

**COLLECTIVE BARGAINING AGREEMENT**

**COUNTY OF MARIN**

**AND**

**SERVICE EMPLOYEES' INTERNATIONAL UNION  
(SEIU) 1021 NURSES**

**April 19, 2011 – June 30, 2014**

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## COLLECTIVE BARGAINING AGREEMENT

### SERVICES EMPLOYEES' INTERNATIONAL UNION (SEIU) 1021 NURSES

#### COUNTY OF MARIN

The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County of Marin (hereinafter called "County") and the Nurses' Union, Local SEIU 1021 (hereinafter called "Union") and shall apply to all employees of the County working in the classifications set forth hereunder. The County agrees to update this language to reflect certification and any lawful change in the status of SEIU 1021 as the exclusive representative of this bargaining unit if and when legal requirements have been met.

#### Section I: Recognition

- A. County hereby recognizes Union as the bargaining representative for the purposes of establishing salaries, hours, fringe benefits, and working conditions for all employees in the bargaining unit as established on September 19, 1968, and as modified by the County Personnel Commission on April 28, 1977, and thereafter as needed, consisting of the following job classifications:

|                                     |  |
|-------------------------------------|--|
| Certified Nurse Midwife             | Nurse Practitioner - Bilingual         |
| Certified Nurse Midwife - Bilingual | Public Health Nurse                    |
| Clinic Registered Nurse             | Public Health Nurse - Bilingual        |
| Clinic Registered Nurse - Bilingual | Senior Nurse Practitioner              |
| Detention Nurse Practitioner        | Senior Public Health Nurse             |
| Detention Registered Nurse          | Senior Public Health Nurse – Bilingual |
| Mental Health Nurse Practitioner    | Senior Registered Nurse                |
| Mental Health Registered Nurse      | Senior Registered Nurse – Bilingual    |
| Nurse Practitioner                  |  |

- B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin County, consonant with its obligations to the employees it represents.
- C. Whenever a person is hired in any of the job classifications set forth herein, County shall notify such person that the Union is the recognized bargaining representative. It is further agreed that County shall notify the Union within thirty (30) days of the event of the employment or termination of any person within the bargaining unit and shall further provide Union the names and addresses of said employees at the address of the Union to be furnished by the Union.

#### Section II: Existing Laws, Regulations and Policies

This Agreement is subject to all existing laws of the State of California and ordinances and regulations of the County of Marin. The Union and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

### **Section III: Administration**

#### **A. Employee Representatives.**

The Union may, by written notice to the Director of Human Resources and the Director of Health and Human Services, designate five (5) of its members, plus the Union Chapter President, as shop stewards. Shop stewards shall be permitted reasonable time for Union activities. Total employee time in all the Union bargaining units spent on Union business during each week shall not exceed twenty (20) hours and no individual employee shall spend more than four (4) hours of County time on Union business, exclusive of the Professional Performance, Safety, and MOU Cleanup Committees.

Union activity shall be defined as participating in resolution of contract disputes during the life of the Agreement and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. These permitted activities performed during the normal employee duty time of such designated shop stewards shall fall within one of the following categories:

1. Discuss with an employee a grievance or complaint.
2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials.
3. Assist employees in preparation for, or represent employees and review steps of the grievance procedure or arbitration.
4. Participate in discussions or meetings with supervisors, other management officials, or other involved parties, e.g., the Union, regarding grievances and such other issues directly related to wages, hours or working conditions, and mutually agreed-upon matters.
5. Prepare for scheduled meetings between the County and the Union.

When any shop steward is conducting business as defined above, the steward will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Upon returning to his/her duty station, the shop steward will notify his/her supervisor. Upon arriving at the work place of an employee to be represented, the shop steward shall normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public.

All union activities shall be conducted in such a manner as not to disrupt departmental business or the activities of the employees involved.

#### **B. Posting Notices.**

Authorized representatives of the Union shall be allowed to post Union notices on bulletin boards maintained on County premises.

C. Shop Steward.

The shop steward may investigate and process formal grievances filed by employees.

D. Bargaining Committee Structure.

In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed five (5) persons, plus the Union Chapter President. Employee members of Union's bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations.

**Section IV: Fair Share/Agency Shop**

A. Unit Representation.

It is recognized that the Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of the Union.

B. Dues Deduction Cards.

All employees in the bargaining units represented by the Union shall become and remain members of the Union or pay a fair-share fee as described in paragraph D below. Union dues shall only be deducted after the Union has presented the Director of Human Resources with valid dues deduction cards.

C. Deadlines for Deduction.

All new employees hired in the bargaining unit shall, beginning within the first thirty (30) days after such hire date and until the termination of the contract, either

1. Become a member of the Union and pay the regular dues and fees or
2. Pay to the Union a fair-share fee as described in section IV(D) below.

D. Fair-Share Fee.

During the term of this Agreement, a fair-share fee for services rendered by the Union shall be a percentage to be determined by the Union of the regular membership dues and fees. Each employee shall have provided to him/her without prejudice the full representational services of the Union. Payments shall be made biweekly by payroll deduction or as one (1) annual payment within thirty (30) days of the beginning of each new contract year.

E. Separation.

The provisions specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the

representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than five (5) working days.

F. Percentage of Dues.

The appropriateness of the amount of the fair-share service fee of nonmembers, not to exceed ninety percent (90%) of regular membership dues, shall be reviewed by the County at the beginning of each new contract period. For this Agreement, the parties agree that the ninety-percent (90%) fair-share service fee is reasonable and appropriate.

G. Financial Statement.

Annually, the Union shall file with the Director of Human Resources an acceptable Union financial statement prepared and certified by a certified public accountant. Such reports shall be made available to employees in the unit by the parties.

H. Employee List.

The Union shall provide advance written notice of the amount of the pending fair-share service fee to the Director of Human Resources and to a list furnished by the County of all employees within the unit.

I. Small Claims Court.

1. The Union shall notify the employee (and copy the Department of Human Resources and the appointing authority) of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance by explaining that the employee is delinquent in not tendering a fair-share service fee, specifying the amount of the delinquency and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will file an action in small claims court.
2. If the employee fails to comply, the Union may file an action in small claims court.
3. The County shall not incur any costs due to small claims court appearances by County staff.

J. Indemnification.

The Union shall defend, indemnify, and save the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of action taken or not taken by the County under this article. This includes not only the County's attorney fees and costs but the cost of management preparation time as well. The County shall notify the Union of such costs on a case-by-case basis.

K. Further Indemnification.

The authorization for payroll deductions described in section IV(B) shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for, or on account of, any deduction made from the wages of such employee.

L. Election.

1. An election to implement the provisions of this section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Codes as follows:

An Agency Shop provision in a memorandum of understanding which is in effect may be rescinded by a majority vote of all the employees in the Union covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the bargaining unit; (2) such vote is by secret ballot; (3) such vote may be taken at any time during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term.

2. All employees holding probationary or regular status in classifications included in the bargaining units, on the last day of the pay period thirty (30) days prior to the holding of the election, shall be eligible to vote in a certification or a decertification election.
3. The ballot shall reflect a choice with the following wording:
  - a. I vote in favor of agency shop/fee, or
  - b. I vote against agency shop/fee.

M. Religious Exemption.

Rather than pay dues or a fair-share/agency fee, an employee may opt to pay a fee to a charity under the following criteria:

1. Execute a written declaration with proof that the employee is and has been a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment and said employee shares that belief, and
2. Pay a sum equal to the agency fee described in section IV(C)2 to a non-religious, non-labor, charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and Union that this contribution has been made either on a biweekly payroll-deduction basis or as one (1) annual payment made within thirty (30) days of the beginning of each new contract year.

