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Employer Name: **Bainbridge-Guilford Central School**

Union: **Bainbridge-Guilford Support Staff Association, NYSUT, AFT, AFL-CIO**

Local: **6239**

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GEN 18982

AGREEMENT BETWEEN
BAINBRIDGE-GUILFORD CENTRAL SCHOOL
SUPERINTENDENT

-and-

BAINBRIDGE-GUILFORD SUPPORT STAFF ASSOCIATION
NYSUT, AFT, AFL-CIO, LOCAL 6239

7/1 6/30
2006-2010

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ARTICLE 1
PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, to encourage and increase effective and harmonious working relationships between the District and the employees of the District represented by the Association, this Agreement is made and entered into on November 24, 2003 by and between the District and the Association.

ARTICLE 2
DEFINITIONS

Association shall mean the Bainbridge-Guilford Support Staff Association.

Bargaining Unit Members shall include Building Maintenance Worker, Bus Attendant, Cook Manager, Custodial Worker, Custodian, Food Service Helper, Groundskeeper, Health Aide, Licensed Practical Nurse, Teacher Aide, Typist, School Monitor, and excluding all other titles.

Board shall mean the Board of Education of the Bainbridge Guilford Central School District.

Chief Executive Officer shall mean the Superintendent of the Bainbridge-Guilford Central School District.

District shall mean the Bainbridge-Guilford Central School District.

Immediate Supervisor shall mean the person in charge of a specific department within the Bainbridge-Guilford Central School District including the Food Service Director, Building and Grounds Superintendent, Transportation Supervisor, CSE Chairperson, Building Principals and Assistant Superintendent.

ARTICLE 3
REPRESENTATION AND RECOGNITION

The basis of this Agreement is the relationship established, pursuant to the Public Employees Fair Employment Act (Article 14 of the Civil Service Law) when, on 19 September 2002 the Bainbridge-Guilford Central School District Board of Education, recognized the Bainbridge-Guilford Support Staff Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all employees in the defined bargaining unit.

ARTICLE 4
NEGOTIATIONS

The District agrees to recognize a negotiation team of not more than five (5) members and to limit its negotiating team to not more than five (5) members. Both the District and the Association reserve the right to have available not more than three (3) resource persons at any negotiating session.

In the event either party wishes to amend this agreement notice will be given by February 1, in the final year of the contract. During the first mutually agreed upon meeting after the notice of amendment is given, both parties shall exchange their complete package with the other. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

Copies of this agreement shall be made available to every bargaining unit member covered by the agreement. The Board and Association shall share the cost of producing the contract.

ARTICLE 5 ASSOCIATION RIGHTS

Payroll Deductions

Association membership dues shall be deducted from the wages of each bargaining unit member who has voluntarily signed a form authorizing such deduction. Such dues shall be promptly remitted to the Association. The Association shall certify to the District in writing the current rate of membership dues at least ten (10) days prior to the second payroll in September.

Grievance Procedure

In the event there is an alleged violation of the specific terms and conditions of this Agreement, the following procedure will be followed:

1. Informal discussion: An aggrieved employee or the Association shall first attempt to resolve the grievance with the supervisor, notifying the supervisor that this constitutes the informal step of the grievance procedure. A BGSSA representative may be present upon the request of the aggrieved party.

2. Formal grievance procedure:

Step 1- A grievance must be filed at Step 1 of this procedure through the use of the grievance form within ten (10) workdays of the occurrence of the alleged event. This shall be filed with the supervisor. The supervisor has five (5) workdays to answer the grievance.

Step 2 – If the answer in Step 1 is unsatisfactory or is not received by the aggrieved party or the Association, the aggrieved party or the Association may, within five (5) workdays, submit the grievance to the Superintendent of Schools. The Superintendent of Schools and the aggrieved party or the Association shall meet within ten (10) workdays after the appeal is received in an attempt to resolve the grievance. The Superintendent shall respond in writing within ten (10) workdays.

Step 3 – If the answer in Step 2 is unsatisfactory or is not received by the Association, the Association may, within five (5) workdays, submit the grievance to the Bainbridge-Guilford Central School Board of Education. Within then (10) workdays, the Board shall schedule the grievance to be heard at a regularly scheduled Board meeting. The Board shall render its written decision within five (5) workdays of its meeting.

