

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **A. Purpose**

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purpose of this procedure is to provide an orderly process for reviewing and resolving grievances promptly.

### **B. Definitions**

1. A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or terms of this agreement are not within the scope of this process.
2. A "grievant" is a member or members of the representation unit covered by this agreement who files a grievance.
3. A "day" is any day in which Santa Cruz City Schools are in session, including Adult Summer School.

### **C. Time Limits**

Every effort shall be made to complete action within the limits contained within the grievance procedure; time limitations may be shortened or extended by written stipulation of both parties.

### **D. Informal Level**

Within fifteen (15) days after the grievant knew, or by reasonable diligence would have known of an event or circumstances occasioning the alleged grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

### **E. Formal Level I**

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) days after the informal discussion.

2. The formal document shall be a clear, concise statement of the grievance citing specific sections of this agreement allegedly violated, misinterpreted or misapplied, the circumstances involved and the specific remedy sought.
3. Within seven (7) days after filing of the formal grievance, the Principal of the Adult School shall investigate the grievance and give his/her decision in writing to the grievant.

F. Formal Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within seven (7) days to the Superintendent or his/her designee. The grievant may file a copy with the GSCFT.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reason for the appeal.
3. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. Formal Level III

1. If the grievant is not satisfied with the decision rendered pursuant to Level II, the GSCFT may submit in writing to the Superintendent notice to proceed to advisory arbitration of the dispute.
2. Said notice shall be made within ten (10) days.
3. Upon receipt of the written notice, the Superintendent shall request the State Conciliation Service to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the GSCFT. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent and GSCFT President shall either mutually agree upon an arbitrator or strike names from the list until one (1) name remains. The striking of the first name shall alternate with the GSCFT having the first opportunity.
4. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of the provisions.
5. The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board of Education, the grievant and the GSCFT.

6. The arbitrator shall rule upon the issue of arbitrability, if there is such an issue, prior to hearing the merits of the grievance.
7. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally, except that if the Board does not comply with the recommendation of the arbitrator, the District shall pay the entire arbitrator and court reporter fees. Any additional expenses shall be borne by the party incurring such expenses.
8. The Board shall review the written record including the findings and recommendations of the arbitrator and render a decision no later than the second regularly scheduled meeting after receiving the recommendations.

H. Miscellaneous

1. Response - If the District fails to respond to a grievance within the time limits specified for that level, the grievance may be appealed to the next level.
2. Conference - Grievants shall have the right to a conference upon request at each level.
3. Records - All records of the proceeding shall be retained by the Human Resources Department.
4. Reprisals - No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
5. Representation - Each party may be accompanied by a union representative.
6. Pay - A grievant required by the District to absent himself/herself by reason of these grievance procedures shall not suffer any loss of pay. The processing of a grievance shall be at times other than during the instructional day except at Level III.
7. Time Limitations - Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. Initiate Grievance at Level II - If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or immediate supervisor, the aggrieved person(s) may submit such a grievance in writing to the Superintendent or his/her designee.
9. Forms - Forms for filing and processing grievances shall be prepared jointly by the administration and the GSCFT with the cost being borne jointly.

10. Discharge of Duties - The grievant shall continue to discharge his/her duties and comply with the direction of the administration until the grievance is resolved.