AGREEMENT
BETWEEN
QUEENSbury UNION FREE SCHOOL DISTRICT

AND

QUEENSbury NURSES ASSOCIATION
JULY 1, 2018 – JUNE 30, 2022
# QUEENSBURY SCHOOL NURSES CONTRACT

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**APPENDIX A**

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RECOGNITION AGREEMENT
BOARD OF EDUCATION
OF
QUEENSBURY UNION FREE SCHOOL DISTRICT
AND
QUEENSBURY NURSES ASSOCIATION

This agreement is made as of the 1 day of October, 2018 by and between the Queensbury Union Free School District Board of Education (hereinafter referred to as “the School Board”) and the Queensbury Nurses Association (hereinafter referred to as “the Association”). This agreement is negotiated pursuant to Article 14 of the Civil Service Law of the State of New York.

ARTICLE I
RECOGNITION

Section 1

The School Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for Nurses employed by the School Board, excluding all other employees, supervisors, managerial employees, and confidential employees.

Section 2

Part-time employees who are scheduled to work less than 15 hours per week will not be included in the collective bargaining unit represented by the Association. Part-time employees who are scheduled to work 15 hours or more per week shall be included in the collective bargaining unit represented by the Association.
ARTICLE II

PRINCIPLES

1. Right to join or not to join. It is further recognized that the nurse has the right to join or not to join a nurse organization but membership shall not be a prerequisite for employment or continuation of employment of any nurse.

2. This recognition constitutes an agreement between the School Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The School Board and the Association recognize that Queensbury School System must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

3. It is recognized that members of the Nursing staff perform an essential function in facilitating the educational program, and that the success of this program in the district depends upon the maximum utilization of the abilities of Nursing personnel who are satisfied with the conditions under which their services are rendered.

4. The official District professional employee personnel file shall be in the Central Office, or at a location in the School District determined by the Chief School Officer.

5. A nurse and/or his/her designee may inspect the contents of the nurse’s personnel file upon request. Pre-employment materials are exempted.

6. A copy of any material in the nurse’s personnel file will be made available free of cost upon request except such requests will be reasonable both in regards to the number of items to be copied and the number of nurses making the request at any one time.

7. Nothing may be added to this personnel file that has not been first given to the nurse. The nurse will sign and date said material indicating that he/she has seen it but in no way demonstrating an agreement as to its contents. In the event that a nurse refuses to sign any materials to be included in the file, an officer of the Association may be called upon to provide acknowledgement.
8. No material shall be placed in the nurse's file unless it is signed and dated by the author.

ARTICLE III

DUES DEDUCTIONS AND ASSOCIATION RIGHT

Section 1. The School Board agrees to deduct from the wages of each nurse in bargaining unit from whom it has received a currently effective written authorization executed by such individual nurse in amounts certified by the Association and agreed to by such nurse, and will transmit such monies within fourteen (14) days after collection to the Association or its designee.

Section 2. The affected employee and Association, jointly and severally agree to relieve the School Board of any liability and indemnify and hold the School Board and its members harmless from and against any and all claims, demands, suits or other form of liability, including reasonable attorney fees, that may arise out of, or by reason of, the action of withholding the dues deduction by the District pursuant to the provisions of this Article.

Section 3. The School Board agrees to also deduct from the wages of each nurse in the bargaining unit from whom it has received a currently effective written authorization executed by such individual nurse for contributions to the TCT Federal Credit Union.

ARTICLE IV

GENERAL

The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provisions of this Agreement or any application of the Agreement to any nurse or group of nurses shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

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 THEREFOR,
SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE V
COMPENSATION

Section 1 - Notification of Salary

Nurses will receive written notice of their salary for the new budget year at least thirty (30) days prior to July 1 each year, providing a contract for the school year beginning in July has been agreed to for at least thirty (30) days. In the event a contract has not been agreed to for at least thirty (30) days prior to July 1, nurses will receive salary notices within thirty (30) days after the contract is signed. To be eligible to move to the next step in July, a nurse must be employed on January 1 or before.

Section 2 - Salary

The attached salary schedule shall apply from July 1, 2018 to June 30, 2022 for those nurses on the schedule. In addition, those employees who have completed thirteen years of service with the School District shall receive a longevity of $500 added to their annual salaries; those who have completed nineteen years of service with the School District shall receive a longevity of $700 added to their annual salaries. Such longevities shall not be cumulative. Part-time nurses shall receive the designated longevities on a prorated basis in the same proportion as the nurse’s part-time hours. The School Board of Education may exceed a salary schedule at its discretion. There will be no retroactive pay or benefits for those not employed by the School District as of the date of the execution of this Agreement.