N. Remittance of Deductions.

The County will promptly remit to the Union the monies deducted. Each remittance shall be accompanied by a list specifying the pay period for which the deductions were made, the social security numbers and names of the employees for whom the deductions were made, the amounts of the individual deductions taken per employee, and whether such amounts represent dues, fees, fair-share dues or fair-share fees.

O. Expiration.

This agency shop/fee provision expires at the end of this Agreement period.

**Section V: County Rights**

- A. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.
- B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with this Agreement.
- C. This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code or the Personnel Management Regulations (PMRs) relating to the merit system or personnel administration. The Personnel Commission shall continue to exercise the authority vested in it by County Code and Personnel Management Regulations.
- D. Upon implementation and for the duration of the agency-shop/fair-share service fees, the Union agrees, without further action by County or the Union, to waive the right, if indeed there ever was such a right, to negotiate or meet and confer concerning decisions, procedures, and rules of the Personnel Commission and the Board of Retirement so long as any action taken by such Board or Commission takes place after a public hearing during which the Union may testify.
- E. Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of representation.

**Section VI: Strikes and Lockouts**

- A. During the term of this Agreement, County agrees that it will not lock out employees, and the Union, despite any sanctions or instructions by their international union or central labor council, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement.

The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing, with County, that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.

- B. Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

### **Section VII: Professional Performance Committee**

- A. There shall be established within the bargaining unit a Professional Performance Committee. The Committee shall review and evaluate working conditions in the bargaining unit, and County agrees to give the recommendations of the Committee due consideration, provided, however, that County shall have no obligation to consider the recommendations of the Committee relating to the merits, necessity or organization of any service or activity provided by County policy, law, or ordinance. The County agrees to reply to written recommendations not in conflict with the aforementioned as soon as possible but no later than sixty (60) days from the date of receipt.
- B. There shall be five (5) Union representatives. They shall be permitted to take not more than four (4) hours per representative per week from County duties without loss of compensation for purposes of attending to the business of the Union and Professional Performance Committee. Said representatives shall not interrupt departmental business in the discharge of such responsibilities.

### **Section VIII: Leaves of Absence**

- A. All leaves of absence without pay shall be subject to the approval of the Director of Health and Human Services.
- B. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all of his/her accrued vacation and compensatory time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all of his/her accrued sick leave, vacation, and compensatory time, except that ten (10) days/eighty (80) hours' accrued vacation time may be retained.
- C. The practice of granting leave with pay in cases of extended illness of long-term County employees will not be a condition afforded within the terms of this Agreement.
- D. Regular employees summoned for jury duty shall be deemed to be on special paid leave for the duration of their jury duty and shall receive their regular salary. The amount received as jury fees shall be returned to the County.
- E. Regular-hire employees may take up to eight (8) hours per month (40 hours per school year) to participate in their school-age children's activities. Part-time employees may use the leave on a pro rata basis. The leave is unpaid, but employees may use accrued vacation, floating holiday, or compensatory time (if applicable).
- F. Regular and extra hire employees may be eligible for leave under the Family Medical Leave Act and/or California Family Rights Act, as outlined in PMR 44, and any modifications thereto, and as required by State and Federal law.
- G. The Union may request with the employee a leave of absence from County employment for Union leave. The Union's request shall provide reasonable notice, the activity in which the employee will engage and the length of leave requested. The employee will remain on County payroll, on leave status. The County shall be reimbursed by the Union for the costs of the leave, including the costs of the benefits and any related administrative costs. The parties agree to discuss the cost specifics during the approval process. The immediate

supervisor will be presented with the request, as well as the Director of Human Resources. The Director of Human Resources may grant or deny the requested leave. Prior to denying such leave request, the Director shall meet, upon request, with the Union Representative to discuss the decision. The HR Director shall make a final determination on granting or denying the leave. Such decision by the County is final, is not subject to appeal and may not be grieved.

Only one employee covered by this Agreement will be authorized to be on leave at any one time. Further, such leave may only be approved for a maximum of 6 months per employee, unless otherwise agreed by the parties.

### **Section IX: Professional Leave**

Each employee within the unit shall be entitled to a maximum of five (5) days' (40 hours') leave each fiscal year without loss of compensation for the purpose of attending professional and/or educational activities related to nursing. Use of this leave is subject to the Department's approval. Department approved educational activities may include home-study courses.

Up to 20 hours of unused leave may be carried over into the next fiscal year, but an employee's balance may never exceed 60 hours.

### **Section X: Hours of Work**

#### A. Rest Periods.

Under normal conditions, the work schedule of all employees shall provide for a fifteen- (15) minute rest period during each four- (4) hour period.

#### B. Lunch Breaks.

A normal workday shall consist of eight (8) consecutive hours of work within a maximum nine- (9) hour period, interrupted by a meal break of not less than one-half (1/2) hour.

#### C. Minimal Impact.

In order to minimize the impact of the requirement to work weekends and to improve the quality of life for workers in twenty-four- (24) hour facilities by providing staff the maximum level of predictability possible, the County will use its best efforts to schedule each regular-hire, full-time and part-time nurse to work no more than twenty-six (26) weekends per calendar year unless otherwise requested by the employee. Whenever feasible, employees will be scheduled to work every other weekend or two (2) out of four (4) weekends.

For the purpose of this Agreement, weekends shall be Saturday and Sunday, except in the case of the night shift, which shall be Friday and Saturday.

### **Section XI: Grievances**

#### A. Definition, Scope and Right to File.

1. A grievance is a claimed violation, misinterpretation, inequitable application, or noncompliance with provisions of
  - a. Collective bargaining agreement.
  - b. County ordinances.
  - c. Resolutions.
  - d. Rules.
  - e. Regulations.
  - f. Existing practices affecting the status or working conditions of County employees.
2. Appeals of appointment, disciplinary action, examination appeals, release from probation, complaints of discrimination, as described in Section XXXIV and the content of performance evaluations are not grievable hereunder.
3. A grievance may be filed by an employee on his/her own behalf or jointly by any group of employees or by a recognized employee organization. The grievant's signature is required at each step. In the event the grievant is unavailable or unable to sign the grievance, the grievant may authorize the shop steward to sign on his/her behalf.
4. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.
5. If it is asserted that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until step 3 is reached. At step 3, the Personnel Commission shall evaluate the assertion and make a ruling prior to hearing the grievance on the merits if necessary. If the Personnel Commission rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further; however, disputes concerning the applicability of the grievance procedure that persist beyond step 3 may be submitted for determination by a court unless the Union and the County agree otherwise.
6. Amendments to a grievance will be prohibited without the approval of both parties.
7. A copy of the grievance/appeal will be provided to the department head at each step of the grievance procedure.
8. Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any time prior to submission of the final appeal under step 3 of the grievance.
9. Any resolution of the grievance will not result in the modification or elimination of any existing written policy, procedure, or collective bargaining agreement provision.

**B. Informal Grievance.**

1. Within fourteen (14) calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.

2. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

C. Formal Grievance.

1. If the grievant believes that the grievance has not been redressed within fourteen (14) calendar days, he/she may initiate a formal grievance within seven (7) calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Department of Human Resources a form provided by the Director of Human Resources for this purpose. The form shall contain
  - a. Name(s) of grievant.
  - b. Class title(s).
  - c. Department(s).
  - d. Mailing address(es).
  - e. A clear statement of the nature of the grievance (citing applicable ordinances, rules, regulations, or collective bargaining agreement language).
  - f. The date upon which the event giving rise to the alleged grievance occurred.
  - g. The date upon which the informal discussion with the supervisor took place.
  - h. A proposed solution to the grievance.
  - i. The date of execution of the grievance form.
  - j. The signature of the grievant.
  - k. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

2. Step 1.

Within three (3) calendar weeks after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

3. Step 2.

- a. If the grievance is not resolved in step 1 to the satisfaction of the grievant, he/she may, within not more than seven (7) calendar days from his/her receipt of the department head's decision, request consideration of the grievance by the County Administrator by so notifying the Department of Human Resources in writing.
- b. Within fourteen (14) calendar days after such notification, the County Administrator shall investigate the grievance, confer with persons affected and

their representatives to the extent he/she deems necessary. A written decision shall be rendered within twenty-one (21) calendar days of the conclusion of the hearing or finding of fact.

