenty-five (25) school days after the aggrieved party knew of, or should have known of, the events or conditions on which it is based.
2. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If such grievance is not satisfactorily resolved within five (5) school days, the aggrieved party may proceed to step C., 3.
3. Each grievance shall be submitted to the immediate supervisor in writing on a form approved by the Board of Education and by the Association, refer to Appendix B - Grievance Form, and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

D. Grievance Procedure

1. The immediate supervisor shall respond in writing to each formal grievance received. If an aggrieved party is not satisfied with the response of the supervisor, or if no response is received within ten (10) school days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the District Principal.
2. The District Principal, or his/her designated representative, shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than fifteen (15) school days after it is received by him/her.
3. In the event that the Association is not satisfied with the determination in step D., 2., it may, within fifteen (15) school days after receiving the District Principal's decision, refer the grievance to arbitration by requesting the American Arbitration

Association to assign an arbitrator. A copy of such request shall be forwarded to the District Principal.

The parties will be bound by the rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by Law, or which is violative of the terms of this Agreement. The decision of the arbitrator will be final and binding.

The cost of the services of the arbitrator will be borne equally by the School Board of Education and the Association.

ARTICLE VIII – TERMS AND CONDITIONS

A. Compensation

1. Hours of work and work year for unit members are listed in Appendix A. As soon as possible, but in no event later than the second payroll in October, each employee shall receive a statement of his/her annual salary, hourly equivalent and accumulated leave benefits.

2. Returning employees shall be paid the following increase over their current salaries:

2002-2003	four and one-quarter percent (4.25%)
2003-2004	four and one-quarter percent (4.25%)
2004-2005	four and one-quarter percent (4.25%)

3. Longevity

Longevity payments shall be added to each employee's base salary according to the following schedule:

<u>Years of Service</u>	<u>Stipend (Non-Cumulative)</u>
10	two percent (2%) of base
15	two and one-half percent (2.5%) of base
20	two and one-half percent (2.5%) of base
25	two and one-half percent (2.5%) of base
30	three percent (3%) of base

Years mean consecutive years of service to the District.

4. When a member of this unit performs service beyond regular assigned hours, payment will be made at the regular hourly rate. Work beyond forty (40) hours per week will be paid at time and one-half. All overtime must be approved by the Superintendent.
5. Upon achieving tenure, teaching assistants shall receive a two hundred dollar (\$200) stipend added to their salary base.
6. Employees shall have their choice whether they will be paid on a ten (10) or twelve (12) month basis. All employees will be paid every two (2) weeks.
7. It is understood and agreed to by the parties that should the Board of Education re-implement twelve (12) month unit positions, the parties shall reopen negotiations regarding terms and conditions of employment specific to these positions, using the appropriate language regarding these positions as found in the 1982-1985 Collective Bargaining Agreement as a basis.

B. Insurances

1. Health Insurance
 - a) The Board of Education will pay ninety percent (90%) of the premium for Delaware-Chenango-Madison-Otsego (DCMO) BOCES Consortium, or equivalent coverage.
 - b) The District will pay fifty percent (50%) of individual retirees' health insurance premium equivalents and thirty-five percent (35%) of family premium equivalents under District coverage for those unit members who have at least twenty (20) years of credited full-time service, fifteen (15) of which are in the District. Said premium equivalent coverage shall continue only until said retiree attains Medicare eligibility age. The coverage shall cease should the retiree's death occur before attaining Medicare eligibility age.
2. The Board of Education will pay ninety percent (90%) of the premium for the life insurance and accidental death and dismemberment policy.
3. The Board of Education will pay seventy-five percent (75%) of the premium for the Blue Shield Dental Plan, Option I, with Supplemental Basic, and Periodontic Riders. Such coverage shall become effective as soon as possible after ratification of this Agreement by both parties.
4. The Board of Education will pay ninety percent (90%) of the premium for a disability insurance policy containing at least the following benefit:

- Sixty percent (60%) of salary to a maximum of one thousand five hundred dollars (\$1,500) per month after an elimination period of one hundred twenty (120) calendar days.

The District has the right to choose the plan.

