

POLICY GUIDE

RIVER VALE BOARD OF EDUCATION
SUPPORT STAFF MEMBERS

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4340 Grievance

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.

For the purposes of this policy, "grievance" means an unresolved problem concerning the application or interpretation by an officer or employee of this district of law, regulations of the State Board of Education, the bylaws or policies of the Board, or the administrative regulations of the Superintendent; "grievant" is a district employee who alleges a grievance or the employee's representative; "party" means the grievant or any person named in the grievance as allegedly having violated a law, bylaw, policy, or regulation; and "day" means a school day.

A grievant may use personal leave time when it becomes necessary to process a grievance during the working day. There will be no reprisal of any kind taken against any employee or employee's representative for participation in a grievance.

Any alleged grievance should, at the first instance, be discussed in one or more private, informal conferences between the parties involved or between the grievant and his/her immediate supervisor. A grievance not resolved in one or more such private meetings may be processed in accordance with the following procedure.

I. Level One:

A grievant shall first discuss his grievance with his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said discussion.

If the grievant is not satisfied with the result of the discussion, within five (5) school days of the discussion, he shall submit his grievance to his immediate superior in writing specifying:

- a) the nature of the grievance;
- b) the results of the previous discussion, and;
- c) the nature of the remedy which is being sought by the grievant.

The immediate superior shall render within ten (10) school days of said written grievance a written decision.

II. Level Two:

If the grievance is not resolved to the grievant's satisfaction within five (5) school days from the written decision referred to on Level One above, the grievant shall submit his grievance to the Superintendent of Schools in writing specifying:

- a) the nature of the grievance;
- b) the results of the previous discussion;
- c) the basis of his dissatisfaction with the determination; and
- d) the nature of the remedy being sought by the grievant.

A copy of the writing called for in the aforementioned paragraph shall be furnished to the school principal, to the immediate superior of the grievant, and to the Association.

Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties shall have the right to be heard.

Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise all parties and their representatives, if there be any, of his determination and reasons therefore.

III. Level Three:

In the event of the failure of the Superintendent to act in accordance with the provisions of the two paragraphs above, or, in the event a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by the grievant, the grievant may within ten (10) school days of the determination by him/her, appeal to the Board of Education for a private hearing which shall be held within twenty (20) school days of the written request for same.

Where an appeal is taken to the Board, there shall be submitted to the parties and the Board by the appellant:

- a) the writing set forth in preceding paragraphs,
- b) a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action, and
- c) any additional written materials as requested by the Board.

A copy of above said statements shall be furnished to the Superintendent and to the adverse party (ies) who shall have the right to reply thereto.

The Board shall make a determination within thirty (30) school days from its receipt of the grievance and shall, in writing notify the grievant, his representative if there be one, the principal, and the Superintendent of its determination and the reasons therefore. This time period may be extended by mutual agreement of the parties.

IV. Level Four:

In the event a grievant is dissatisfied with the determination of the Board, he shall have the right to carry his grievance to arbitration, pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974, as amended and supplemented.

The decision rendered by the arbitrator shall be advisory only, except in regard to the interpretation of this agreement.

A demand for such arbitration shall be made no later than fifteen (15) school days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the grievant and the Board mutually agree upon a longer time period within which to assert such a demand.

The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately and jointly request the Public Employment Relations Commission to appoint an arbitrator. In the event the Commission shall be unwilling or unable to appoint an arbitrator, then a request shall be made to the American Arbitration Association to appoint an arbitrator.

In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant. In addition, it is expressly provided that the arbitrator shall have the power to recommend that the cost of the arbitration services be borne by one party, if in his judgment that party unnecessarily created the need for arbitration, or did so for the purposes of delay, or which party's contentions are deemed by him/her to have been unreasonable and a sham.

The parties agree that any dispute regarding the interpretation of this Agreement shall be submitted to binding arbitration.

C. Miscellaneous

1. A grievant may be represented by him/herself or at his option by a representative selected or approved by the Association. The grievant shall be present throughout each level of the grievance procedure. The Association shall have the right to be present by representative at any hearing and to make its views known.

2. A grievant processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by reason of such grievance.
3. Failure at any step of the procedure to communicate the decision of a grievance within the time limits shall permit the grievant 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 an acceptance of the decisions rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree in writing to extend the time periods specified herein.
4. In the event a grievance is filed by any teacher who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, such teacher shall initiate his grievance at Level Two.
5. A grievance which by its nature cannot be resolved at levels below that of Superintendent may be initiated by the grievant at Level Two; in such cases the procedure in Level One shall apply. It is understood by both parties to this agreement that the purpose of their expedited filing of grievances is to resolve such grievances at their proper level and is not intended to bypass the normal adjudication of grievances at the lowest administrative level.
6. A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the grievant.
7. Until a grievance is fully resolved to the satisfaction of all parties, all personnel covered under this contract, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the tendency of any grievance, until such grievance is duly determined; however, duties shall not be varied as of the day before the grievance was first filed.

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

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