- c. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- d. If the written decision of the County Administrator does not resolve the grievance to the satisfaction of the grievant, he/she shall advise the grievant, in writing, of his decision and the alternatives under step 3 should the grievant choose to proceed further.

4. Step 3.

- a. A final appeal to step 3 may be filed, in writing, with the Department of Human Resources not more than seven (7) calendar days from his/her receipt of the County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

- b. Alternative A.

The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty (60) calendar days after the filing of the appeal at step 3 and shall be final and binding on all parties subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

- c. Alternative B.

This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. Provided that (i) the County Administrator and the grievant agree on the issues to be arbitrated or (ii) the grievance pertains to the specific terms of any existing collective bargaining agreement, the grievance shall be determined by an arbitrator selected by mutual agreement between the County and the grievant. The decision of the arbitrator shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

Prior to a hearing before the Personnel Commission or an arbitrator, the parties will participate in a mandatory settlement conference in an attempt to resolve the grievance. All discussions in the settlement conference are confidential and may not be used in any subsequent hearing/arbitration or dispute resolution process.

Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to step 3.

D. Limitations in Decision of Personnel Commission or Arbitrator (Hearing Officer(s)).

1. The hearing officer(s) will not add to, detract from, or modify the language of the collective bargaining agreement or modify the language of departmental rules and regulations in considering any issue properly before them.
2. The hearing officer(s) will expressly confine themselves to the precise issues raised by the grievance and submitted to them and will have no authority to consider any other issue not so submitted.
3. Any monetary award in favor of the grievant is limited to lost wages suffered measured from the date of the grievance forward. In no event will the hearing officer(s) award any other type of monetary award, including, but not limited to, attorneys' fees.

E. General Conditions.

1. The Department of Human Resources shall act as a central repository for all grievance records.
2. Any time limit may be extended only by mutual agreement in writing. Requests to extend time limits shall not be unreasonably denied.
3. An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
4. All expenses of arbitration shall be shared equally by the County and the Union.
5. Failure on the part of the County or the grievant to appear in any case before the Personnel Commission or an arbitrator without good cause shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

**Section XII: Part-Time Employees**

- A. Effective October 1, 1986, all regular employees working less than forty (40) hours per pay period have had the option of continuing or discontinuing benefit coverage in the medical, dental and life insurance programs. Any employees electing to continue said coverage shall be entitled to all benefits provided in this Agreement on a reduced-time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation.

No monies will be provided by the County if the employee elects to discontinue their medical, dental and life insurance coverage.

- B. After October 1, 1986, all newly appointed regular-hire employees working less than forty (40) hours per pay period are ineligible for County medical, dental and life insurance coverage and/or any other benefit.

**Section XIII: Vacations**

A. Accrual Amount.

Each regular employee shall be entitled to annual vacation credit on the basis of regular hours worked in continuous service in accordance with the following schedule. Vacation credit shall be expressed and accrued at the hourly rates shown.

| Hours of Service | Hourly Accrual | Maximum Hours<br>Accrued per Pay<br>Period | Maximum Hours<br>Accrued per Year |
|------------------|----------------|--|-----------------------------------|
| 1-18,720         | .0577          | 4.616                                      | 120                               |
| 18,721 – 49,920  | .0770          | 6.160                                      | 160                               |
| After 49,920     | .0962          | 7.700                                      | 200                               |

B. Vacation after Six (6) Months.

The department head may authorize vacations up to the number of days/hours actually accrued after six (6) months' (1,040 hours') continuous employment.

C. Preference.

Employees shall be given their preference in vacation time within the limits of the vacation schedule established by the department head.

D. Unused Vacation Time.

Accumulated unused vacation time shall not exceed three hundred (300) hours per employee. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the County Administrator at his/her sole discretion in cases where such is beneficial to the County.

E. Holiday and Sickness During Vacation.

When a holiday falls within an employee's vacation period, one (1) additional day's (8 hours) vacation shall be granted. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave subject to sick leave requirements.

F. Vacation Payment at Termination.

A permanent employee who terminates with earned vacation time to his/her credit shall be paid for such vacation time as of the effective date of the termination.

## Section XIV: Sick Leave

### A. General.

1. Each regular, full-time employee's sick leave under the biweekly payroll system shall be accrued at the hourly rate of .0462 (3.696 hours per 80 hour pay period worked) with no maximum accumulation. Employees shall be entitled to sick-leave credit on the basis of regular hours worked in continuous service in accordance with the schedule on a pro-rated basis.
2. Leave with pay up to six (6) standard workdays (48 hours) may be granted during a calendar year by the department head for an employee who must care for a spouse, son, daughter, domestic partner, or person of familial relationship residing in the same household. Such leave shall be charged against accumulated sick leave.
3. Bereavement Leave.  
  
Leave with pay up to five (5) consecutive standard workdays (40 hours) shall be granted during a calendar year by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or registered domestic partner, sister, brother, son, daughter or son or daughter of a registered domestic partner of a regular employee, grandparent, grandchild, child, including adoptive or step child of a regular employee. Upon request of the employee and approval by the department head, bereavement leave may be used on a non-consecutive basis. Bereavement leave in case of death of other persons may be granted only upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.
4. During the first six (6) months of service, an employee may, one time only, borrow sick leave in excess of the amount of time accumulated under the provisions of Section 2.52.130 of the Marin County Code not to exceed forty (40) hours. However, if the employee takes excess sick leave, such excess sick leave shall be subtracted from future accumulations under Section 2.52.130 until accumulation equals excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in Section 2.52.130 of the Marin County Code.
5. Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.
6. Regular eligible employees who have exhausted sick leave may apply for leave donations according to the County's Catastrophic Leave Donation Plan.

### B. Industrial Accidents.

1. In accordance with Labor Code Section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after thirty (30) days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area.

Pursuant to Cal Reg. §9781, the employee may request a one-time change of physician with a notice provided to their assigned claims administrator.

Per LC 4600 (d)(a), if an employee has notified his or her employer in writing prior to the date of injury that he or she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury.

A pre-designation form is available on the MINE.

2. First-Week Coverage.

In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge against sick leave, during the first week off work, or any portion thereof, following an industrial accident, provided that the County determines (i) that time off work is warranted for the injury or for treatment and (ii) that the duration of time off work is warranted.

If a claim is denied and the following conditions are met—(i) the County continues to determine the time and duration off work are warranted and (ii) the employee has received the first week of coverage--then a leave adjustment will be completed by the department so that the week is charged against the employee's sick or other leave.

3. Continuation of Benefits.

In cases where an industrial accident victim exhausts all paid leave, the County will continue to contribute, for the period of the approved leave of absence, the amount due toward an employee's medical, dental, life, supplemental life, and long-term disability insurance premiums the employee was receiving at the time of the industrial accident. Such contributions will be made for the period of time computed on the basis of one (1) month for each two (2) years of continuous service, not to exceed twelve (12) months.