5. The District shall provide a prescription rider to the health insurance coverage with drug card co-pays as follows:

2002-2003	three dollars (\$3) generic	six dollars (\$6) name brand
2003-2004	four dollars (\$4) generic	eight dollars (\$8) name brand
2004-2005	five dollars (\$5) generic	ten dollars (\$10) name brand

6. Delaware-Chenango-Madison-Otsego (DCMO) Health Benefits Consortium
 - a) The Association acknowledges that effective January 1, 2002, the Blue Cross/Blue Shield Participating Provider Plan as provided by the Delaware-Chenango-Madison-Otsego BOCES Consortium Plan is the health insurance benefit provided to unit members.
 - b) The Franklin Central School District Medical Plan Document shall be incorporated by reference.
 - c) No enrollees in the prior Blue Shield Plan shall be denied access to benefits in the Franklin Central School Medical Plan because of pre-existing medical conditions.
 - d) All enrollees in the Franklin Central School District Medical Plan shall be credited with deductibles satisfied or accrued on January 1, 2002 in the prior insurance plan.
 - e) State mandated benefits shall be included in the Franklin Central School District Medical Plan.
 - f) Changes in the Administration of the Franklin Central School District Medical Plan shall not result in any interruption or loss of health benefits for enrollees.
 - g) A claims appeal procedure shall be incorporated in the Franklin Central School District Medical Plan Document.
 - h) Claimants who submit claims in accordance with the procedures established by the parties shall have said claims paid in a timely manner to the extent of the coverage provided, so that claimants shall suffer no financial loss as a result of slow payment of claims; a claimant shall be considered to have suffered no financial loss if claims are paid within

thirty (30) days of receipt of the necessary data by the designated Claims Administrator.

- i) Any changes in the Franklin Central School District Medical Plan Document shall be negotiated by the parties.
- j) All medical information learned about claimants by the Plan Administrator, Case Managers, Claims Administrators, Third Party Vendors and their respective agents and employees shall be considered confidential; said medical information shall only be used by persons involved or connected with the administration of the Franklin Central School District Medical Plan and the payment of claims; any information communicated to the District resulting from the administration of the Plan shall not contain claimants' names or specific identifying information.

7. Health Insurance Option

- a) All eligible unit members shall have the option of dropping the Health Insurance Plan provided by the Franklin Central School District. Unit members will receive seven hundred twenty dollars (\$720) annually if dropping individual coverage, one thousand five hundred dollars (\$1,500) annually if dropping two-person coverage, or two thousand dollars (\$2,000) annually if dropping family coverage.
- b) All new unit members who meet the criteria and who elect not to take the Health Insurance Plan will also be eligible for said seven hundred twenty dollars (\$720), one thousand five hundred dollars (\$1,500), or two thousand dollars (\$2,000).
- c) Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the District Superintendent or his/her designee by April 20 of each year or upon the date of hire for new unit members. The change will become effective on the following July 1. A unit member who chooses the Health Insurance Plan provided by the District must remain in the Plan for at least one (1) year in order to be eligible for this option.
- d) Payment will be issued in the last pay period in June after being removed from the District's insurance coverage. Payment shall be prorated if the unit member's status changes in less than a full year.
- e) If a unit member wishes to change his/her option, written notice must be given to the District Superintendent or his/her designee by April 30, regardless of the date of hire, and said change will be effective as of July 1 if the criteria of the Health Insurance Plan is met and approved.

- f) A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the District Superintendent or his/her designee, be allowed re-entry into the Health Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a prorated basis if re-entry is in the same year the Plan was dropped.
- g) Any requests which jeopardize the program will be refused.

C. Leave Provisions

1. Personal Illness/Family Illness Leave

All unit employees will be granted leave for personal or family illness as follows:

- Ten (10) month employees shall receive fourteen (14) days without loss of pay per year. Accumulative to one hundred eighty (180) days.

For this purpose family shall mean the immediate family which includes parents, spouse, children, siblings, in-laws, grandparents, grandchildren and other persons who have such relationships to the employee. (An example of this might be an aunt who raised you or an elderly relative living in your home.)

Days taken for family illness shall not exceed twelve (12) such days in any one (1) school year unless prior approval is given by the Superintendent.

When a member resigns or retires and the member's final date of employment does not coincide with the final date of the contract year, personal and family illness leave days for the final year will be prorated.

2. Bereavement Leave

- a) An employee may take up to five (5) days of bereavement leave for each instance of death in the immediate family. Said days shall not be deducted from accumulated sick leave.
- b) Immediate family shall be defined as parents, spouse, children, siblings, in-laws, grandparents, grandchildren and other persons who have such relationships to the employee.

