

4340 GRIEVANCE

It is the policy of the Board to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential areas of grievances, and to establish and maintain recognized two-way channels of communication between supervisory personnel and non-instructional employees not otherwise covered by the terms of a negotiated agreement.

A. Definitions

Grievance - A “grievance” shall mean a complaint based upon a wrong believed by an employee to have been suffered as a result of a violation, misinterpretation or inequitable application of any provision of this agreement or through an act or condition which is contrary to established Board policy, practice or administrative regulation or ruling governing or affecting employees except that the term “grievance” shall not apply to:

1. Any matter for which a method of review is otherwise specifically prescribed by law.
2. Any rule or regulation of the State Department of Education having the force and effect of law.
3. Any decision of the State Commissioner of Education having the force and effect of law.

Nothing in the above definition of the word “grievance” shall preclude more than one employee from joining other employees in the presentation of a single grievance provided the alleged grievance arises out of facts similar in substance and in circumstances and each employee joining in the presentation of the grievance is similarly affected and identified.

Grievant - Grievant shall mean an employee believing to have been or to be aggrieved.

Employee - an employee shall mean a nonprofessional of the district not otherwise covered by the terms of a negotiated agreement.

Principal - Principal shall mean the Building Principal or such other person acting as the Principal in the Principal’s absence.

Superintendent - Superintendent shall mean the Superintendent of Schools or any assistant he/she may designate to act on his/her behalf.



B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant or representative not later than twenty days following its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs less than twenty school days prior to the last day of the employee's contract year shall be presented, whenever possible, on or before June 30 of the school year in which it occurred. Should extenuating circumstances be present, wherein a factual situation occurs and acts to the detriment of an employee without his/her knowledge, said employee can present his/her grievance not later than twenty school days following the date that he/she became aware of same. However, in no event shall such a grievance be filed later than September 30 following the expiration of the contract during which the grievance occurred.
2. A grievant may present and process a grievance personally or through an appropriate representative.
3. No reprisals shall be taken by the Board or administration against any employee because he/she utilized this grievance procedure.
4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his/her grievance initially at the third step of the grievance procedure.
5. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

C. Procedure

Step One

1. A grievant may initially discuss the matter, identified as a grievance with his/her supervisor in an attempt to settle the grievance informally. This is not intended to, nor does it, extend the time limitation as set forth in Section B, Subsection 1.
2. A grievant may file a grievance in writing with his/her Principal.



Step Two

1. The grievant and Principal shall meet in an attempt to resolve the grievance not later than four school days following the date on which it is filed.
2. The Principal shall communicate his/her decision in writing to the grievant not later than three school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the Superintendent or School Business Administrator/Board Secretary as applicable.

Step Three

1. If the grievance has not been resolved at Step Two of the procedure, the grievant may request a meeting with the Superintendent or School Business Administrator/Board Secretary; the request shall be made not later than five school days following the Principal's decision.
2. The grievant and the Superintendent or School Business Administrator/Board Secretary shall meet in an attempt to resolve the grievance not later than five school days following the date on which the meeting was requested.
3. The Superintendent or School Business Administrator/Board Secretary shall communicate his/her decision in writing to the grievant not later than five school days following their meeting.

Step Four

1. If the grievance has not been resolved at Step Three of the procedure or if the Superintendent or School Business Administrator/Board Secretary has not communicated his/her decision in writing to the grievant as provided in Step Three, the grievant may request a hearing with the Board or its representatives. The request shall clearly explain the grievance and be made in writing not later than five school days following the decision or if no such decision has been communicated then not later than five school days following the expiration of the five school day period provided in Subsection 3 of Step Three.
2. The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than ten school days following the date on which the hearing was requested. The grievant may have a representative present when the grievance is reviewed by the Board or its representatives.



POLICY

HOWELL TOWNSHIP BOARD OF EDUCATION

SUPPORT STAFF MEMBERS

4340/page 4 of 4

Grievance

3. The Board shall communicate its decision in writing to the grievant not later than fifteen school days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and School Business Administrator/Board Secretary.
4. The Board's decision shall be binding on all parties.

N.J.S.A. 34:13A-5.3

Adopted: 03 January 2013

