
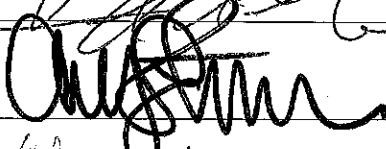


# Attendance Sheet

## SREA and Santa Rosa County School Board Bargaining

July 11, 2018

For SREA	For Santa Rosa County School Board
Debbie Lewis	
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## ARTICLE VIII: GRIEVANCE PROCEDURE

- A. Purpose The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may, from time to time, arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.
- B. Definition Grievance procedures - The grievance procedure is to be used for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of the Collective Bargaining Agreement. No grievance shall be adjusted without prior notification to the Association providing opportunity for an Association representative to be present when requested by the employee.
1. A grievant is the employee or group of employees making the claim.
  2. A Party in interest is the employee or employees making the claim and any person who might be required to take action in or against whom action might be taken in order to resolve the claim.
  3. Days shall mean working days.
- C. Procedure A grievance may be filed by a grievant or grievants whenever the grievance applies to more than one building and a group of employees with a common complaint have requested such action.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance may be initiated at step two by an employee or group of employees if the authority for correcting the grievance only rests with the Superintendent, his/her designee, or the School Board. The Association shall have the right to be represented at all grievance hearings subsequent to informal step.

**Informal:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally. The informal discussion preceding a grievance is an opportunity for the employee and employer to discuss concerns and try to resolve problems. The employee reserves the right to meet with or without representation at this discussion. However, should the administration choose to not meet with the employee with representation at the informal step, then the employee may choose to bypass the informal step and meet at Step 1 with representation.

**Step One:** If the grievant has been unable to resolve his/her grievance informally, the grievant(s) shall invoke formal grievance by filing the prescribed form (Appendix

Board shall share equally all expenses and fees of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed in Step One, Step Two, and Step Three to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

- E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term. Notwithstanding any other provision of this agreement, whenever illness or other incapacity of the grievant prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant can be present. When such grievance meetings and conferences are held during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
- F. Notwithstanding any other provision of this agreement, whenever illness or other incapacity of the management representative involved prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the management representative involved can be present.
- G. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- H. All employees will be entitled to their rights under the law. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- I. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- J. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless mutually agreed otherwise.
- K. The failure of an administrator to communicate his/her decision to the grievant or grievants within the specified time limit shall permit the grievant or grievants to proceed to the next step in the grievance procedure.
- L. The filing of a grievance shall in no way interfere with the right of the Board to