

## 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. Appeals from discipline or termination may not be filed through the grievance procedure but are subject to the process described in Section 18, Disciplinary Action. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance. A grievance shall be initiated in writing on the Solano County Grievance Form.

### 19.2 Grievance Purpose

- A. The purposes of this procedure are: 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 Association, 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 has~~ they have a grievance, as defined above, shall discuss ~~his/her~~ their complaint with such management official in the department in which ~~he/she~~ works or as the department head may designate. The management official has 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 designee. The department head or his/her designated representative will meet with the grievant and his/her 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 Union 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 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~~ Union may notify the Director of Human Resources or his/her 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 designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with complainant and attempt to reach a satisfactory resolution. No grievance may be processed under Step 4 or 5, 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.

The 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 Conciliation Service.

In the event either party does not believe that a settlement can be reached, Step 4 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 5 of this section.

### **Step 5. Arbitration**

If the grievance is not resolved at Step 4, the Association or the County may require that the grievance be referred to an impartial arbitrator, designated by mutual agreement, between the Association and the Director of Human Resources or his/her designee.

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

After the receipt of the list, the parties shall alternately strike arbitrator's names from the list until one (1) name remains. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the County. Each party 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 Step 3 decision.