

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Human Resources and Employee Relations

801 Bill Beck Boulevard • Kissimmee • Florida 34744-4492
Phone: 407-870-4800 • Fax: 407-870-4970 • www.osceolaschools.net

SCHOOL BOARD MEMBERS

District 1 – Teresa “Terry” Castillo - Vice Chair
407-577-5022
District 2 – Julius Melendez
321-442-2862
District 3 – Jon Arguello
407-433-9082
District 4 – Clarence Thacker - Chair
407-870-4009
District 5 – Robert Bass
407-870-4009



Superintendent of Schools

Dr. Debra P. Pace

Chief Human Resources Officer

Tammy Cope-Otterson

Employee Relations Manager

Sadaris R. Cheatham

2021-2022 School Year

Identification and Notification of Equity Coordinators

The School District of Osceola County, Florida, does not discriminate in admission or access to, or treatment of employment in its programs and activities, on the basis of race, color, national origin, gender, age, disability, marital status or genetic information in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities to the Boys Scouts and other patriotic youth groups, as required by the Boys Scout of America Equal Access Act. As required by Rule 6A-18.910 (1) (G), FAC: Title IX 106.8 (1); Section 504:104.8 (a); ADA: 35.10007 (a); and Age Discrimination Act 110.25 (b) the following individuals are Equity Coordinators:

Equity Coordinator

Sadaris R. Cheatham
Employee Relations Manager
Human Resource Office
799 Bill Beck Boulevard
Kissimmee, FL 34744
407-870-4800

Students-504- Coordinator

Angela Burdue
Supervisor of Psychological Services
Student Services Department
1200 Vermont Avenue
St. Cloud, FL 34769
407-870-4897

Title IX Coordinator

Antonia Rapinesi
Supervisor of Social Work
Student Services Department
1200 Vermont Avenue
St. Cloud, FL 34769
407-870-4692

ADA and Age Discrimination Coordinator

Tammy Cope-Otterson
Chief Human Resource Officer
Human Resource Office
799 Bill Beck Boulevard
Kissimmee, FL 34744
407-870-4800

Athletic Coordinator

Ryan Adams
Coordinator of Athletics, Drivers
Education & Physical Education
High School Curriculum & Development
817 Bill Beck Boulevard
Kissimmee, FL 34744

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Tammy Cope-Otterson

Employee Relations Manager
Sadaris R. Cheatham

2021-2022

Nondiscrimination Statement

The School District of Osceola County offers career and technical programs, including career academies wherein students may earn industry certification. The district prohibits discrimination in the terms and conditions of employment, and in access to educational programs and activities, and prohibits harassment of any individual or group on the basis of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation or genetic information (and other protected classes included in the district’s nondiscrimination policies). The District also provides equal access to its facilities to the Boys Scouts and other patriotic youth groups, as required by the Boys Scout of America Equal Access Act.

Lack of English language skills will not be a barrier to admission and participation. The district may assess each student’s ability to benefit from specific programs through placement tests and counseling, and, if necessary, will provide services or referrals to better prepare students for successful participation.

Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to:

Angela Burdue
504 Coordinator
1200 Vermont, Avenue
St. Cloud, FL 34769
(407) 870-4897
Angela.Burdue@osceolaschools.net

2021-2022

Aviso de No Discriminacion

El Distrito Escolar del Condado de Osceola ofrece programas técnicos, incluyendo academias de carrera en donde los estudiantes pueden ganar una certificación industrial y de carrera. El Distrito prohíbe la discriminación en los términos y condiciones de empleo y acceso a programas educativos y actividades y prohíbe el acoso de cualquier persona o grupo basándose en raza, color, origen nacional, religión, sexo, edad, discapacidad, estado civil, orientación sexual o información genética (y de otras clases protegidas e incluidas en las políticas de no discriminación del distrito). El Distrito también brinda igualdad de acceso a sus instalaciones a los Boys Scouts y otros grupos juveniles patrióticos, como lo exige la Ley de Igualdad de Acceso de los Boy Scouts of América

Falta de conocimientos del idioma Inglés no será una barrera para la admisión y participación. El Distrito puede evaluar la capacidad de cada alumno en beneficio de los programas específicos a través de evaluaciones y asesoramiento y, si es necesario, proporcionará servicios o referencias para mejor preparar a los estudiantes para el éxito de participación.

Preguntas, quejas o peticiones de información adicional con respecto a la discriminación o acoso pueden enviarse a

Angela Burdue
504 Coordinator
1200 Vermont, Avenue
St. Cloud, FL 34769
(407) 870-4897
Angela.Burdue@osceolaschools.net

APPENDIX II: EQUITY POLICIES AND PROCEDURES

The School District of Osceola County, Florida makes its equity policies and procedures available in the following School District publications:

- Equity Handbook;
- Code of Student Conduct;
- Career Center Catalog;
- Employee Handbook;
- New Employee Orientation website and materials;
- School District's website [www.osceolaschools.net]; and
- Individual school websites.

School District publications are readily accessible in electronic form on the School District's website and available in paper form where appropriate.

Moreover, all Osceola County School Board Rules are available on the School District's website. In order to access these School Board policy documents, any member of the public may select and click on "Community" at the top of the School District home page, and then, on left side of "Community" webpage, select and click on "School Board Rules."

