

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 employe~~
1. A "grievance" is a complaint by a teacher, or group of teachers or the Association (for rights granted the Association and issues of general concern) based on an alleged violation, misinterpretation, misapplication, or inequitable application of the provisions of this Agreement. When an issue arises of concern to the Association, the Association and the Board's Representative shall confer to pursue possible solutions. (Individual complaints or allegations are not considered "general concern.")
- ~~2.~~ A grievant is the employee or group of employees making the claim.
- ~~3.~~ 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.
- ~~4.~~ 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 B___) with his/her immediate supervisor within fifteen (15) working days after the event or events on which the grievance is based are known by the grievant, or the date of the informal meeting has been conducted, whichever comes later. The Association shall be provided with a copy of any grievances filed. The grievance form shall name the employee or employees involved, state the facts giving rise to the grievance, identify all the provisions of this agreement alleged to have been violated, state the contention of employee or employees with respect to these provisions, indicate the relief requested, and shall be signed by the employee or employees involved.

Within ten (10) days of receipt of the grievance form, the supervisor shall conduct a meeting with the grievant and the grievance representative further discuss the issue. The immediate supervisor shall give the employee or employees an answer in writing not later than ~~six (6)~~ ten (10) days after receipt of the written grievance.

Step Two: If the grievance is not resolved in Step One, the employee must, within ~~six (6)~~ ten (10) days after receipt of the immediate supervisor's answer, submit to the Superintendent or his/her designee his/her appeal of the immediate supervisor's disposition. The Superintendent or his/her designee and the grievant or grievants shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter.

The superintendent or his/her designee shall respond in writing to the grievance within ~~six (6)~~ ten (10) days of the meeting.

Step Three: If the grievant is not satisfied with the disposition proposed by the Superintendent or his/her designee, the grievant shall have ~~six (6)~~ ten (10) days within which to appeal the grievance to the Board. Scheduling of a hearing before the Board will be in compliance with applicable Board policies.

Step Four: ~~If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of the Association, provided written~~

~~notice of the request for submission to arbitration is delivered to the Superintendent or his/her designee within six (6) days after the Board's hearing. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association, shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association. The arbitrator shall be selected and the arbitration conducted in accordance with the rules and procedures of the American Arbitration Association (AAA). Associated cost of the arbitrator shall be divided equally between the Association (SRPE) and the School District.~~

If the grievant is not satisfied with disposition of the grievance at Step Three, or the Step Three time limits expire without a meeting or written decision from the Superintendent, the Association may choose to submit the grievance to final and binding arbitration, if the Association believes the grievance is meritorious, within fifteen (15) working days after the Step Three disposition or fifteen (15) working days following the latest date the Step Three meeting could have occurred. If the parties are unable to agree on an arbitrator, arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings.

- D. The arbitrator shall then meet with the two parties for the purpose of making a decision relative to the grievance. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Agreement. The Association and 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. expand the scope of the grievance that has not been previously addressed in the grievance process. 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 proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- M. Any alleged grievance occurring during the period between the termination date of the Master Agreement and the effective date of a new Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the effective date of this Agreement shall not be processed.
- N. In the event the alleged grievance involves an administrative order, or requirement, the grievant shall fulfill or carry out such order or requirements, pending the final decision of the grievance.

Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after the hearing, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. ~~He~~ The arbitrator shall have no power to rule on any of the following:
 - a. Failure to re-employ any probationary employee or employees.
 - b. The placing of a probationary employee or employees on additional probation; ~~in accordance with Florida Statutes 231.351.~~

2. ~~He~~ The arbitrator shall have no power to change any practice, policy, or rule of this contract; - it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

3. All claims for back wages shall be limited to the amount of wages that employee or employees would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay earned during the employees normal work hours. Any expenses normally covered by this agreement incurred during an employee's suspension and/or termination shall be remitted to the employee by the District should the employee prevail.