In year 2005-2006, Step 3 will be replaced:

Step 3 – If the answer in Step 2 is unsatisfactory or is not received by the Association, the Association may, within ten (10) workdays, submit the grievance to the American Arbitration Association and the district. The parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost for the service of the arbitrator, including expenses, will be borne equally by the Board and the Association. The decision of the arbitrator shall be final and binding upon all parties.

ARTICLE 6 LEAVES OF ABSENCE

Sick Leave

- a. Sick Leave is provided for all employees working at least twenty (20) hours per week on the payroll notification form. Each twelve (12) month employee will receive twelve (12) sick days at the beginning of each school year and each ten (10) month employee will receive ten (10) sick days at the beginning of each school year. New employees will receive sick days on a prorated basis using the number of months remaining in the year. Sick days shall be accumulative with no cap on days.
- b. In addition to personal illness, sick leave may be used to administer bedside/household care to members of the immediate family (spouse, children or parents).
- c. A sick day will constitute the number of hours the employee normally works per day and will be paid at their current rate of pay.
- d. Membership in a sick leave bank program (which was previously implemented by the parties before the establishment of this Agreement) is available to all employees on a voluntary basis. Specific information regarding the sick leave bank policy is available from the District Business Office
- e. When an employee resigns he/she may contribute 20 of his/her sick days to the sick leave bank.

Personal Business Leave

Personal business leave is provided for all employees working at least twenty (20) hours per week on the payroll notification form. Each twelve-month employee will be allowed up to two (2) personal business days with full pay during each school year; each ten-month employee will be allowed up to one (1) personal business day under the conditions as outlined as follows.

- I. The following reasons are sufficient to warrant a personal business day:
 - a. Funeral of relative, close friend
 - b. Wedding within immediate family (including self)
 - c. Graduation of child, spouse, self or sibling

- d. Paternity
- e. Real Estate Closing
- f. Legal business
- g. Emergency accident within immediate family, relative or close friend
- h. Emergency situations at home (i.e. flooding, roof collapse, fire, plumbing, electrical, heating)

- II. The following reasons are not sufficient to warrant a personal business day:
- a. Vacation, shopping
 - b. Athletic and/or recreational activities
 - c. Day proceeding or day following a vacation, except as applies to Part I.
 - d. Convention or trip not applicable to school business
 - e. Personal convenience or enjoyment

If a bargaining unit member has business which appears on neither list I or II and it cannot be transacted other than on a school day, it may be requested through the building principal, or supervisor, subject to review by the superintendent. A reason for such leave must be made three days in advance. Any unused personal business days will be added to the cumulative sick days at the end of the school year.

Bereavement Leave:

Bereavement leave is provided for all employees working at least twenty (20) hours per week on the payroll notification form. Each bargaining unit member may be allowed up to three (3) days a school year for death in the immediate family, (spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-laws). One of these days may be allowed for death of other family members or close friends. If additional days are needed, the employee will be allowed to use a maximum of two (2) days of his/her "sick leave" days. If additional days are needed, the Chief Executive Officer may approve the time. The building principal or supervisor may, at his/her discretion, expand the definition of the term "immediate family".

Paid Holidays:

Paid holidays provided for all employees working at least twenty (20) hours per week on the payroll notification form, except for cafeteria staff at the end of this section. Regardless of the day of the week on which they fall, all employees will receive the following holidays with pay:

- | | |
|-------------------------------------|----------------------------|
| 1. Independence Day (12 month only) | 8. Day after Christmas* |
| 2. Labor Day (12 month only) | 9. New Year's Day |
| 3. Columbus Day | 10. Martin Luther King Day |
| 4. Veterans Day | 11. Presidents' Day |
| 5. Thanksgiving Day | 12. Good Friday |
| 6. Thanksgiving Friday | 13. Memorial Day |
| 7. Christmas Day | |

*Day before Christmas may be selected, instead of the day after, at the Superintendent's discretion – such change would apply to all employees.

The employee must work the scheduled working day before and the scheduled working day after the holiday to qualify. Pay will be based on the normal hours worked, i.e. five hours work per day, five hours holiday pay. If a holiday falls on a weekend, the employee, his/her supervisor and the superintendent will come to an understanding as to when the holiday time can be observed.

The use of approved paid vacation will be considered the same as working the day before and/or after a holiday.

