

4-0260

THIS AGREEMENT, dated this 30th day of January, 1970, by and between the North Haledon Board of Education, a public agency of the school district of North Haledon, in the Borough of North Haledon, County of Passaic and State of New Jersey, hereinafter referred to as "Board" and the North Haledon Education Association, an organization organized for non-pecuniary purposes with its principal office located at 515 High Mountain Road, in the Borough of North Haledon, County of Passaic and State of New Jersey, hereinafter referred to as "Association"

W I T N E S S E T H:

**THIS BOOK DOES
NOT CIRCULATE**

WHEREAS, the Association is comprised of certificated and/or teaching persons presently engaged by the Board at schools owned and operated by said Board, and,

WHEREAS, the Board and the Association have agreed upon the procedure for the handling of differences between them which differences are herein described as grievances, and,

WHEREAS, the parties hereto desire that said procedure be reduced to writing for the guidance of all parties concerned, now, therefore, in consideration of the mutual covenants, terms and conditions herein set forth, comes this

A G R E E M E N T

A. The parties hereto adopt the following as and for grievance proceedings that may arise between the Board and/or members of the Association.

DEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

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

(a) The failure or refusal of the Board to renew a contract of a non-tenure employee;

(b) In matters where a method of review is prescribed by law, or by any rule, regulation of the State Commissioner of Education or the State Board of Education;

(c) In matters where the Board is without authority to act;

(d) In matters involving the sole and unlimited discretion of the Board;

(e) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent nor the principal (s).

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District, a copy of which is attached.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below

the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) days period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance or act as a representative.
4. The Board and the aggrieved party shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance orally with his immediate superior (department head, supervisor, or principal). 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 hearing. A decision shall be rendered within five (5) working days of said hearing. A copy of such decision shall also be furnished to the Superintendent and to the Board.

6. If the grievance is not resolved to the employee's satisfaction, within five working days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, in triplicate on forms supplied by the Superintendent, specifying:

- (a) The nature of the grievance;
- (b) The date of the grievance;
- (c) The results of the previous discussion;
- (d) The basis of his dissatisfaction with the determination.
- (e) The notice shall be receipted showing date of delivery and signature of acceptance.

Failure to comply with all of the above shall be determined an abandonment of the grievance.

7. A copy of the writing called for in Paragraph 6 above, shall be furnished by the Superintendent to the school principal and to the immediate superior of the aggrieved employee.

8. Within ten (10) working 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 in interest shall have the right to be heard.

9. Within ten (10) working days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, and the Board, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 8 and 9, or, in the event, a determination by him in accordance with the

provisions thereof, is deemed unsatisfactory by either party-- the dissatisfied party, within ten (10) working days of the failure of the Superintendent to act or within ten (10) working days of the determination by him, may appeal to the Board of Education.

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

- (a) The writing set forth in Paragraph 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto within ten (10) working days, furnishing copies to all of the adverse parties.

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

14. In the event an employee is dissatisfied with the determination of the Board he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) working days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) working days of the issuance of said Order, ruling or directive, or within (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee both within (10) ten working days.

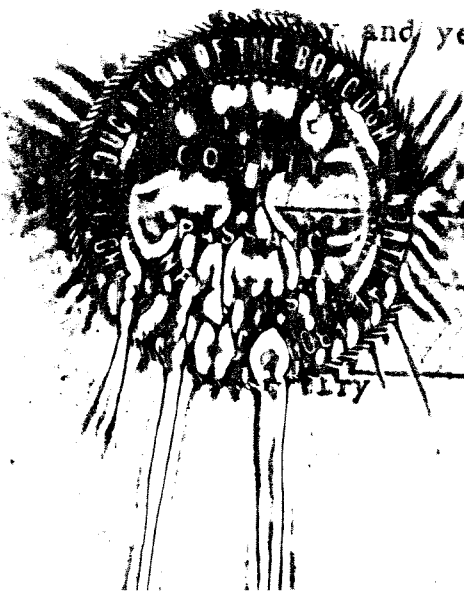
17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

B. This Agreement shall be binding upon the parties hereto indefinitely but may be terminated by either party at the termination of any school year, by furnishing the parties with a notice to terminate, in writing, at least 90 days prior to the closing of the school year.

C. The within procedure may be modified by mutual agreement of the parties at any time but failure to mutually agree upon any such change shall not be reason or cause for termination of the agreement except as set forth in subparagraph B herein set forth.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereto affixed and attested by its Secretary, and these presents to be signed by its President, and year first above written.



NORTH HALEDON BOARD OF EDUCATION

James C. DeLorenzo
President

NORTH HALEDON EDUCATION ASSOCIATION

[Signature]
President

