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MILLVILLE BOARD OF EDUCATION

Millville, New Jersey

AGREEMENT

Between:

Millville Board of Education

And

Millville Teachers Association

Effective Date:

July 1, 1976 through June 30, 1978

Agreement Date:

June 21, 1976

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### **PREAMBLE**

This Agreement entered into this 21st day of June, 1976, by and between the Board of Education of Millville, hereinafter called the "Board", and the Millville Teachers Association hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Millville Public Schools is their primary aim.

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

### ARMCLE 1

## RECOGNITION AGREEMENT

Pursuant to Chapter 123, Laws of 1974, State of New Jersey, known as "New Jersey Employer-Employee Relations Act". the Millville Board of Education recognizes the Millville Teachers Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full time certificated personnel under contract to the Millville Board of Education included herein:

Classroom Teachers
Librarians
Nurses
Special Teachers in the fields of Art, Reading, Music and Physical Education
Learning Disability Specialists
Reading Specialists
Speech Therapists
Visiting Teachers and Social Workers
Department Chairmen

### but excluding:

Superintendent
Assistant Superintendent
Business Manager
Principals
Assistant Principals

and all other employees of the Millville Public Schools not enumerated in the unit described in the inclusion set forth above.

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

# NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 Deadline Date
- The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 30th of the calendar year preceding the calendar year in which this Agreement expires. The Association shall furnish to the Board at such time, all of its proposals, at the first meeting.
- 2:2 Any Agreement so negotiated shall be submitted for ratification by the Association and approval by the Board. If ratified and approved it shall be signed by the parties.
- Nothing in Chapter 123 shall be construed to annul or modify, or to preclude the renewal or continuation of any agreement heretofore entered into between any public employer and any employee organization, nor any provision of Chapter 123 shall annul or modify any statute or statutes of this State.
- 2:4 The Board agrees that representatives designated or selected by public employees for the purpose of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in an election conducted by the commission as authorized by Chapter 123 shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members so long as (a) the majority representative is informed of the meeting; (b) any changes covered by the agreement or modifications in terms and conditions of employment are made only through negotiation with the majority representative and (c) a minority organization shall not present or process grievances.

- This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2:6 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

# GRIEVANCE PROCEDURE

- A "grievance" shall mean a complaint by a teacher or teachers that there has been a personal loss, or injury because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting teacher(s). A grievance to be considered under this procedure must be initiated by the teacher within twenty-one (21) calendar days from the time when the teacher(s) knew or should have known of its occurrence.
- PURPOSE The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to griavances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 3:3 PROCEDURE

- 3:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3:3.2 It is understood that teachers shall, during and not withstanding the pendency of any grievance, continue to
  observe all assignments and applicable rules and regulations of the Board until such grievance and any implementation thereof shall have been fully determined.

## 3:3.3 Extension of time

Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in this Grievance Procedure shall be recognized. An extension or contraction of time at any given level may be mutually agreed to.

### 3:4 LEVEL ONE

Any teacher who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at that level.

### 3:5 LEVEL TWO

If, as the result of the discussion, the matter is not resolved to the satisfaction of the grievant within seven (7) calendar days, he shall set forth his grievance in writing to the principal specifying: (a) nature of the grievance; (b) date of occurrence; (c) basis of grievance; (d) dissatisfaction with the previous decision;)(e) redress sought; (f) steps of grievance and outcome. The principal shall communicate his decision in writing to the grievant within seven (7) calendar days of receipt of the written grievance.

### 3:6 LEVEL THREE

The grievant, no later than seven (7) calendar days after receipt of the principal's decision may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the teacher and the principal.

### 3:7 LEVEL FOUR

If the grievance is not resolved to the teacher's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee, thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

### 3:8 LEVEL FIVE

No claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four, if it pertains to:

- 3:8.1 Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- 3:8.2 Dismissal or failure to renew the contract of a non-tenure teacher.
- 3:8.3 A complaint by a certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3:8.4 If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to a violation of this agreement between the Board and the Association, the employee may request the appointment of an arbitrator. Such request to be made known to the Superintendent by certified mail, receipt returnable, no later than fifteen (15) calendar days after the decision, in writing, of the Board.
- 3:8.5 Such request can be honored only if the grievant of grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal until after the grievance procedure has been exhausted.
- 3:8.6 Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.
  - a. A joint request shall be made to the American Arbitration Association, to submit a rester of persons qualified to function as arbitrator in the dispute in question.

- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the American Arvitration Association to submit a second list.
- c. If the parties are unable to agree, within fourteen (14) calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board. The findings of the arbitrator shall be binding upon the parties.
- 3:9 Cost of Arbitration
- 3:9.1 Each party shall bear the total cost incurred by them-
- 3:9.1 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
- 3:9.2 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay.
- 3:10 Miscellaneous
- 3:10.1 Commencing with Level Two of the Grievance Procedure the grievant may be represented by a representative selected or appointed by the Association. The Association shall be apprised of all formal grievances commencing with Level Two. Such apprisal shall be made by both parties submitting carbon/xerox copies of the documents submitted pertaining to the grievance in question. Such submission shall take place as follows:
  - a. Grievant shall submit such copies simultaneously to the recipientdesignated in the Grievance Procedure and to the Association's president.
- 3:10.2 Forms for filing grievances are attached herswith.
- 3:10.3 Documents used in processing grievances shall be maintained in a separate folder than the permanent personnel folder.

# RIGHTS OF THE PARTIES

- Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- 4:2 No teacher shall be disciplined without just cause.
- Representatives of the Association shall be permitted to transact official association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval has been granted by the appropriate administrator. Such approval shall not be withheld unreasonably.
- The Association or its representatives shall have the right to use school facilities at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.
- The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Associmenting notices provided copies are presented in advance for posting to the appropriate administrator.
- 4:6 The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, which approval shall not be withheld unreasonably.
- 4:7 Referring paragraphs 4:4, 5, and 6, the official stamp of the Association, or signature of an Association officer, shall appear on all posted items.

- 4:8 Required Meetings or Hearings:
- Whenever any teacher is required to appear before the Board of any committee, or any member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. If, by mutual consent of the parties, hearings are held during school hours, persons proper to be present shall suffer no loss in pay.
- 4:9 Criticism of Teachers:
- 4:9.1 Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and rot in the presence of students, parents, or other public gatherings, unless public disclosure is required by law. The Association agrees that its members and officers will accord similar treatment to board members, administrators and supervisors concerning their educational functions.
- 4:10 Association Identification:
- 4:10.1 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates provided such pins are in good to ste.
- 4:11 Information:
- 4:11.1 The Board agrees to make available to the Association in response to reasonable requests from time to time available information concerning the educational program and the financial resources of the district, that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request.
- 4:12 Leave for Association President:
- 4:12.1 The Board may grant full leave without pay to the president of the Association during his term in office according to a schedule submitted by the president prior to the beginning of each school year.

- 4:12.2 The Board, at its sole discretion, may, when educationally feasible, release the Association President from non-academic assignments such as homeroom and study halls to carry out Association business.
- 4:13 Exclusive Rights:
- 4:13.1 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other similar teacher organization.

# TIME REQUIREMENTS

- As a professional, a teacher is expected to devote to his work the time necessary to accomplish the task at hand. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. The school day for teachers shall not exceed seven (7) hours and thirty-five (35) minutes in the secondary schools and seven (7) hours and thirty-five (35) minutes in the elementary school consecutively, except where, as a part of their professional responsibility, teachers are required to attend department and other professional staff meetings designed to provide meaning-ful professional growth or clarify school business in general.
- Teachers may be required to remain after the end of the time set forth in 5:1 without additional compensation for the purpose of attending faculty or other professional meetings three (3) times each month. Such meetings shall begin no later than fifteen (15) minutes following the end of the pupil day and shall run for no more than sixty (60) minutes, if additional time is needed, students shall be dismissed early. Teachers shall not be required to clock in and out by hours and minutes but shall indicate their arrival and their departure from the building by initialing the appropriate column of the faculty sign-in/sign-out roster. Such roster shall be easily accessible to the teacher.
- Teachers may leave the building during their scheduled duty free lunch periods provided they have notified the school office and initialed the appropriate column in the faculty sign-in/sign-out roster.
- In general and except under emergency conditions required attendance at faculty meetings will not occur on Fridays or days preceding a holiday.
- Elementary Class room teachers shall be granted preparation time during the time a specialist in the fields of Art, Music, Physical Education, or Library Sciences is in charge of their class. The Board will, therefore, make reasonable effort, to the extent possible, to secure spec-

ialist substitutes for special teachers absent a full day because of sick or personal leave.

