
ARTICLE 8--GRIEVANCE PROCEDURE

8.01 Definitions and Terms:

8.11 A GRIEVANCE is any formal claim of an EMPLOYEE by name, a group of EMPLOYEES by name within the same school center affected by the same claim or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center affected by the same claim, that there presently exists the following:

A violation, misinterpretation or inequitable application of any provision of this AGREEMENT

8.12 The term GRIEVANCE, within the meaning of this AGREEMENT, shall NOT be construed as mere dissatisfaction or disagreement by an EMPLOYEE by name, a group of EMPLOYEES by name within the same school center, or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center with any directive of the SUPERINTENDENT or any action of the BOARD which relates or pertains to their respective duties or obligations under the provisions of the Florida Statutes and/or Florida State Board of Education Regulations.

8.13 A GRIEVANT is:

- a. Any individual EMPLOYEE by name,
- b. A group of EMPLOYEES by name within the same school center affected by the same claim, or
- c. The ASSOCIATION on behalf of EMPLOYEES by name in more than one school center affected by the same claim.

GRIEVANCES other than individual EMPLOYEE GRIEVANCES shall be signed by two or more EMPLOYEES who are affected.

8.14 The term DAY when used in this article shall mean EMPLOYEE contract days.

8.15 The form hereinafter referred to for use in the Grievance Procedure is attached to this AGREEMENT and made a part thereof by this reference.

8.02 Purpose:

8.21 The Grievance Procedure is created to secure at the lowest possible administrative level a solution to any GRIEVANCE, after informal attempts to resolve in a satisfactory manner the subject matter of a GRIEVANCE have failed. The Grievance Procedure shall be conducted as confidentially as possible and without public disclosure until disposition has been reached at Level II. The purpose of the Grievance Procedure shall not be to harass supervisory or administrative personnel.

8.22 The parties to the AGREEMENT accept as essential to the proper operation of the school system a fair and adequate procedure whereby any named EMPLOYEE, or a group of EMPLOYEES by name, may attempt to have resolved any matter, which under this AGREEMENT would or could become a GRIEVANCE if not resolved. It is recited, agreed and understood that any EMPLOYEE or group of EMPLOYEES shall have the right to discuss with and receive guidance and advice from the ASSOCIATION relative to procedural and substantive issues pertinent to such pending matter.

8.03 EMPLOYEE's Initial Responsibility

8.31 It is the desire and goal of both parties that all matters, which under this AGREEMENT would be the proper subject matter for a GRIEVANCE, shall be resolved, if at all possible, without the filing of a formal GRIEVANCE, and every reasonable effort shall be used to reach a solution at this level.

8.32 In the event that an EMPLOYEE, a group of EMPLOYEES in the same school center or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center believe(s) that there is basis for a GRIEVANCE, he (they) shall submit a written request (email acceptable) to privately discuss the alleged GRIEVANCE with his (their) Principal or appropriate Supervisor. The written request shall

clearly indicate an informal discussion is being requested pursuant to section 8.032. Said discussion shall occur within fifteen (15) days following the event or condition, which gave rise to the GRIEVANCE.

8.033 If, after the informal discussion cited in 8.032 has concluded, the GRIEVANCE still exists, the formal procedure (Levels I-III) below may be invoked.

8.034 Should the Principal be unavailable for any reason and such unavailability shall continue for two (2) weeks, the SUPERINTENDENT shall name an individual to act on behalf of such Principal upon notification of the ASSOCIATION.

8.04 Level I

8.041 The GRIEVANT shall first have followed the preliminary procedure set forth immediately above.

8.042 Within twenty (20) days following the event or condition which gave rise to the GRIEVANCE, the GRIEVANT shall complete a Grievance Form (GF) and file the same with the Principal or appropriate Supervisor.

8.043 Within five (5) days after receipt of the GF, the Principal or appropriate Supervisor shall meet with the GRIEVANT in an effort to resolve the GRIEVANCE.

8.044 The Principal or appropriate Supervisor shall indicate his/her disposition on the GF within five (5) days after the formal meeting with the GRIEVANT. The GRIEVANT shall then respond in one of the two ways provided for on the GF. Acceptance shall close the matter. Copies of the GF shall be distributed by the EMPLOYEE as follows: one to the EMPLOYEE, one to the Principal or appropriate Supervisor, one to the SUPERINTENDENT and one to the ASSOCIATION.

8.045 The GRIEVANCE shall be considered waived if not submitted to the SUPERINTENDENT within five (5) days after the decision at Level I.

8.05 Level II

8.051 If the GRIEVANT is not satisfied with the disposition of the GRIEVANCE at Level I, the GRIEVANCE shall be submitted to the SUPERINTENDENT within five (5) days. Within ten (10) days of receipt of the GRIEVANCE, the SUPERINTENDENT or his/her designee shall meet with the GRIEVANT in an effort to resolve the GRIEVANCE. The SUPERINTENDENT or his/her designee shall indicate his/her disposition of the GRIEVANCE in writing on the GF within ten (10) days of such meeting and shall furnish a copy thereof to the GRIEVANT.

8.052 Failure by the ASSOCIATION to take any further action within five (5) days of the disposition shall constitute a waiver of any further proceedings on the matter.

8.06 Level III

8.061 If the GRIEVANT is NOT satisfied with the disposition of the GRIEVANCE at Level II, or if no disposition has been made within ten (10) days after receipt of the appropriate form, the GRIEVANCE may be submitted to arbitration by the ASSOCIATION before an impartial arbitrator within ten (10) days thereafter except as hereinafter provided. The ASSOCIATION, at its option, shall give written notice to the American Arbitration Association or the Federal Mediation and Conciliation Service and the SUPERINTENDENT of its intent to proceed through arbitration using the rules of the respective agency. The ASSOCIATION must give written notice to the latter parties within 45 calendar days from giving written notice to the SUPERINTENDENT of their intent to proceed to arbitration.