In particular, the following employee policies and procedures documents are included as part of our School District's Annual Notice of Equity Information and Identification of Equity Coordinators:

- Osceola County School Board Rule 2.70 -- Prohibiting Discrimination, Including Sexual and other Forms of Harassment
- Discrimination or Harassment Complaint Form
- Osceola County School Board Rule 6.35 -- Grievance Procedure for Personnel
- Osceola County Education Association (OCEA) Grievance Procedures
 - Instructional Employees Bargaining Unit
 - Article VIII
 - Appendix F: Grievance Form
 - Professional Support Staff Employees Bargaining Unit
 - Article VII
 - Appendix A: Grievance Form
- Teamsters Local 187 Grievance Procedures
 - Article XIV
 - Grievance Form

Please see the appropriate subsequent pages.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

PROHIBITING DISCRIMINATION, INCLUDING SEXUAL AND OTHER FORMS OF HARASSMENT

2.70*+

I. General Provisions

- A. To the extent the definitions included in this rule, such as the definitions for discrimination and harassment, are more broad than prevailing federal and state law, the application of this rule is not intended to create a private right of action against the School Board if the then prevailing federal and state law do not extend liability to the School Board.
- B. The application of this rule to vendors and volunteers is not intended to create a private right of action against the School Board to the extent the then prevailing federal and state law do not extend liability for actions by non-employees.
- C. If a legally sufficient complaint for harassment or discrimination is filed per this rule, the School District will take prompt remedial action against a party, including a volunteer or vendor. This rule is an operating guideline and the School Board reserves all legal defenses available to it in the event an action is filed.
- D. No person has a private action for damages against the School Board for discrimination/ harassment allegedly committed by an employee(s) (including managers) of the School District without first exhausting the complaint procedure in this rule thereby giving the School District an opportunity to first investigate and take appropriate remedial action. See *Faragher v. City of Boca Raton*, 118 S.Ct. 2275 (1998) and *Burlington Indus., Inc. v. Ellerth*, 118 S.Ct. 2257 (1998).

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

II. Policy Against Discrimination

- A. No person shall, on the basis of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, or pregnancy be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law.
- B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, students, or other persons or organizations protected by applicable law.
- C. The School Board shall admit students to District schools, programs, and classes without regard to race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, or pregnancy.

III. Policy Against Sexual Harassment or Other Forms of Harassment Prohibited by Law

- A. The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the School Board's commitment to equal opportunities and the prohibition of discriminatory practices. The School Board's prohibition against discriminatory practices includes prohibitions against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids sexual harassment, or any other form of illegal harassment, of any employee, student, volunteer, or visitor. The School Board will not tolerate sexual harassment, or any other form of illegal harassment by any of its employees, students, volunteers or agents.
- B. The prohibition against discrimination including sexual and other forms of illegal harassment shall also apply to non-employee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

IV. Definition of Sexual Harassment

- A. Prohibited sexual harassment includes, but is not limited to, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:
1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
 2. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.
 3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.
 4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding any term or condition of employment, employment or academic benefits, or services, honors, programs, or activities available at or through the school.
- B. Types of conduct which are prohibited in the School District and which may constitute sexual harassment include, but are not limited to:
1. Graphic verbal comments about an individual's body or appearance.
 2. Sexual jokes, notes, stories, drawings, pictures, or gestures.
 3. Sexual slurs, leering, threats, abusive words, derogatory comments, or sexually degrading descriptions.
 4. Unwelcome sexual flirtations or propositions for sexual activity or unwelcome demands for sexual favors, including but not limited to repeated unwelcome requests for dates.
 5. Spreading sexual rumors.
 6. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

7. Cornering or blocking normal movements.
8. Displaying sexually suggestive drawings, pictures, written materials, and objects in the educational environment.

V. Definition of Other Forms of Prohibited Harassment

- A. Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, pregnancy, or any other characteristic protected by law and that:
 1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;
 2. Has the purpose or effect of interfering with an individual's work or academic performance; or
 3. Otherwise, adversely affects an individual's employment or academic performance.
- B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:
 1. Epithets, slurs or negative stereotyping;
 2. Threatening, intimidating or hostile acts, such as stalking; or
 3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or School District office premises or circulated in the workplace or academic environment.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- VI. Retaliation Prohibited
 - A. Any act of retaliation against an individual who files a complaint alleging a violation of the School District's antidiscrimination policy and/ or sexual or illegal harassment policy or who participates in the investigation of a discrimination complaint is prohibited.
 - B. Retaliation may include, but is not limited to, any form of intimidation, reprisal or harassment based upon participation in the investigation of, or filing a complaint of, discrimination.

- VII. Procedures for Filing Complaint of Discrimination, Sexual Harassment, or Other Form of Illegal Harassment
 - A. Procedures for Filing Complaints
 - 1. Any person who believes that he or she has been discriminated against, or placed in a hostile environment based on race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, or pregnancy by an employee, volunteer, agent or student of the School District should within sixty (60) days of an alleged occurrence file a written or oral complaint. The complaint should set forth a description of the alleged discriminatory actions/harassment, the time frame in which the alleged discrimination occurred, the person or persons involved in the alleged discriminatory actions, and any witnesses or other evidence relevant to the allegations in the complaint.
 - 2. The complaint should be filed with the School Principal, Site Administrator, or supervisor. Complaints filed with the Principal, Site Administrator, or supervisor must be forwarded to the School District's Equal Employment Opportunity (EEO) Officer within five (5) days of the filing of the complaint. If the complaint is against the principal or site administrator, the complaint may be filed directly with the EEO Officer.
 - 3. If the complaint is against the School District's EEO Officer, the Superintendent, or other member of the School Board, the complaint may be filed with the School Board Attorney.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

B. Procedures for Processing Complaints

1. Complaints filed against persons other than the Superintendent or member of the School Board:
 - a. Upon receipt of the written complaint by the School District EEO Officer, the School District EEO Officer shall appoint an investigator to conduct an investigation of the allegations in the complaint. The investigator shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the investigator shall prepare a written summary of the investigation, and make a recommendation to the School District EEO Officer as to whether there is reasonable cause to believe a violation of the School District's antidiscrimination policy has occurred. Copies of documents, evidence and witnesses' statements which were considered in the investigation must be sent to the EEO Officer along with the summary and recommendation.
 - b. If the complaint is against the EEO Officer, the School Board Attorney shall appoint an investigator, who shall conduct an investigation in the manner set forth in section VI.B.1.a.
 - c. The investigation, summary, relevant documents, witnesses' statements, and recommendation should be completed and forwarded to the EEO Officer within thirty (30) days, or to the School Board Attorney within thirty (30) days, if the complaint is against the EEO Officer. The EEO Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) days whether there is reasonable cause to believe a discriminatory practice occurred.