C. Occupational Health.

County and Union agree that the maintenance of employees' physical health is a basic component of satisfactory work performance, that an ongoing program of medical examination and review of medical conditions as it relates to performance of assigned duties will be developed, and that the parties shall meet and confer on development of this program and endeavor to reach agreement during the term of this Agreement.

D. Physical Examination.

County will provide at no cost to employees any physical or medical examinations, including chest x-rays, required by County in relation to employment.

## Section XV: Holidays

### A. Regular Holidays.

1. Regular employees shall be entitled to the following holidays with pay: the first (1st) day of January; the third (3rd) Monday in January; the third (3rd) Monday in February; the last Monday in May; the fourth (4th) day of July; the first (1st) Monday in September; Veterans' Day; Thanksgiving Day; the Friday immediately following Thanksgiving Day; December 25; and every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday if designated as a holiday by the Board of Supervisors.
2. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or a Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday-through-Friday schedule, the day immediately following the employee's two days off shall be deemed to be a holiday in lieu of the day observed. Employees working in twenty-four- (24) hour facilities shall observe the holiday on the actual holiday.
3. December 24 and December 31 shall be observed as half-day (4 hours) holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday, and providing that those days are not deemed holidays in accordance with sections XV(A)1 and XV(A)2 above.

### B. Floating Holidays.

1. Four (4) workdays (32 hours) per year shall be deemed floating holidays which may be taken at any time or times during the year after accrual, with the approval of the department head.
2. Each regular employee on the payroll as of July 1 shall be credited immediately with four (4) floating holidays (32 hours). Floating holidays for new employees will be prorated as follows: employees newly appointed prior to October 31 shall be credited with four (4) standard workdays as floating holidays for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with two (2) standard workdays for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with one (1) standard workday for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year.
3. Floating holidays are to be taken in each fiscal year and shall not accrue from fiscal year to fiscal year.
4. Upon termination, unused floating-holiday time shall be paid at the straight-time rate. For the purpose of pay-off computation, the total unused floating holidays to be paid off and floating holidays used by the employee shall not exceed two (2) workdays (16 hours) if the termination occurs between July 1 and December 31 or shall not exceed four (4) workdays (32 hours) if the termination occurs between January 1 and June 30.

5. Equal Holidays.

Regardless of days worked or days off, each employee is entitled to the same number of paid holidays per year as would be earned by an employee covered by the holiday schedule in sections A and B above. This section is provided with the intent of assuring equitable treatment for all employees.

**Section XVI: Shift Differentials**

Shift differentials shall be calculated on the actual step of the salary rate for all regular and extra-hire personnel for all hours worked on a regularly assigned shift in which four (4) or more hours fall between 3:00 p.m. and 7:00 a.m. Swing shifts will receive 7.5% and night shifts will receive 15%. An additional 10% will be paid for weekend assignment.

Shift differentials shall not be included within the base rate of pay but shall be added to the base rate of pay under the conditions specified in this section. All employees in the same class on the same step shall be paid the same differential for each hour worked. Employees working between the hours of 3:00 p.m. and 7:00 a.m. for their own convenience are not eligible for a shift differential. Shift differentials will not be paid to employees while on vacation or other leave status.

**Section XVII: Insurance and Retirement Contributions**

A. Employee Contribution.

The County shall apply the contribution first toward the employee's health, dental, basic life, supplemental life, and long-term disability insurance programs in which the employee is enrolled. The difference between the County's contribution toward the employee's insurance program and the actual amount paid by the County toward the employee's total benefit package shall be applied towards up to one half (1/2) of the employee's normal retirement contributions per full-time employee pursuant to Section 3458.1 of the California Government Code. Effective January 11, 1998, employees shall pay 50% of the cost-of-retirement cost of living adjustment (COLA) not to exceed 1.58%.

B. County Contribution.

Effective the full first pay period after adoption of this Agreement by the Board of Supervisors, the County will provide an increase to the flat dollar amount of the biweekly fringe package equal to 0.9%.

Effective the second pay period in December of 2011, the County will provide an increase to the flat dollar amount of the biweekly fringe package in an amount equal to three percent (3%).

Effective the second pay period in December of 2012, the County will provide an increase to the flat dollar amount of the biweekly fringe package in an amount equivalent to the October 2011 to October 2012 SF-Oakland-San Jose CPI-U.

Effective the second pay period in December of 2013, the County will provide an increase to the flat dollar amount of the biweekly fringe package in an amount equivalent to the October 2012 to October 2013 SF-Oakland-San Jose CPI-U.

Re-opener:

In the event that it becomes necessary for the County to make adjustments to the Section 125 plan(s) to qualify or maintain the plan(s) as meeting the legal requirements of Section 125 of the Internal Revenue code, the parties agree to re-open on that subject to bring the plan(s) into legal compliance.

C. Cash Back.

Effective December 16, 2007, any employee whose fringe-benefit package amount under the new formula is less than their prior fringe-benefit package amount (base period to be determined) will have the prior fringe-benefit package amount frozen and if currently receiving cash back as of the effective date, will continue to receive cash back, but in no case will an employee receive an increase in the amount of cash back received as of December 16, 2007. New employees will not be eligible for cash back except as noted under "Waiver of Participation."

D. Waiver of Participation.

During open enrollment or within 30 days of a qualifying event, any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and up to fifty percent (50%) of the employee's cost of retirement plus up to an additional one hundred dollars (\$100) cash back.

E. Agreement as to Fairness.

The County and the Union agree that the agreed-to changes in the medical, dental, life, retirement, and supplemental benefits resolve any question of fair distribution of benefits between employees of different benefit levels and coverage and that this package represents a sound contribution to the fringe-benefit coverage of all County employees represented by the bargaining unit that is party to this contract.

F. Part-Time Employees.

Part-time employees in the retirement system may have unused County fringe-benefit contributions apply toward individual retirement contributions up to a maximum of fifty percent (50%).

G. Coverage and Cost Containment.

The County and the Union agree to meet and confer at the request of the County during the term of this Agreement regarding health and dental contract coverage and cost containment.

H. Domestic Partners.

The County will offer medical insurance coverage for registered domestic partners and children of registered domestic partners. Employees will be responsible for all taxes

incurred on such benefits in accordance with Internal Revenue Service (IRS) and Franchise Tax Board regulations regarding imputed income.

I. Vision Services Plan (VSP).

The Vision Services Plan is a mandatory benefit for employees and optional for dependents at time of employee enrollment.

J. Dependent Care Assistance Program (DCAP).

The Dependent Care Assistance Plan is offered to employees.

K. Pre-Tax Dollars.

Employees' contributions to retirement are considered pre-tax dollars.

L. Long-Term Care Insurance.

Long-term care insurance is offered to employees with the premiums to be paid by the employee.

M. Medical Reimbursement Account (MRA).

A medical reimbursement account will be offered to employees in accordance with IRS Section 125. This account allows employees to set aside pretax dollars by payroll deduction for approved medical expenses up to a limit set by the County and not to exceed IRS-set limits.

N. Bi-weekly Medical Payment (BMP)

The County shall contribute the annual amounts described below (in biweekly payments) in accordance with the following implementation procedures:

The County will provide payment for out-of-pocket insurance costs as provided below in accordance with the following implementation procedures:

- Allowance for each employee will not exceed actual out of pocket up to the cap set for each level.
- Payments will be made biweekly as a pay adjustment for current employees.
- Eligibility will be evaluated each pay period that the BMP is paid.

