

Distributed on September 29, 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. Provisions which specifically provide that the decision of any County official shall be final are excluded and not subject to the grievance procedure.

### 19.2 Grievance Purpose

The purposes of this procedure are:

- A. To resolve grievance disputes informally at the lowest possible level;
- 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**

An 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 official's response was issued to file the grievance in writing with the department head or his/her designee.

#### **Step 2. Department Head and/or 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 grievant within twenty-one (21) calendar days of having received it.

Distributed on September 29, 2022

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, 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) or Step (5) below which has not first been filed and investigated in accordance to 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.

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

The mediator shall be selected by mutual agreement from the State Mediation and Conciliation Service. The recommendation of the mediation shall be advisory only. The mediator shall not issue any public statement or fact or opinion in 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.

Either party may appeal the recommendation of the mediator to arbitration.

### **Step 5. Arbitration.**

If the grievance is not resolved at Step 4, either the Association or the County 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 his/her designee.

Distributed on September 29, 2022

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.

The fees and expense of the arbitrator and of a Court Report 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 conclusion 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 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.

#### 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 Association 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 agreement 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,

Distributed on September 29, 2022

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

19.7 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 19**, Grievances. If the County Code requires that a differing option be available to the employee, no action under **Subsection 19.3**, Step 3 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No employee may utilize the grievance procedure when another procedure has previously been utilized.
- D. If any award by an arbitrator requires action by the Board of Supervisors of 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.