

County Counter to Union Proposal # 11
Units 2, 7 & 9;
Unit 5;
Unit 8
August 22, 2022

19.3 Grievance Steps

Grievances shall be processed in the following manner:

A. Step 1. Informal Discussion

Any employee who believes that he/she/they have ~~has~~ a grievance shall discuss ~~their~~ ~~his/her~~ complaint with ~~his/her~~ ~~the employee's~~ 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~~ ~~the department head's~~ designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was ~~due issued~~ to file the grievance in writing with the department head or ~~his/her~~ ~~the department head's~~ designee.

[Note: Unit 5 already uses the "response was due" language]

B. Step 2. Department Head ~~of the~~ and/or Designated Representative

The department head or ~~his/her~~ designated representative will meet with the grievant and ~~his/her~~ ~~the grievant's~~ Union representative and shall provide a written response to the grievant 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~~ ~~the Director's~~ 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~~ ~~the Director's~~ 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~~ the Director's 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 with Step (3). ~~A grievance shall be initiated in writing on the Solano County Grievance Form.~~
[Deleted language is duplicated in Unit 2, 7 & 9.]

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 grievance be submitted to 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.

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, 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~~ the Director's designee.

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

After the receipt of the list and following a toss of coin to determine which party shall strike first, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

[Note: coin toss language is in other County agreements]

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 completion of mediation.