Section 3 - Workdays

The workday and worktimes will be the same as for classroom teachers working ten (10) months. Nurses will be expected to assist with physicals in the summer and will be paid on a prorata basis. If two nurses are employed in the Elementary School, the School District may schedule one nurse to start the workday fifteen (15) minutes after the other nurse, and will end the workday fifteen (15) minutes after the other nurse. Any Nurse called in after regular hours
will be guaranteed at least two (2) hours pay. This does not include time immediately before or
immediately after a regular workday or prescheduled work. All overtime must be authorized and
have the prior approval of the nurse's supervisor, except in the case of an emergency.

Section 4 - Calculation of Hourly Rate

The Nurse's hourly rate, for the purpose of additions to or deductions from the Nurse's
pay, will be calculated in the following manner. The individual nurse's annual wage divided by
180 days divided by six and one-half (6 ½) hours.

Section 5 - CPR Requirement

As a condition of employment with the School District, each Nurse must obtain and
maintain certification for Cardio-Pulmonary Resuscitation (CPR).

Section 6 - Bachelor's Degree in Nursing

A nurse who has obtained a Bachelor's degree in nursing shall receive a $500 stipend per
year.

Section 7 - Lead Nurse

A nurse who is appointed to be the Lead Nurse by the School District shall receive a
stipend of $3,250 per year.

Section 8 - Summer Work

Full-time nurses may be requested to work up to 5 days (part-time nurse — .5 days) with
authorization of the Director of Physical Education, Health and Athletics to be scheduled during
July and August for data management services and physicals at a full day stipend of $200 per
day or $100 per half day.

ARTICLE VI

INSURANCE BENEFITS

Section 1 - New York State Disability Insurance

All Nurses appointed to work on a permanent basis at least fifteen (15) hours per week,
ten (10) months a year, will be entitled to disability insurance.
Section 2 - Health Insurance

Part-time employees who are scheduled to work less than 30 hours per week are not eligible to receive Health, Dental or Prescription Drug Insurance. Eligible Nurses of the school district will be granted the same health insurance plan, benefits and contribution levels as the Faculty Association for the duration of this agreement.

Section 3 - Dental Insurance

Eligibility for dental insurance is the same as for health insurance. Eligible Nurses of the School District will receive the benefits and contribution levels specified in the Faculty Association contract.

ARTICLE VII
SICK LEAVE

Section 1

Nursing personnel must be employed by the district at least three (3) months before being eligible for sick leave. Nurses shall be entitled to fifteen (15) days of sick leave for each school year for: personal illness, quarantine, illness in the immediate family. Unused days of sick leave will accumulate to a maximum of two hundred and fifty (250) days. Effective June 30, 2003, the maximum accumulated sick leave days will be increased from 250 days to 265 days.

Section 2

If a nurse is absent and applying for benefits under the workers' compensation insurance carried by the school, no sick time will be paid for periods when Workers' Compensation pay is received.

Section 3

Unit members who were hired before July 1, 2015 and who retire pursuant to the New York State Employees' Retirement System (NYS ERS) with at least twelve (12) years of service in the Queensbury Union Free School District and those hired on or after July 1, 2015 and who retire pursuant to the New York State Employees' Retirement System (NYS ERS) with at least
fifteen (15) years of service in the Queensbury Union Free School District and those hired on or after July 1, 2019 with at least sixteen (16) years of service in the Queensbury Union Free School District and who retire pursuant to the New York State Employees’ Retirement System (NYS ERS) and who are members of the District’s health and dental insurance program at the time of retirement will have options of converting four (4) accumulated sick days for one (1) month of health insurance; two (2) accumulated sick leave days for one (1) month of dental insurance; or six (6) accumulated sick leave days for one (1) month of health and dental insurance.

ARTICLE VIII

PERSONAL LEAVE

Section 1

All requests for personal leave must be applied for on a form designated for that purpose and submitted to the nurses’ immediate supervisor.

Section 2

Only absences for such emergency personal business as cannot be scheduled on other than a workday may be approved. Personal leave may not be scheduled immediately preceding or following holidays, breaks, or vacations. Bargaining unit employees will no longer be required to provide reasons for personal leave.

Section 3

No more than two (2) days personal leave per year may be granted.

Section 4

Leaves of absence without pay or benefits may be granted to a nurse for up to one (1) year at the discretion of the district.

Section 5

In the event that the request for absence for personal leave is of such a nature that the nurse would prefer not to discuss the matter with her immediate supervisor, the request can be
made directly to the Assistant Superintendent for Business. In cases involving intimate personal
concerns or where privacy is a matter of urgency, the Assistant Superintendent for Business may
grant the personal day based solely on the request for the leave.