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- d. If the EEO Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) days provide notice of the reasonable cause finding to the complainant and the accused. The EEO Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent.
- e. If the EEO Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation and other evidence, that there is no reasonable cause to believe a discriminatory practice occurred, he or she shall provide within ten (10) days notice of the finding of no reasonable cause to the complainant and accused.
- f. The complainant may request a no reasonable cause finding by the EEO Officer or School Board Attorney be reviewed by the Superintendent within ten (10) days of receipt of the no reasonable cause notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination. The complainant will also be given an opportunity to meet with the Superintendent and EEO Officer/ School Board Attorney to present his or her position. The Superintendent and EEO Officer/ School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) days of the conference make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.
- g. If review by the Superintendent is not timely requested, the EEO Officer or School Board Attorney's determination of no reasonable cause shall be final.
- h. The accused may request a reasonable cause finding by the EEO Officer or School Board Attorney be reviewed by the Superintendent within ten (10) days of receipt of the reasonable cause notice. The accused shall provide a written statement detailing facts in support of his or her disagreement with the determination. The accused will also be given an opportunity to meet with the Superintendent and EEO Officer/ School Board Attorney to present his or her position. The Superintendent and EEO Officer/ School Board Attorney shall

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) days of the conference make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.

- i. After providing the opportunity for an informal hearing as referenced in section VI.B.1.f. or VI.B.1.h., the Superintendent shall evaluate all the evidence, the investigation summary, recommendations and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within twenty (20) days of the informal hearing be forwarded to the accused and the complainant, and a copy of the notice will be filed with and maintained in the office of the School District EEO Officer and the Director of Human Resources and Employee Relations.

2. Complaints against School Board Members or against the Superintendent

- a. Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty (20) days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.
- b. The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.

- c. If reasonable cause is recommended by the investigator against a School Board Member or the Superintendent, if the Superintendent is an elected official, the recommendation shall within twenty (20) days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official.
- d. If reasonable cause is recommended by the investigator against the Superintendent, and the Superintendent is assigned by the School Board, the School Board shall receive and make the final determination.
- e. A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney, shall be final. In compliance with Florida Statutes, the investigation file shall become public record and the Superintendent or School Board Member shall answer to their constituency.

C. Penalties for Confirmed Discrimination or Harassment

1. Student - A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the *Code of Student Conduct*.
2. Employee or Volunteer - A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- D. Limited Exemption from Public Records Act and Notification of Parents of Minors
1. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act (FERPA). Limited disclosure may be necessary to complete a thorough investigation as described above. The School District's obligation to investigate and take corrective action may supersede an individual's right to privacy
 2. The parents of a person under the age of 18 who have filed a complaint of discrimination and/or harassment shall be notified within three (3) days of receipt of a complaint.

STATUTORY AUTHORITY: 120.54, 1001.41, 1001.43, 1012.23, F.S.

LAW(S) IMPLEMENTED: 112.51, 119.07, 760.01 *et seq.*,
1000.05, 1000.21, 1001.43, 1012.22, F.S.
34 CFR 99, 34 CFR 108, 34 CFR 200.43(c), P.L. 110-233

STATE BOARD OF EDUCATION RULE(S): 6A-19.001 *et seq.*

HISTORY: REVISION(S): 12/06/05, 02/06/07, 02/05/08, 10/21/08,
06/05/12, 04/21/15, 12/15/15
FORMERLY: 1.14, 1.22

CHAPTER 6.00 – HUMAN RESOURCES

GRIEVANCE PROCEDURE FOR PERSONNEL

6.35*+

This grievance procedure shall apply to any problem dealing with the treatment of personnel due to the alleged violation of existing School Board rules or policies, except discrimination, and harassment which are included to policy 2.70. Whenever an employee feels that he has a grievance, every effort shall be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be done, the more formal procedures stated herein will be followed in an effort to resolve grievances and preserve good morale. No grievance shall be processed anonymously.

I. Definitions

Grievance - Any claim by an employee or group of employees that there has been a violation, misinterpretation or misapplication of a School Board rule or policy, except Policy 2.70. The term grievance as used in this section and for the purposes of the procedures set forth herein, shall not apply to any matters or procedures covered by the terms of any contract entered into pursuant to Chapter 447, Florida Statutes.

Representative – Any person or legal counsel designated by the grievant.

Grievant – Any person or group of persons who initiated a grievance unable to be resolved in an informal manner.

Superintendent – The Superintendent, as duly holding office in Osceola County.

School Board – The School Board of Osceola County, Florida

Administrative Channel – The normal chain of command of administrative responsibility of the Osceola District Schools.

Days – Actual working days.

Rights – The rights of employees to

- A. Call upon any representative to aid and assist in any level of the grievance procedure.
- B. Request and receive for his representative a copy of all information pertaining to the grievance.
- C. Have all documents, communications and records dealing with the processing of the grievance kept separate from the assessment file of the participants.

CHAPTER 6.00 – HUMAN RESOURCES

- D. No reprisals of any kind shall be taken against any participant in the grievance procedures by reason of such participation.
- E. Sample forms shall be made available to all persons by the Superintendent.
- F. The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.
- G. If an individual does not file a grievance within ten (10) days after becoming aware of the act or condition on which the grievance is based, or after a reasonable person under similar circumstances should have become aware of such act or condition, then the grievance shall be considered to have been waived.
- H. Failure of the grievant to appeal the grievance to the next level within five (5) days shall be deemed to be acceptance of the decisions rendered at that level.
- I. The grievant and his representative shall have the right to be present at any and all levels.
- J. No employees, including probationary or substitute employee (OPS), may use the grievance procedure in any way to appeal discharge or a decision by the Superintendent not to renew his contract.
- K. Failure at any step of this procedure to communicate the decision on a grievance within the specified time shall permit the grievant to appeal at the next step of this procedure.

