

See attached language from the MOU for more details.

GLENN COUNTY GRIEVANCE FORM – MID MANAGERS’ ASSOCIATION

EMPLOYEE NAME

DEPARTMENT

REFERENCE: Grievance Procedure Article 24. Specify dates, facts, nature of complaint and remedy requested. Attach additional information if more space is necessary. For assistance with this form please contact your Union Representative.

STEP I – INFORMAL/IMMEDIATE SUPERVISOR Presentation of Grievance to Immediate Supervisor

An Employee who believes he/she has cause for grievance shall give notice to the immediate supervisor, within ten (10) Days following the incident, or after the Employee would be reasonably expected to have knowledge of the incident, in an attempt to settle the matter. This notice shall include the statement that the grievance is being filled at the informal Step I Level. The Employee in their notes, and supervisor shall record the date of filing. If a meeting is necessary, it shall be scheduled by the supervisor within ten (10) Days. If a meeting is scheduled, the supervisor has up to ten (10) Days to respond after the date of the meeting. Otherwise, the response is due within the ten (10) Day period after the supervisor is made aware of the grievance.

GRIEVANCE:

REMEDY REQUESTED:

EMPLOYEE SIGNATURE

DATE

EMPLOYEE REPRESENTATIVE:

↻ SUPERVISORY USE BELOW ↻

DATE / TIME

Date(s) Supervisor scheduled meeting(s): _____

SUPERVISOR'S RESPONSE & REMEDY OR CORRECTION OFFERED:

IMMEDIATE SUPERVISOR SIGNATURE

DATE OF STEP I RESPONSE

See attached language from the MOU for more details.

From the Mid Managers' Association Memorandum of Understanding

ARTICLE 24 GRIEVANCE PROCEDURES:

24.1 Purpose

The purpose of the procedure established by way of this agreement is to provide a systematic means to:

- A. Keep channels of communications open between all persons employed by the County of Glenn;
- B. Resolve problems and differences between employees and management through discussions.
- A. Settle unresolved employee disputes and complaints in a reasonable manner of fair hearings.

24.2 Definition

- A. The procedure established herein is limited in application to complaints of unfair or improper treatment in County employment and to matters that specifically involve the interpretation or application of this agreement, County rules, policies or ordinances.
- B. Specifically excluded from this procedure are matters, which in their solution require the amendment or change of Board of Supervisors' policies as set forth in the Glenn County Ordinance Code and resolutions. Also excluded from this procedure are the following:
- C. Matters within the Employee Relations Policy adopted by resolution of the Board of Supervisors.
- D. County Rights as specified in Article 3 of this agreement.
- E. Appeals from disciplinary action as defined in accordance with Article 26 of this agreement.

24.3 Right to Representation

Any employee or group of employees, or the Association shall have the right to present grievances under these procedures without fear of reprisal.

24.4 Representation

Any employee or employees who have filed a grievance shall be given reasonable time off without loss of pay to participate in the steps of this procedure. If the employee's representative is a steward that steward shall be granted reasonable release time to participate in the grievance process.

24.5 Grievance Process

The following is a series of steps, each a progressively higher level of review. Every effort shall be made by all participants in the process to find solutions to the problems at the lowest possible step in the process.

Procedures to be observed:

- A. The word "Employee" as used in the various steps shall mean the employee and/or his/her designated representative.
- B. The grievant shall be present at all steps in the process.
- C. Any written forms required of the Employee at any step shall be provided by the Personnel Director.
- D. The word "Day" as used in the Steps of the Grievance procedure shall mean "working day".
- E. Should a grievant fail at any time to proceed to the next step, the grievance shall be terminated.
- F. Time limits in this procedure may be waived or extended by mutual written consent of both parties.
- G. The word "Department Head" as used in the steps of the Grievance Procedure shall mean to include his/her designee.

Step 1 – Informal Meeting with Supervisor

- A. An Employee who believes he/she has cause for grievance shall give notice to the immediate supervisor, within ten (10) Days following the incident, or after the Employee would be reasonably expected to have knowledge of the incident, in an attempt to settle the matter. This notice shall include the statement that the grievance is being filed at the informal Step I Level. The Employee in their notes, and supervisor shall record the date of filing. If a meeting is necessary, it shall be scheduled by the supervisor within ten (10) Days. If a meeting is scheduled, the supervisor has up to ten (10) Days to respond after the date of the meeting. Otherwise, the response is due within the ten (10) Day period after the supervisor is made aware of the grievance.
- B. If, after discussions with the immediate supervisor, the Employee believes that the grievance has not been satisfactorily adjusted, the grievance shall be reduced to writing and the Employee may then proceed to Step II.