- The teachers in-school work year shall not be in excess of one hundred eighty-seven (187) school days required attendance, for the 1976-(78) school years, five (5) days of which are designated as snow days and shall be eliminated from required attendance if unused. Teachers newly employed may be required to attend an extra four (4) days for orientation.
- 5:6 The individual teaching contract for non-tenure personnel shall concern a thirty (30) days notice clause in the event of termination of either of the parties.

### ARTICLE 6

#### CLASS SIZE

The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class sizes, as specified by the New Jersey State Department of Education, represent desirable goals. The administration shall sit with the people involved for the purpose of their input prior to the implementation of any new substantive instructional program.

### ARTICLE 7

## SPECIAL SERVICES

7:1 It is recognized that particular special services are necessary in order to provide a balanced education program.

Such services will be provided so as to met State requirements, unless an exception is granted by the State.

# EXTRA CURRICULAR ACTIVITIES

- The Board and the Association agree that the extra curricular activities listed in Schedule B are educationally worthwhile. Therefore, the Association agrees that for the salary considerations set forth herein the Board, in the absence of sufficient applications to fill all positions, may assign faculty members to fill said positions. Further, that the refusal of a faculty member to accept the assignment by the Board shall constitute a breach of this agreement and the employment contract of the indivisual teacher, thereby subjecting the individual to disciplinary action by the Board.
- 8:2 Salary:

Salaries for extra curricular activities shall be compensated in accordance with the rate of pay set forth in Appendix B attached herewith.

- 8:3 Applications for the vacant positions in the extra curricular matrix shall be open to all certificated personnel employed in the Millville Public Schools.
- 8:4 Coaches who use their own automobiles in the performance of their duties, including scouting, shall be reimbursed for all such travel at the rate of thirteen (13) cents per mile.
- 8:5 Half credit for experience shall be given when employing staff members for vacancies occurring in positions covered by Schedule B providing such prior experience shall have been in the field as the new assignments herein covered.
- 8:6 Individuals will not assume duties under this contract unless employed in writing.
- 8:7 The Board reserves the right to delete positions from or add positions to the Schedule B. Matrix or to transfer personnel from one school to another where such transfer is indicated.

## ARMCLE 9

# CON- TEACHING DUTIES

- 9:1 The Millville teachers shall not be required to perform the following duties:
  - a. Cafeteria supervision, traffic direction and playground supervision at lunchtime shall not be required
    by teachers in the elementary school. In addition,
    teachers at the High School and Jr. High School shall
    not be required to supervise traffic direction in the
    parking lot.
  - b. Collection of money from students except as prescribed in the Staff Guide.
- 9:2 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and the Board will endeavor to substitute professional assignments for non-teaching duties in progressive stages. The Board's intent shall not constitute a subject for grievance.
- 9:3 Transporting Students:
- 9:3.1 Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance written approval of his principal or immediate supervisor. Compensation shall be at the rate of thirteen (13) cents per mile for the use of his own automobile. Nurses and social workers will continue to transport students at the discretion of the Administration and will be paid approved mileage.

### SALARIES

10:1 Salary Schedule 10:1.1 Salaries of all teachers covered by this Agreement are as set forth in Schedule A which is attached hereto and made a part hereof. 10:2 Method of Payment 10:2.1 Each teacher employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. 10:2.2 Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June. . 10:3 Payday shall be scheduled on the Friday on or before the 15th and 30th of each month. 10:4 Teachers shall receive their final checks on the last working day in June. 10:5 Teachers who may be required to use their own automobiles in the performance of their duties, including home instruction, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of thirteen (13) cents per mile for all driving done between/among schools. 10:6 The hourly rate for home instruction shall be set at six (6) dollars per hour. 10:7 The Board agrees to deduct Association dues pursuant to law and the Commissioner's Rules and Regulations, and to deduct for payroll savings plans pursuant to State

Regulations appropriate thereto.

# PROFESSIONAL IMPROVEMENT

- The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of educational performance and attitudes. The Board and the Association support the principle of continuing training of the professional staff and the improvement of instruction.
- 11:2 To work toward the end stated above, the Board agrees to implement the following at the beginning of the 1973-74 school year:
- 11:2.1 To pay the full cost of six (6) credits, in any one school year, taken beyond the Bachelor's degree, with approval of the Superintendent. A school year for credit purposes shall be defined as the period between September 1st and August 31st.
- 11:2.2 To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, in-service training sessions or other such sessions with the approval of the Superintendent and the Board where policy so requires.

