

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 1, 2004 – JUNE 30, 2007**

**COUNTY OF MARIN  
AND  
SEIU LOCAL 535  
Health and Human Services  
Workers**

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The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Social Services Union, Local 535, AFL-CIO (hereinafter called Union) and shall apply to all employees of the classifications set forth herein.

The terms and conditions set forth in this Agreement have been negotiated in good faith and have been ratified by the membership of the Union and the Board of Supervisors of County.

## **SECTION I – RECOGNITION**

A. County hereby recognizes Union as the bargaining representative for the employees in the representation unit certified by the County Personnel Commission on February 16, 1998 and modified on June 2, 1972, April 26, 1974, and June 4, 1976 and thereafter as needed, consisting of the following job classification in the County's Department of Health and Human Services:

- Alcohol & Drug Program Specialist
- Child Welfare Worker I Bilingual
- Child Welfare Worker II Bilingual
- Child Welfare Worker I
- Child Welfare Worker II
- Crisis Specialist
- Crisis Specialist I\*
- Crisis Specialist II\*
- Crisis Specialist III\*
- Eligibility Specialist\*
- Eligibility Worker I\*
- Eligibility Worker I Bilingual\*
- Eligibility Worker II\*
- Eligibility Worker II Bilingual\*
- Eligibility Worker III\*
- Eligibility Worker III Bilingual\*
- Emergency Medical Services Specialist\*
- Employment Development Counselor Bilingual\*
- Employment Development Counselor\*
- Licensed Mental Health Practitioner
- Licensed Mental Health Practitioner Bilingual
- Licensed Crisis Specialist\*
- Mental Health Practitioner
- Mental Health Practitioner Bilingual
- Minority Services Specialist Bilingual\*
- Minority Services Specialist\*
- Perinatal Counselor

Perinatal Counselor Bilingual  
Program Specialist CCS/Bilingual\*  
Program Specialist CCS\*  
Registered Dental Assistant\*  
Senior Child Welfare Worker  
Senior Child Welfare Worker Bilingual  
Senior Employment Development Counselor\*  
Senior Registered Dental Assistant\*  
Senior Social Service Worker  
Senior Social Service Worker Bilingual  
Senior Support Service Worker Bilingual  
Senior Support Service Worker  
Social Service Worker I Bilingual  
Social Service Worker II Bilingual  
Social Service Worker I  
Social Service Worker II  
Support Service Worker I Bilingual\*  
Support Service Worker II Bilingual\*  
Support Service Worker I\*  
Support Service Worker II\*

B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin consonant with its obligations to the employees it represents.

C. County and Union affirm the principle that harmonious labor-management relations are promoted and furthered where there is the broadest possible Union membership of employees in the representation unit. When a person is hired in any of the covered job classifications, County shall notify such person that the Union is the recognized bargaining representative for the employees in said unit.

## **SECTION II – EXISTING LAWS, REGULATIONS AND POLICIES**

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

### **A. No Discrimination**

1. 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.

2. The parties to the Agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of race, creed, religion, color, age, gender, sexual preference, national origin, political beliefs or disability.

### **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 seven (7), of its members 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 28 hours and no individual employee shall spend more than four (4) hours of County time on Union business, exclusive of the Safety Committee.

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 in, the appeal and review steps of the grievance procedure or in 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. Authorized representatives of Union shall be allowed to post union notices on bulletin boards maintained on County premises.

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

D. In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed seven (7) persons, plus the 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.

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

1. Up to three (3) codes 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.

2. Deductions may be a percentage or a fixed dollar amount.

3. Individual employees may change the amount of a deduction or make other individual changes no more than one time in a four month period.

4. If additional deduction codes are requested by the Union, the Union agrees to pay cost for the changes.

F. The County shall provide the Union with five (5) working days' notice in advance of final action relating to salaries, working conditions and/or fringe benefits of employees. The County shall also provide the Union with five (5) working days notice in advance of Board of Supervisors' consideration of staff proposals whenever possible on the above matters.

On a regular basis during the term of this Agreement, but not less than one 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 time per month.

#### **SECTION IV – FAIR SHARE/AGENCY SHOP**

A. It is recognized that Local 535, SEIU 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 Local 535, SEIU.

B. All employees in the bargaining units represented by Local 535, SEIU shall become and remain members of Local 535, SEIU 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. Fair share/agency shop deductions shall automatically be made in this bargaining unit.