The following fringe-benefits adjustments shall be made to offset out-of-pocket, medical insurance costs:

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-nine thousand nine hundred and ninety-nine dollars (\$39,999) or less and has insurance coverage of employee plus one, an annual allowance of up to one thousand two hundred fifty dollars (\$1,250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-nine thousand nine hundred and ninety-nine dollars (\$39,999) or less and has insurance coverage of employee plus two or more, an annual allowance of up to three thousand two hundred fifty dollars (\$3,250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty thousand dollars (\$40,000) and forty-nine thousand nine hundred ninety-nine dollars (\$49,999) and has insurance coverage of employee plus one, an annual allowance of up to one thousand dollars (\$1,000) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty thousand dollars (\$40,000) and forty-nine thousand nine hundred ninety-nine dollars (\$49,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand seven hundred fifty dollars (\$2,750) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between fifty thousand dollars (\$50,000) and sixty-nine thousand nine hundred ninety-nine dollars (\$69,999) and has insurance coverage of employee plus one, an annual allowance of up to seven hundred fifty dollars (\$750) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between fifty thousand dollars (\$50,000) and sixty-nine thousand nine hundred ninety-nine dollars (\$69,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand five hundred (\$2,500) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between seventy thousand dollars (\$70,000) and eighty-nine thousand nine hundred ninety-nine dollars (\$89,999) and has insurance coverage of employee plus one, an annual allowance of up to two hundred fifty dollars (\$250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between seventy thousand dollars (\$70,000) and eighty-nine thousand nine hundred ninety-nine dollars (\$89,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand two hundred fifty dollars (\$2,250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between ninety thousand dollars (\$90,000) and one hundred nine thousand nine hundred ninety-nine dollars (\$109,999) and has insurance coverage of employee plus two or more, an annual allowance of up to one thousand seven hundred fifty dollars (\$1,750) will be provided;

Part-time, benefits-eligible employees will be provided allowances as described above but on a pro-rata basis.

### **Section XVIII: Non-Stated Benefits**

The County and the Union agree that the benefits specifically stated in the basic contract or applicable contract addendum, if any, fully and completely provide the benefit program

specifically negotiated and agreed to by the parties. Other or related benefits not specifically provided in this contract language may not be inferred by either party.

### **Section XIX — Reimbursements**

- A. Automobiles: An employee who is authorized by the Department Head to use a private automobile in the performance of the employee's duties shall be paid for the job related mileage driven. The County will use the annual IRS mileage reimbursement rate for mileage reimbursement for employees who use their own automobiles for County business.
- B. Cell Phones: This section applies only to employees who are required by the Department Head to use a cell phone in the performance of County duties.
  - 1. Employees authorized by the Department Head to use a personal cell phone in the performance of the employee's duties shall be paid a flat rate/monthly allowance of \$25 for this purpose. Claims for the monthly reimbursement can be made on the form for Payment of Mileage and Other Expenses and turned in monthly or quarterly. Payment will be made by check with other travel expenses.

Employees will be responsible for any and all costs for securing their phones, and for all additional costs of phone usage beyond the \$25 stipend. Employees are responsible for maintaining cell phone service that is operational in Marin County. Employees will be wholly and individually responsible for personal use of the employee-owned cell phone.
  - 2. Employees who do not wish to obtain a cell phone or to use their personal phone for work-related business will have the option of using a County phone. These phones will be checked out from supervisors. The number of monthly minutes will be limited and employees will use these phones for County business only.
  - 3. Employees are not expected to give their private cell phone numbers to clients or other service providers. Supervisors will maintain a roster of employee cell phone numbers. Management will not give out employee cell phone numbers.
- C. Licenses: The County will reimburse for the cost of one license renewal every two (2) years to each regular hire employee of this bargaining unit.

### **Section XX: Performance Evaluation**

- A. All newly hired nurses shall serve a probationary period of one (1) year (2,080 hours). All probationary employees (either new hire or promotional) shall be evaluated not later than the end of their fourth (4th) month of probationary service and again not later than the end of the tenth (10th) month of such service. Nothing in this section shall alter the County's right to release an employee from employment at any time during the probationary period.
- B. With the implementation of the biweekly payroll system, employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if said step increase is supported by an appropriate performance evaluation and all other requirements are met.

- C. For five- (5) step salary ranges, employees are eligible upon completion of two thousand eighty (2,080) hours of regularly scheduled service to receive salary step increases based upon "meets standards" or higher performance evaluations.
- D. For three- (3) step salary ranges, employees are eligible after two thousand eighty hours (2,080) hours of employment for a step increase if supported by a "meets standards" or higher performance evaluation and annually thereafter.
- E. A performance evaluation for regular and extra hire employees must accompany the payroll-personnel action form (101) when a salary step increase is recommended.
- F. An employee who does not receive a step increase beyond the third (3rd) step of the salary range on said employee's yearly anniversary date shall be eligible after six (6) months (1,040 hours) of regular service to be reconsidered for the step increase if the employee demonstrates job performance which meets standards. If said step increase is granted, the employee's anniversary date for future step increases shall remain the original anniversary date, as long as the above criteria in paragraph B are met.

#### **Section XXI: Notice of Termination**

- A. No regular employee covered under this Agreement shall be discharged for incompetence or inefficiency unless said employee has, at least forty-five (45) days prior to termination, been notified in writing, with a copy to Union, of the deficiencies in his/her performance. If satisfactory evidence of correction is presented within this period, the notice of termination may be withdrawn. An employee is entitled to only one forty-five- (45) day notice during the tenure of his/her employment with the County of Marin.
- B. An employee who has previously received a forty-five- (45) day notice and who has been reinstated shall thereafter be entitled to ten (10) days' written notice of termination.
- C. Notwithstanding subsections A and B above, should the County Director of Human Resources determine on certification from the department head involved that public health or safety is endangered by such inefficiency or incompetence, notice need not be provided and discharge of the employee may be affected forthwith.

#### **Section XXII: Retirement**

- A. Except as stated below, unless required to do so by law, County shall not revise any benefit provided by the retirement system to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this Agreement, provided, however, that such benefit change may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.
- B. For employees who become members of the retirement system on or after January 1, 2008, the minimum retirement age for employees in miscellaneous tiers II and III will be adjusted from fifty (50) to fifty-five (55) with the appropriate requirements.
- C. Tier IV shall be implemented as soon as practicable during 2011. Eligible employees hired on or after the implementation date shall be enrolled in Tier IV.

- D. Effective July 1, 2004, the County shall provide seventy-five percent (75%) of unused accrued sick leave towards retirement service credit.

**Section XXIII: Extra-Hire Employees**

- A. Conversion of Benefits (Extra Hire).

An employee who has worked twenty (20) or more hours per week on an extra-hire basis for at least twenty (20) of the twenty-two (22) regularly scheduled working days immediately preceding appointment on a regular-hire basis shall be credited with vacation and sick leave on a pro rata basis of actual hours worked in the six (6) months (1,040 hours) up to a maximum of ten (10) days of sick leave and ten (10) days of vacation leave prior to appointment on a regular-hire basis. Extra-hire employees shall be notified at the time of hire that they shall receive vacation and sick leave accrual credit if they work at least twenty (20) of the twenty-two (22) preceding regularly scheduled working days prior to appointment on a regular-hire basis.

- B. Promotional Examinations.

Employees working in an extra-hire capacity will have extra-hire time with the County credited toward experience required for promotional examinations.

- C. Vacation and Sick Leave.

Extra-hire employees on the payroll as of October 1, 1986 are grandfathered in with accumulated vacation and sick leave benefits computed on the basis of actual hours worked. Sick leave for extra-hire employees may be taken only in connection with scheduled shifts.

- D. Extra Hire After October 1, 1986.

Extra-hire employees hired after October 1, 1986 shall not receive vacation and sick leave benefits.

- E. Pay in Lieu of Benefits (Extra Hire).

