

MASTER CONTRACT

BETWEEN THE NORTHWEST CO-OP TEACHER'S UNION

LOCAL 3169, A.F.T., A.F.L.-C.I.O.

AND THE

BOARD OF MANAGERS

OF THE

NORTHWEST INDIANA SPECIAL EDUCATION COOPERATIVE

July 1, 2024 through June 30, 2025

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MASTER CONTRACT

ARTICLE I

AGREEMENT

This contract is made and entered into on this 13th day of November, 2024 by and between the Board of Managers of the Northwest Indiana Special Education Cooperative, hereinafter referred to as the "Board" and the Northwest Cooperative Teachers Union, Local 3169, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II

RECOGNITION

The Board, in accordance with Indiana Code 20-29 and the certification of the Indiana Education Employment Relations Board, State of Indiana, recognizes the Union as Exclusive Bargaining Representative for teachers in the Northwest Indiana Special Education Cooperative.

The term "teacher" used in this Agreement shall mean all full-time certificated employees employed by the Northwest Indiana Special Education Cooperative under a uniform regular teacher's contract or uniform temporary teacher's contract except for the following, which shall be excluded: Executive Director, Assistant Director, District Directors, and IEP Facilitators.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance is defined as any claim by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of the collective bargaining agreement in effect between the Northwest Coop. Teacher's Union, Local 3169, A.F.T., A.F.L.- C.I.O., and the Board of Managers of the Northwest Indiana Special Education Cooperative.
- B. The purpose in this procedure is to secure, at the lowest possible administrative level, equitable disposition of the grievances that arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- C. If an individual teacher has a complaint which he/she wishes to discuss with any member of the Administration, he/she is free to do so without recourse of the grievance procedure.
- D. The grievant is granted the right to be represented at any stage of the grievance procedure by a representative of the Union.
- E. If, in the judgment of the Union, a grievance affects a group or class of teachers, if it is not relevant to the initial steps of the grievance procedure, the Union may submit such

grievance in writing at the level deemed appropriate in the formal grievance procedure, provided, however, the grievance identifies at least one individual grievant.

- F. Step I (Informal). In the event that a teacher believes there is a basis for a grievance, he/she shall within thirty (30) school days of the date he or she knew or should have known of the alleged violation of the collective bargaining agreement first discuss the alleged grievance with his/her district director, either personally or accompanied by his/her representative of the Union. The purpose of this meeting will be to attempt to resolve the matter informally.
- G. Formal Grievance. If a grievance still exists after the informal discussion with the district director, the teacher may invoke the formal grievance procedure on the attached grievance form set forth in Appendix A. The grievance form will be available in the Director's Office.
- H. Step II (Director of Cooperative and/or his/her Designee). The grievant may submit within fifteen (15) school days of the informal meeting to the Director a completed "grievance report form," showing the date he or she knew or should have known of the alleged violation of the collective bargaining agreement, a statement of the nature of the grievance and the provisions of the contract allegedly violated and the relief sought. The grievance form must be signed by the Union's grievance committee chairperson before the grievance can be advanced.

Within ten (10) school days of his/her receipt of the grievance report form, the Director and/or his/her designee shall meet with the grievant and/or his/her representative in an effort to resolve the grievance. Within ten (10) school days of the meeting, the Director and/or his/her Designee will indicate in writing his/her disposition of the grievance and forward his or her written response to the grievant by completing his/her portion of the grievance report form, Step II, and forward copies of it to the grievant and to the Union's grievance committee chairperson.

- I. If the grievant is not satisfied with the disposition of the grievance by the Director or his/her designee, the grievant(s) may submit within ten (10) school days of the meeting with the Director an appeal of the grievance to the Board. Within ten (10) school days of its receipt of the grievance or as otherwise required to comply with the notice provisions of the Open-Door Law, the Board will meet with the grievant(s). Within ten (10) school days of the meeting with the grievant(s), the Board shall indicate in writing its disposition of the grievance and forward its written response to the grievant(s). The decision of the Board shall be final and binding.
- J. The time limits in this article shall be strictly observed, but may be extended by written agreement of the parties.
- K. In the event a grievance is filed on or after May 1, and strict adherence to the time limits may result in a hardship to any party, the Board will use its best efforts to process such grievance prior to the end of the school year or as soon as possible.
- L. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- M. If, within twenty (20) calendar days of receiving a disposition at any level of the grievance procedure the grievant has not proceeded to the next step, the grievance shall be deemed to have been waived.