II. Procedure for Resolving Grievances

For individual grievances, the following procedures shall apply in the order specified below:

Level 1 – The grievant shall discuss the grievance with the principal or worksite supervisor for the purpose of resolving the grievance. If satisfactory results are not obtained within five (5) days, then

Level 2 – The grievant may file the grievance by submitting a written “Statement of Grievance” on a form (FC-120-183) provided by the School Board with the Assistant Superintendent of Personnel and Administrative Services, and a copy to any representative of his choice. It shall include the name of the employee involved, the facts giving rise to the grievance, the identity

CHAPTER 6.00 – HUMAN RESOURCES

by appropriate reference of all rules or policies alleged to be violated, the contention of the employee with respect to those provisions, and the specific relief requested. The Assistant Superintendent of Personnel and Administrative Services shall respond in writing within five (5) days. Copies shall be sent to any representative designated by the grievant.

Level 3 – If the grievant is not satisfied with the disposition of the grievance at level two (2) or if no decision has been rendered in writing within five (5) days the grievant may forward the written grievance form directly to the Superintendent, with copies to the person who caused the grievance and any other representative of his choice.

The Superintendent shall, within ten (10) days file his reply in writing to the grievance with copies to the person who caused the grievance and the grievant's representative.

If satisfactory results are not obtained at this level, then:

Level 4 – The grievant or his representative may forward the written grievance form within five (5) days directly to the School Board with copies to all concerned. Within fifteen (15) days after receipt of the grievance, the School Board chairperson shall call a meeting for the purpose of resolving the grievance. The School Board, at the discretion of the chairperson, may appoint an independent committee of its choosing to investigate the grievance. With twenty (20) days after the above meeting, the Board shall communicate its decision in writing and state its reason in writing, if requested to the grievant.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

447.401, 1001.43, 1001.49,
1012.22, 1012.27, F.S.

HISTORY:

FORMERLY: 3.15

**INSTRUCTIONAL EMPLOYEES
CONTRACT
BETWEEN
THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)
AND
THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)**



July 01, 2020 through June 30, 2021

**Tentative Agreement, October 27, 2020
Ratified by OCEA, November 16, 2020
Ratified by OCSB, November 17, 2020
Effective July 01, 2020, until June 30, 2021**

**Dr. Debra Pace,
Superintendent**

**Lare Allen,
OCEA President**

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ARTICLE VIII: GRIEVANCE PROCEDURE

- 8.01 Both parties encourage teachers and administrators to arrive at a satisfactory resolution in accordance with 4.01 of this agreement of any grievance on an informal basis directly with each other. When resolution cannot be reached, the parties may resort to the more formal procedures stated herein in an effort to resolve the grievance and preserve good morale.
- 8.02 Definitions
- 8.02-1 Grievance — Any claim by a teacher or a group of teachers that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 8.02-2 Grievant -- Any teacher or group of teachers, as defined in the teacher unit description set forth in the PERC certification, filing a grievance, and the Association with the right to file grievances limited to class actions and Association rights of representation as provided in this Contract.
- 8.02-3 Superintendent -- The Superintendent of the Osceola County School System
- 8.02-4 Administrative Channel --
- (1) Principal or other supervisor
 - (2) Director of Human Resources and Employee Relations
 - (3) Superintendent or Designee
- 8.02-5 Days -- Actual working days
- 8.02-6 Representative -- The Association, any person, or legal counsel designated by the grievant
- 8.02-7 Written Grievance – a statement which apprises the Board representative of the nature of the grievance which contains at least: (1) a reasonable description of the grievance and the facts upon which it is based; (2) the specific Articles and clauses claimed to have been violated; (3) the date or dates upon which the alleged violation took place; (4) the remedy or correction requested; and (5) the signature of the grieving party or their representative.

8.03 The Rights of Teachers

8.03-1 Teachers shall have the right to call upon any representative(s) to aid and assist in any level(s) of the grievance procedure. The grievant, his representative, and the Association shall have the right to be present at all levels.

8.03-2 Teachers shall have the right to have all documents, communications, and records dealing with the processing of the grievance kept separately from the personnel file of the grievant.

8.03-3 No reprisals of any kind shall be taken against any participant in the grievance procedure due to such participation.

8.03-4 The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.

8.03-5 If the grievant does not file a grievance within fifteen (15) days after the act or condition on which the grievance is based, is known or should have known, the right to grieve such act or condition shall be considered waived.

8.03-6 Failure of the grievant to appeal a decision to the next level of the grievance procedure within five (5) days of receipt of the decision shall be deemed to be acceptance of the decision rendered at that level.

8.03-7 Failure at any step in this grievance procedure to communicate the decision on a grievance within the specified time period shall permit the grievant to appeal to the next level in this procedure.

8.03-8 All meetings or conferences at Level I of the grievance procedure may be held during the regular teacher workday at a time mutually agreed upon by the parties. All meetings at and after Level II of the grievance procedure shall be held after the regular teacher workday, unless by mutual agreement of the parties, the meetings can be scheduled during the teacher workday.

8.03-9 Nothing in this grievance procedure shall be interpreted as to limit or waive any rights or privileges granted to teachers or the Association by Florida Statutes.

8.03-10 Association representatives will be entitled to inspect non-confidential data relevant to a grievance, and may request and receive copies thereof without charge up to a maximum of a total of ten (10) copies per grievance. Additional copies will be provided at cost.