3. Personal Leave

Effective July 1, 1991, three (3) personal leave days will be granted without loss of pay per year. All requests for personal leave must be in writing. (Unused personal days will be added to the sick leave accumulation.) Personal leave cannot be taken until and unless approved in advance by the Superintendent except in cases of emergencies when the employee cannot contact the

Superintendent or his/her designee. The request will be made as far in advance as possible, but no later than one (1) day prior to the day for which the leave is requested.

Personal leave is intended to be taken only for compelling business reasons that cannot be taken care of outside of school time.

Personal leave may not be used for the purpose of extending a scheduled vacation or for any activity which is considered recreational in nature.

Upon initial employment, employees will be granted leave benefits prorated on the balance of the school year remaining.

4. Educational Improvement Leave

- a) Employees may be granted time off with pay for the purpose of attending courses, conferences or workshops related to their employment responsibilities, at the discretion of the Superintendent.
- b) Employees shall be reimbursed for the costs of taking courses of training or attending conferences or workshops. In order to receive reimbursement, employees must submit original receipts within fifteen (15) days from the date of said cost.
- c) Advanced written notification of and written approval by the Superintendent for the training, conference or workshop must be obtained by the employee in order to receive reimbursement.

D. Each unit employee working more than twenty (20) hours per week is entitled to the leave provisions consistent with requirements of insurance companies.

E. Each unit employee working more than four (4) hours per day will have a one-half (1/2) hour duty free lunch break.

F. Paid Holidays

Ten (10) month employees shall receive non-compensated vacations as determined by the school calendar. Ten (10) month employees shall receive the following twelve (12) holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day and the day after Thanksgiving
Memorial Day	Christmas Day and the day after Christmas

G. All Job Openings

For promotion positions and for positions paying higher salary differentials shall be publicized by the District Office. All qualified personnel covered by this Agreement shall be given full consideration.

H. Jury Duty

Unit employees called for jury duty will receive the difference between the jury fee and their regular salary so no loss is incurred by the employee.

I. Lay-Off Procedure

In the event of a reduction in staff and/or the dismissal of an employee, the District shall proceed in accordance with the provisions of Civil Service Law.

J. Disability and Child Rearing Leave

1. A leave without pay of up to two (2) years will be granted employees for the birth or placement of a child into their home or for any state of disability.
2. The employee is guaranteed the same or substantially similar position upon return, however, he/she must give thirty (30) days notice prior to returning.
3. The following requirements apply (except in the case of employee pregnancy):
 - a) District must be notified two (2) months in advance of the employee's intent to adopt or rear a child.
 - b) Such leave must terminate at the beginning of a school semester.
4. Any employee who becomes disabled may elect to use all or any part of his/her accumulated sick leave prior to taking disability leave and receive his/her pay for it. Affidavits from the attending physician will determine the commencement and termination dates of said absence.
5. Any insurance policies may be continued during such leave provided the employee pays the cost.

K. Severance Pay Plan

1. The District shall pay four thousand dollars (\$4000) to each eligible member who retires from the District with at least ten (10) years of service.

2. To be eligible for such payment, the member will submit an irrevocable letter of resignation to the Superintendent of Schools at least four (4) months preceding the effective date of the member's retirement.
3. Payment shall be made by adding up to fifty percent (50%) of the entitlement to the employee's regular compensation for the final year of employment and the balance to be paid on the first business day of the second semester of the following school year; or full payment will be made to the employee on the first business day of the second semester following retirement.

ARTICLE IX – FLEXIBLE BENEFIT PLAN

A Flexible Benefit Plan (Section 125) will be offered to unit members under the same conditions as those which apply to the teaching staff, if such a Plan is offered to the teaching staff.

FRANKLIN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

FRANKLIN CENTRAL SCHOOL
DISTRICT & BOARD OF EDUCATION

Virginia Blackman
Association President

Michael P. Shee
Superintendent of Schools

7.29.02
Date

7/19/02
Date

Lori Taggart
Negotiator

Patricia Taggart
President of the Board of Education

7-29-02
Date

7/19/02
Date

Rosemarie Cleveland
Negotiator

7-31-02
Date

APPENDIX A – HOURS OF WORK, WORK YEAR AND ENTRY LEVEL RATES

Elementary Clerk –

September 1 through June 30. Excludes all student vacation i.e. Thanksgiving, Christmas, Spring/Easter, etc., includes Superintendent Days. Holidays as stated in the contract. Seven and one-half (7.5) hours per day.