- N. The Board and the Union agree that no reprisals will be taken against any teacher who participates in the grievance procedure solely by reason of their participation.
- O. In the event any grievance is processed following the regular school year, all reference herein to school days shall be construed to mean working days.
- P. The election of the Union to process a dispute as a grievance shall constitute an election of remedies and bar the pursuing of the dispute in other forums including, but not limited to, the courts, the Indiana Education Employment Relations Board, and any local, state or federal agency, department or board.

ARTICLE IV

COMPENSABLE LEAVES

All compensable leaves indicated below are relevant to full time teachers.

PTO Leave Days:

1. Each teacher in the bargaining unit shall be given a total of thirteen (13) contract PTO (Paid Time Off) days with pay per school year to be used for illness, family illness or personal business. A teacher must report to work for one (1) day in a given school year prior to being awarded any PTO for that year, unless an exception is made by the Executive Director or designee.
2. PTO days shall be the first used in any given school year and all thirteen (13) days shall be exhausted before any accumulated sick leave days may be used. A maximum of four (4) PTO days can be used consecutively without prior approval of the Executive Director or designee or a doctor's verification.
3. Any teacher in the bargaining unit who starts after the first work day of the school year, will receive a prorated number of PTO days based on their start date.

Accumulated Sick Leave:

1. Unused PTO days shall accumulate as Sick Leave at the end of the school year or upon a teacher's retirement to a maximum of one hundred thirteen (113) days.
2. Accumulated sick leave shall not be used for reasons other than the intended purpose. Accumulated sick leave shall not be used to extend or take a vacation or a holiday.

If any teacher has accumulated one (1) or more days of sick leave in another public school corporation in the State of Indiana and shall thereafter become employed by the Northwest Indiana Special Education Cooperative, then there shall be added to the teachers accumulated Sick Leave for the second and each succeeding year of such employment, up to three (3) sick leave days until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted.

- A. Bereavement. An additional leave of up to five (5) school days excluding legal holidays, shall be allowed following the death of the employee's spouse, parents, children, brother, sister, father-in-law, mother-in-law, or person living in the same home as part of the family.

Up to three (3) school days, excluding legal holidays, shall be allowed following the death of the employee's grandparent, grandchild, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, or nephew. These days are not cumulative.

The Director/Designee may grant additional days, if, in his/her judgment, the circumstances warrant such action.

- B. Legal Duty - I. A teacher called for jury duty will be compensated for the difference between the teacher pay and the pay received for the performance of such obligation.

Legal Duty - II. A teacher who is subpoenaed to testify before a judicial tribunal or governmental body shall be compensated for the difference between the teacher's daily rate and the pay received for the performance of such obligation. This paragraph shall not be applicable to situations when the teacher has an interest in the proceedings adverse to the Northwest Indiana Special Education Cooperative's interest or when the teacher is testifying in a proceeding which is for the personal benefit of the teacher.

- C. Workshop or Conference Attendance. Professional growth is encouraged by the Board which may, depending on the educational value to the Cooperative, pay the teacher's salary to attend the conference or workshop.

- D. Parental Leave. A teacher whose spouse gives birth to a child or who adopts a child shall be entitled to up to two (2) days of leave without loss of compensation provided said leave is taken within two (2) weeks of the date of the birth (or adoption) of the teacher's child. The Director may require the teacher to provide a copy of the birth certificate of the newborn or written proof of the adoption. These days are not cumulative.

- E. Union President Leave. The Union president or designee will be provided up to ten (10) school days for conducting Union business provided the Union pays the cost of the substitute employed to replace the teacher on President's Leave. It is further agreed that Presidents' Leave days must be taken in at least one-half (1/2) day increments.

