

# KNOW YOUR GRIEVANCE PROCEDURE

## INTRODUCTION

The purpose of our contract grievance procedure is to establish a fair and agreed-upon method of resolving disputes arising over the interpretation or application of particular clauses in our collective bargaining Agreement and/or college policy. A fair grievance procedure is the historically proven method of avoiding protracted and mutually ruinous conflicts between employees and their employer.

## WHAT IS A GRIEVANCE?

Our Agreement defines a grievance as “a breach, misinterpretation or improper application of terms” of the Agreement itself or “an arbitrary or discriminatory application of, or failure to act pursuant to, the applicable policies or rules of a Board of Trustees, or applicable regulations or statutes which establish terms and conditions of employment.” (Article VII.B) In short, any violation of our contract, of the law, of the policies of the individual college boards, or of the normal practices and procedures at your college are subject to our grievance procedure.

## EXAMPLES OF COMMON GRIEVANCES

Experience has shown that certain problems occur often. Everyone must be evaluated for tenure, promotion, and retention. Criteria and procedures for evaluation must be pro-

vided in writing, and a copy of any document placed in an employee’s personnel file must also be transmitted to the employee. Policies and practices concerning teaching credit cannot be changed unilaterally by the administration. Employees may not be compelled to accept overload.

In general, you are likely to have a grievance if you are being treated in a manner that appears to be at variance from the normal pattern applied to your colleagues.

## WHAT YOU SHOULD DO

If you believe you may have a grievance you should immediately contact your Department Representative, Grievance Chairperson, or Local President, or call the Council office (908-964-8476). Do not delay! There are time limits within which a grievance must be formally filed. For any alleged violation by a peer promotion or retention committee you or the Union on your behalf must notify the college’s president in writing within 14 days (Article VII.F.5). The time limit for most other grievances is 45 days from the date you “should reasonably have known of its occurrence” (Article VII.F.1). Unfortunately, many grievances have been lost because of an individual’s reluctance to seek resolution through the formal grievance procedure before the time limits have passed. Thus, be sure to contact the Union as soon as possible for assistance in determining if you have a valid grievance and how to go about defining and resolving it.

## WHAT THE UNION DOES

A representative of the Union will answer your inquiries and investigate your complaint. If you desire, the Union will assist you in filing a grievance. Once filed, a grievance

can be held in abeyance by mutual consent in order to resolve it informally, but a grievance not filed before the expiration of the time limits is irrevocably lost. If you decide to pursue the grievance, the Union will represent you and present your case through the formal steps of the grievance procedure (Article VII. D). On each campus the Union has developed specialists in processing grievances, and also has three full-time staff representatives available for assistance. The cumulative experience of all of these individuals means that your grievance will receive prompt, thorough, and expert attention.

## THE ARBITRATION STEP

Although anyone can file and process a grievance through the initial steps, only the Union has the legal authority to pursue a grievance to arbitration. At any point prior to arbitration the parties can mutually agree to a settlement of the dispute and end the process. If, however, the college/university and State refuse to settle, the Union’s Grievance Committee, comprised of representatives from all nine campus local unions, must review the case and vote on its merits for submission to arbitration. Since 1973, the Union has taken hundreds of cases to arbitration at a cost in arbitrators’ fees of over \$100,000.

## ENFORCING THE CONTRACT

A strong grievance procedure vigorously enforced by the Union is necessary to insure equitable treatment under the contract. We recommend that all unit members periodically review Article VII along with the rest of the Agreement and become familiar with their rights. If you feel that you may have received inequitable treatment, you should contact the Union immediately.

## A RECORD OF SERVICE

Through the grievance procedure, we have been successful in protecting employee rights. To cite just a few examples, back pay has been obtained for many individuals, irregularities in reappointment and promotion procedures have been corrected, and, on one occasion, additional pay for all unit members was gained by correcting the State's "mistake" in calculating salary increases. With your continued support, the Union can improve the grievance procedure in negotiations and continue to apply it with fairness and for the benefit of all.

Contract enforcement is the most demanding, time-consuming, and expensive task that the Union performs for you. Without vigorous enforcement, a contract is worthless. We must maintain constant vigilance, especially in these days of attacks on tenure and due process, to insure that our hard-won gains are not eroded by management. Your Union prides itself on having built a strong grievance machinery which operates democratically for all unit members. But we need your help to make it work.

Visit the Council's web site at [www.cnjscl.org](http://www.cnjscl.org) for more information about your rights and to view the Agreement that governs your employment.

**SUPPORT YOUR UNION!**  
**Together — we have strength.**

**JOIN NOW!**



*THE UNION WANTS YOU TO*

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- **WHAT IS A GRIEVANCE?**
- **FILING GRIEVANCES**
- **TIME LIMITS**
- **COMMON GRIEVANCES**
- **ARBITRATION**
- **ENFORCING THE CONTRACT**

**SAVE THIS PAMPHLET FOR  
FUTURE REFERENCE**

## KNOW YOUR GRIEVANCE PROCEDURE

*(Full & Part-time Unit)*

**COUNCIL OF NEW JERSEY  
STATE COLLEGE LOCALS**

**AFT/AFL-CIO**



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