

Appendix F Board Policy for the Establishment of a Grievance Committee

Board Policy for the Establishment of a grievance committee

New Horizons Employee Association

- If by Association, to the Board of Trustees at New Horizons Community Charter School at 45-59 Hayes Street, Newark, NJ 07103
- If by the Board, to Association at New Horizons Employees Association at 45-59 Hayes Street, Newark, NJ 07103

Article XIII –Grievance Procedure

1. A grievance is a claim by an employee(s) or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees. The grievance shall be in writing and set forth the specific contractual provision (s) which is alleged to have been violated. A grievance shall be deemed waived unless it is initiated in writing within twenty (20) school days of its occurrence or within twenty (20) school days of when the teacher knew or should have known of its occurrence.
 2. The term grievant shall refer to the employee(s) or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
 3. A party in interest shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
 4. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 5. Every effort shall be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a formal complaint setting forth facts constituting the grievance. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
 6. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.
 7. The number of days indicated at each level below should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended in writing by mutual agreement. All days referred to in this procedure shall be calendar days.
- Level One- Principal or Director or Immediate Supervisor

If the grievance arises from a decision of the principal or director or immediate supervisor, the grievant shall first discuss it with the principal or director or immediate

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supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

- **Level Two- Board of Trustees**

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within 10 days after discussion at level one or 10 days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Board of Trustees.

- **Level Three- Arbitration**

a. If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within 30 days after a discussion with the Board or 30 days after the grievance was delivered to the Board, whichever is sooner, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rule of this agency shall apply. The decision to file for arbitration shall rest with the Association. The Association shall have 5 days from the receipt of the Board's decision or 35 days after it was delivered to the Board to file for Arbitration. Failure by the Association to file shall be deemed a waiver and an acceptance of the Board's decision.

b. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) consecutive days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of the Arbitrator are the only expenses which will be shared equally by the parties. All other costs shall be borne by the party incurring such costs.

8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
9. The hearing shall be limited to the specific issues set forth in the written grievance. The Arbitrator shall have no authority or power to add or subtract anything from or modify the specific terms or agreements.