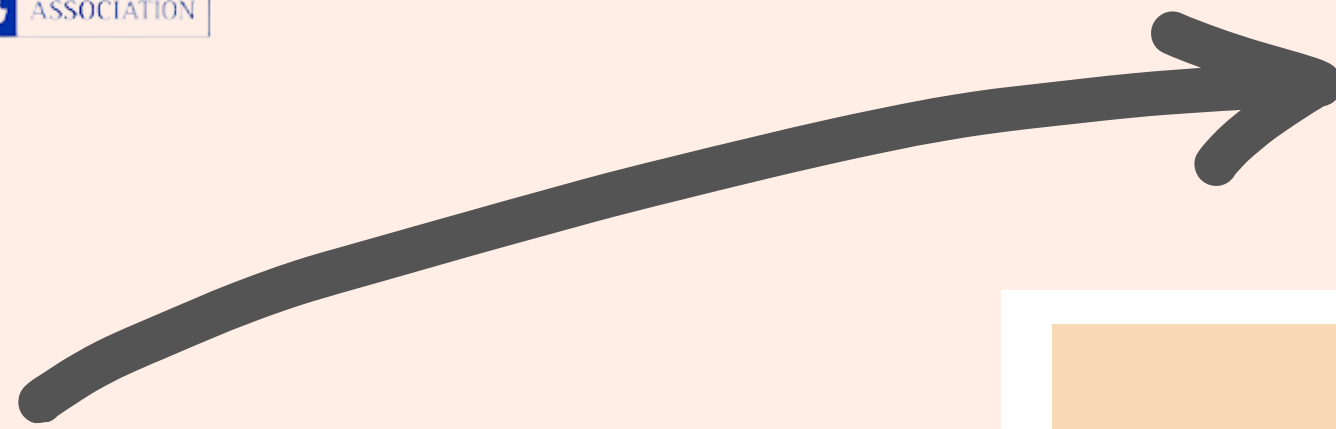




# 5 Steps to a Grievance



## 4.4 Informal Level

4.4.1 Within ten (10) days after the event or circumstances occasioning the grievance, the grievant shall initially meet with her/his immediate supervisor/principal (or principal's designee) in an attempt to resolve the grievance informally.

## 4.5 Level 1

4.5.1 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. (use the grievance form attached on our PEA website)

4.5.2 The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

4.5.3 Within ten (10) days after the filing of the formal grievance, the immediate supervisor/principal (or principal's designee) shall investigate the grievance and give her/his decision in a clear, concise, written statement to the grievant.

## 4.6 Level 2

4.6.1 If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the superintendent or his/her designee. The grievant may file a copy with the Association.

4.6.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

4.6.3 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 a clear, concise, written statement to the grievant.

## 4.7 Level 3

4.7.1 If the grievance is not resolved to the satisfaction of the grievant at Level II, within ten (10) days of delivery to the grievant of the Level II decision of the Superintendent, PEA and the District may, by mutual agreement, request the California State Conciliation and Mediation Service (CSCMS) for the appointment of State mediator. Upon appointment of the mediator, mediation 5 shall be scheduled according to availability of the mediator and the parties. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by all parties to the mediation. All settlement agreements shall be non-precedential and shall constitute only a settlement of the particular grievance. If there is no mutual agreement for mediation, the grievance moves to Level IV.

## 4.8 Level 4

4.8.1 If the grievant is not satisfied with the disposition of the grievance at Level III the aggrieved person may, within ten (10) days after a decision by the superintendent or his/her designee, request in writing, that the Association submits his/her grievance to arbitration. The Association, by written notice to the superintendent within fifteen (15) days after the receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

4.8.2 An impartial arbitrator shall be selected jointly by the Association and the District within fifteen (15) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Services shall be requested to supply a list of five (5) names; alternate names shall be stricken until only one name remains.

4.9.9 Continue Duties: The grievant shall continue to discharge assigned duties and comply with the direction of the administration while the grievance is being resolved.

4.9.10 Forms: Forms for filing and processing grievances shall be prepared jointly by the District and the Association.

4.9.11 Grievance without Intervention: An employee may present a grievance without the intervention of the Association as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement, provided that he/she shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. .