# ASSIGNMENTS, . REASSIGNMENTS, AND TRANSFERS

- 12:1 Assignments:
- 12:1.1 Teachers presently employed shall be given notice of tentative class and/or subject assignments and building assignments for the forthcoming year not later than the last pupil day in June.
- 12:1.2 Prior to April 30th of each year, non-tenure teachers shall receive notification of the Board's intention to renew or not to renew their contracts for the ensuing year. Such notice will be issued in writing by the office of the Superintendent.
- 12:1.3 Teachers shall return proffered contracts, signed or unsigned, to the Board two weeks after the contracts have been issued to the teachers.
- 12:1.4 The Superintendent chall make every effort to assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has approved the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- 12:2 Teacher Transfer and/or Reassignment Voluntary:
- 12:2.1 During the school year, the Superintendent shall post, in all school buildings, notifications of vacancies and job requirements for positions as they occur. Copies of all job postings will be sent to the Association President on a twelve (12) month basis. Such notification shall be given to the Association President 15 days prior to the dead-line date.
- 12:2.2 Teacher requests for reassignments shall be submitted in writing, via the principal, to the Superintendent of Schools.
- 12:2.3 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. It will be the policy of the Board to make all transfers within the system effective September

- 1, in order to avoid disrupting existing classes. However, if it is practical to effect transfers during the school year without excessive disruption of the school system, transfers shall be made at any time upon the recommendation of the Superintendent and approval of the Board. If interim appointments are deemed to be necessary for the well being of the school system, such interim appointees shall not have prior consideration for the position the following September 1.
- 12:2.4 In the event that emergencies arise to bring about changes in schedules, class and/or subject assignment or building assignments after the last payday in June, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be reviewed between the Superintendent or his representative and the teacher affected.
- 12:3 Teacher Transfer and/or Reassignment Involuntary
- 12:3.1 It is recognized that some transfers or reassignments of teachers may be made on an involuntary basis; notification of such transfers shall be made on an individual basis.
- 12:3.2 No involuntary transfers or reassignments shall be made after September 1 unless necessitated by an extreme emergency.
- Under this article transfers shall be made at the recommendation of the Superintendent and the approval of the Board. Such determination by the Board shall be deemed final and not subject to the arbitration provision set forth in Article 3.

# TEACHER EVALUATION

- Supervisory reports are to be issued to non-tenure teachers at least four (4) times each year and to tenure teachers at least once (1) each year. Such reports shall be two narrative and two form.
- At least once each year each principal, or his designee of equal rank, shall have a conference with each teacher, at which time the evaluation of the teacher shall be reviewed. The teacher shall sign the evaluation to indicate that he has read it. Such signature shall not indicate concurrence with the contents of the evaluation. All such evaluations shall be maintained in the teacher's personnel file.
- If any written notice or written reprimand is given to a teacher such notice or reprimand shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher involved and a signature acknowledgment by that teacher. The teacher shall have the right to submit a written answer to such material and this answer shall be attached to the file copy of the material in question.
- 13:4 The Board shall have the right to dismiss any teacher for just cause under provisions of Title 18A.
- A teacher shall have the right, upon request, and reasonable notice to review the contents of his personnel file.

  A teacher shall be entitled to have a representative of the Association accompany him during such a review.
- No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel files unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to a copy of the material with the express understanding that such signature in no way indicates agreement with the contents thereof.
- Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and brought to the attention

of the teacher. If, after investigation, an account of said complaint is to be placed in the teacher's file, the teacher shall be given an opportunity to respond to and/or refute such complaints and shall have the right to be represented by the Association at any meetings or conferences regarding such complaints.

However, should a teacher refuse to sign material referred to in this article, the principal shall invite the designated representative of the Millville Teachers Association (building representative) to witness the fact and the opportunity to affix his signature acknowledging that the opportunity was presented; and said building representative shall sign to indicate his knowledge of the circumstances.