8.04 Procedure for Resolving Grievances:

8.04-1 Level I - The grievant will discuss the grievance with the principal or other supervisor except that Association or class action grievances may be filed directly with the Superintendent. In the discussion, the employee shall advise the administrator of the particular section(s) of the Contract the employee believes was (were) violated, and how they allegedly were violated. The administrator shall verbally respond to the grievant within five workdays of the meeting, and include an explanation as to why the administrator believes the contract was not violated.
(08/17/05)

8.04-2 Level II - If the grievant is not satisfied with the verbal disposition of the grievance at Level I, or if no decision has been rendered within five (5) days, then the grievant may file a written "Statement of Grievance" on a form provided by the Superintendent and available at each school, with the Director of Human Resources and Employee Relations. See Appendix F for grievance form.
(08/17/05)

8.04-3 Level III - If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered in writing within five (5) days, then the grievant may file a written "Statement of Grievance" with the Superintendent. The Superintendent may at his/ her discretion have his/her designee review and render a decision.

8.04-4 If the grievance is not settled at Level III or no decision is received in writing within ten (10) days, it may be submitted for arbitration by the Association within twenty (20) days.

When an arbitration hearing is held, participating teachers shall be given released time to attend the hearing.

8.04-5 The Federal Mediation and Conciliation Service (FMCS) will be requested to submit a panel of five (5) arbitrators from which the parties shall mutually select the arbitrator. If the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the Federal Mediation and Conciliation Service (FMCS) shall appoint the arbitrator.

8.04-6 Both parties agree to abide by the Voluntary Rules of the Federal Mediation and Conciliation Service (FMCS).

8.04-7 The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

8.04-8 The parties shall share equally the arbitrator's fees and expenses.

8.04-9 The decision of the arbitrator shall be final and binding as set forth in Florida Statutes Chapter 447.

APPENDIX F: Grievance Form

Osceola County Education Association
School Board of Osceola County, Florida

Grievance # _____

Name: _____ School District Employee ID #: _____

Supervisor: _____ Work Location: _____

Date: _____

Applicable Contract Provisions: _____

Date Grievance Occurred: _____

Description:

Relief Sought:

Signature of Grievant: _____ Date: _____

LEVEL I Grievant and Supervisor met to discuss issue and attempt to resolve.

Date of Meeting: _____

LEVEL II Response by Chief Human Resources Officer

Date Received: _____

GRANTED

DENIED

Response by the Chief Human Resources Officer:

Signature: _____ Date: _____
Chief Human Resources Officer

FC-700-245

Grievance # _____

Name: _____ SS#: _____

LEVEL III Response by Superintendent or Designee

Date Received: _____

GRANTED

DENIED

Response by Superintendent:

Signature: _____ Date: _____
Superintendent

LEVEL IV Submit to Arbitration

Date Submitted: _____

Award of the Arbitrator: _____

SEE ATTACHMENTS

EDUCATION STAFF PROFESSIONALS (ESP)
CONTRACT
BETWEEN
THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)
AND
THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)



July 01, 2019 through June 30, 2020

Tentative Agreement, May 09, 2019
Ratified by OCEA, May 22, 2019
Ratified by OCSB, May 21, 2019
Effective July 01, 2019

Dr. Debra Pace,
Superintendent

Apryle Jackson,
OCEA President

ARTICLE VII: GRIEVANCE PROCEDURE

Section A. Grievance

Grievance - Any claim by a bargaining unit employee or a group of bargaining unit employees that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

Grievant - Any bargaining unit employee or group of employees, as defined in the bargaining unit description set forth in the PERC certification, filing a grievance and the Association with the right to file grievances limited to class actions and Association rights of representation as provided in this Contract.

Written Grievance - a statement which apprises the Board representative of the nature of the grievance which contains at least: (1) a reasonable description of the grievance and the facts upon which it is based; (2) the specific Articles and clauses claimed to have been violated; (3) the date or dates upon which the alleged violation took place; (4) the remedy or correction requested; and (5) the signature of the grieving party or their representative.

Section B. General Provisions

Both parties encourage employees and administrators to arrive at a satisfactory resolution in accordance with this agreement of any grievance on an informal basis directly with each other. When resolution cannot be reached, the parties may resort to the more formal procedures stated herein in an effort to resolve the grievance and preserve good morale.

Administrative Channel –

- (1) Principal or other supervisor
- (2) Chief Human Resource Officer
- (3) Superintendent or Designee

1. Unit employees shall have the right to call upon any representative(s) to aid and assist in any level(s) of the grievance procedure. The grievant, his representative, and the Association shall have the right to be present at any and all levels.
2. Unit employees shall have the right to have all documents, communications, and records dealing with the processing of the grievance kept separately from the personnel file of the grievant.
3. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
4. The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.
5. If the grievant does not file a grievance within fifteen (15) days after the act or condition on which the grievance is based, is known or should have known, the right to grieve such act or condition shall be considered waived.

6. Failure of the grievant to appeal a decision to the next level of the grievance procedure within five (5) days of receipt of the decision shall be deemed to be acceptance of the decision rendered at that level.
7. Failure at any step in this grievance procedure to communicate the decision on a grievance within the specified time period shall permit the grievant to appeal to the next level in this procedure.
8. All meetings or conferences at Level I of the grievance procedure may be held during the regular bargaining unit employee workday at a time mutually agreed upon by the parties. All meetings at and after Level II of the grievance procedure shall be held after the regular employee workday, unless by mutual agreement of the parties, the meetings can be scheduled during the employee workday.
9. Nothing in this grievance procedure shall be interpreted as to limit or waive any rights or privileges granted to employees or the Association by Florida Statutes.
10. Association representatives will be entitled to inspect non-confidential data relevant to a grievance, and may request and receive copies thereof without charge up to a maximum of a total of ten (10) copies per grievance. Additional copies will be provided at cost.