In the event of a serious illness or medical condition, documented by a physician's written statement, or other extenuating circumstances, the Superintendent of Schools may at his discretion, qualify an employee for holiday pay notwithstanding the above. Such request must be submitted on the prescribed form.

Cafeteria staff who work a minimum of fifteen hours per week on the payroll notification form will be paid for Thanksgiving, Thanksgiving Friday and Christmas.

Paid Vacation

Twelve-month employees

Twelve-month instructional support employees who work at least twenty (20) hours per week on the payroll notification form and who qualify for vacation with pay based on the following schedule:

- After 1 year employment – 1 week vacation
- After 2 years employment – 2 weeks vacation
- After 4 years – 1 additional day
- After 6 years – another additional day
- After 8 years – another additional day
- 10 years employment – 3 weeks vacation
- 12 years employment – 3 weeks vacation plus 1 day
- 14 years employment – 3 weeks vacation plus 2 days
- 16 years employment – 3 weeks vacation plus 3 days
- 18 years employment – 3 weeks vacation plus 4 days
- 20 years employment – 4 weeks vacation
- 25 years employment – 4 weeks vacation plus 2 days

All vacation schedules are subject to building principal or supervisor approval and must be requested at least five days in advance. Notification of approval/disapproval will be provided by the supervisor or his/her designee within two business days of the request.

Attendance Incentive

The Attendance Incentive is provided for all employees working at least twenty (20) hours per week on the payroll notification form. An incentive will be paid to bargaining unit members each school year who have excellent attendance. Personal Business Days, Personal Illness Days, and Family Illness Days will be included for the computation of this

incentive. The payment will be made at the end of the school year, after certification of attendance can be made. The following incentive schedule will be implemented:

<u>Days Used</u>	<u>2006-07 Incentive</u>	<u>2008-09 Incentive</u>
0 days	\$225	\$250
1 day	\$175	\$200
2 days	\$125	\$150
3 days	\$75	\$100

ARTICLE 7 MEDICAL/DENTAL COVERAGE

Health Insurance

Available for any employee (and dependents) working at least twenty (20) hours per week on the payroll notification form. Board pays up to 80% of the cost of the plan for dependent coverage; 95% of the cost of the plan for individual coverage for the 2006-07 school year. Board pays up to 82.5% of the cost of the plan for dependent coverage; 95% of the cost of the plan for individual coverage for the 2007-08 school year. Board pays up to 85% of the cost of the plan for dependent coverage; 95% of the cost of the plan for individual coverage for the 2008-09 school year. An employee who qualifies for retirement may elect to continue in the health plan if they remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually or annual basis as the retiree desires based on the rates as charged the board by the carrier.

Dental Insurance

Available to any employee (and their dependents) working at least twenty (20) hours per week on the payroll notification form.

ARTICLE 8 RETIREMENT BONUS

Individual must be eligible to retire from New York State Employees Retirement System and must choose one of the following:

- A. Payment shall be based on 25% of total accumulated sick leave upon effective date of retirement. The Individual will be paid at their daily rate in effect upon date of retirement.
- B. Employees may elect, instead, to have the former sick leave/retirement option which is outlined as follows: Any employee who has served in the district for fifteen years or longer will be entitled to \$15.00 per day for each day of unused sick leave up to a maximum of 100 days at retirement.

Retirement benefit payments will be paid in December of the year of retirement.

The employee must notify the district in writing six months prior to the effective date of retirement to qualify for the retirement benefit. Notification must be in the form of a letter of resignation.

ARTICLE 9 SALARY

Pay Scale

Increase returning employee's salaries by:

- 2006-07 4% increase of 2005-06 base salary
- 2007-08 4% increase of 2006-07 base salary
- 2008-09 4% increase of 2007-08 base salary
- 2009-10 4% increase of 2008-09 base salary

In addition, returning cafeteria employees will be given an additional \$.25 in 2006-07 and 2007-08.