### EDUCATIONAL ADVISORY COUNCIL

- 14:1 A joint Educational Advisory Council consisting of four (4) representatives for the Board of Education, including the Superintendent of Schools, and four (4) representatives of the Association appointed by the Association is hereby established. Chairmanship shall rotate yearly between a representative from the Board and Association. The Council shall meet at least four (4) times a year and advise and consult the Board on such matters as school calendar, teaching hours and teaching load, class size, education specialists, non-teaching duties, teachers employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teacher, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational specifications for buildings. teacher responsibilities, and other matters regarding the effective operation of the school district.
- 14:2 The Educational Advisory Council shall establish rules of procedure. The Council shall appoint its own chairman.
- 14:3 The Council shall meet by prepared agenda.
- 14:4 The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council concerning the topics suggested in 14:1 above.
- The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in 14:1 above. The Council, in preparing its recommendation for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for minority reports if any, pertaining to its recommendations.
- 14:6 The Board reply to the recommendations of the Council setting forth in writing their reaction to such recommendations within a reasonable period of time, as indicated by the nature of the recommendations.

- 14:7 All reports and recommendations outlined above in 14:5 shall be in writing.
- 14:8 Meetings shall generally be held during evening hours, usually beginning at seven-thirty p.m.
- The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$300.00 annually to provide for expenditures related to the work of the Council.

### LEAVE OF ABSENCE

- 15:1 Sick Leave:
- An employee is entitled to an annual leave of absence on account of personal illness for a period of fifteen (15) school days at full pay.
- 15:1.2 If any person requires in any school year less than this specified number of days of sick leave with pay allowed, a maximum of ten (10) days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- A maximum total allowance of five (5) days per year, which shall be deducted from the total fifteen (15) days granted for sick leave under provision 15:1 shall be granted for a combination of the following reasons, except that two (2) of the days for death in the immediate family, if required, shall not be deducted from the total days in 15:1.1 above.
- 15:2.1 Death in the Immediate Family: Immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child, or other relative living with the family.
- 15:2.2 Serious illness in the immediate family: Immediate family same as 15:2.1 above. Maximum days that may be used for this is three (3) days in any one year.
- 15:2.3 Personal Days: An employee is entitled to an annual leave of absence on account of the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two (2) school days at full pay. Such leave of absence must receive prior approval by the Superintendent upon the written application of the employee.
- School Business: Permission may be granted by the Superintendent for teachers to attend meetings or conventions concerning school business and also to visit a designated school for not more than one (1) day each year without loss of pay.

- 15:4 Maternity:
- Any regularly appointed teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth.
- 15:4.2 The Board shall not remove any teacher from her duties during pregnancy, except on any one of the following bases:
  - a. Performance: Her teacher performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
    - the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
    - 2. the Board's physician and the teacher's physician agree that she cannot continue teaching, or
    - following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the teacher and the Board, shall be appointed to examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
  - c. Just Cause: Any other "just cause" as defined in N.J.S.A. Title 18A.
- 15:4.3 The Board shall grant maternity leaves of absence without pay to pregnant teachers under the following terms and conditions:

- a. Any tenured or non-tenured teacher seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at the time she notifies the Superintendent of her pregnancy. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the date which she desires to return from said leave of absence. The Board shall grant such leave of absence with the requested commencement date, and date of return, which commencement date may be any time prior to birth.
- Any tenured or non-tenured teacher may return to work within the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence and shall have specified the month when she desires to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenure teacher granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if she makes application at least three (3) weeks prior to the commencement date of her leave of absence and subject to the provisions of Paragraph 3 (d) of this Article.
- c. The Board shall not be required to extend the leave of non-tenure teachers beyond the school year for which they were hired. Non-tenure teachers wishing to return for the following school year shall be considered by the Board for re-employment for the following year.
- d. Any tenured teacher may return to work subsequent to the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence. Any such teacher shall be

permitted to return to work at the beginning of any of the two (2) school years following the school year in which her leave commences, provided such teacher has given the Board written notice of her intention to do so not less than six (5) months prior to the beginning of the school year in which she wishes to return.

- Except as otherwise provided in this Article, no tenure or non-tenure teacher shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each such teacher shall be required to file, at least two (2) weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that, if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in paragraph 2 (b) (3) of this Article.
- Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which she actually returns from such leave) provided she has completed at least ninety (90) days or more of service to the district in the year in which the leave commences.
- 15:5 The Board reserves the right to request a statement of health from said teacher's physician and further reserves the right to require the leave to start sooner or later should her condition (mental or physical) warrant this action.
- In no case does she have the right to be reinstated without Board approval. A teacher under tenure may request
  a maternity leave without pay or not more than two (2)
  years from September of the year in which she requests
  the leave. If granted, she will return as a tenure teacher.