- F. Workers Compensation Leave. In the event of temporary disability resulting from an assault and battery while the teacher is acting within the scope of his or her duties, the teacher shall claim Workers' Compensation Benefits. The Board will pay the difference between the amount of disability compensation the teacher receives from Worker's Compensation and the teacher's salary. Absences due to temporary injury resulting from assault and battery while the teacher is acting within the scope of his or her duties will not be charged against the teacher's accumulated sick leave for one hundred eighty (180) working days or the number of days the teacher is entitled to receive disability worker's compensation benefits, whichever is less.

The time lost by a teacher in connection with any incident in this section shall be handled as follows:

1. Time for appearances before a judicial body or legal authorities shall result in no loss of wages or reduction in leave.
 2. Where a teacher is adjudged guilty of a criminal charge or has a judgment entered or settlement made against him/her in a civil case as related to the incident, the Board has no responsibility for pay or loss of accumulated leave. If a teacher is suspended without pay, or as a result of a criminal or civil charge, and subsequently is adjudged innocent of the said charge or charges, the Board shall pay all salary lost as a result of the suspension.
- H. Military Leave. Military leave shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Such leave shall also be granted to any teacher who shall be recalled to active duty from military reserve of any branch of the Armed Forces of the United States.
1. Upon return from such leave, a teacher shall be placed on the compensation plan at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence up to a maximum of four (4) years.
 2. The teacher shall be entitled to re-employment rights which would begin when a vacant position of like status and pay scale can be created by the Board, provided:
 - A) He/she is honorably discharged from the Armed Forces.
 - B) He/she is still qualified and competent to perform the duties of such teaching position.
 - C) He/she applies for re-employment within 60 days after discharge.
 3. Further, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.
- I. Released Time. Teachers shall be released from their classroom duties from time to time to engage in the professional activities listed below. Teachers are required to complete the appropriate leave form for the event, within the specified time frame as outlined in the NISEC Administrative Guidelines and/or Teacher Guideline Document. The Executive Director may approve professional leave for the following purposes. Professional leaves that include reimbursement for expenses incurred by a teacher must be approved by the Board.
1. Inter-class and inter-school visitation.
 2. Attendance at professional conferences and workshops.
 3. Regularly scheduled in-service meetings.
 4. Unscheduled in-service meetings.
 5. Case conference preparation and/or transitional planning.

It is understood that some activities may take place after regular school hours and on weekends. Any teacher involved in board-approved activities after school hours or on weekends or other times during the school year when school is not in session may receive compensation to be determined cooperatively by the Executive Director and the Board. The Board has final authority for approving requests for released time for in-service activities when monetary expenses are being requested for reimbursement.

J. Additional Teaching Background. A leave of absence may be granted any teacher, upon application, for the purpose of participating in the Peace Corps, Teachers Corps, Job Corps, or Volunteers in Service to America, as a full-time participant in such program, provided said teacher states his or her intention to return to the school system upon completion of the program. Upon return from such leave, a teacher shall be placed at the same position on the Compensation Model as they were when they left. The teacher may reapply for another one (1)-year leave within ninety (90) days of the expiration of the first leave.

K. Disability Leave. In the case of a disability arising out of, and in the course of, a teacher's employment that is not covered by Worker's Compensation as provided in Article V, Section G, the Board shall pay the teacher's regular salary in full, with no deduction from the teacher's accumulated sick leave, up to a maximum of fourteen (14) school days until Workers' Compensation payments begin. Upon commencement of Workers' Compensation benefits, the teacher shall be placed on an unpaid leave of absence until the cessation of Workers' Compensation benefits.

ARTICLE V

INSURANCE

A. The health insurance provided to eligible teachers under this paragraph shall be in conformity with the plan for coverage under the Porter County School Employees' Insurance Trust.

A member enrolled in the single membership High Deductible Health Savings Plan will have \$1,000 added to a Health Plan Savings Account annually. A member enrolled in the family membership High Deductible Health Savings Plan will have \$1,800 added to a Health Plan Savings Account annually.