Extra-hire employees on all assignments shall have added to their regular salary an amount equal to fifteen percent (15%) of their pay per hour, including all applicable shift premiums and assignment differentials.

- F. County agrees that the utilization of extra-hire employees should be in situations where full-time or part-time, regular-hire employment is not justified or is not practical and that such utilization shall be in accordance with PMR 34 and applicable Administrative Regulations. Regular-hire appointments shall include a Regular, Fixed-Term Appointment defined as an appointment of an employee who has successfully competed for and passed the probationary period in an allocated, budgeted, fixed-term position. Fixed terms are generally established due to limits on grant funding or other known limits to the position's duration.

The County and the Union will meet on a quarterly basis during the term of this Agreement to discuss the use of extra-hire employees in Union-represented job classes. The purpose

of the meetings will be to review payroll data for extra-hire employees, to identify any possible issues related to the use of the extra hire, and with the use of interest-based problem solving, to attempt to resolve any issues identified by either of the parties.

#### **Section XXIV: Salaries**

A. General Salary Increases.

Effective the first pay period of July 2013 the rate of pay for all classes and employees shall be increased by two percent (2%) to four percent (4%) based on the April 2012 to April 2013 SF-Oakland-San Jose CPI-U.

#### **Section XXV: Bilingual Skills Pay Policy**

- A. When a department head, with the approval of the Director of Human Resources, designates a position as requiring bilingual skills of at least fifty percent (50%) of the employee's work time and this special language skill is a qualification for recruitment and selection purposes, any employee in such a designated position who has first demonstrated proficiency in a language acceptable to the department and Director of Human Resources shall be eligible to receive a five-percent (5%) salary differential based on their hourly pay rate. Upon separation of the employee from said position requiring designated bilingual skills, this salary differential payment to the employee will be discontinued.
- B. When a department head, with the approval of the Director of Human Resources, designates an assignment as requiring bilingual skills of at least 50% of the employee's work time, any employee in such a designated assignment who has first demonstrated proficiency in a language acceptable to the department and the Director of Human Resources shall be eligible to receive a 2.5% salary differential based on their hourly pay rate for time spent using such skills. Upon the separation of the employee from said assignment requiring bilingual skills, this salary differential payment to the employee will be discontinued.

#### **Section XXVI: Temporary Special Assignment Pay**

Temporary special assignment is defined as a practice where, as directed by an appointing authority, at least 25% of an employee's work time requires the performance of higher level duties outside of their regularly assigned classification that significantly changes the nature of their work.

Temporary special assignments must be a minimum of ten (10) working days, and shall not exceed six (6) calendar months. In the event of unusual circumstances, a department head may request an extension from the Director of Human Resources. Temporary special assignments will be effective no earlier than the start of the pay period in which the application was received.

An employee shall be paid an additional five percent (5%) of his or her present salary. The salary used to calculate the increase will be the employee's current biweekly base salary. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

The request for temporary special assignment pay may only be initiated by the appointing authority by submitting the request for temporary special assignment pay to Human Resources in writing. The request should include a description of the additional duties assigned that are not represented in the employee's regularly assigned classification and the expected duration of the assignment. Any conflicts concerning the application of this policy shall be decided by the County Administrator, whose decision shall be final.

The granting and/or discontinuance of temporary special assignment pay shall not be subject to the grievance procedure.

### **Section XXVII: Promotion**

An employee who is promoted to a classification having a greater maximum salary than his/her former position shall receive the minimum salary for the new range or one step not less than five percent (5%) above his/her former salary, whichever is greater, providing that the salary is within the new salary range.

### **Section XXVIII: Reduction in Force**

The County and Union agree that the reduction in force and reappointment procedures specified as follows are binding on all parties in the event of a reduction in force.

Whereas PMR 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management, now, therefore, the County and Union agree to hereby adopt the following procedures to effect a layoff, reduction in force, or reappointment.

#### **A. Scope.**

County and Union agree that the procedures to effect layoff, reduction in force, and reappointment set forth herein establish the method of calculating seniority of employees who hold or have held status in classes covered by this Agreement. It is the intent of the parties that nothing in this Agreement shall be construed to exclude those employees outside the bargaining unit who have held status in classes as set forth in Section I(A), "Recognition," from exercising bumping rights into said classes nor to deny any rights and obligations conferred upon them by this Agreement establishing the reduction in force and reappointment procedures.

#### **B. Order of Layoff.**

1. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary.

The order of layoff is

- a. Extra-hire employees in the classification.
- b. Probationary employees in the classification.
- c. Regular employees underfilling the affected classification or in the lower class of a sliding class.

- d. Regular employees in the inverse order of seniority.

In effecting the preceding order, a part-time, permanent employee with more seniority can displace a full-time, permanent employee from that part-time portion of the hours worked.

Employees in a regular, fixed-term appointment may be laid off in the order described above but are not subject to or eligible for bumping rights.

- 2. If two (2) or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:
  - a. Seniority within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro rata basis to full-time service. Neither time spent on a leave of absence without pay nor time spent as an extra-hire, provisional, emergency, or special appointment employee will count toward determining seniority.
  - b. If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative. Department seniority is the total time employed in the department, regardless of classification. Neither time spent on leave of absence without pay nor time spent as an extra-hire, provisional, emergency, temporary, or special appointment employee will count toward determining seniority.
  - c. If the classification and departmental seniority of two (2) or more employees are equal, the date of the regular appointment to County service is determinative, favoring the employee with the earliest appointment date.
  - d. If the date of regular appointment is identical, then the date of certification for appointment shall be determinative.
  - e. If the date of certification is equal, the date of application is determinative.
  - f. If the date of application is equal, then seniority will be determined by flipping a coin.
- 3. The break in service of an employee who is reinstated pursuant to Section VI shall not be counted as County service.

C. Exceptions.

Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by application of the above criteria, the appointing authority may designate a more senior employee to be laid off upon showing of demonstrable special skill(s) which are essential for the job. If more than one employee possesses such special skill(s), seniority, as defined in Section B, shall be the determining factor within that group of employees. If that determination is made, the laid-off employee may appeal the determination to the Personnel Commission seven (7) calendar days after written notice of

lay off. The Commission will hold a hearing within twenty-one (21) calendar days after receipt of the appeal and make a decision within seven (7) calendar days thereafter, and that decision shall be final.

D. Bumping.

An employee designated to be laid off may displace ("bump") an employee with less seniority in a classification at the same salary level within the same department or into the next lower classification within the same department in which employee has previously held status. The employee must meet the minimum qualifications of the position into which the employee seeks to bump. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished. An employee who is bumped may bump in the same manner as set forth above.

E. Transfer in Lieu of Layoff.

All effort will be made by County Department of Human Resources to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employees may qualify prior to the effective date of lay off. The length of eligibility for such transfer will be the period of notification as provided in Section VII but no longer than the effective date of such layoff or reduction. An employee who does not accept the transfer will be laid off.

F. Reemployment Following Reduction in Force.

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in other classifications. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the reappointment of individuals who had been laid off.
2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.
3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, forfeit the right to reemployment, and be removed from the reemployment list.
4. Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as section XVII(F)1 above.
5. Should there be no person on the department reemployment list eligible and available for reemployment, the position shall be filled by the countywide reemployment list for the same classification. The Department of Human Resources shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide reemployment list for selection by the appointing authority. The countywide

reemployment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.