## TEACHER ADMINISTRATION LIAISON

- 16:1 Building Level Faculty Council
- 16:1.1 The Association shall appoint a Faculty Council for each school building which shall meet with the Principal at least once a month during the school year for the duration of the school year. Said Council shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than three (3) members.
- 16:2 Areas for Faculty Council Consideration:

Areas for consideration by the Council shall include but not be limited to school building level discussions regarding:

- a. Administration of this agreement
- b. Facilitation of programs and recommendations of the Educational Advisory Council establish in Article 14 of this agreement
- c. Revision and development of building policies and practices
- 16:3 Meetings with Superintendent:

The Association's representatives may meet with the Superintendent or his designee at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

#### INSURANCE

- The Board shall provide employee and dependent coverage at the rate of one hundred percent (100%) of the cost, Blue Cross, Blue Shield, Rider J, and Major Medical coverage by such staff who elect to have this coverage, as provided by the N. J. State Health Benefits Plan.
- 17:2 For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.
- 17:3 Each teacher who elects coverage, shall receive during the Second year of this Agreement a Blue Cross of N. J. (or) equivalent) employee prescription plan (\$1.00 Deductible, Co-Pay.)
- The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.

### ARTICLE 18

### DEPARTMENTAL CHAIRMEN

- 18:1 For Departmental Chairmen at the Senior High, Memorial High, Rieck Avenue School, and Holly Heights, the Board and the Association agree to the following conditions.
- 18:1.1 Remuneration shall be at the rate specified in Appendix B.
- Department heads shall not write rating or evaluation reports regarding teachers, nor shall they make written recommendations for employment or re-employment or continuing employment unless and until such department chairmen shall posess a valid current Supervisor's Certificate issued by the New Jersey State Board of Examiners.

## SABBATICAL LEAVE

- 19:1 Sablutical Leave: A teacher may be granted "sabbatical leave" under the following conditions:
- 19:1.1 Must have completed seven (7) years' service in the school district, the last four (4) years must have been consecutive.
- 19:1.2 Shall be reimbursed at the rate of half salary for a full year or full salary for one-half year.
- 19:1.3 Requests for sabbatical leave must be received by the Seperintendent in writing on such forms as designated by the Board no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.
- 19:1.4 The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the district.
- 19:1.5 The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization. The above policy shall be waived for those persons engaged in a program leading to a Doctor's Degree.
- 19:1.6 Requests for sabbatical leave on a basis other than the criteria established herein shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.
- 19:1.7 Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

- Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half (1/2) per year of service except in the case of death or total disability of the employee.
- 19:1.9 A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the Board upon completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the administration, shall be furnished by the individual during the leave period.

# MISCELLANEOUS PROVISIONS

- 20:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
- 20:1.1 The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.
- 20:1.2 In the case of a strike, the Board may apply for an injunction against the Association.
- 20:1.3 The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.
- The School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

- 20:2.1 To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote, and transfer all such employees:
- 20:2.2 To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board:
- 20:2.3 To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature:
- The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- 20:2.5 Nothing contained herein shall be considered to deny or restrict, the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
- If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

- It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- Copies of this Agreement shall be printed or mimeographed at the expense of the Board, and distributed to the members of the bargaining unit promptly.
- 20:8 Notices under the Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Board at:

23 North High Street

Millville, New Jersey 08332

To the Association at:

P. O. Box 544

Millville, New Jersey 08332

#### RETIREMENT BONUS

Upon retirement from the Millville School System, each teacher who has at least one hundred (100) accumulated sick days, which were earned in the employment of the Millville Board of Education, shall receive a bonus of twenty-five percent (25%) of the pro-rata rate of the starting salary for the bachelor degree guide for all such accumulated sick leave days.

### ARTICLE 22

#### DURATION OF AGREEMENT

- This Agreement shall be in effect as of July 1, 1976 and shall continue in effect until June 30, 1978 subject to the following provisions:
- Appendix A & Appendix B shall be negotiated for the 1977-1978 school year in accordance with Chapter 123, P.()1974.
- This agreement is in part subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.
- In witness whereof, the parties hereto have caused this Agreement on the day and year (first) above written.