Both plans include unlimited lifetime maximum coverage. This plan or an equivalent plan will be utilized on the following basis:

1. If a teacher elects to enroll in (a ~~Standard~~ PPO Plan) health insurance, the Board will contribute 80% for the member premium.
2. If a teacher elects to enroll in a High Deductible Plan health insurance, the Board will contribute 85% for the member premium for a single plan and 90% for a family plan.

B. **Dental Coverage** - The Board agrees to provide to all eligible teachers up to ten dollars (\$10.00) per month per teacher for single dental insurance coverage, and twenty dollars (\$20.00) per month, per family dental insurance coverage. The coverage shall provide a minimum of twenty-five dollars (\$25.00) deductible with a two thousand-dollar (\$2,000) per year maximum major dental benefit and two thousand-dollar (\$2,000) lifetime maximum orthodontia coverage up to age 23.

C. **Group Term Life Insurance** - The Board shall provide to all eligible teachers of the Special Education Cooperative a group term life insurance policy in an amount, to the nearest \$1,000 no less than 1.5 times the regular base salary of each individual teacher not to exceed \$75,000.

- D. Tax-Sheltered Annuity Program - The Board agrees to continue withholding payments from teachers participating in the tax-sheltered annuity program.
- E. Vision Care - The Board agrees to provide vision insurance for each employee, subject to the conditions outlined below. NISEC will provide an option for additional vision care coverage for family members.
1. The coverage provided will be for employees only, with an option for the employee to purchase family coverage.
 2. The employee pays a one time fee of \$7.79 towards the annual premium cost. Any additional premiums beyond the cost of single coverage are the responsibility of the employee.
- F. A retiring teacher who: (i) is at least 55 years of age on or before the teacher's retirement date but who will not be eligible on that date to qualify for Medicare coverage, and (ii) will have completed at least twenty (20) years of creditable employment with a public employer on or before the employee's retirement date, ten years of which must have been completed immediately preceding the retirement date, and (iii) will have completed at least fifteen (15) years of participation in TRF on or before his/her retirement date, is eligible to maintain single or family participation in the Cooperative's group medical insurance plan so long as the retiring teacher pays the full premium cost of the elected insurance participation and is not eligible for Medicare.

G. RETIREE INSURANCE

1. Benefit. The Board will contribute an amount equal to the amount it contributes for an actively employed teacher who selects single coverage in the retiring teacher's last year of service with NISEC, provided the retiring teacher meets the eligibility requirements set forth herein. The retiring teacher shall be responsible for any increase in the cost of the annual premium for single coverage after the effective date of teacher's retirement. In the event of a reduction in premium, the amount the Board will contribute for a retired teacher will not be more than 98% of the amount the Board contributes for a currently employed teacher. The retiring teacher may also elect to participate in NISEC's dental plan at the retiring teacher's sole cost and expense.
2. Eligibility
 - A. A retiring teacher who was hired by NISEC prior to July 1, 1995 and has at least twenty (20) years of service with NISEC at the time of retirement, with the last ten (10) years being contiguous years of service, who qualifies pursuant to the provisions of the Indiana Public Retirement System will be eligible for the paid retiree health insurance described in paragraph 1 above.
 - B. A retiring teacher who was hired by NISEC prior to July 1, 1995 and has at least ten (10) continuous years of service but less than twenty (20) years of service with NISEC and retires with full benefits from the Indiana Public Retirement System will be eligible to receive a prorated contribution toward the single health insurance premium described in paragraph 1 above which shall be calculated by dividing the retiring teacher's number of years of service by twenty (20).