Section 6

Employees will be allowed to convert 2 unused personal days to one sick leave day at the end of the year. Effective July 1, 2010, if a nurse uses one personal day, the remaining unused personal day may be converted to the nurse’s sick leave at the end of the year.

ARTICLE IX
BEREAVEMENT LEAVE

In the event of death in the immediate family (mother, father, grandparents, wife, husband, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren), bereavement leave of up to five (5) consecutive school days will be granted with pay for each occurrence. Required and approved attendance at any other funeral will be considered a personal day. These days are to be used within 15 calendar days of the death of any immediate family member covered by this provision except if some of the 5 days are needed for spring internment, and shall not be accrued from one school year to the next school year.

ARTICLE X
JURY DUTY

Time will be allowed for all nurses who are required to report for Jury Duty. Any money received for Jury Duty, which was earned during a time when normally working, will be deducted from the pay of the nurse.
ARTICLE XI

NEW YORK STATE EMPLOYEES' RETIREMENT

The School District offers the retirement plan with option 41J (permitting nurses to use sick time for retirement) to eligible nurses of the School District.

ARTICLE XII

RIGHT OF REEMPLOYMENT

When a nurse must leave employment due to family crisis, she will be given first choice in the same or an equivalent job when it opens providing she has indicated a desire to return to work.

ARTICLE XII

NOTICE OF VACANCY

The Association will be given notice of vacancies in all positions represented in this agreement. This notice will be given at least fourteen (14) days prior to the filling of the vacancy. Notices of Nursing job openings will be sent to the president or other designated official of the Association at least one (1) day prior to being sent to the newspaper for advertising. Nurses who desire to apply for such vacancies shall submit their applications in writing to the designated administrator within the time period specified in the notice.

ARTICLE XIV

RECOGNITION OF IMPROVEMENT

Nursing supervisors will advise the Assistant Superintendent for Business of nurses who attend a course to improve their job knowledge and nurses may submit requests to attend a course to be considered by the School District. Such information will be brought to the attention of the School Board of Education. If the School District advises a nurse, in writing, to take a course, any tuition, lab fees and book expenses paid by the nurse shall be reimbursed to the nurse.
by the School District.

ARTICLE XV

SENIORITY

Section 1

If any Nursing position in the School District is abolished or terminated, the services of any nurse covered by this agreement having the least seniority within that position or comparable job position will be terminated. The decision on comparability will be made by the School District.

Section 2

The School District will maintain the seniority list and will update the seniority list at least annually. The School District will provide a copy of the Seniority list to the Association.

ARTICLE XVI

NURSE EVALUATION

Section 1

Any evaluation sheets completed on nurses will be reviewed with the nurse, and the nurse will be given an opportunity to sign the sheet.

Section 2

Every effort will be made to conduct evaluations or observations for the purpose of evaluations at least once each school year for all nurses who have been employed by the School District for at least sixty (60) days.

Section 3

Any evaluation sheets completed on nurses will be reviewed with the nurse. No material will be placed in a nurse's personnel file unless the nurse has had an opportunity to see and sign it beforehand and add comments. The nurse will receive a copy of the evaluation sheets after she has signed it or had the opportunity to sign it. If a nurse refuses to sign, the School District may have a witness sign to acknowledge that the nurse had the opportunity to sign it.
ARTICLE XVII

NURSE GRIEVANCE PROCEDURE

The parties hereby agree to the following procedures in handling grievances:

1. **First Stage:** When a grievance is made by a nurse, the nurse should orally and informally confer with his immediate supervisor or superior endeavoring to resolve the problem.

2. **Second Stage:** If the grievance is not resolved informally at the first stage, the nurse may request in a written statement a review of the determination of the immediate supervisor or superior by the School Superintendent, or his designee. The School Superintendent, or designee, shall render a decision in writing to the aggrieved party and the Association within thirty (30) calendar days of receipt of the employee’s written statement.

3. **Third Stage:** If the aggrieved nurse is not satisfied with the decision of the School Superintendent, or his designee, the nurse may appeal directly to the School Board of Education. Such an appeal shall be made in the form of written statement directed to the School Board of Education with copies to the immediate supervisor or superior involved and to the School Superintendent. Such appeal shall be made within five (5) calendar days after the School Superintendent has rendered his decision at the second stage. The grievance shall then be presented to the School Board of Education by the Aggrieved nurse at the next regularly scheduled Board meeting, provided the appeal is made at least ten (10) calendar days prior to the School Board meeting. Any appeal made less than ten (10) calendar days prior to the next regularly scheduled Board meeting may, in the discretion of the School Board be considered at the next subsequent Board meeting. The School Board of Education will render its final decision within ten (10) calendar days after said meeting.

