



To: Department Heads, Department Managers and Department Supervisors
From: Laura Armor, Director, Human Resources *Sue Hampton for Laura Armor*
Date: August 11, 2008
RE: Employee's Weingarten Rights

On September 11, 2007, SEIU, Local 1021-General Bargaining Unit filed a Public Employment Relations Board (PERB) charge against the County of Marin alleging that the County had interfered with its representational rights when the County enforced the clear terms of the County of Marin Personnel Management Regulation's (PMR's) and MOU and allowed only one Union representative to be present during each step of the grievance process.

On Thursday July 24, 2008, the County and SEIU 1021-General Bargaining Unit participated in a mandatory settlement conference with PERB and reached a settlement to the aforementioned charge.

In an effort to promote harmonious labor relations, the County and SEIU, Local 1021-General Bargaining Unit have agreed to the following rules for representation during a grievance and investigatory interviews:

- 1) When a grievance is filed by SEIU in its own name ("a union grievance"), SEIU is entitled to have one representative present at each step of the grievance process. However, no later than three days before the grievance meeting, SEIU may reasonably request, and the County will not unreasonably deny, the additional presence of one employee steward.
- 2) When a grievance is filed by or on behalf of one named grievant, the grievant is entitled to one Union representative at each step of the grievance process. However, no later than 3 days before the grievance meeting, the grievant may reasonably request, and the County may not unreasonably deny the additional presence of one employee steward from the department in which the grievance arose.
- 3) When a grievance is filed by or on behalf of a group of employees ("group grievance"), the grievants may have a total of two representatives present at each step of the grievance process; one being a Union representative and one being an employee steward from the affected department. The Union does not need to seek pre-approval to have these two representatives present.
- 4) For any investigatory meeting, the employee being investigated is entitled to have one representative present during the investigation process. Witnesses are not entitled to a

representative, unless he/she would have a reasonable belief that his/her participation in the investigation could result in discipline.

I have underlined some of the important features of this agreement. Even in the instances where the County and the Union have agreed that the Union may request that a department steward be present during the grievance process, the Union must request approval no later than three days in advance. Therefore, SEIU is not able to surprise a supervisor and/or manager holding a grievance meeting by demanding that both a Union representative and an employee steward attend a grievance meeting. If the Union/Grievant has not sought timely pre-approval, the supervisor or manager hearing the grievance should inform the grievant that he/she is only entitled to one representative for that step of the grievance process.

Additionally, in the instances described above where the County and the Union have agreed that the Union may request the additional presence of one employee steward, the employee steward **must** be from the named-grievant's department.

These rules are effective July 24, 2008. Thank you for your cooperation and your assistance in ensuring that these rules are followed throughout the County. If you have any questions about this memo or about the application of these new rules please do not hesitate to either call Terri Hampton, Deputy Director, Human Resources at 499-7062 or Angela Nicholson, Principal Personnel Analyst, Human Resources at 473-4396 for assistance.

I have attached the signed settlement agreement for your review. Please ensure that this memorandum is circulated to every manager and/or supervisor who may serve as a grievance hearing officer, so that we can ensure County-wide consistency.

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



SEIU LOCAL 949,

Charging Party,

v.

COUNTY OF MARIN,

Respondent.

Case No. SF-CE-503-M

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the **SEIU Local 949** and the **County of Marin**, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning the number of union representatives allowed to participate in the grievance process.
2. SEIU Local 949 and the County of Marin hereby agree that the following number of union representatives are appropriate: (1) for a grievance filed by SEIU in its own name, SEIU is entitled to have one representative. However, no later than 3 days before the meeting, SEIU may reasonably request, and the County will not unreasonably deny, the additional presence of an employee steward; (2) for a grievance filed on behalf of an employee, the grievant is entitled to have one representative. However, no later than 3 days before the meeting, the grievant may reasonably request, and the County will not unreasonably deny, the additional presence of an employee steward from the department in which the grievance arose; (3) for a grievance filed on behalf of a group of employees, the grievants are entitled to have a total of one representative and one employee steward from the affected department present without having to seek pre-approval from the County; and, (4) for any investigatory meetings, the employee being investigated is entitled to have one representative.
3. SEIU Local 949 hereby withdraw Unfair Practice Charge No. SF-CE-503-M and grievance #08-01 with prejudice.
4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

6. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:

Robi Bortone
Charles Giaccone

7/24/08
Date

For Respondent:

Laura Orma
Jennifer M. W. Vuillemeret
Angela Vuillemeret

07-24-08
Date