- C. Employees hired by NISEC on or after July 1, 1995 are not eligible to receive this retiree health insurance benefit.
3. Expiration of eligibility. A retiring teacher's eligibility to receive the benefits described in paragraph 1 above terminates on the earlier of the date the teacher becomes eligible for Medicare or accepts employment which offers health insurance.
4. The retiring teacher may also elect to participate in NISEC's dental plan at the retiring teacher's sole cost and expense.
- H. A committee of four members (2 Union members and 2 Administrators and/or their designee) will meet as needed to review the benefits plan.
- I. Section 401(a) Plan. The Board agrees to establish an IRS Code Section 401(a) retirement plan ("401(a) PLAN") for certificated school employees hired on or after July 1, 1995. Certificated school employees who were hired before July 1, 1995 are not eligible to receive this Section 401(a) Plan contribution. The Board agrees to contribute 1.25% (employer paid) on the teacher's base salary. The 401(a) PLAN may not provide for loans or hardship withdrawals. Within the provisions of the IRS Code, the PLAN shall be portable and fully vested for all contributions and earnings after 5 years of employment with the NISEC. Employer contributions shall be paid into the 401(a) PLAN monthly. The plan will be effective July 1, 2005. The plan will have a five (5) year vesting schedule as follows:

Years of Service With NISEC	Vested Percentage
Less than one (1) year with NISEC	0%
1 year of service with NISEC	20%
2 years of service with NISEC	40%
3 years of service with NISEC	60%
4 years of service with NISEC	80%
5 years of service with NISEC	100%

- J. Employee Assistance Plan. The Board agrees to provide an employee assistance program for the teachers, the terms and coverage which shall be determined at the Board's sole discretion. Retired employees shall be ineligible to participate in this program.

ARTICLE VI

SEVERANCE PAY

- A. Severance Pay. Severance pay shall be granted to any teacher who has completed at least ten (10) years of service in the Northwest Indiana Special Education Cooperative. The amount of severance shall be computed on the following basis:

10 through 14 years of service ...25% of the last daily rate of the teacher times the number of accumulated sick days of the teacher.

15 through 19 years of service ...30% of the last daily rate of the teacher times the number of accumulated sick days of the teacher.

20 through 29 years of service ...35% of the last daily rate of the teacher times the number of accumulated sick days of the teacher.

30 or more years of service ...40% of the last daily rate of the teacher times the number of accumulated sick days of the teacher.

Daily rate shall be defined as a teacher's regular school year salary divided by 185 days solely for the purpose of determining daily rate under this article.

For purposes of calculating a teacher's Severance Pay, a teacher's accumulated sick leave is capped at one hundred thirteen (113) days.

- B. When a teacher severs employment from NISEC the remaining sick leave will be paid out using the formula in Section A as a severance payment per the timeframe established under this Article, unless the teacher elects to take their sick days with them as allowed per IC 20-28-9-10. The teacher must provide written notice of retirement and/or intent to sever per Section C in this Article in order to obtain this benefit.
- C. The teacher must inform the Director and the Board in writing no later than April 1 preceding the last contract year of the intention to retire or resign. The failure of notification by the teacher by April 1st may result in a one (1) year waiting period before receiving severance pay as qualified for during the last contract year. The Board may waive this waiting period where the retirement results from the teacher's sudden illness or other unexpected circumstances, and timely notification cannot be made. A teacher, whose indefinite teaching contract is canceled after hearing, as provided for by the applicable statutes of the state of Indiana, shall not be entitled to any severance benefit under this article.
- D. Upon the demise of any employee eligible for severance pay and if any executor, administrator or personal representative has been designated by the court, payment will be made to such executor, administrator or personal representative. Payment may be made to the widow or widower, or if there is no widow or widower, then to the distributees of an estate in accordance with Indiana Law, rulings and regulations.
- E. All compensation for service rendered on teaching contracts will be paid out by the close of the school year (June 30) so full reporting may be made of both compensation and service for the teacher at the close of the school year following which the retirement is to become effective.
- F. Sick Leave Buyback. The Board agrees to buy sick leave days back from those teachers who have more than one hundred (100) accumulated sick leave days at the end of a school year. The value of each unused day will be determined based on the formula in Section A above. The total amount calculated will be deposited into the teacher's Section 401(a) account. The number of days will be figured using the above chart in this section.

