

Distributed on August 8, 2022

## 19. GRIEVANCES

### 19.1 Grievance Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Grievances must be filed within ten (10) calendar days of the grievable incident or occurrence.

### 19.2 Grievance Purpose

The purposes of this procedure are:

- A. To resolve disputes informally at the lowest possible levels;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
- C. To encourage communication between employees, the union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

### 19.3 Grievance Steps

#### **Step 1. Informal Discussion**

Any employee who believes that he/she ~~they have~~ has a grievance shall discuss his/her complaint with his/her ~~their~~ immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

#### **Step 2. Department Head and/or the Designated Representative**

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or his/her ~~their~~ designee. The department head or his/her ~~their~~ designated representative will meet with the grievant and his/her ~~their~~ Union representative and shall provide a written response to the grievance within twenty-one (21) calendar days of having received it.

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If the grievance is not resolved within the department, ~~the employee or~~ only the union shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or ~~his/her~~ their designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

### **Step 3. Director of Human Resources**

Any ~~employee or any~~ official of the Union may notify the Human Resources Director or their designee in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Human Resources Director or their designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 or 5 below which has not first been filed and investigated in accordance with Step 3. A grievance shall be initiated in writing on the Solano County Grievance Form.

### **Step 4. Mediation**

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievant be scheduled for mediation.

Mediation will be convened within ninety (90) calendar days of receipt of the timely request for mediation.

The mediator shall be selected by mutual agreement from the State Mediation and Conciliation Service.

### **Step 5. Arbitration**

If the grievance is not resolved at Step 4, the Union may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or their designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/ and Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

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The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following the completion of mediation.

#### 19.4 Grievance Timelines

Failure of the grievant to adhere to the timelines contained in this article shall be considered an abandonment of his/her grievance. Failure of the County to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.

#### 19.5 Scope of Grievance Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

#### 19.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized

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unless agreed to by the Director of Human Resources and the Union.

19.7 County Code and Civil Service Commission

- A. The provisions of the Grievance Procedure shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner which would abrogate any power which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under **subsection 19.3** above shall be taken unless it is determined that the employee is not availing ~~himself/herself~~ **themselves** of such option.
- C. No action under **subsection 19.3** above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
- D. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.
- E. Should an employee elect to appeal a disciplinary matter either through arbitration or the civil service commission, they shall be barred from electing the other appeal option for a period of three (3) years.