6. Persons selected from the countywide reemployment list shall have their names removed from the department reemployment list for the classification in which they were reemployed. Should the person selected not accept the reappointment within fourteen (14) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, forfeit the right to reemployment, and be removed from the reemployment list. Should there be no one on the countywide reemployment list eligible and available for reemployment, vacancies shall be filled from an appropriate eligible list.
7. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by the Personnel Management Regulations.
8. Regular employees who are reemployed following layoff will have their balance at the time of layoff reinstated, and accrual of leave will be reinstated at the same level.
9. Right to Re-employment to Extra Hire Position After Reduction in Force

If an extra hire position is opened in the same department and classification in which a regular hire employee who held status has been laid off or demoted in lieu of layoff, in order of seniority in the classification, the regular hire employee who held status shall be offered the extra-hire positions, based upon the existing reemployment list.

Within one (1) year after the layoff or demotion, this regular hire employee shall be offered this extra hire position in writing should an extra-hire vacancy occur in the same classification and department in which the employee held status.

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall not forfeit the right to reemployment to a regular position, as described in Section F1 – F8 of this Article, but shall forfeit the right to further reemployment under this Section F9.

G. Notice to Employees and Recognized Employee Organizations:

Regular employees designated for layoff or demotion and the Union shall be notified in writing at least four (4) calendar weeks prior to the anticipated date of termination or demotion. The notice will inform employees of their bumping rights, if any. Bumping rights must be exercised within seven (7) calendar days of notice of layoff.

Upon request by the Union, the County shall meet to explore alternatives to layoff prior to the layoff. This Process, however, shall not alter the proposed date of layoffs. Also, upon request by the Union, the County shall meet and confer regarding the impact of any layoff to affected bargaining unit employees.

### **Section XXIX: Overtime**

Employees shall be paid for overtime worked at one and one-half (1-1/2) times the base rate of pay, subject to the following conditions and authorizations.

- A. Overtime is time beyond forty (40) hours per week or the employee's standard workweek, whichever is longer, or on holidays.
- B. Nurses shall receive a minimum of ten (10) hours' off duty between shifts. If a nurse is required to double back and return to work before the expiration of this ten- (10) hour off-duty period, the second (2nd) shift in a twenty-four- (24) hour workday will be paid at the rate of time-and-a-half overtime.
- C. Overtime shall be compensated to the nearest quarter hour (15 minutes). Compensatory time is calculated at time and a half.
- D. Prior authorization of the County Administrator for overtime must be secured by the department head. Each staff person shall secure prior authorization from his or her supervisor or other designated manager in advance of working overtime.
- E. Qualifying employees may accumulate up to forty (40) hours of overtime to be taken as compensatory time off in lieu of paid overtime with the approval of the department head.
- F. Notwithstanding Subsection A, nurses working in a program or facility with minimum staffing requirements and nurses coordinating or participating in disaster relief activities or disaster preparedness activities, shall be paid overtime for hours worked beyond her/his scheduled shift when assigned to work in order to assure minimum staffing requirements.

Disaster preparedness activities for which overtime can be authorized under this section are solely defined by the Director of Health and Human Services or his/her designee.

### **Section XXX: Break in Service**

- A. A regular employee in a pay range changing from full-time to part-time status with a break in continuous County service of less than ninety (90) days shall be compensated in the pay range at which the employee left full-time service.
- B. A regular employee who has passed his/her probation period and terminates County service under positive circumstances shall be eligible for reemployment without loss of certain benefits if reemployed within sixty (60) calendar days of termination. For the purpose of salary and seniority the employee will be treated as if he/she were on a leave of absence without pay. Seniority shall be restored for the purposes of merit increase eligibility, vacation accruals and reduction in force.

### **Section XXXI: State Disability Insurance (SDI)**

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employee. Employee must file claims with the Department of State Disability Insurance and Long-Term Disability. For benefits under workers' compensation, an employee should report injury to his/her supervisor within twenty-four (24) hours. The Risk Management Division will coordinate benefits for all workers' compensation claims.

As agreed, employees will have the full premium cost for state disability insurance coverage automatically deducted from their pay check, and no County contribution will be made toward participation in the plan.

Coordination of Benefits:

1. SDI benefits of two-thirds (2/3) average weekly wage (computed from a 12-month base period determined by the state) to a maximum set by the State of California will be applied first.
2. Long-term disability benefits, if applicable, of sixty percent (60%) of the current weekly wage will be applied second.
3. Accrued sick leave, vacation, and approved personal leave will be applied in a proportionate amount which when added to SDI will provide compensation equal to the employee's regular wage or salary.
4. Sick Leave Borrowing.

During the first six (6) months of service, an employee may, one time only, take sick leave not to exceed five (5) days or forty (40) hours; however, if any employee takes excess sick leave, such excess sick leave will be subtracted from future accumulations until accumulation equals excess sick leave actually taken.

**Section XXXII: Policies and Procedures**

- A. The County agrees to send recruitment announcements to shop stewards. These announcements are to be posted in the following locations:

RN office at the Jail  
RN office at Juvenile Hall  
Break room at Health Clinic at 3260 Kerner  
Breakroom at 3250 Kerner CFS  
Breakroom at 3270 Kerner  
Breakroom at 899 Northgate 4<sup>th</sup> floor  
PES work area at the Crisis Center at 250 Bon Air  
Main Reception Area at 10 North San Pedro Road  
West Marin Service Center  
Marin General Hospital Midwives call room

The County agrees to provide announcements of training opportunities to all nurses through the Health & Human Services (H&HS) bulletin or other announcements on a timely basis. These will be sent to the shop steward and posted at the above locations.

The County agrees to meet with the Union to discuss activities being performed that may not be appropriate to nursing duties.

The County agrees to meet with the Union to discuss training by departments.

- B. The County and Union agree that all regular-hire Registered Nurses on the payroll as of July 9, 1988 will be grandparented as one (1) class with existing seniority.

### **Section XXXIII: Union Security**

- A. Modified Maintenance of Membership.

Employees in bargaining units represented by the Union who were members on August 1, 1979 have ten (10) days after notice to withdraw their membership pursuant to section C. Otherwise, employees shall remain members during the period covered by this memorandum except that such employees may withdraw during a period not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this Agreement, pursuant to section XXXII(C).

- B. Security Clause.

An employee in any of the classes represented by the Union hired on or after August 1, 1979 shall become a member in good standing in the Union except that said employee may, within the first thirty (30) days of employment, apply in writing to the County, with a copy to the Union, for exemption, and such employee shall be so exempted.

- C. Revocation.

An employee who desires to revoke his/her authorization for Union membership shall notify the County Auditor-Controller by mail of such revocation during a period not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this Agreement.

It is understood that if an employee does not revoke his/her authorization for Union membership during the period specified above, dues shall continue to be deducted from the employee's earnings for the remaining term of this Agreement without right to further revocation.

### **Section XXXIV Personnel Files**

The original or a copy of all material which reflects on an employee or an employee's performance which is to be placed in any employee personnel file shall be provided to said employee in advance of placement in the personnel file. Said file shall be available at all reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

### **Section XXXV: No Discrimination**

- A. No member, official, or representative of the Union shall in any way suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership or participation in or representation of the Union.
- B. The parties to this Agreement agree that they shall not in any manner discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, marital status, the taking of family

and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21) and may not be grieved under Article XI Agreement.

**Section XXXVI: Notification**

- A. The County shall provide the Union with five (5) working days' notice in advance of final action relating to salaries, hours, working conditions and/or fringe benefits of employees. The County shall also provide the union with five (5) working days notice whenever possible in advance of Board of Supervisors' consideration of staff proposals on the above matters.
  
- B. On a regular basis during the term of this Agreement, but not less than one (1) time per quarter, the County shall provide the Union with a copy of each regular personnel listing which contains the names of all employees in the bargaining unit, dates of employment, classifications, rates of pay and terminations.