ARTICLE VII

PROFESSIONAL COMPENSATION

- A. Board agrees to pay the teacher's required contribution to the Indiana State Teachers Retirement Fund.
- B. The Compensation Model. The Model applies to all certificated staff members. The Compensation Model is determined by factors that would not yield deficit financing per IC 20-29-6-3. The contract term will follow the identified fiscal year and cannot extend past the state budget biennium. Per IC 20-28-9-1.5 NISEC will use Performance Evaluation results and Experience in determining base salary increases for the 2024-2025 school year.
- C. Base Salary Increases
1. Salary Range. \$46,500 - \$85,000, not including current year increases or TRF contributions.
 2. Base Salary Increase
 - a. General Eligibility
 - i. Except as provided in paragraph 2 (a)(ii) below, a teacher who received an evaluation rating of needs improvement or ineffective in the prior school year is not eligible for any salary increase and remains at their prior year salary.
 - ii. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for salary increase.
 - b. Factors and definitions
 - i. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
 - ii. Experience - The teacher has one (1) or more years of total teaching experience. A year of experience is defined in accordance with the INPRS definition.
 - c. Distribution – amounts to be added to a teacher's base salary
 - i. Evaluation rating – \$1,000.00
 - ii. Experience – \$350.00
- The maximum possible base salary increase is \$1,350.00. Experience does not account for more than 50% of a teacher's total base salary increase. (\$350.00 max for experience factor / \$1350.00 maximum possible raise =26%)
- E. Redistribution. Because there are no ineligible returning teachers, there will be no funds remaining to redistribute.
- F. New Hires. The Director shall have the discretion to award teachers hired after October 1, 2013 a full year of experience credit for each year of public-school teaching experience and up to a full year of experience credit for each year of accredited non-public school teaching

experience. *The Director will evaluate the experience, training, degrees and effectiveness of the teacher and the Director shall have the sole discretion to determine where the teacher will be placed on the salary range at the time of the initial hiring of the teacher.* The Director may provide an SLP who supervises an SLPA for a school year a \$5,000 stipend, paid by June 30 at the end of the year they supervised the SLPA or SLPAs. *New hires employed in the 2024-2025 school year who were hired in at a starting base of less than \$47,000 will have their starting base salary readjusted to \$47,000.*

G. Criminal Background check. The NISEC agrees to pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by I.C. 20-26-5-10. This provision shall only apply to current employees and is inapplicable to applicants for employment."

H. Time of Payment. The NISEC Board of Managers will pay the base salary increases described herein not later than 60 days after all State data that is part of the NISEC evaluation plan is received from the State of Indiana and evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to the start of the 2024-2025 school year.

ARTICLE VIII

TERM OF THE AGREEMENT

A. This agreement shall become effective on July 1, 2024 and shall continue in effect through June 30, 2025.

B. The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on 9-16-2024. Electronic participation was not available

A public meeting in compliance with Indiana law was held on October 21, 2024 to discuss the tentative agreement and electronic participation was not available.

ARTICLE IX

RATIFICATION

- A. Ratified by the Northwest Co-op Teachers Union, Local 3169, American Federation of Teachers, AFL-CIO, dated this October 29, 2024.



Lori Brown-Runyon

Lori Brown-Runyon



Rebecca Witkowski

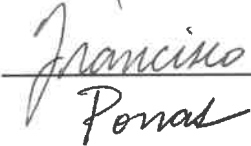
Rebecca Witkowski

- B. Ratified by the Board of Managers, Northwest Indiana Special Education Cooperative dated this November 13, 2024



Larry R. Biggs

Larry R. Biggs



Frank Porras

Frank Porras

APPENDIX A

**NORTHWEST INDIANA SPECIAL EDUCATION COOPERATIVE
GRIEVANCE REPORT FORM**

Grievant: _____ Assignment: _____ Building: _____

Date Grievance Occurred: _____

Statement of Grievance _____ Step: _____ Date Filed: _____

Alleged Violation of Contract:

Relief Sought:

Grievant

NCTU Grievance Representative

Disposition at this step:

APPENDIX A (cont'd)

Director

Date

Grievant and/or Union Position:

NCTU Grievance Representative

Date

Resolution of Grievance:

Director

NCTU Grievance Representative

Date

Date