C. All new employees hired in the Bargaining Unit shall, beginning within the first 30 days after such hire date and until the termination of the contract, either:

1. Become a member of Local 535, SEIU and pay the regular dues and fees; OR
2. Pay to Local 535, SEIU a fair share fee as described in 'D' below.

D. During the term of the Agreement, a fair share fee for services rendered by Local 535, SEIU shall be 90% of the regular membership dues and fees. Each employee shall have provided to him/her without prejudice the full representational services of Local 535, SEIU. Payments shall be made biweekly by payroll deduction or as one annual payment within 30 days of the beginning of each new contract year.

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

G. Annually, Local 535, SEIU shall file with the Director of Human Resources an acceptable Local 535, SEIU 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. Local 535, SEIU 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 to all employees within the Unit.

I. The parties agree that failure of an obligated employee hired in the bargaining unit to pay a fair share fee shall be grounds for the Union to file an action in Small Claims Court subject to the following procedures:

1. Local 535, SEIU shall notify the employee (a copy to Department of Human Resources and the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance 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, SEIU will file an action in Small Claims Court.

2. If the employee fails to comply, Local 535, SEIU 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. Local 535, SEIU shall defend, indemnify and save the County harmless against any and all claims, demands, suites, 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 Local 535, SEIU of such costs on a case by case basis.

K. The authorization for payroll deductions described in Subsection 1 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. 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 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 Local 535, SEIU that this contribution has been made either on a biweekly payroll deduction basis or as one annual payment made within 30 days of the beginning of each new contract year.

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

N. The County will promptly remit to the Union the moneys 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.

## **SECTION V – COUNTY RIGHTS**

A. All County rights and functions, except those which are expressly abridged by this Contract, 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 the Contract.

C. This Contract is not intended to, nor may it be construed to, modifying the provisions of the County Code 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 Rules and Regulations.

D. Upon implementation and for the duration of the agency shop/fair share service fees, Local 535, SEIU agrees, without further action by the County or Local 535, SEIU to waive its 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 Local 535, SEIU 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.

F. Before implementing any decision to contract out work currently being performed by employees represented by SEIU Local, 535 H&HS Workers, or to transfer such work out of the Unit, the County shall notify the Union and, upon request, meet and confer regarding the impact of such decision on employees' terms and conditions of employment, to the extent such terms and conditions are within the scope of representation.

The County's obligation to meet and confer shall apply only to decisions which result in the layoff or reduction in hours, or other direct impact on employees' terms and conditions of employment.

Notice from the County is to be given in writing to Union by personal delivery or certified mail. Union shall respond within five (5) working days from date of receipt with request to meet and confer or Union is deemed to have waived meet and confer. Union shall attempt to respond sooner, if possible.

County and Union shall meet and confer for not more than thirty (30) days from receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.

Notwithstanding the above, the County reserves the right to take whatever action it deems necessary in the event of an emergency. The Union, however, will be notified promptly of such action. For purposes of this provision, emergency includes, but is not limited to: acts of God, imminent financial shortfall, strike and an inability to hire essential workers.

## SECTION VI - SALARIES

### A. General Salary Adjustments

There shall be made a 1.5% general adjustment to each step of the salary schedule for covered classifications effective July 4, 2004.

A 2% general adjustment effective the first pay period of July 2005.

A general adjustment based on the San Francisco CPU-U of 2.5-3% effective the first pay period of July 2006.

Equity Increases:

Year 2: .5% of the bargaining unit annual salary will be allocated for equity increases, to be determined by the Labor/Management Committee;

Year 3: .5% of the bargaining unit annual salary will be allocated for equity increases, to be determined by the Labor/Management Committee.

B. The Crisis Specialists assigned to the jail will receive a 10% assignment differential.

C. During the 1989-90 contract negotiations it was agreed that all current adult social workers would be grandparented as Social Service Worker II's. All current Social Service Workers with master's degrees in Adult Services and all Mental Health Practitioner II's, with master's degrees, will continue to receive a 5% differential. Incumbents in Children Social Service who met or were within 6 months of meeting the Child Welfare Worker II minimum qualifications were grandparented as Child Welfare Worker II's.

Current Mental Health Practitioners who did not have a LCSW or MFCC licenses (who met or were within 6 months of meeting the Mental Health Practitioner III qualifications) were grandparented as Mental Health Practitioner III's.

D. For the purpose of reduction in force or bumping subsequent to reduction-in-force, the seniority of all social workers who are permanent employees as of the date of ratification of the 1989-90 contract, in both the adult and child welfare areas, will be counted as the same. No employee will be promoted solely as a result of exercising their rights under the Agreement. The grandparenting agreement will remain in effect until the employees affected separate from County service.