22:3 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MILLVILLE TEACHER'S ASSOCIATION

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	, .j			President	

Attest:

Secretary

MILLVILLE BOARD OF EDUCATION

by Mirl, Bet

Attest:

Secretary

Signed: <u>6-24-76</u>

Date

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ВЛ	9100	10,100	10,400	001,01	11,000	11,300	11.600	000'71	12,400	12,800	13,100	13.400	13,800	4,200	14,600	15,000	15,500	15,900	-
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ANY NON-VERDEE TEACHER WHO IS CERTIFICATED SHALL RECEIVE IN ADDATION TO THE ARONE GUIDE - 150.4 FOR 30 CREDITS BEYOND THE CERTIFICATE; 3300.0 FOR 60 CREDITS BEYOND THE CERTIFICATE; AND 450.4 FOR 90 CREDITS BEYOND THE GERTFICATE.

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Grades 9-12		
	1976-77 Salary Range	Annual Increments
tball Head Coach	02/00-100-	-
rechall Assistant Coach	\$1400-1900	\$100
Football Assistant Coach	650-1050	11
Football Assistant Coach	650-1050 650-1050	11
Football Assistant Coach	650-1050	il .
Football Assistant Coach	650-1050	11
Football Assistant Coach	650-1050	
Football Assistant Coach	650-1050	14
Football Assistant Coach	650-1050	11
Football Assistant Coach	650-1050	18
	930-1030	14
Basketball Head Coach	\$1000-1400	19
Basketball Assistant Coach	550- 950	11
Basketball Assistant Coach	550- 950	
Basketball Assistant Coach	550- 950	
Wrestling Head Coach	\$1000-1400	n
Wrestling Assistant Coach	550- 950	17
Wrestling Assistant Coach	550- 950	11
Wrestling Assistant Coach	550- 950	T .
Becahall W. J. e		
Baseball Head Coach	\$ 900-1300	n ·
Baseball Assistant Coach	450- 850	11
Baseball Assistant Coach	450- 850	14
P ball Assistant Coach	450- 850	
Soccer Head Coach		
Soccar Assistant Coach	\$ 900-1300	
Soccer Assistant Coach	· 450- 850	11
COOLL MAGINEZANC COREN	450- 850	11
Track Head Coach		
Track Assistant Coach	\$ 900-1300	11
Track Assistant Coach	450- 850	18
Track Assistant Coach	450- 850	10
Track Assistant Coach	450- 850	11
THE THE COACH	450- 850	18
Boys Tennis Head Coach	A ===	
	\$ 500- 900	10
Golf Head Coach-interscholastic	A 222 - 122	
1010410123010	\$ 300- 500	11
Cross Country Head Coach	\$ 500 aaa	
	\$ 600- 900	N .
BOYS - Grades 9 & 10 Intramural Spor		•
Fall (2 coaches)	\$ 250 450	· ·
Vinter (2 coaches)	s 250- 450	11
ioriag (2 coaches)	\$ 250-450 \$ 250-450	11
	0 200- 4530	11
원 <u>) - Gradas 9 &amp; 10</u>		•
		•
Fall (2 coaches)	\$ 250- 450	
Minter (2 coaches)	s 250- 450	1
oring (2 coaches)	\$ 250- 450	17
		III

	•		G
1976 Co-curricular Salary Guide Intramural Sports - continued	Final Copy		(2)
Boys - grade 11 & 12	1976-77	Annual	
	Salary Range		
Fall (2 coaches)	\$ 250- 450	Increment \$100	•
Ther (2 coaches)	\$ 250- 450	3100	
ing (2 coaches)	\$ 250- 450	11	
Girls - grades 11 & 12			
Fall (2 coaches)	\$ 250- 450	•	
Winter (2 coaches)	\$ 250- 450	12	
Soring (2 coaches)	\$ 250- 450	11	
Swimming Head Coach (Interscholastic)	\$ 500	•	
Swimming Assistant Coach	\$ 300		
Equipment Manager			
	s 800-1100	\$100	
Equipment Manager	600- 800	18	
Trainer - Senior High - Fall	\$ 500		_
Trainer -Senior High - Winter	\$ 500		
Trainer - Senior High - Spring	s 500		
·			
Girls Hockey Head Coach	\$ 900-1300	18	
Girls Assistant Hockey Coach	\$ 450- 850	17	
Girls Assistant Hockay Coach	s 450- 350	11	
Girls Basketball Head Coach	s 800-1200	11	
Girls Assistant Basketball Coach	s 350- 750	12	
Gi-1s Assistant Basketball Coach	s 350- 750		
s Assistant Baskatball Coach	\$ 350 -750	11	
Girls Tannis Head Coach	\$ 500- 900	. 15	
Girls Softball Head Coach	\$ 600-1000	11	
Cheerleaders Head	\$ 400- 800	11	•
Cheerleaders Assistant	\$ 400		

\$ 200- 500

In the future all attempts will continue to be made to avoid any discriminating practices concerning coaching positions held either by male or female employees.

