

SCHEDULE "A"
GRIEVANCE PROCEDURE

DEFINITION

The term "grievance" shall be defined herein as set forth in Public Laws of 1968, Chapter 303.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance:

The failure or refusal of the Board to renew a contract of a non-tenure supervisor.

PROCEDURE

1. Any aggrieved supervisor who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable), within ten (10) working days following the treatment, act or condition, or ten (10) working days after he/she should have reasonably known of the aforesaid treatment, act or condition which is the basis of his/her complaint. Failure to act within ten (10) working days, as aforesaid, shall be deemed to constitute an abandonment of the grievance.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he/she shall, within seven (7) days, set forth his/her complaint in writing to the Principal. The Principal shall communicate his/her decision to the employee in writing (5 copies), within three (3) days of the receipt of the written complaint.
3. The employee may appeal a decision to each next higher authority in turn. The sequence shall be, employee to the immediate supervisor, to the building principal, to the Superintendent, to the Board of Education. Prior to each appeal, the employee shall (in writing), inform the authority who last rendered a decision of his/her intention to appeal to the next higher authority.
4. If any employee wishes to carry his appeal beyond the level of the building principal, the

employee shall present his full complaint in writing, along with a copy of the principal's decision, and the employee's written reason setting forth the grounds for his/her continued appeal, to the Superintendent within one (1) week of the date of the principal's decision as outlined in #2 above.

5. The Superintendent shall review the materials submitted and discuss the issues with parties involved, and will attempt to resolve the matter as expeditiously as possible. The Superintendent shall render a written decision (5 copies to appellant), within ten (10) days of the date of the appeal.
6. At no point prior to an official hearing or meeting with the Board shall the employee discuss with any Board members or any one of them, the subject of the employee's complaint or matters relating to the substance of the complaint.
7. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request a meeting with the Board. Such a request shall be made in writing to the Secretary of the Board and copies sent to the principal and to the Superintendent of Schools. The request shall describe the points of issue including reasons for the employee's dissatisfaction with the action taken in the preceding steps.
8. To carry an appeal to the Board of Education, the employee shall submit to the Board Secretary the complete records thus far accumulated, as well as his/her written reason for continuing the appeal. The appeal to the Board of Education must be submitted to the Board of Secretary within one (1) week of the Superintendent's decision. The employee shall notify the Superintendent of his action in writing.
9. Upon receipt of any appeal to the Board, the Secretary shall notify the President of the Board who shall determine whether to schedule the appeal for an executive session, unless the same is such as required to be heard at a public meeting, on longer than three (3) weeks after receipt of the appeal by the Secretary. In the event any of the hearings on the appeal are not completed in the session set by the Board, as aforesaid, the Board shall schedule additional or continued hearings within seven (7) days until the conclusion of the hearing. This time element shall be followed unless mutually agreed otherwise, in writing, by the parties.

10. The Board of Education shall review the facts and shall make the final decision in all cases of dispute referred to it within three (3) weeks. The final decision shall be communicated to the parties concerned through the Superintendent of Schools immediately after the decision.

11. In the event a supervisor is dissatisfied with the determination of the Board he/she shall have the right to advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A demand for advisory arbitration shall be made no later than fifteen (15) 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 aggrieved supervisor and the Board shall mutually agree, in writing, upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's service 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.

12. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a supervisor is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

13. In the event that the seven day period mentioned in #1 of this Grievance Procedure within which a grievance must be initiated, falls within a holiday vacation period, those vacation days shall not be included in the seven day count. This exclusion for a holiday vacation period shall not pertain to the summer vacation period.