Minimum Entry Level Wage:

2002-2003	six dollars and ninety-eight cents (\$6.98) per hour
2003-2004	seven dollars and twenty-eight cents (\$7.28) per hour
2004-2005	seven dollars and fifty-nine cents (\$7.59) per hour

Guidance Secretary –

September 1 through June 30. Excludes all student vacations i.e. Thanksgiving, Christmas, Spring/Easter, etc., includes Superintendent Days. Holidays as stated in the contract. Seven and one-half (7.5) hours per day.

Minimum Entry Level Wage:

2002-2003	six dollars and ninety-eight cents (\$6.98) per hour
2003-2004	seven dollars and twenty-eight cents (\$7.28) per hour
2004-2005	seven dollars and fifty-nine cents (\$7.59) per hour

Teacher Assistant (Primary) –

Per Board of Education approved school calendar. Holidays as stated in the contract. Six and one-half (6.5) hours per day.

Minimum Entry Level Wage:

2002-2003	six dollars and seventy-two cents (\$6.72) per hour
2003-2004	seven dollars and three cents (\$7.03) per hour
2004-2005	seven dollars and thirty-three cents (\$7.33) per hour

Teacher Assistant (PE/K-6) –

Per Board of Education approved school calendar. Holidays as stated in the contract. Six and one-half (6.5) hours per day.

Minimum Entry Level Wage:

2002-2003	six dollars and seventy-two cents (\$6.72) per hour
2003-2004	seven dollars and three cents (\$7.03) per hour
2004-2005	seven dollars and thirty-three cents (\$7.33) per hour

Teacher Assistant / Clerk (Resource Room) –

Per Board of Education approved school calendar. Holidays as stated in the contract. Seven and one-half (7.5) hours per day.

Minimum Entry Level Wage:

2002-2003	six dollars and seventy-two cents (\$6.72) per hour
2003-2004	seven dollars and three cents (\$7.03) per hour
2004-2005	seven dollars and thirty-three cents (\$7.33) per hour

Nurse –

Per Board of Education approved school calendar. Holidays as stated in the contract. Seven (7) hours per day.

Minimum Entry Level Wage:

2002-2003	eleven dollars and fifteen cents (\$11.15) per hour
2003-2004	eleven dollars and sixty-three cents (\$11.63) per hour
2004-2005	twelve dollars and twelve cents (\$12.12) per hour

Library Clerk –

Per Board of Education approved school calendar. Holidays as stated in the contract. Six and one-half (6.5) hours per day.

Minimum Entry Level Wage:

2002-2003	five dollars and ninety-four cents (\$5.94) per hour
2003-2004	six dollars and nineteen cents (\$6.19) per hour
2004-2005	six dollars and forty-six cents (\$6.46) per hour

Teacher Assistant (K-12 Special Education / Clerical) –

Per Board of Education approved school calendar. Holidays as stated in the contract. Six and one-half (6.5) hours per day.

Minimum Entry Level Wage:

2002-2003	six dollars and seventy-two cents (\$6.72) per hour
2003-2004	seven dollars and three cents (\$7.03) per hour
2004-2005	seven dollars and thirty-three cents (\$7.33) per hour

Building Aide –

Per Board of Education approved school calendar. Holidays as stated in the contract. Six and one-half (6.5) hours per day.

Minimum Entry Level Wage:

2002-2003	five dollars and ninety-four cents (\$5.94) per hour
2003-2004	six dollars and nineteen cents (\$6.19) per hour
2004-2005	six dollars and forty-six cents (\$6.46) per hour

Note: The District may grant up to five (5) years credit for prior experience at a minimum entry level wage increase of twenty cents (\$0.20) per hour for each year of prior experience credit. This credit, if granted, shall be in addition to the entry level wage as heretofore indicated.

APPENDIX B – GRIEVANCE FORM

Grievance Number _____

Date _____

Aggrieved Party _____

Position _____

Specific Provision(s)
Of the Agreement
Violated _____

Violation _____

Grievance _____

Remedy Sought _____

TYPED AND PRINTED BY...



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