Section C. Procedure for Resolving Grievances

1. Level I - The grievant will discuss the grievance with the principal or other supervisor except that Association or class action grievances may be filed directly with the Superintendent. In the discussion, the employee shall advise the administrator of the particular section(s) of the Contract the employee believes was (were) violated, and how they allegedly were violated. The administrator shall verbally respond to the grievant within five workdays of the meeting, and include an explanation as to why the administrator believes the contract was not violated.
2. Level II - If the grievant is not satisfied with the verbal disposition of the grievance at Level I, or if no decision has been rendered within five (5) days, then the grievant may file a written "Statement of Grievance" on a form provided by the Superintendent and available at each school, with the Chief of Human Resources.
3. Level III - If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered in writing within five (5) days, then the grievant may file a written "Statement of Grievance" with the Superintendent. The Superintendent may at his/her discretion have his/her designee review and render a decision.
4. If the grievance is not settled at Level III, or no decision is received in writing within ten (10) days, it may be submitted for arbitration by the Association within twenty (20) days.
5. When an arbitration hearing is held, participating unit employees shall be given released time to attend the hearing.
6. The Federal Mediation and Conciliation Service (FMCS) will be requested to submit a panel of five (5) arbitrators from which the parties shall mutually select

the arbitrator. If the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the Federal Mediation and Conciliation Service (FMCS) shall appoint the arbitrator. Both parties agree to abide by the Voluntary Rules of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

7. The parties shall share equally the arbitrator's fees and expenses.
8. The decision of the arbitrator shall be final and binding as set forth in Florida Statutes Chapter 447.

APPENDIX A: GRIEVANCE FORM

Osceola County Education Association
School Board of Osceola County, Florida

Grievance # _____

Name: _____ SS#: _____

Supervisor: _____ Work Location: _____

Date: _____

Applicable Contract Provisions: _____

Date Grievance Occurred: _____

Description:

Relief Sought:

Signature of Grievant: _____ Date: _____

LEVEL I Grievant and Supervisor met to discuss issue and attempt to resolve.

Date of Meeting: _____

LEVEL II Response by Chief Human Resources Officer

Date Received: _____

GRANTED

DENIED

Response by the Chief Human Resources Officer:

Signature: _____ Date: _____
Chief Human Resources Officer

FC-700-245

Grievance # _____

Name: _____ SS#: _____

LEVEL III Response by Superintendent or Designee

Date Received: _____

GRANTED

DENIED

Response by Superintendent:

Signature: _____ Date: _____
Superintendent

LEVEL IV Submit to Arbitration

Date Submitted: _____

Award of the Arbitrator: _____

SEE ATTACHMENTS

CONTRACT

BETWEEN

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

AND

TEAMSTERS LOCAL NO. 385

2020 – 2023



2020-2023 Edition

Ratified by Teamsters Local 385, February 1, 2021

Approved by SDOC, February 2, 2021

Debra Pace
Superintendent

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ARTICLE 14

GRIEVANCE/ARBITRATION

Section 1 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the welfare or working conditions of employees.

Section 2 - Definition of Grievance

A grievance within the meaning of this Agreement shall consist of an allegation that there has been a misapplication or misinterpretation of any of the provisions of this Agreement.

Section 3 - Representation

- A. All bargaining unit employees shall have the right of Union representation at each step of the grievance procedure, if they desire and the Union agrees. If a bargaining unit employee desires Union representation, and the Union agrees to represent the grievant, no grievant will be required to discuss any grievance if a designated Union representative is not present.
- B. The Union shall provide the Board a list of stewards and representatives who shall serve as representatives of an employee grievant when he or she desires representation, and the Union agrees to represent the grievant. The Board shall have no obligation to deal with individuals identifying themselves as stewards or representatives who are not on the list submitted by the Union. The Union shall notify the Board of changes in a timely manner.
- C. Nothing in this Agreement shall be construed to prevent any bargaining unit employee from presenting, at any time, his or her own grievance in person or by legal counsel to the responsible supervising administrator which alleges violation of a specific article and section of this Agreement. Such grievances may be adjusted without the intervention of the Union, but no adjustment will be made that is inconsistent with the terms of this Agreement and must be presented as outlined in Florida Statutes. Prior to the presentation of such grievance, the employee shall furnish the Superintendent or designee with a written statement from the Union indicating that the Union will not represent the employee. An employee must exhaust the entire negotiated grievance procedure, including arbitration, before initiating an appeal to the School Board. When presenting his or her own grievance and notwithstanding any other terms and conditions set forth in this Agreement, the employee shall bear the full costs of all expenses, including but not limited to, time lost from work, expense of his or her own counsel, fees for the preparation and presentation of documents and fees, services or other costs of an arbitrator, costs of transcripts, fees charged for the use of meeting/hearing room(s) or other facility, or any other appeal. The union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- D. When attending meetings called at any step of the grievance procedure during working hours, the steward shall notify his or her manager of the time that such meeting will begin and shall report back to work immediately after the end of the meeting. While attending such meetings during work time, the steward shall suffer no loss of pay and shall not be required to use accumulated leave. The steward shall not be compensated for attending such meetings outside of his or her regular work time.

1 **Section 4 - Effect of Time Limits**

2
3 The failure of the grievant and/or the Union to file the grievance or proceed from one step of the grievance
4 procedure to the next step within the time limits set forth herein shall be deemed to be a waiver of the grievance
5 and shall constitute a waiver of all future appeals concerning the particular grievance.
6

- 7 1. The failure on the part of any Board representative to render a decision on the grievance within the time
8 limits set forth in this Agreement shall operate as a denial of the grievance and entitle the employee to
9 proceed to the next step.
10
11 2. All time limits may be extended by mutual written agreement. The term day or workdays for purposes
12 of this Article shall be defined as Monday through Friday, exclusive of recognized holidays. The parties
13 agree it is important that grievances be processed as rapidly as possible. The number of days indicated at
14 each level is to be considered the maximum and every effort shall be made to expedite the process before
15 the deadlines are reached. The day following the day the grievant knew or should have known of the
16 occurrence on which a grievance is based shall be counted as the first day for purposes of filing a
17 grievance.
18

