

# Policy

## Glen Ridge Board of

### Education

#### 4340 GRIEVANCE

The Board of Education shall develop and practice reasonable and effective means for the resolution of disputes that may arise in the employment of support staff members not covered by the terms of a negotiated agreement.

The Board directs that any grievance not provided for by negotiated agreement be resolved by submission to the following grievance procedure, which is designed to promote proper and equitable settlement of grievances at the lowest appropriate level and to facilitate an orderly process for the resolution of grievances.

#### Definitions

A "grievance" shall mean a complaint by a person or persons covered by the Agreement and/or the Association relating to the application of, or interpretation of, any of the provisions of the Agreement, except the following shall not be the basis of any grievances:

1. The method of review as prescribed by law;
2. Any matter where the Board is without authority to act; and
3. The Board's right to hire, re-employ or terminate the services of any prospective or non-tenure employee.

A "grievant" is a person or persons and/or the Association covered by the Agreement asserting a grievance.

A "party in interest" is a person or persons and/or the Association asserting a claim or against whom a claim has been made.

No employee shall be disciplined, reprimanded (excluding employee evaluations) reduced in rank or compensation or deprived of any professional advantage without just cause. Any such asserted action by the Board, or any agent or

representative thereof shall be subject to the grievance procedure herein set forth. Furthermore, the parties agree that only grievances affecting mandatory negotiable terms and conditions of employment as defined by the New Jersey Public Employment Relations Commission (PERC) shall be subject to the just cause provision.

#### Purpose

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of the Agreement.

#### General Provisions

It shall be the general practice of all parties in interest to process grievances during times when they do not interfere with assigned duties. If the Board or the Administration schedule a hearing during the workday, the employees and/or representatives shall suffer no loss of pay.

Any employee shall also have the right to be represented at all levels of the grievance procedure by himself, or at his/her option, by the Association's representative.

#### Time Limits

The number of days at each level shall be considered as a maximum. However, the limits specified may be extended by written agreement of the parties in interest. Failure to file a grievance at any level within the time prescribed in this policy shall constitute a waiver of the grievance. Failure by the Administration or the Board to respond to a grievance within the time prescribed shall automatically advance the grievance to the next step of the process.

A grievance must be filed, in writing, within twenty-five working days of the act or condition on which the claim is based and shall specify the nature of such grievance, the reasons therefore, including reference to the specific provision or provisions of the Agreement in dispute.

Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decisions rendered at that level.

If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the work year, and which, if left unresolved until the beginning of the following work year, could result in irreparable harm to a party in interest the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the work year, or as soon thereafter as is practicable.

## PROCEDURE

### Informal Procedure

An employee with a grievance shall first discuss the matter with the appropriate administrator with or without the Association representative in an effort to resolve the problem informally.

### Level One

If the grievant is not satisfied with the outcome of the informal procedure, the grievant may present the written grievance either directly or through the Association's designated representative to the appropriate Supervisor. The Supervisor shall hold a conference within ten working days of receipt of the written grievance, shall render a written decision within ten working days of the conference. The Supervisor may decline to hold a conference and shall render a written decision within ten working days of receipt of the written grievance. This section does not include extra curricular positions.

### Level Two

If the grievant is not satisfied with the disposition of her/his grievance at Level One, the grievant may, within ten workdays, file the grievance in writing with the Association and the Superintendent.

The Superintendent, or designee, will meet with the grievant in an effort to resolve the grievance within ten workdays after receipt of the written grievance. Within ten workdays after meeting with the grievant, the Superintendent or designee shall render a written decision to the grievant, with a copy to the Association. The Superintendent or designee may decline to hold a conference and shall render a written decision within ten working days of receipt of the grievance.

#### Level Two A

If the grievant is not satisfied with the disposition of his/her grievance at Level Two and the determination was made by the designee, the grievant, may within ten working days file the grievance, in writing, to the Superintendent of Schools. Upon receipt of the written grievance, the Superintendent shall, within ten working days, meet to discuss the grievance with the grievant and/or the Association and every effort shall be made to arrive at a satisfactory solution to the grievance. The Superintendent shall, within ten working days after meeting with the grievant, render a written decision to the grievant with a copy to the Association.

#### Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two or Two A, the grievant may submit a written request within ten work days of the receipt of the written decision under Level Two or Level Two A, to the Superintendent and the Association for a meeting with the Board's Ad Hoc Personnel Committee and representatives of the Association to discuss the grievant's complaint. The written request under Level Three shall specifically describe the points at issue and the reasons for the grievant's dissatisfaction with the decisions rendered at Level One, Level Two and/or Level Two A.

Within ten working days upon receipt of the grievant's written request, the Board's Ad Hoc Personnel Committee, the Association, and the Superintendent shall meet to discuss the complaint and every effort shall be made to arrive at a satisfactory solution to the problem, including recommendations to the Board for courses of action to be taken. The Board's decision shall be rendered in writing to the grievant within ten workdays, copies of the decision being forwarded to the Association.

#### Level Four

If the Association is dissatisfied with the Level Three decision, within fifteen workdays of the receipt of the Level Three decision, it shall notify the Board of Education of its intent to submit the grievance to arbitration. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period of ten days, a demand for arbitration may be submitted to the Public Employment Relations Commission (PERC) by either party.

The arbitrator's decision shall be in writing, shall be submitted to the Board and the Association and shall be final and binding on the parties.

In the event that the arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator where the issue is a questions of contract arbitrability. Jurisdiction shall rest with the Public Employment Relations Commission or Superior Court where the issue is one of the legal arbitrability.

The costs for the service of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and costs of the hearing room shall be borne equally by the Board and the Association. Each party shall pay its own expense incurred in the arbitration, including payment for time and expenses of its witnesses and its designated advisor to the arbitrator.

Each referral to arbitration shall embrace but one such matter in dispute, unless otherwise stipulated by agreement between the Board and the Association.

The arbitrator shall have no authority to:

1. Add to, subtract from, or in any way modify the provisions of this Agreement, or
2. Include in the award an obligation for the Board to make any retroactive adjustment of pay for any period beyond the original date the grievance arose as specified in the grievance.

The decision of the arbitrator made in compliance with the foregoing shall be final and binding, shall be in writing; shall include the reasons for each finding and conclusion, and shall be rendered within thirty days following the date of the last

hearing conducted by the arbitrator, unless there is an extension of such period to abide by the arbitrator's decision.

N.J.S.A. 34:13A-5.3

Adopted: 25 November 2002