4. **Fourth Stage:** If the aggrieved nurse and the Association are not satisfied with the decision of the School Board of Education, the aggrieved nurse and the Association may, within ten (10) calendar days from the date of the receipt of the decision request that the grievance be submitted to Arbitration. The request shall be made to the President of the School Board of
Education. The Association shall then notify the American Arbitration Association and the parties will be bound by the rules and procedures of the American Arbitration Association.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion regarding the issues. The arbitrator shall have no power to add to, subtract from, modify or expand the provisions of this Agreement, and shall consider the precise issue presented to him. The arbitrator's decision shall be final and binding on the parties.

5. **General Provisions:** The following shall apply to this entire grievance procedure:

   (a) The parties agree to use the grievance form attached hereto.

   (b) A grievance is defined as a claimed violation of this agreement with respect to its application or interpretation.

   (c) Throughout all stages of the grievance procedure, the aggrieved nurse may have a representative who may either be an attorney or any other person selected by the nurse.

   (d) All hearings shall be confidential.

   (e) The written grievance referred to in the Second and Third Stages of the grievance procedure shall be presented in document form stating the name and position of the aggrieved nurse, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said events or conditions, a statement of the specific nature of the grievance, including the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and reasons for dissatisfaction with action taken thus far to resolve the grievance, and the remedy sought by the aggrieved nurse. However, a grievance that occurs during the last two weeks of the school year may be forwarded to the School Superintendent, in writing, within the first two weeks of the succeeding school year.
(f) No written grievance shall be entertained, and such grievance shall be deemed waived, unless the written grievance was forwarded to the School Superintendent at Stage Two within fifteen (15) calendar days after the aggrieved nurse knew, or should have known, of the act or condition upon which the grievance is based. A certified letter will be accepted as a grievance over a recess period.

(g) Failure to comply with the time limits set forth in this grievance procedure is intended to be, and shall be, considered a bar to the continued processing of any grievance or legal action, and shall be deemed abandoned, unless mutually agreed upon in writing by both parties.

(h) Any decision of the School Board of Education may be appealed to the Commission of Education under the Education Law, if such remedy is available thereunder.

(i) The preparation and processing of grievances and the administration of this grievance procedure, shall not be conducted during hours of employment, with the exception of the First Stage herein.

(j) The cost of the arbitrator’s fees will be shared equally between the parties.

**ARTICLE XVIII**

**SCHOOL CLOSING**

When school is closed, Nurses will follow the same policy as the faculty with the exception of days they are required to attend and assist in physicals. Part time nurses will be paid for School District snow days based on the part time nurse’s regularly assigned hours, up to a maximum of 3 hours per day.

**ARTICLE XIX**

**JOB DESCRIPTIONS**

The School District will provide the Association with a copy of all job descriptions within the bargaining unit within six (6) months of the date of the signing of this agreement. Thereafter, where job descriptions are modified or new classifications are established, the
Association will be provided copies of the new job descriptions within sixty (60) calendar days of its modification or establishment.

ARTICLE XX

BREAK TIME

Section 1

Nurses who work seven (7) hours or more per day shall be provided thirty (30) minutes of break time per day. Where practicable, such break time shall be divided into one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

Nurses who work seven (7) hours or more per day shall be provided with an unpaid thirty (30) minute lunch break each day. During such lunch break, the nurse may leave the School District property. If there is an emergency and the nurse is required to provide emergency nursing services during the scheduled lunch break, the nurse will be paid for such time worked.

ARTICLE XXI

UNEMPLOYMENT INSURANCE

Nurses who do not work for the School District during vacation periods or holiday recesses will be returned to their employment immediately following such vacation period or holiday recess unless notified to the contrary by the School District. This provision is only intended to satisfy the requirements of Section 590.11 of the New York State Labor Law.

This Agreement can be revised, reopened or modified only by joint agreement of the parties.
IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the day and year first above written.

QUEENSBURY UNION FREE SCHOOL DISTRICT

BY: [Signature]

QUEENSBURY NURSES ASSOCIATION

BY: [Signature]
Queensbury Nurse Association  
Salary Schedule

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GRIEVANCE FORM

Grievant’s Name: ____________________________________________

Building: __________________________ Job Title: ______________________

Date Written Grievance Presented: _______________________________________

Contract Provision(s) Alleged To Be Violated: ________________________________

Names of Persons Involved: _____________________________________________

Time and Place Alleged Violation: _________________________________________

Statement of Grievance Issue: ____________________________________________

_____________________________________________________________________

Settlement Desired: ____________________________________________________

_____________________________________________________________________

Dated __________________________ Signed ________________________________

Grievant

Administrator’s Reply: _________________________________________________

_____________________________________________________________________

_____________________________________________________________________

Dated __________________________ Signed ________________________________