Step 2 – Department Head

- A. If the grievance is not settled to the Employee's satisfaction at Step I, the Employee may file a written appeal with the Department Head to whom the aggrieved Employee's immediate supervisor reports within 10 Days of receipt of Step I answer. Within ten (10) Days of receipt of the appeal, a hearing shall be held. If requested by either party, the aggrieved Employee, Association Representative, and the Employee's immediate supervisor may attend the second step hearing.
- B. The grievance shall include the following:
 - 1. A statement of the grievance clearly indicating the question raised by the grievance and the section(s) of the agreement that is violated; and
 - 2. The remedy or correction requested.
- C. The Department Head shall give a written answer to the grievance within ten (10) Days from the date of the hearing.
 - 1. The Department Head's answer shall include the following:
 - 2. A complete statement of the Department Head's position and the facts upon which it is based; and,
 - 3. The remedy or correction, which has been offered, if any.
- D. If the grievance is not settled satisfactorily at Step II, the Employee may appeal the grievance to the County Personnel Director, in writing, within ten (10) Days from receipt of the Step II decision.

Step 3 – Personnel Director

See attached language from the MOU for more details.

- A. Within ten (10) Days of receipt of an appeal from Step II, the County Personnel Director shall cause a hearing to be held. The date, time and place of the hearing shall be by mutual agreement of the County Personnel Director and the Employee and Association representative, if any. The County or the Association may request other representatives to participate in the hearing, and the Association may request that other Employees be called as witnesses without loss of pay.
- B. It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, all evidence presented at the third step hearing shall reflect the total effort of the parties.
- C. A written disposition of the grievance shall be given by the County Personnel Director to the Employee and representatives within ten (10) Days following the hearing.
- D. If the third step answer is not satisfactory to the Employee, it may be appealed to arbitration.
- E. Either party may request a waiver of Step III and request mediation of the grievance through the State Mediation and Conciliation Services. Should mediation fail to resolve the parties differences the grievance process would proceed to Step IV.
- F. By mutual agreement the parties may bypass Step III and request that the Arbitrator attempt to mediate the grievance prior to moving to the Step IV hearing. The mediation session shall not last more than four (4) hours. At the completion of the allotted time the Arbitrator will conduct the Step IV hearing. The Arbitrator in rendering a decision will not consider the issues raised during mediation.

Step 4 – Arbitration

- A. The request for the appeal to arbitration must be given in writing to the County by the Employee or Employee representative within fifteen (15) Days from the date of receipt of the third step decision. The County Personnel Director and the Association representative will select an arbitrator by mutual agreement, if possible.
- B. In the event there is no agreement on the selection of an arbitrator, the parties will make a joint request for a panel of five (5)-qualified arbitrators from the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator.
- C. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures. The decision of the arbitrator shall be based solely upon the preponderance of the evidence and arguments presented by the respective parties in the presence of each other. The arbitrator shall provide the County and the Association a written decision no later than thirty calendar days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding on both parties except that an award of the arbitrator involving monetary consideration equivalent to two months base pay may be appealed to the Board of Supervisors.
- D. All fees and expenses of the arbitration shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.
- E. A court reporter shall not be required for the Arbitration proceedings, but may be requested by the County, the Association, or the Arbitrator.
 - 1. If the services of a court reporter are requested by the Arbitrator, the costs shall be borne equally by the County and the Association.
 - 2. If the services of the court reporter are requested by the County, the costs shall be borne by the County.
 - 3. If the services of the court reporter are requested by the Association, the costs shall be borne by the Association.

24.6 General

- A. If a dispute arises as to whether or not the grievance meets the definition of a grievance as defined in Section B of this procedure, that issue shall be submitted to an arbitrator who will decide the issue of arbitrability prior to the matter being arbitrated.
- B. The Association shall have standing to grieve beginning at Step III of the formal grievance procedure as follows:
- C. On all matters relating to Association rights or prerogatives or on matters relating to the Associations business relationship with the County; or
- D. When the Association determines that there is a substantial non-compliance with a grievable term or condition of employment, where no specific Employee is directly affected by an interpretation or application of the County affecting otherwise grievable terms and conditions of employment.
- E. The parties may mutually agree at Step III or Step IV to submit the issue to a neutral third party agreed upon by the parties. The parties agree to share the costs of the neutral one half each. The parties may agree that the decision, if any, shall be advisory or binding. Whether advisory or binding the decision shall be subject to review by the Board of Supervisors as provided for in Step IV Section C of this article.