

**GRIEVANCE PROCEDURE
For Appropriate Certificated Personnel**

The Board of Education agrees

- a) to insure adequate and prompt discussions and solutions of the questions raised by employees, either individually, or collectively, and
- b) to provide for the equitable solutions of problems at the lowest possible administrative level.

1. Generally an employee should first discuss a grievance with his immediate supervisor or principal, either directly or through his school representative, with the objective of resolving the matter. In all cases the line-staff policy of the Board of Education should be followed in this process. An employee, however, may bring to the attention of the Professional Status Committee for discussion with the Superintendent any question related to this grievance.

2. Any grievance brought to the attention of the Superintendent of Schools must be made in writing, and set forth the grounds upon which the grievance is based.

The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, with supporting reasons, to all parties concerned.

3. If agreement is not reached, Section V of the negotiation agreement shall prevail.

The Professional Status Committee and the Superintendent of Schools, or his representative, shall meet as often as necessary. Meetings can be called at the request of the Superintendent of Schools or the Professional Status Committee. Such meetings must be convened within a week of the date called.

Effective July 1, 1966

(June 15, 1966)

REVISED - June 15, 1966

Policy of the Nutley Board of Education that sets forth the procedures to be followed for the presentation, consideration, and resolutions of grievances and proposals of its employees.

The Board of Education of the Town of Nutley and the Nutley Teachers' Association do hereby agree that the welfare of the children of the Town of Nutley is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

I. RECOGNITION

The Board of Education of the Town of Nutley, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Nutley Teachers' Association, hereinafter referred to as the Association, as the representative of the appropriate certificated personnel employed, or to be employed by the Board for the purpose of negotiation on matters of mutual concern.

The Association recognizes the Board as the elected representative of the people of the Town of Nutley and as the employer of the certificated personnel of the Nutley School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern.

II. PRINCIPLES

A. Attaining Objectives

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications, and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers.

Teachers have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

C. Representation

The Board, The Board and Superintendent, or their designated representatives shall meet with representatives of the Association to negotiate and to reach agreement on policies governing mutually agreed upon matters of common concern.

Individuals and minority organizations may present their views and recommendations to the Board at scheduled meetings of the Board.

III. PROCEDURES

A. Directing Requests

The Association's requests for meetings normally will be made directly to the Superintendent or his representative. Requests from the Superintendent or the Board or their representatives will be made to the president of the Association. A mutually convenient meeting date shall be set within fifteen days of the date of the request.

B. Meetings

Meetings composed of members of the Association Negotiation Committee, the Board, and the Superintendent may be called upon the written request of any one of the parties. Requests for meetings shall contain the reasons for the request.

C. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations.

D. Study Committees

The parties may appoint ad hoc study committees to research, study, and to make recommendations on matters under consideration.

E. Exchange of Information

The Board agrees to furnish the Association Negotiation Committee, upon reasonable request, all available information concerning financial resources of the district. Such information would include preliminary budgetary proposals, requirements, and allocations, and such other information as will assist the Association in developing intelligent, accurate, and constructive programs.

IV. AGREEMENT

When agreement is reached, it shall be reduced to writing and become a part of the official minutes of the Board. The agreement shall not discriminate against any member of the staff regardless of membership or nonmembership in the Association.

V. MEDIATION AND APPEAL

A. Board of Education

If agreement is not reached, and members of the Board have not participated directly in the deliberations, the Association representatives and the Superintendent or his representative may present separate reports to the

Board. The procedure outlined in Section III will then be followed to reach agreement with the Board participating in the deliberations.

B. Advisory Board

In case of disagreement about the meaning or application of this Agreement, or if an impasse is reached during negotiations, the matter will be submitted to an Advisory Board within thirty days after the request of either party to the other. The Board will name one adviser, and the Association will name another. A third member, who shall be the chairman, shall be named by the first two named members.

The Advisory Board shall report recommendations for settlement within fifteen days. The recommendations shall be submitted to both parties and may be made public. The Board of Education, on the basis of the recommendations, shall render its decision.

VI. AMENDMENT

Either party desiring changes in this Agreement shall notify the other party in writing at least thirty days prior to April 1 of any year. Changes may be made at any time by mutual consent.

Effective July 1, 1966

**GRIEVANCE PROCEDURES FOR MEMBERS OF
THE BUSINESS DEPARTMENT STAFF**

1. Each staff member and any or all of them shall be entitled to be heard concerning any matter in which he or they feel aggrieved in the area of the employer-employee relationship;
2. In the case of an individual staff member, such difference shall be presented in the first instance to his immediate superior in administrative channels;
3. In the case of two or more staff members feeling so aggrieved, such difference shall be presented in the first instance to the superior at the lowest level which shall be common to all such members;
4. In a case where the difference is not resolved the staff member or members involved may appeal to the Secretary-Business Administrator. In the instance of an appeal the Secretary-Business Administrator shall make the necessary arrangements to meet with the staff member within a period of ten days.
5. Any matter considered by the Secretary-Business Administrator, not resolved, may be appealed to the Board of Education. In the instance of an appeal the Secretary-Business Administrator shall make the necessary arrangements. A meeting with the Board of Education will be arranged no later than ten days after the appeal is presented.

At the option of any staff member or members, he or they may be accompanied at any appeal before the Board of Education, by duly constituted local representatives or a legal representative, who shall also have the opportunity to be heard at such appeal;

6. Any and all steps taken under these procedures shall be taken with the objective of fair and equitable resolution of the differences at issue, in an objective and dispassionate manner, and no reprisal or recrimination shall be directed toward any staff member during or after the completion of these procedures.
7. Steps in these procedures may be taken formally or informally, in writing or verbally, as under the circumstances may seem most conducive to a satisfactory resolution of the difference. When a procedure is initiated in writing, it should have prompt written recognition; when a decision has been reached this should also be communicated in writing within a reasonable time.

Educational Secretaries will use the above procedures except they will be

processed through the Superintendent of Schools