8.062 If the SUPERINTENDENT or his/her designee rules at Level II that an issue is non-grievable, and if the GRIEVANT does not accept such decision, the arbitrator must rule on the question of grievability prior to hearing the GRIEVANCE claim. The submission of the question of grievability to the arbitrator shall not serve as prima facie evidence of grievability.

The arbitrator has the duty to conduct a fair and impartial hearing, to take appropriate action to avoid delay and unnecessary expenses, and to maintain order.

8.063 The arbitrator shall schedule the time and place of said hearing with due regard for the convenience of the parties and their representatives, the nature of the proceeding and the public interest. Within ten (10)

days of the conclusion of the hearing, the arbitrator shall serve on the parties and file with the SUPERINTENDENT a recommended written order based upon his findings of fact. Findings of fact shall be confined to material issues of fact presented on the record. The order by the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding upon the parties.

- 8.64 If the arbitration is scheduled during the EMPLOYEE workday, and if the SUPERINTENDENT determines that the number of witnesses is excessive, the arbitration will be rescheduled during non-working hours.
- 8.65 The arbitrator shall limit his decision to the terms of this AGREEMENT and shall not have the power to add to, subtract from, modify or alter such terms either directly or by implication.
- 8.66 The losing party shall be assessed all costs of the arbitrator incurred by both parties in pursuing the GRIEVANCE to a final determination. If the arbitrator determines that there is no prevailing party, said costs shall be divided equally between the parties to the GRIEVANCE.

8.07 Other Provisions

- 8.71 The time limits provided in this article shall be observed strictly but may be exceeded by written agreement of the parties.
- 8.72 The GRIEVANT shall be present at all levels of the Grievance Procedure. Whenever illness or other incapacity of an individual GRIEVANT prevents his/her presence at the GRIEVANCE hearing, the time limits shall be reasonably extended to such time as the GRIEVANT can be present.
- 8.73 When any individual, other than the GRIEVANT, will be unavailable for a GRIEVANCE hearing at any level because of serious illness or unavoidable schedule conflict and the testimony of such individual is essential for a proper decision at such level, either party may request and shall obtain, in writing, a time extension not to exceed twenty-one (21) calendar days.
- 8.74 If a hearing is held during school hours, any EMPLOYEE as GRIEVANT or witness whose presence is required shall be permitted to attend without loss of compensation. A hearing at Level I or Level II shall be held during such school hours only with the consent of the SUPERINTENDENT.
- 8.75 Written decisions and/or GRIEVANCE settlements reached at Level I shall not be precedent in processing other, subsequent GRIEVANCES.
- 8.76 Failure by the GRIEVANT to submit the GRIEVANCE to the next level of the procedure shall constitute acceptance and shall close the matter.
- 8.77 No provision of the article shall be construed to exclude the right of an EMPLOYEE to participate in the GRIEVANCE process independent of the involvement of the ASSOCIATION.
- 8.78 Any pending formal GRIEVANCE shall survive the termination of this AGREEMENT and shall be completed in accordance with the provisions of this article.
- 8.79 The ASSOCIATION shall not solicit in any way the filing of GRIEVANCES by an EMPLOYEE or group of EMPLOYEES.

8.08 The ASSOCIATION shall be given reasonable notice as to a hearing at any level once a formal GRIEVANCE has been filed and shall be entitled to have a representative present at such hearing.

- 8.81 If documentary information regarding GRIEVANCES is given to any person outside the school system, a copy of the transmittal letter shall be given to the EMPLOYEE(S).
- 8.82 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.
- 8.83 If any EMPLOYEE for whom a GRIEVANCE is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any EMPLOYEE shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the EMPLOYEE.

- 8.84 A GRIEVANT may withdraw a GRIEVANCE without prejudice at any step in the Grievance Procedure by so indicating in writing to the parties of interest.
- 8.85 If a GRIEVANCE affects a group of EMPLOYEES in more than one school/work site, the ASSOCIATION may submit such GRIEVANCE in writing to the SUPERINTENDENT directly, and the processing of such GRIEVANCE will commence at Formal Level II. Such GRIEVANCE shall be signed by those EMPLOYEES named within the GRIEVANCE in accordance with 8.013(b).
- 8.86 The date of disposition shall be the date on which the Principal or Supervisor delivers the disposition to the GRIEVANT or the date of postmark in those instances in which delivery is by U.S. Mail.
- 8.87 Timeliness as an issue may not be raised at an arbitration proceeding if not previously raised at Formal Level II of the Grievance Procedure.
- 8.88 Failure of the BOARD or its representatives to take the required action within the time frame provided at any level of the Grievance Procedure shall entitle the GRIEVANT to proceed to the next step of the Grievance Procedure.
- 8.89 The ASSOCIATION shall be given the opportunity to be present at all Formal Level GRIEVANCE proceedings even if the GRIEVANT does not desire ASSOCIATION representation.
- 8.90 Any EMPLOYEE filing a GRIEVANCE as a result of termination shall have the right to pursue the GRIEVANCE to conclusion notwithstanding his employment status.
- 8.91 If the basis for a formal GRIEVANCE claim arises from the action or inaction on the part of the District Office Administration, and not of that by a school-based or work-site Administrator or Supervisor, the GRIEVANCE will commence at Formal Level II.