Color Guard

1	3/

- 1976 Co-curricular Salary Guide	Final Copy	
Miscellaneous	1976-77 Salary Range	Annual Increments
Forensics and Debata nsics and Debata Assist.	\$ 500- 900 \$ 300- 500	\$100
Drama Director-Senior High Drama Director Assistant - S. H.	\$ 600-1000 \$ 400	
Drama Director-Memorial Drama Director Assistant - Memorial	\$ 400- 700 \$ 300	\$100
Stage Craft Manager - S. H. Stage Craft Manager - Memorial	\$ 600- 900 \$ 300- 500	\$100
Publications		•
Fattler Head Assistant Forch Head	\$ 500- 800 \$ 300- 500 \$ 600- 900	19 19
fusic		
Band Diractor Band Assistant	\$ 700-1000 \$ 500- 700	18 18
Tocal - S. H. Tocal - Memorial	\$ 400- 800 \$ 400- 800	18 18
i latra	\$ 500- 900	10
eccompanist .	\$ 200	
ienior Class Variety Show Director	\$ 300	•
WA-Public Address System Coordin S.H.		
rublic Relations - S. H.	\$ 500 \$ 300	,
upervisor of Admissions	\$ 500- 800	\$100
itudent Council Advisor - S. H. itudent Council Advisor - Memorial	\$ 4 <b>00</b> \$ 300	
Class Advisor - grade 9 grade 10 grade 11 grade 12	\$ 250 \$ 300 \$ 350 \$ 400	
COROT Society - S. H.	\$ 400	
Mon-Certificated:	\$500 plus 25.00 per	teacher in the department
- Certificated:	\$800 plus 25.00 per	teacher in the department

1976 Co-curricular Salary Guide	Final Copy	
<u> </u>	1976-77 Salary Range	Annual Increments
Bacon Culver Mt. Pleasant/Western	\$ 150 \$ 150	
Rieck Ave. Wood	\$ 150. \$ 300 -	
Holly Heights	\$ 150 \$ 300	
Public Relations Bacon	\$ 150	
Culver Mt. Pleasant/Westarn	\$ <b>.15</b> 0	
Rieck Ave.	\$ 150 \$ 300	
Wood Holly Heights	\$ 150	
_	\$ 300	
Publications	•	•
Rieck Ave. (Jetliner) Eclly Heights	\$ 200 \$ 200	•
Gr.6 &7 Intramural Sports Coordinator All seasons - Rieck Ave.	\$ 300	
& 8 Intramural Sports Coordinator All seasons - Holly Heights	\$ 300	
CIECK AVE - grades 6 & 7-Boys Intramural (2 coaches) Fall	<u>ls</u> \$ 250- 450	·
(2 coaches) Winter	\$ 250- 450	\$100
(2 coaches) Spring	\$ 250- 450	10
iradas 6 & 7 - Girls Intramurals	•	
2 coaches) Fall	\$ 250 - 450	12
2 coaches) Winter 2 coaches) Spring	\$ 250 - 450	18
DLLY HEIGHTS - grade 6-8 - Boys Intramu	\$ 250 - 450 rals	<b>18</b>
2 coaches) Fall		
2 coaches) Winter	\$ 250 - 450 \$ 250 - 450	if
2 coaches) Spring	\$ 250 - 450	II .
irls Intramurals - grada 5-8		
Z aches) Fall	\$ 250 - 450	10
2 Chaches) Winter	\$ 250 - 450	18 <u>.</u> 19
2 coaches) Spring .	\$ 250 - 450	18

## APPENDIX C

# GRIEVANCE FORM

(a)	The nature of the grievance:
(b)	The date of occurrence:
(c)	The basis of the grievance:
(£)	The grievant is dissatisfied with the previous decision in the following way:
•	
e)	. The grievant seeks the following redress: