

Solano County Counterproposal to Association Proposal #1

September 1, 2022

Proposal # 1 (Amended) Units 12 & 15

19. Grievance Procedure

19. GRIEVANCES

19.1 Definition

A grievance is any dispute between the County and SPPOA, on behalf of itself or any employee or group of employees, -which that involves the interpretation or application of any provisions of this Memorandum of Understanding; excluding, however, those provisions of this Memorandum of Understanding that, -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 may be prosecuted by the Association only, on behalf of itself or any one or number of its members, and shall be processed in the following manner:

Step 1. Informal Discussion

Any employee who believes that he/shethey haves a grievance shall discuss his/hertheir complaint with his/hertheir immediate supervisor (or such management official designated by the Department Head) within fifteen (15) calendar days of the incident or occurrence. The employee may be represented by the Association during this discussion. 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 and the Association. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the ~~management official's Step 1~~ response does not resolve the grievance, the ~~Association employee shall have~~ ten (10) calendar days from the ~~date of the~~ management official's response ~~date~~ to file ~~the a~~ grievance in writing with the Department Head or ~~his/her/their~~ designee. If the ~~employer management official~~ fails to respond ~~at Step 1~~, ~~the Association shall have~~ ~~employee has~~ ten (10) calendar days from the date the ~~Step 1 management official's~~ response was due to file the grievance in writing with the Department Head or ~~his/her/their~~ designee. A grievance shall be initiated in writing on the Solano County Grievance Form.

Step 2. Department Head and or the Designated Representative

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

If the grievance is not resolved within the ~~d~~Department, the ~~employee or~~ 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 remedy~~ desired. The Director of Human Resources or ~~his/her/their~~ designee shall have twenty-one (21) calendar days in which to investigate the ~~issues dispute~~, meet with the ~~complainant~~ Association, and attempt to reach a satisfactory resolution of the ~~problem grievance~~. 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 ~~the option within~~ twenty-one (21) calendar days to request in writing ~~to submit that the grievance be scheduled for to M~~mediation. ~~The moving party may elect to waive mediation and proceed to Step 5, Arbitration.~~

A mediator from the State Mediation ~~and Conciliation~~ Service (SMCS) shall be scheduled to conduct the mediation. ~~The m~~Mediator shall not issue any public statement of fact or opinion on the matter in question. The ~~m~~Mediator's

recommendation ~~neither~~ shall ~~neither~~ be made public nor be introduced ~~into~~ at any other grievance level by the other party. If the issue is not resolved through mediation, either ~~the moving~~ party may appeal to arbitration as provided below.

~~Notwithstanding the foregoing, 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 Step 5.~~

Step 5. Arbitration

~~At the election of the moving party,~~ If the grievance is not resolved at Step 4 ~~(or, if Step 4 is waived, at Step 3)~~, the ~~Union Association~~ or the County ~~may require that the grievance may be referred~~ refer the grievance to an impartial arbitrator who shall be designated by mutual agreement between the ~~Union Association~~ and the Director of Human Resources ~~or their designee~~. ~~The request for arbitration shall be made in writing within twenty-one (21) calendar days following the conclusion of mediation or, if mediation is waived, twenty-one (21) calendar days from the date of the Step 3 decision.~~

In the event the parties are unable to agree on an arbitrator, the parties shall ~~solicit~~ request from the ~~State of California Mediation and Conciliation Service SMCS~~ a list of seven (7) arbitrators. ~~The parties shall strike arbitrators' names alternately from the list until one (1) arbitrator's name remains.~~

~~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 ~~thereto~~.
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 that is 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. ~~Except as otherwise provided by Government Code section 3500 et seq.,~~ pProposals 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

- A. Failure of the ~~grievant Association~~ to adhere to the timeliness contained in this article shall be considered an abandonment of ~~his/her/their the~~ grievance. Failure of the County to adhere to the timelines contained in this article shall allow the ~~grievant Association~~ to pursue ~~his/her/their the~~ 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., e.g.,~~ a weekend or recognized County holiday) the timelines shall be extended to 5:00 p.m. on the next regular County ~~work day workday~~.
- C. The parties may extend any of the timelines in this article by mutual written agreement.

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 ~~that,~~ ~~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 ~~any agreement shall may be memorialized by the parties in a side letter to the 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 ~~to compensation~~ shall be retroactive for more than sixty (60) days ~~three~~ ~~(3) years~~ from the date ~~upon~~ which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from ~~M~~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, unless otherwise provided by the County Code. ~~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 of such option.~~
- C. No action ~~under paragraph 3, 4, or 5 of Section 19~~ Grievance Steps above shall be taken under this procedure if ~~action on the compliant complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance~~ is pending before the Civil Service Commission.

SPPOA

County