Starting Salaries (minimum)

	2006-07	2007-08	2008-09	2009-10
Food Service Helper	\$7.15	\$7.36	\$7.58	\$7.81
Teacher Aide	\$7.89	\$8.13	\$8.37	\$8.62
School Bus Attendant	\$7.89	\$8.13	\$8.37	\$8.62
Health Aide	\$9.32	\$9.60	\$9.89	\$10.19
Custodial Worker	\$8.48	\$8.73	\$8.99	\$9.26
Custodian	\$9.01	\$9.28	\$9.56	\$9.85
Building Maintenance Worker	\$9.98	\$10.28	\$10.59	\$10.91
Groundskeeper	\$9.98	\$10.28	\$10.59	\$10.91
Typist	\$9.69	\$9.98	\$10.28	\$10.59
Cook Manager	\$9.01	\$9.28	\$10.56	\$9.85

Second Shift Premium

Second shift employees (those employees who have a majority of their shift fall between the hours of 4:00 PM and 7:00 AM) shall be entitled to a second shift premium of 20 cents per hour. Second shift employees may be temporarily assigned to first shift at the discretion of their supervisor; in such cases the premium shall remain in effect.

Overtime

Twelve-Month Employees

Employees assigned to work on a scheduled paid holiday will receive double time pay for time worked.

Employees will receive time and one-half pay for time actually worked in excess of forty (40) hours per week. Personal time and vacation will constitute time worked for purposes of overtime qualification. Other forms of leave time will not constitute time worked.

Custodial, Maintenance, and Grounds

Overtime in the Custodial, Maintenance, and Grounds department will be handled as follows:

- A. General overtime, excluding weekend building checks and emergency assignments as listed below, will be assigned using a voluntary list beginning with the most senior bargaining unit member and rotating down the list with each assignment.
- B. Weekend building checks will be assigned using a voluntary list beginning with the most senior bargaining unit member and rotating down the list with each assignment. The District may include one, two, or all of the buildings in any weekend assignment. Bargaining unit members assigned will receive time and one-half pay for time worked regardless of hours worked per week.
- C. Emergency assignments will be made from a list of all employees and the District has the ability to assign employees as needed.
- D. Under any overtime assignment, the District may assign specific individuals under special circumstances or special needs as long as such assignment is within the bargaining unit members job description.
- E. Under any voluntary assignment above, if the list results in no volunteers, the District may assign individuals from the list of all employees in reverse order of seniority rotating down the list with each assignment.

Pay Options

Ten-Month Employees

Ten-month employees covered by this agreement may choose to be paid in either 21 or 25 pays per school year excluding bus attendants, food service workers and other employees with variable hours.

Longevity Bonus

Yearly bonuses for continued service to the district will be paid to permanent employees on the following basis:

2006-07

<u>Years Service</u>	<u>12-Month Employees</u>	<u>10-Month Employees</u>
5-9 Years	\$175	\$175
10 Years	\$275	\$225
15 Years	\$275 Additional	\$225 Additional
20 Years	\$325 Additional	\$275 Additional

2008-09

<u>Years Service</u>	<u>12-Month Employees</u>	<u>10-Month Employees</u>
5-9 Years	\$200	\$200
10 Years	\$300	\$250
15 Years	\$300 Additional	\$250 Additional
20 Years	\$350 Additional	\$300 Additional

An employee working less than full time will receive their bonus on a pro-rated basis.

ARTICLE 10

SENIORITY

Seniority defined – Seniority shall be defined as total continuous service within the job title in the District. Separate seniority lists will be maintained for each of the following positions:

- Building Maintenance Worker
- Bus Attendant
- Cook Manager
- Custodial Worker
- Food Service Helper
- Groundskeeper
- Health Aide
- LPN
- Teacher Aide
- School Monitor

Layoff

Seniority within the job title shall be the primary factor governing layoffs of employees. However, when the District determines that job skill or experience requires exception to seniority, it may implement such by notifying the President of the Association.

ARTICLE 11

WORKING CONDITIONS

Custodial Uniform

Each twelve-month custodial worker and maintenance worker shall, upon employment, receive four (4) sets of uniforms consisting of four (4) pants, four (4) button down long or short sleeved shirts and four (4) tee shirts. These uniforms will be expected to be worn during work hours. It will be the responsibility of the employee to maintain these uniforms. At the beginning of each year, employees may replace uniforms. Each

employee will be given up to twelve (12) units for replacement per school year (New employees hired in the previous school year will have the units prorated). The following units apply:

Pants	two (2) units
Button shirts	two (2) units
Tee shirts	one (1) unit

The supervisor will have final approval on the mix of replacement uniforms ordered.

Change in Working Conditions

If an employee's working conditions are to be changed, the District will make an effort to notify and explain the change with as much lead-time as possible.

Evaluations

All employees will be evaluated annually by June 15th of the current school year.

