

SECTION VI. GRIEVANCES

6.01 OPEN DOOR POLICY

YCS maintains an “Open Door Policy”. This means that should an employee wish to discuss a matter with his or her Supervisor, Site Administrator, Principal, Director, Vice-Presidents, Executive Vice-President, President/CEO or Human Resources, the employee can request and will generally be granted a meeting.

The purpose of the Open Door policy is to encourage communication and is not meant to circumvent the chain of command or the formal grievance procedure. Rather, it is to be used if an employee does not feel comfortable in bringing a particular issue using the formal grievance mechanism.

6.02 MANDATORY GRIEVANCE/BINDING ARBITRATION PROCEDURE

It is the policy of YCS to expedite the processing of complaints or grievances in a firm manner without threat of termination or any other reprisal. Toward these ends, the following mandatory formal grievance procedures have been established for the resolution of all claims, actions, disputes, and controversies arising out of an individual’s employment with YCS, or the termination of employment from YCS. Such claims, actions, disputes, and controversies shall specifically include, but not be limited to, claims arising under the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, § 1983, the Federal and State Wage and Hours laws, the Federal Family and Medical Leave Act of 1993, the New Jersey Family Leave Act, Consolidated Omnibus Benefits Reconciliation Act (“COBRA”), The Employee Retirement Income Security Act (“ERISA”), any other local, state and federal law, and the administration of the provisions of this Manual.

This mandatory formal grievance procedure does not restrict or in any way limit an employee’s right to file a complaint/charge with a Federal, State or local administrative agency, (including, but not limited to, the Federal Equal Employment Opportunity Commission (“EEOC”); the Federal Department of Labor, the Occupational Safety and Health Administration (“OSHA”), the National Labor Relations Board (“NLRB”), the New Jersey Department of Labor, the New Jersey Division on Civil Rights (“DCR”), or the New Jersey Division of Unemployment Compensation).

Where, however, the action taken by a Federal, State or local agency as to a complaint/charge by an employee is to allow the employee to institute a civil action in State or Federal Court, both the employee and YCS agree that the matter will be submitted to binding arbitration in accordance with Level 5 below. Both YCS and the employee expressly waive any right they may have to have the matter determined by a jury.

As a general matter, grievances should be processed within the timeframes set forth below. Where, however, state or federal law, rule or regulation provides for other timeframes within which a particular claim/action may be brought, the timeframes provided by the applicable law, rule or regulation will govern any timeliness issues.

In addition, depending upon the circumstances, the parties may agree to skip one or more of the grievance levels set forth below and have the matter resolved at the next applicable level.

1. **Level 1:** The employee, either alone or accompanied by a representative, must present a grievance or complaint, in writing to his or her immediate Supervisor within five (5) working days of (1) the date of the occurrence or (2) the date that the employee first knew of the occurrence or by reasonable diligence should have known of the occurrence. The Supervisor shall respond with a decision within five working days of the grievance or complaint.
2. **Level 2:** Should the employee not be satisfied with the decision reached at the initial step of this procedure, the employee, either alone or accompanied by a representative, must submit the grievance in writing to the Site Administrator, Principal or Director or his/her designated representative, within five (5) working days of the decision by the Supervisor. The Site Administrator, Principal or Director, or his/her designated representative, shall review all aspects of the employee's grievance and respond in writing within ten (10) working days of the Level 2 grievance or complaint.
3. **Level 3:** Should the grievance or complaint still remain unresolved to the satisfaction of the employee, the employee, either alone or accompanied by a representative, must within five (5) working days of the adverse decision present the grievance in writing to the Vice President/CEO, Superintendent of Schools of YCS, or his/her designated representative. The Vice President/Superintendent of Schools or his/her designated representative, will consult with appropriate individuals and/or review the pertinent facts and issue a written decision within ten (10) working days of the Level 3 grievance or complaint.
4. **Level 4:** Should the employee still not be satisfied having exhausted all of the above opportunities to resolve the grievance, the employee must submit the grievance in writing to the President/CEO of YCS within five working days of the decision by the Vice-President. The decision of the President/CEO shall be communicated to the employee within fifteen (15) working days.
5. **Level 5 (Final Binding Arbitration):** An appeal from an unfavorable decision at Level 4 may be initiated by the employee by serving upon YCS a notice in writing of the intent to proceed to binding arbitration within fifteen (15) working days of the decision of the President/CEO. The notice shall identify the provisions of the Manual or applicable policy, the department, and the employee involved, and shall include a copy of the grievance or complaint.

Both YCS and the employee expressly waive any right they may have to have matters subject to this policy determined by a jury.

The arbitrator is to be selected by the parties jointly in accordance with the applicable rules and regulations of the New Jersey State Board of Mediation. If the parties fail to

agree upon an arbitrator, the New Jersey State Board of Mediation may appoint an arbitrator.

Each case shall be considered on its merits. The manual, applicable policy and/or applicable law shall constitute the basis upon which the decision shall be rendered. The decisions at Levels 1 through 4 and/or any voluntary resolution/settlement of same shall not be used as precedent for any subsequent case.

The arbitrator shall not add to, subtract from, or modify the provisions of the Manual or applicable policy. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any issues not submitted.

The arbitrator shall have the power and authority to award any rights and remedies provided for by the applicable law, (including but not limited, to attorney's fees and/or injunctive relief provided for by applicable law.)

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to issue the decision within 30 calendar days after the hearing or receipt of the hearing transcript.

All of the time limits contained in this section may be extended by mutual agreement of the parties. The granting of any extension at any level shall not be deemed to establish precedence.

Except as otherwise decided by the arbitrator in accordance with applicable law, all fees and expenses of the arbitrator shall be divided equally between the parties except when one of the parties requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. In that event, the postponing party shall pay this charge unless the postponement results in a settlement of the grievance, in which event; the postponement charge shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting his/her/its own case. Either party desiring a record of the proceedings shall pay for same and/or for their copy of the record.