It is also understood that the County will provide the Union with a list of status changes (new hires, terminations, reclassifications, salary changes, etc.) in the bargaining unit not less than one (1) time per month.

**Section XXXVII: Health and Safety**

- A. Safe Working Conditions.

County shall make every reasonable effort to provide safe working conditions for bargaining unit members.

- B. Health and Safety.

The County shall comply with all applicable federal, state, and County safety regulations and shall furnish to employees, as needed, all safety equipment therein required.

- C. Safety Protocols.

County and Union agree to establish a joint committee to review and recommend standardized safety protocols and procedures to deal with on-the-job incidents including, but not limited to, needle sticks, exposure to bodily fluids, and assaults. The committee shall consist of the chief medical officer (working title) and the Clinical Services Administrator or their designees; the Senior Public Health Nurse for Communicable Disease; nursing representatives from Mental Health, Detention and the AIDS Program; and the Union field representative. Protocol recommendations will meet Occupational Safety and Health Agency (OSHA) and Center for Disease Control (CDC) guidelines and will be presented to the Chief Medical Officer with the concurrence of the Director of Health and Human Services and the County Administrator for final review prior to distribution to medical facilities and personnel. The protocols will be reviewed annually and recommended changes made to the Chief Medical Officer and the Director of Health and Human Services.

D. PES Safety Committee.

A PES Safety Committee, coordinated and overseen by the County Risk Management Safety Officer, will meet at least once every three months. Meetings may be cancelled by mutual agreement of the parties. Additional meetings may also be held upon mutual agreement of the parties. The purpose of these meetings is to:

1. Review incidents/safety events and identified hazardous conditions
2. Propose remedies for identified Occupational Health and Safety Issues/hazards
3. Identify hazardous conditions preventatively and make recommendations to mitigate or eliminate possible future safety incidents
4. Review implementation of corrective actions for safety events/hazardous conditions
5. Routinely review/update Safety Policies
6. Identify and prioritize safety training needs

Participants shall include County management and at least one SEIU 1021 representative/member. The County will provide release time for at least one (1) SEIU-represented employees.

**Section XXXVIII: Voluntary Payroll Deductions**

The County shall develop whatever computer mechanisms are necessary to accommodate voluntary payroll deductions which will be authorized in writing by bargaining unit employees.

- A. Up to three (3) code items may be requested by the Union and will be implemented by the County as soon as possible after County receives notification from the Union.
- B. Deductions may be a percentage or a fixed dollar amount.
- C. Individual employees may change the amount of a deduction or make other individual changes no more than one (1) time in a four- (4) month period.
- D. If additional deduction codes are requested by the Union, the Union agrees to pay the cost for the changes.

**Section XXXIX: Indemnification of County Employees**

The County shall defend and indemnify an employee against any claim or action against the employee on account of any act or omission in the scope of the employee's employment with the County as an employee in accord with and subject to the provisions of California Government Code Sections 825, et seq., and 995, et seq. Nothing herein is intended to, nor shall be deemed to, supersede the County's herein referenced obligations as they may be defined by statutory or case authority.

**Section XL: MOU Cleanup Committee**

The union field representative along with two (2) members of the bargaining unit will meet with up to three (3) members of County staff on County time to reorganize/cleanup the Agreement. No changes will be made without agreement from all members of the committee. Members of the Union's committee will obtain approval from the chapter executive board prior to reaching agreement.

### **Section XLI: Labor/Management Committee**

There shall be continued a Labor/Management Committee during the term of the collective bargaining agreement comprised of three (3) members of the Union and three (3) members of the Human Resources Department or their designee. The purpose of the Committee is to discuss at the earliest possible time, but no less than quarterly if necessary and requested by the Union, issues that arise during the term of the Agreement that are outside the scope of bargaining and that contribute to or detract from positive, productive employee-employer relations involving employees in classifications in the bargaining unit. Employee representatives will be permitted release time in accordance with section III(A) of the Agreement.

### **Section XLII: Use of Volunteers**

The parties agree that volunteers provide a valuable resource to the County. Use of volunteers is to supplement and assist paid staff, not to replace, supervise or manage them.

### **Section XLIII: Waiver Clause**

The parties acknowledge that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, except as otherwise provided herein.

### **Section XLIV: Severability**

If any section or subsection of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or subsection would be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section XLV: Term**

The Agreement shall be in effect from April 19, 2011 and shall continue in full force and effect until June 30, 2014 and shall automatically be renewed and extended on a fiscal-year basis from year to year thereafter unless either party gives notice, in writing, to the other party not less than sixty (60) days before the end of the term then in existence of its desire to terminate or amend this Agreement. Such notice shall be accompanied by a written statement setting forth the changes or amendments desired by the parties serving the notice.

Negotiations on the changes or amendments desired shall begin as soon as possible upon receipt of the notice. Every effort shall be made to complete such negotiations prior to the end of the Agreement term; this Agreement shall continue in full force and effect until agreement is reached.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this 19 day of April, 2011.

SERVICE EMPLOYEES'  
INTERNATIONAL UNION Local 1021,  
NURSES UNIT

COUNTY OF MARIN BARGAINING  
COMMITTEE

mta Jadena Gibra  
Bruce Delany  
Melanie S. Wue  
Dawn Thomas  
Maxie McLaughlin  
Linda Rouda

Dell  
Arthur Calder  
Margaret  
Jay

RATIFIED:

APPROVED:

SERVICE EMPLOYEES'  
INTERNATIONAL UNION 1021 NURSES

BOARD OF SUPERVISORS OF THE  
COUNTY OF MARIN

D. Warsha

Susan L. Adams

ATTEST:

ATTEST:

**Side Letter Agreements**  
**County of Marin & SEIU Local 1021 (Nurses Unit)**  
**2011 - 2014**

**Side Letter - Salary and Benefits for 2013**

The parties agree to meet between August 15, 2012 and September 15, 2012 to discuss reallocation of the compensation available for 2013 to address health and welfare benefits concerns. This will include a discussion of the option of deferring up to one percent (1%) of the COLA increase scheduled for July 1, 2013 and applying that salary amount towards health and welfare benefits. The parties agree that one percent for a full year is equal to \$85,000. The County agrees to make itself available for at least three meetings during this time. In the event that the parties do not reach mutual agreement on an alternative approach to reallocating the salary increase scheduled for 2013 by September 15, 2012, the current Agreement will remain in place. The parties may extend this timeline by mutual agreement.

**Side Letter - General Salary Increase**

This Side Letter shall expire with the current Collective Bargaining Agreement, June 30, 2014.

If any represented or unrepresented bargaining unit employee receives a general salary increase adjustment after the second full pay period in July 2011, during the term of this agreement, the Union will have the right to either accept the raise and any equivalent concessions which are part of that raise package or exercise the right to re-open this Agreement on the issue of salary.

This right to a raise or re-open shall not apply to equity adjustments, internal alignment adjustments, individual salary increases such as merit step increases, temporary promotions, reclassifications, adjustments provided under existing ordinances or COLA increases that occur as a result of pre-negotiated July 2011 general salary increases.

**Side Letter - Retirement Tier IV**

*The language below is for informational purposes only. It is not intended as contract language:*

Any eligible employee hired on or after the implementation of Tier IV shall be placed in Retirement Tier IV. The Retirement Tier IV formula shall be 2% at 61 ¼ as stated in Cal Gov Code 31676.1.

### **Side Letter - PMR Revisions**

The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the Association with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent to bargain non-mandatory subjects. As part of the meet and confer process, SEIU may submit proposed revisions.

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. Discussions / negotiations may be conducted jointly with other employee organizations provided there is agreement by the County and the individual employee organizations. This process shall begin as soon as practicable during 2011. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

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