Lunch

Each unit member whose workday is five (5) or more hours shall receive an unpaid thirty (30) minute duty free lunch period. Night shift unit members (those employees who have a majority of their shift fall between the hours of 4:00PM and 7:00AM) whose workday is five (5) hours or more shall receive a thirty (30) minute paid meal period, duty responsibilities may be subject to District needs.

Probationary Period

All newly hired employees or employee promoted to a new position shall be subject to a probationary period of 8-52 weeks. Employees shall be notified of the duration of their probationary period, any extensions to their probationary period, and satisfactory completion of their probationary period. Newly hired employees shall receive benefits.

Emergency School Closing Days & Early District Dismissal Days

Ten-month employees may work on days school is closed for emergencies and early district dismissal days only if approved by their immediate supervisor.

Workshop Days

Ten-month employees may work or attend workshops only if approved in advance by their immediate supervisor.

Work Year

1. The District will provide each ten-month instructional support staff employee with a calendar for the year. This calendar will include the identification of holidays, vacation days, superintendent's days, parent-teacher conference days and half days dedicated to curriculum and staff development.
2. Using the above calendar the business office will be able to calculate and provide a predictable income.

3. All ten-month Teacher Aides, Health Aides and LPN's will work a minimum of one hundred eighty-one days per year between the start of school and June 30 including the first conference day. Should a ten-month Teacher Aide, Health Aide, or LPN be approved by the Superintendent to work a conference day (other than the first one) the employee will be paid at the employee's hourly rate for the time approved. Should a ten-month Teacher Aide, Health Aide or LPN be required to work beyond the one hundred eighty one days in order to be present for all student attendance days, two weeks advance notice will be given and the employee will be paid for the additional time.

Snow Days

Twelve-month employees may take a personal day if they are unable to get to work. The three (3) day notice will be waived but notification must be made as early as possible after declaration of snow day by administration. Excluded are custodial employees required to plow snow.

New Employees

New employees shall receive a packet of information as soon as practicable after hiring. The information should include retirement information, salary and benefit package.

Job Postings

Unit vacancies will be posted for a period of three (3) business days.

ARTICLE 12 SUBCONTRACTING

1. Services now performed by bargaining unit members shall not be performed by any non-unit member or subcontracted to any other party without negotiations with the following exceptions:
 - a. students or other temporary employees
 - b. supervisors
 - c. emergency or extra-ordinary circumstances
 - d. BOCES shared services

It is understood that there is no entitlement to overtime.

2. Should the employer decide to subcontract any additional unit work not performed by current employees, it may do so provided the decision to subcontract does not subsequently replace or reduce the number of employees.

ARTICLE 13 SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not

be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 14
STATEMENT OF SECTION 204-a
OF THE CIVIL SERVICE LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 15
MISCELLANEOUS

Zipper Clause

This Agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

The following is effective September 2004:

This agreement shall represent all employees' rights, privileges and benefits granted by the employer to its employees; and unless specifically and expressly set forth in this agreement, all practices and benefits previously granted are not in effect.

Training

When an employee attends training outside the workday that is mandated by the District, or mandated to keep his/her District required certification to do his/her job, the District will compensate the employee at his/her hourly rate.

License/Certification

When an employee is required to have a license, excluding driver's licenses, or certification in his/her job title, the District will compensate the employee for said cost.

Time Clock

All bargaining unit members will use a time clock to document employment.

ARTICLE 16
DURATION OF AGREEMENT

This contract shall become effective on July 1, 2006 and shall continue in effect through June 30, 2010.

Bainbridge-Guilford Support Staff
Association

James R.M. Donoghue
President

6-1-06
Date

Chief Executive Officer
Bainbridge-Guilford Central School

Jason Blinn
Chief Executive Officer

6/1/06
Date

NB/njg
cwa 1141
L2006-20010

APPENDIX A –Statement of Grievance

Grievance No. _____

BAINBRIDGE-GUILFORD SUPPORT STAFF ASSOCIATION
Bainbridge, New York

Statement of Grievance

Date: _____

Stage: _____

Aggrieved Party _____

Position _____

Provision Violated _____

Time and Place Event or Condition Existed _____

Nature of Grievance _____

Identity of Party and/or Association Responsible for Said Grievance

Redress Sought _____

Signed _____

Employee

Signed _____

For the Association