

ARTICLE VII -- GRIEVANCE PROCEDURES

Section 1. Purpose

It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment, as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of M-DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance will not adversely affect the employee's standing with the employer.

The Union has the right not to process grievances of non-dues-paying employees. It is agreed that the bargaining agent reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing only if the bargaining agent has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

Section 2. Definitions

- A. Grievance--Formal allegation by an employee(s) and/or the bargaining agent that there has been a violation, misinterpretation, misapplication of any of the terms and conditions of employment set forth in this Agreement.
- B. Aggrieved Employee(s) -- Employee(s) filing the grievance.
- C. Supervising Administrator -- The individual having immediate administrative authority over the aggrieved employee(s).
- D. Immediate Superintendent -- That Assistant or Associate Superintendent having immediate administrative authority over the supervising administrator.

Section 3. Procedures

STEP 1 -- The aggrieved employee, with or without the Union Steward, shall discuss the grievance or dispute with the supervising administrator within five working days of the occurrence or knowledge giving rise to the grievance.

If after discussion with the supervising administrator, the grievance has not been resolved, the grievance shall be offered, in writing, within 10 working days, to the supervising administrator, who shall conduct a meeting with the aggrieved employee and his/her Union representative and respond, in writing, within 10 working days. The grievance shall be on the proper form for this Step.

STEP II -- If the grievance or dispute has not been satisfactorily resolved at Step I, the Union Steward and/or the aggrieved employee and the Union representative may appeal the grievance to the immediate Director within 10 working days after the supervising administrator's response is due. The immediate Director shall conduct a meeting with the aggrieved employee and his/her Union representative and respond, in writing, within 10 working days. The grievance shall be on the proper form for this Step.

STEP III -- If the grievance has not been satisfactorily resolved at Step II, the employee may submit the grievance to the Assistant Superintendent for Full Service Schools within 10 working days after the immediate Director's response is due. The Assistant Superintendent for Full Service Schools shall conduct a meeting with the aggrieved employee and his/her Union representative and respond, in writing, within 10 working days. The grievance shall be on the proper form for this Step.

Failure to observe the time limits for submission of a grievance, at any step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

The parties acknowledge that, as a principle of interpretation, employees are obligated to work, as directed, while grievances are pending.

All responses required at Steps I, II, and III above shall be directed to the employee, with a copy furnished to the Union.

It is understood and agreed by the employer, members of the unit, and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

It is further understood and agreed that the aggrieved employee(s) shall be granted released time with pay to attend formal proceedings, as described herein, which are held during working hours. Additional employee witnesses, who may be needed to insure a full hearing on the merit of the issues, shall be given released time with pay, provided the agent of M-DCPS and AFSCME, Local 1184 mutually agree on the number of representatives. If the formal proceedings extend beyond the employee's workday, the time spent beyond the employee's workday at the formal proceedings shall not be considered time worked and shall not be with pay.

Section 4. Arbitration

If the decision of the Assistant Superintendent for Full Service Schools has not satisfactorily resolved the grievance, AFSCME, Local 1184 may request arbitration, in writing, to the Chief Officer for Labor Relations, no later than 15 working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Assistant Superintendent for Full Service Schools. Upon receipt of request for arbitration and, in no event later than 15 working days, the Chief Officer for Labor Relations shall set in motion the necessary machinery to expedite an early hearing by the arbitrator. The bargaining agent reserves the exclusive right to institute the Arbitration Procedures under this Agreement. At the arbitration hearing, the aggrieved employee shall be accompanied by the AFSCME, Local 1184 representative and such additional non-employee Union

representatives as shall be approved by the arbitrator. The arbitrator shall render his/her decision no later than 30 days after the conclusion of the final hearing. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

SELECTION: The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association or the Federal Mediation Conciliation Service.

POWERS: The Arbitration Award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his/her decision to the application and interpretation of this Agreement and the arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The costs of the services of the arbitrator shall be shared equally by both parties to this Agreement. Where, in accordance with Section 1 of this Article, a bargaining unit member (not the Union) has processed a grievance through arbitration, the cost of the services of the arbitrator shall be shared equally by the employer and the bargaining unit member.

Section 5. Letter of Inquiry

Either the immediate superintendent or the bargaining agent may send a Letter of Inquiry on the stipulated Letter of Inquiry form to the Chief Officer for Labor Relations for the purpose of seeking a clarification of a Miami-Dade County Public Schools Rule, State Law, and/or the terms and conditions of employment as set forth in this Agreement.