19 **Section 5 - Grievance Procedure**

- 20
21 A. Any grievance arising under this Agreement, whether pursued independently or with union
22 representation, shall be processed through the grievance procedures as outlined herein until resolution is
23 reached or the grievance is waived. A grievance may be withdrawn at any level. By mutual written
24 consent, the parties may agree to bypass any step in this procedure.
25
26 B. At any meeting called at any step of the grievance procedure, the grievant shall be entitled to the presence
27 of a steward and/or a representative; provided, however, that the inability of a particular steward or
28 representative to attend a meeting that was mutually agreed upon within the time frames for the Board
29 representative to respond to a grievance shall not be grounds for the meeting to be postponed beyond five
30 (5) working days from when the meeting was initially set. All meetings at any level of the grievance
31 procedure will be held during a time that will not interfere with the employee's duties and responsibilities.
32 In the event a meeting is required by management, outside of normal working hours, the employee shall
33 not be compensated for time spent in such meeting.
34
35 C. In the event that an employee believes there is a basis for a grievance, the grievant shall first meet
36 informally with his or her immediate supervisor. The purpose of this meeting shall be to provide an
37 opportunity for both parties, the grievant and the supervisor, to discuss the situation, share all pertinent
38 information, and to attempt to reach resolution of the situation. A Union Representative shall have the
39 right to be present at this discussion, at the employee's request. Any adjustment reached in the informal
40 discussion must be consistent with the terms of this Agreement unless approved by the Union and the
41 Superintendent and committed to writing by both entities.
42

1 D. If the informal discussion fails to bring about resolution of the matter, the employee may file a formal
2 written grievance pursuant to the steps set forth below. (Attached as Appendix D)

3
4 Step I

5
6 In order to be deemed timely, a written grievance must be delivered in person or by certified mail, return
7 receipt requested, to the grievant Supervising Administrator with ten (10) days after the grievant knew or
8 should have known of the occurrence on which the grievance is based. The failure of any employee to
9 meet this time limit shall render the grievance moot, and the Board shall have no obligation thereafter to
10 process the grievance through the steps of the grievance procedure, including arbitration.

11
12 All written grievances must be presented on the official Union grievance form, attached to this Agreement
13 as Appendix D.

14
15 The Supervising Administrator shall meet with the employee and the Union representative(s) within five
16 (5) days after receiving the written grievance.

17
18 Step II

19
20 The Supervising Administrator shall have seven (7) days from the Step I meeting to render a written
21 response. The response shall contain a reasonably complete explanation for the grievance being granted
22 or denied.

23
24 Step III

25
26 If the aggrieved employee is not satisfied with the response of the Supervising Administrator, he or she
27 may appeal the response in writing to the Director of Human Resources, in person or by certified mail,
28 return receipt requested, within seven (7) days after receipt of the written decision of the Supervising
29 Administrator.

30
31 The Director of Human Resources shall have a meeting with employee and the Union representative(s)
32 to discuss the grievance within seven (7) days after receiving the written grievance.

33
34 The Director of Human Resources shall have seven (7) days from the Step II meeting to render a written
35 decision in response to the grievance. The Director of Human Resources shall be required to explain his
36 or her reasons for granting or denying the grievance only if it differs from the decision of the Supervising
37 Administrator.

38
39 Step IV

40
41 If the aggrieved employee is not satisfied with the response of the Director of Human Resources, he or
42 she may appeal the response in writing to the Superintendent, either in person or by certified mail, return
43 receipt requested, within seven (7) working days after receipt of the written decision of the Director of
44 Human Resources.

1 The Superintendent or his/her designee shall have a meeting with the employee and the Union
2 representative(s) to discuss the grievance within seven (7) days after receiving the grievance.

3
4 The Superintendent or his/her designee shall have ten (10) days from the Step III meeting to render a
5 written decision in response to the grievance. The Superintendent or his/her designee shall only be
6 required to explain his/her reasons for granting or denying the grievance if it differs from the decision of
7 the Supervising Administrator or the Director of Human Resources.

8
9 Step V

10
11 Within fifteen (15) days after receipt of the previous decision the Union may invoke arbitration by filing
12 a request for arbitration with the Federal Mediation and Conciliation Service (FMCS) and by delivering
13 a copy of the request to the Superintendent in person or via certified mail, return receipt requested. The
14 party filing for arbitration shall be responsible for all filing fees or other costs of securing the arbitration
15 panel from FMCS.

16
17 FMCS shall furnish a panel of seven (7) names. Within seven (7) days of receipt of the panel from FMCS,
18 either party shall have the right to reject the first list provided before the striking out of names occurs.
19 Upon rejection of the first list, either party may request a second panel of seven (7) names from FMCS.
20 Each party is limited to one (1) list rejection. No more than (2) panels may be rejected by the parties per
21 arbitration. Within seven (7) days of receipt of the final list from the FMCS, the parties shall select an
22 arbitrator from the list by alternately striking three (3) names each, thus leaving the seventh who shall be
23 the impartial arbitrator. The party requesting the list shall have the first strike.

24
25 Once selected, the arbitrator shall proceed as soon as practicable to hold a hearing and render a decision
26 regarding the grievance. No later than twenty (20) days prior to the hearing, each party shall submit to
27 each other all documents that they intend on introducing into evidence at the hearing. Any documents
28 not provided at this stage in the proceedings cannot be considered by the arbitrator absent mutual consent
29 of the parties. The lone exception to this rule is where a party seeks to introduce newly discovered
30 evidence which by due diligence could not have been discovered in time for making the initial submission
31 to the arbitrator. In this instance, the party seeking to introduce evidence to the arbitrator not previously
32 disclosed must demonstrate that the evidence is material to the outcome of the case and that it could not
33 have been discovered prior to the initial disclosure by an exercise of due diligence. The question of
34 whether due diligence was exercised shall be determined by the arbitrator.

