

Solano County Proposal #4 (Unit 12)/(Unit 15)

Distributed on August 10, 2022

19. GRIEVANCES

19.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provisions 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.

19.2 Purpose

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;
2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
3. To encourage communication between employees, the Association, and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

19.3 Steps

Grievances shall be processed in the following manner

Step 1. Informal Discussion

Any employee who believes that ~~he/she has~~ **they have** a grievance shall discuss ~~his/her~~ **their** complaint with ~~his/her~~ **their** immediate supervisor (or such management official designated by the Department Head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/ management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the grievance in writing with the Department Head or ~~his/her~~ **their** designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management

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official's response was due to file the grievance in writing with the Department Head or ~~his/her~~ **their** designee.

Step 2. Department Head and or the Designated Representative

The Department Head or ~~his/her~~ **their** designated representative will meet with the grievant and ~~his/her~~ **their** Association representative and shall provide a written response to the grievance within twenty one (21) calendar days of having received it.

If the grievance is not resolved within the department, ~~the employee or~~ **only** the Association shall have the right to appeal the grievance to the Human Resources Director **or their designee**, 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 Association may notify the Director of Human Resources or ~~his/her~~ **their** designee in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or ~~his/her~~ **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 below which has not first been filed and investigated in accordance with Step 3.

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.

A mediator from the State Mediation **and Conciliation** Service shall be scheduled to conduct the mediation.

The Mediator shall not issue any public statement of fact or opinion on the matter in question.

The Mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

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If the issue is not resolved through mediation, either party may appeal to arbitration as provided below.

Step 5. Arbitration

If the grievance is not resolved at Step 4, the ~~Union~~ Association or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association ~~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 Serve 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.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the ~~Union~~ Association 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 conclusion of mediation.

Scope of Arbitration Decision

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. 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~~ Association which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.
3. 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.

19.4 Timeliness of Grievances and Responses

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- A. Failure of the grievant to adhere to the timeliness contained in this article shall be considered an abandonment of ~~his/her~~ **their** grievance. Failure of the County to adhere to the timelines contained in this article shall allow the grievant to pursue ~~his/her~~ **their** grievance to the next higher step.
- B. If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County workday (i.e. a weekend or recognized County holiday) the timelines shall be extended to 5:00 pm on the next regular County work day.

19.5 Compensation Complaints

- A. 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 result 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.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation) will be recognized unless agreed to by the Director of Human Resources or ~~his/her~~ **their** designee and the Association.

19.6. County Code and Civil Service Commission

- A. The provisions of this Section 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 Association shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under paragraph 3, 4 or 5 of Section 19.C. Grievance Steps above shall be taken unless it is determined that the employee is not availing ~~himself/herself~~ **themselves** of such option.
- C. No action under paragraph 3, 4, or 5 of Section 19 Grievance Steps above

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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.