E. Child Protective Services Emergency Response

All extra-hire and retired employees who were providing these services at contract ratification (Shirley Katz and Paula Robertson) or who meet qualifications will be grandparented indefinitely. County agrees to grandparent the two existing CES assignment workers (Patricia Paxson and Barbara Goodman) with the stipulation that no reclassification request will be made as a result of this assignment. In both instances the employees will be paid the following rates:

APS/CPS on-call emergency response/night workers

Rates for the on-call emergency response assignment will be:

Weeknight: \$108.18

Weekend Days: \$180.32

Holidays: \$270.44

F. When Adult Protective Services are legally mandated, the parties agree to meet and confer to develop the job specifications and salary levels for a new APS position.

G. Shift Differentials

The County agrees to pay shift differential for the classes of Crisis Specialist I, II, III and Eligibility Worker I, II, III at the following rate: 7.5% swing, 10% graveyard, (plus an additional 10% for weekends, if required).

The County agrees to pay a shift differential for Support Service Workers who work the Public Health Clinic at the following rate: 7.5% swing, 10% graveyard (plus an additional 10% for weekends, if required).

1. For all hours worked on a regularly assigned work shift in which four (4) or more hours fall between 5:00 p.m. and 12:00 midnight (swing shift), the rate of 7.5% shall be paid.

2. For all hours worked on a regularly assigned work shift in which four (4) or more hours fall between 12:00 midnight and 8:00 a.m. (graveyard shift), the rate of 10% shall be paid.

3. 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 shall be paid the same differential for each hour worked. Employees working between the hours of 5:00 p.m. and 8:00 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. Extra hire employees are eligible for shift differential only when working on an assigned basis.

During a shift on the Crisis Unit without a Registered Nurse assigned, one (1) Crisis Specialist may be assigned medication duty and receive 5% premium pay of base salary for the shift worked.

H. Assignment Differential

Mental Health Practitioner and Licensed Mental Health Practitioner (and corresponding bilingual classes) assigned to work in the jail will be eligible for a 10% assignment differential.

I. 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 5% above his/her former salary, whichever is greater, providing that the salary is within the new salary range. Percentage salary increase for promotions are to be based on hourly rates.

**SECTION VII – STEP INCREASES**

A. With the implementation of the biweekly payroll system employees shall be eligible to receive a step increase within their salary range effective the first day of the pay period following completion of the specified time intervals, if paid step increase is supported by an appropriate performance evaluation and all other requirements are met.

B. For five step salary ranges, regular employees are eligible upon completion of one year (2080 hours) of regularly scheduled service to receive salary step increases based upon meets standards or higher performance evaluations.

C. For three step salary ranges, regular employees are eligible after 2080 hours of employment for a step increase if supported by a meets standards or higher performance evaluation.

D. Performance evaluations for regular and extra-hire employees must accompany the payroll-personnel action form (101) when a salary step increase is recommended.

E. An employee who does not receive a step increase on said employee's yearly anniversary date shall be eligible after six (6) months (1040 hours) of regular service to be reconsidered for the step increase if the employee demonstrates job performance which meets or exceeds 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 criteria specified in paragraph A are met.

F. Overtime shall not count toward accumulation of hours as used in this section.

G. All probationary employees (either new hire or promotional) shall be evaluated not later than the end of their fourth month of probationary service, and again not later than the end of the tenth 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.

### **SECTION VIII – BILINGUAL PAY**

A. When a department head, with the approval of the Director of Human Resources, designates a position as requiring bilingual skills, 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 5% salary differential based on their hourly pay rate.

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 (minimum 20 hours per week), any employee in such a designated assignment who has first demonstrated proficiency in a language, acceptable to the Department and 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 separation of the employee from said assignment requiring designated bilingual skills, this salary differential payment to the employee will be discontinued.

### **SECTION IX – HOURS OF WORK AND WORKLOAD STANDARDS**

#### **A. Workload Standards**

1. This subsection does not apply to employees in classifications designated by an asterisk (\*), (Recognition).

2. Employees covered by this subsection have professional status and all work assignments are of a professional nature. Because successful performance is not directly related to time input, each assignment requires variable amounts of time, depending on the personal professional approach of the employee and the particular circumstances

of each case. Accordingly, such employees shall be accountable for results rather than time worked.

