

SEIU Local 1021 Solano County

Union Proposal (ALL UNITS) #11

Date:

Time:

Grievance Procedure:

Grievance 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 union, and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Grievances shall be processed in the following manner:

Step 1. Informal Discussion

- A. Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the department head) within ~~fifteen~~ **ninety** (15~~90~~) 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~~ **fifteen** (15~~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~~ **thirty** (10~~30~~) calendar days from the management official's response date to file the grievance in writing with the department head or his/her designee. If the management official fails to respond, the employee has ~~ten~~ **fifteen** (10~~15~~) calendar days from the date the management official's response was ~~issued~~ **due** to file the grievance in writing with the department head or his/her designee.

- B. Step 2. Department Head of the Designated Representative

The department head or his/her designated representative will meet with the grievant and his/her Union 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 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 designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

C. Step 3: Director of Human Resources

Any employee or any official of the 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 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.

D. 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 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.

E. Step 5. Arbitration

If the grievance is not resolved at Step 4, either the Union 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.

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 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 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 completion of mediation.

19.4 Grievance Timelines

A. Failure of the grievant to adhere to the timeliness 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.

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 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 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 as set forth in **Section 19.1, Grievance Definition**
- C. Proposals to add to or change this Memorandum of Understanding or written agreement 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.
- D. If the Director of Human Resources or his/her designee in pursuance of the procedures outlined in **Section 19.3(C)**, above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration pursuant to **Section 19.3(E)** and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

19.6 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 arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Union.

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 Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under **paragraph C, D, or E of Section 19.3** Grievance Steps. above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No action under **paragraph C, D, or E of Section 19.3**, Grievance Steps. 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 Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.
- E. Scope of Disciplinary Action Appeal Arbitration Decisions
 1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
 2. No arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Union certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.
 3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration. 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 an arbitrator. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.

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