35
36 It shall be the function of the arbitrator, and he or she shall be empowered, except as his powers are
37 limited below, after due investigation, to make a decision in cases of alleged violation of the specific
38 articles and sections of this Agreement. The arbitrator shall have no power to change any policy, or rule
39 of the Board, nor to substitute his or her judgment for that of the Board as to the reasonableness of such
40 policy or rule. The arbitrator shall not have the authority to add to, subtract from, disregard, alter or
41 modify any of the terms of this Agreement. If either party disputes the arbitrator of any grievance under
42 the terms of this Agreement, the arbitrator shall be presented with and decide that issue at the outset of
43 the hearing and shall decide if the grievance is arbitrator, subject to judicial review in accordance with
44 law. The arbitrator may hear more than one (1) grievance at a time by mutual consent of the parties. The
45 arbitrator shall have no authority to consider or rule upon any matter, which is not a grievance as defined
46 in this Agreement. The discipline, suspension or termination of an employee who has been employed
47 less than the full probationary period (first ninety calendar days for purposes of this Article) shall not be
48 made the subject of a grievance.

1 In all disciplinary cases at arbitration, the Board shall have the burden of proof by a preponderance of the
2 evidence. In all non-disciplinary cases at arbitration, the grievant and/or Union shall have the burden of
3 proof by a preponderance of the evidence. The hearing shall be conducted in accordance with the rules
4 of the Federal Mediation and Conciliation Service.

5
6 The arbitrator may not issue declaratory or advisory opinions and shall confine him or herself exclusively
7 to the question, which is presented. The arbitrator shall issue a final and binding decision and award,
8 subject only to appeal pursuant to applicable provisions of the law. The arbitrator's decision will be in
9 writing and will set forth findings of fact, reasoning and conclusions on the issues submitted.

10 11 **Section 6 - Other Provisions**

- 12
13 A. Each party shall bear the expense of its own witnesses and its own representatives. The parties shall
14 equally bear the expense of the impartial arbitrator. Any party requesting a copy of the transcript of such
15 arbitrator shall bear the cost of same. The Union shall not be responsible for costs of the arbitrator or the
16 arbitration process if the Union does not desire to carry a specific grievance to arbitration. In such case,
17 the grievant(s) may proceed to arbitration independently, provided that the costs thereof are assumed by
18 the grievant(s). The Union, however, shall be entitled to be present during the arbitration hearing. The
19 Union shall not be bound by any decision of any arbitrator in any case that they do not participate in.
20
- 21 B. All bargaining unit employees shall have the right to meet with a Union representative during regular
22 work hours with pay for a period of time not to exceed one (1) hour where in the opinion of the grievant
23 immediate supervisor such access would not interfere with the duties or responsibilities of the grievant
24 and where the Union is investigating the facts to file or pursue a grievance. Upon entering District
25 property, Union representatives shall comply with the sign-in/sign-out procedures of the Board.
26
- 27 C. In dealing with the processing of grievances, Union representatives shall be granted reasonable access to
28 classified personnel during the working day where in the opinion of the grievant immediate supervisor
29 such access will not interfere with the duties or responsibilities of the persons involved.
30
- 31 D. No reprisals shall be invoked against any party or parties for processing a grievance or participating in
32 any way in the grievance procedure.
33
- 34 E. Documents of any kind or form pertaining to the initiating, processing or settlement of any grievance
35 shall be placed in a separate file established solely for this purpose. Said separate file shall be accessible
36 to the Union and to the grievant(s) and to the public to the extent required by law.
37

38 **Section 7- Back Pay**

39
40 Back pay, if any, shall be determined by the arbitrator; provided, however, that the arbitrator must take into
41 consideration such factors as unemployment compensation or earnings after suspension or termination by the
42 Board; provided, however, that amount of back pay awarded shall not be reduced by the compensation earned
43 by the grievant from the grievant "normal" second job during the period of time he or she was on suspension or
44 discharge.
45

46 **Section 8 - Class Action Grievances**

1 The Union has the right to file a class action grievance on behalf of two or more bargaining unit employees of
2 the same class. All class action grievances must be filed on the Union class action grievance form attached as
3 Appendix D. In order to constitute a class action grievance, the employees involved must all have common
4 duties, functions and responsibilities, or all must have the same grounds for the grievance. A class action cannot
5 be instituted where disciplinary action is involved.
6

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APPENDIX D
GRIEVANCE FORM

**TEAMSTERS LOCAL 385
GRIEVANCE FORM**

**1
2**

3 Social Security No _____ Date Grievance Occurred _____, 20__

4 Name _____ Date Grievance Filed _____, 20__

5 Address _____

6 City _____ State _____ Zip _____

7 Phone # _____

8 Job Classification _____ Worksite location: _____

IMPORTANT: Give particulars in detail, including all dates, times, and places so that your grievance may be presented intelligently. It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

9 PLEASE PRINT: Articles(s) Violated:

10 _____

11 _____

12 _____

13 _____

14 Remedy Sought:

15 _____

16 _____

17 _____

18 By presenting this grievance, the employee grants to the Union complete authority to present, negotiate and bargain
19 regarding this grievance and agrees to be bound by such disposition of the grievance as may be made or agreed to
20 by the Union or its designated Representatives.

21 Employee's Signature: _____ Date: _____

22 Steward's Signature: _____ Date: _____

23 Step I - Supervising Administrator's Signature: _____

24 Date received: _____ Meeting Date: _____

25 Response: _____

26 Step II - Chief Human Resources Officer Signature: _____ Date received: _____

27 Meeting Date: _____ Granted Denied

28 Response: _____ Date faxed to Union: _____, 20__

29 Step III - Superintendent/Designee's Signature: _____ Date received: _____

30 Meeting Date: _____ Granted Denied

31 Response: _____ Date faxed to Union: _____, 20__

**32
33
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35**