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ARTICLE V
Grievance Procedure

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

B. Definitions:

1. Days - shall mean normal employee workdays when used in this Article.
2. Employee - as defined in Article I(c).
3. Administrator - shall mean immediate supervisor, principal of the school or supervisor of a work center, or their designee.
4. Grievant - shall mean an employee or group of employees filing a grievance.
5. Grievance - shall mean any claim by an employee or group of employees that which aggrieved employee is a party, may be processed as a grievance as hereinafter provided. If such claim would affect a department(s), then such claim shall be filed as a "class" grievance.
6. Association – as defined in Article I.
7. Bargaining Unit – shall mean all employees of the Board who are members of the Association or eligible to be members of the Association.
8. Party – shall mean the Board and the Association, except that in the case where there is no Association backing, it shall mean the Board and the grievant.

C. Procedural Guidelines:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached.
2. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
3. All grievances shall be brought to the attention of the appropriate principal or supervisor within fifteen (15) workdays of the alleged violation, or they will not be considered.
4. All claims for back wages shall be limited to the amount of wages that the employee would have otherwise earned, less any unemployment compensation that ~~he~~ they may have received during the period of the back pay.
5. Any grievance which arose prior to the effective date of this Agreement shall be processed through the procedure in effect at the time of the grievance.

6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure, but any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the Administrator or the Board's answer to the previous step.
7. All grievances must be processed through the grievance procedure, and after the grievance is filed, it shall be amendable only by mutual consent of the Board and the Association and may be withdrawn by the grievant.
8. When the presence of an employee or a key witness at a grievance hearing is requested by either party, illness or other incapacity of the employee or the key witness shall be grounds for any necessary extension of grievance procedure time limits.
9. Copies of the Board representative's decision given at any step of the grievance procedure shall be immediately delivered to the grievant.
10. A grievance may be withdrawn at any level, but the same grievance may not be filed a second time by the same party.

D. Contents of the Grievance: A formally written grievance shall contain the following:

1. Name and signature of the grievant or the Association in the event of a class action;
2. Grievance shall be specific and related to contractual provisions alleged to have been violated;
3. A synopsis of the facts giving rise to the alleged violation must be included;
4. The section or subsections of this contract alleged to have been violated is to be listed;
5. It shall contain the date of the alleged violation;
6. It shall specify the specific relief requested.

E. Representation: All members of the bargaining unit may have the right of Association representation at each level of the grievance procedure.

1. All employees shall have the right to file grievance under this Agreement without regard to membership, or non-membership, in the Association. All employees shall have a right to Association representation at all levels of this procedure in accordance with Association policies and in accordance with Chapter 447 of the Florida Statutes. An employee shall choose whether to be represented in the grievance procedure by the Association or to represent himself. The resolution of any grievance as defined herein

shall not be inconsistent with the provisions of this contract. Association representation shall be provided an opportunity to be present at any meeting.

2. If a grievance affects employees at more than one school/work site, the Association President/Designee may file a class action at Step Two of this procedure. The Association President/Designee may also file at Step Two a class action grievance of any alleged violation, misapplication or misinterpretation of rights specifically granted the Association in this Agreement. Any class action grievance will be signed by the Association President.
3. If the same grievance affects more than one employee at the same school/work site, an Association Building Representative/president/or designee may file a class action grievance on behalf of the employees at Step One of this procedure.
4. Separate grievances filed under this Agreement, which do not qualify as "class action" under paragraphs 2 and 3 above, will be handled separately and not combined for arbitration.
5. If the grievance arises from an action of authority higher than the principal of a school, the employee/president/or designee may present such grievance at Step Two of this procedure.
6. If hearings and conferences are scheduled by the administrator during working hours, all employees whose presence is required shall be excused from duty with pay while in attendance.
7. Any investigation or other handling or processing of any grievance shall be conducted to result in minimal interference with, or interruptions of, the grieving employee's assigned duties. Other employees will not be involved in the process while on duty unless under the provisions of subparagraph 6 above.
8. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:
 - a. The failure to reemploy any annual or probationary employee.
 - b. The failure to employ or reemploy to a position on the extra-duty schedule involving a supplement.
 - c. Any matter involving substance (content) of employee evaluations.

F. Grievance Progression

1. **Informal**

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and employee's administrator where the grievant shall advise the supervisor of

the section of the Agreement alleged to have been violated. Within fifteen (15) workdays of the time a grievance arises, the employee will present the grievance to employee's administrator. Within ten (10) workdays after presentation of the grievance, the administrator will give an answer orally to the employee.

Note: Oral statements made in the informal complaint conference shall not be recorded by either party.

2. **Formal**

Step One:

If, for any reason, the grievance is not resolved informally, the employee must, within five (5) workdays after receipt of the administrator's oral answer or twenty (20) workdays from the alleged violation, submit to the administrator a signed written statement of grievance on the official grievance form provided in the negotiated agreement. The statement of grievance shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to have been violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the specific relief or remedy requested, and shall be dated and signed by the employee involved. The administrator shall give the employee an answer in writing no later than five (5) workdays after receipt of the written grievance, with a copy to the Superintendent and the Association.

Step Two:

Unless the parties agree to adopt the report of the administrator, it may be submitted to the Superintendent or their designee within five (5) workdays of the Step One report. The Superintendent, or their designee, and the aggrieved employee, and their representative(s) shall meet within a reasonable time, not to exceed five (5) workdays, in an attempt to resolve the matter. The Superintendent shall communicate their decision, in writing, to the aggrieved employee and the Association within five (5) workdays after the hearing.

Step Three:

Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two. No later than twenty (20) workdays after receiving the appeal, the Board shall hold a hearing (or may exercise the option of going directly to arbitration in Step Four within 15 days after receiving appeal) on the grievance at a regular or special meeting.

All those listed in Step One shall have a right to participate in this step. Within ten (10) workdays after the hearing, the Board shall communicate its decision in writing, and state its reasons to the Association and the aggrieved employee.

Step Four:

If the grievance is not resolved satisfactorily to the Association after consideration by the Superintendent in Step Two, or the Board in Step Three, the grievance may be submitted to arbitration if a request is made for arbitration within ten (10) workdays.

G. Arbitration:

A request for an arbitrator will be made to the American Arbitration Association within ten (10) workdays. The parties shall select an arbitrator from A.A.A. in accordance with its rules, and whose rules shall likewise govern the arbitration proceedings.

1. The fees of the arbitrator shall be borne equally by both parties hereto. All other expenses of arbitration, such as cost of transcripts, etc., shall be borne by the requesting party. Employees subpoenaed by the arbitrator will receive no loss of pay for the time required as witnesses.
2. When grievance meetings and arbitration proceedings are held during employee work hours, up to ten (10) grievant(s), witness(es) and Association representative(s) whose presence is required shall be excused with pay from their normal duties. If the Association indicates that more than ten (10) witnesses are needed, every effort will be made to schedule the meeting beyond the employee workday.
3. The arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of the Agreement.
4. The arbitrator's powers shall be limited to deciding whether the express articles of this Agreement have been violated, misinterpreted, or misapplied.
5. The arbitrator's decision, when following procedures set forth in the Agreement, shall be final and binding on the Association, its members, the employee, and the Board. Neither the Association nor any member of the bargaining unit shall attempt any other means to bring about the settlement of any grievance, until all steps of the grievance procedure have been completed.