3. Workload assignments will be made on the basis of an assumed 40-hour week; however, employees are not required to be present or in work status on a regular eight-hour day, five-day week basis, but shall adjust time and location of work to suit workload needs. No penalty shall be suffered by an employee who works less than 40 hours in a given week or eight hours in a given day, nor shall any overtime be paid or credited for overtime work. Notwithstanding the foregoing it is not the intent of this section to authorize the combining of professional time with vacation to extend vacation time periods for employees.

4. Notwithstanding the foregoing, employees may be required to be present for given time periods in given locations for the convenience of the public, for training, or for other departmental purposes related to public service.

5. Social Service Workers shall be exempt from performance of eligibility budget functions where a social plan is not required in the justification of a special need.

6. Workload standards during the term of this Agreement shall be as follows:

Functional Service Unit	Average Number of Cases to be Assigned Per Functional Unit	Maximum Number of Cases to be Assigned to Any One Worker
General Social Services	38	48
Assessment	55	65
Adoption	45	55
Vocational Services	55	65
Licensing	55	65

Average workload standards shall be determined by dividing the number of cases assigned to a Social Services Function Unit by the number of social workers assigned to the Unit. For purposes of this Agreement, such averages and maximums will be determined on the last day of the month.

County agrees that authorization of additional full-time staff by the Board of Supervisors will be requested by department head and County Administrator whenever the workload in a unit of the department exceeds the applicable standards by more than 50% of one caseload after three consecutive months in the general social services and licensing functional service units and after two consecutive months for the assessment,

adoption and vocational services functional services units. In hiring any part-time staff, the above standards will be applied on a proportional basis.

7. Notwithstanding the provisions of paragraph 6 above, the department head and Union may agree upon and implement different workload standards as specified in paragraph 6 above subject to the following conditions, limitations and authorizations:

a. Such different workload standards must be mutually agreed upon between department and Union and committed to writing.

b. In no case shall any different workload standards necessitate additional staff over and above that which may be required under provisions of paragraph 6 above.

c. In no case shall any different workload standards serve as justification for or be utilized in support of any position reclassification.

8. Professional Hours Clarification

Parties agree to joint labor/management memo of June 23, 2000 (attached).

B. Hours of Work

1. Applicability

This subsection applies only to employees in classifications designated by an asterisk (\*) in Section I (A) above.

2. The standard work week shall consist of five (5) days, Monday through Friday inclusive. This standard shall not apply to employees in work units which have different schedules of work and/or operation. A normal work day shall consist of eight (8) consecutive hours of work within a maximum nine-hour period, interrupted by a lunch break of not less than one half hour, or more than one hour. The County and the Union agree to work out details of employee work schedules as described in the Joint Labor Management Letter of Understanding – Work Schedules dated June 29, 2004 (attached).

3. Employees shall be assigned to work shifts with regular starting and quitting times. Except in cases deemed to be an emergency by the department head, employees will be given ten (10) days' notice prior to any change in their work schedule.

4. Rest Periods

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

5. Overtime

Employees subject to the subsection shall be paid for overtime worked not later than the second paycheck following performance of work at one and one-half times the base rate of pay, subject to the following conditions and authorizations:

- a. Overtime is time beyond eight (8) hours per day, or forty (40) hours per week, or the employee's standard work day or week, whichever is longer, or on holidays other than Saturday or Sunday.
- b. Effective July 1, 1990, overtime shall be compensated to the nearest quarter hour (fifteen minutes). Compensatory time is calculated at time and one half of the base rate of pay.
- c. Prior authorization of the County Administrator must be secured by the department head and communicated by the department head to the employee.
- d. 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.
- e. Crisis Specialists I, II and III shall be paid one and one half times the base rate of pay for any holiday hours worked.

6. Minimum Call Back

Any regular hire employee who has departed from a work location and is called back is guaranteed a minimum of two (2) hours employment, at an applicable rate of pay, unless the work immediately precedes their regular shift.

C. Reports on Workload and Caseload

The County shall provide to the Union copies of reports which the County provides to the State or which are generated by the State based on County data regarding caseload size and composition, size of the workforce and funding bases. The County shall authorize the appropriate persons in the Department to provide the Union with the above information.

**SECTION X – PERQUISITES (BENEFITS)**

Perquisites shall apply to regular County employees only unless the contract language specifically mentions extra hire employees.

A. Vacation

1. Each regular employee shall be entitled to annual vacations on the basis of years/hours of 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 Pay Period	Accrued Per Year
After 2080	.0577	4.616	120
After 20800	.0770	6.16	160

2. Vacation time shall be accumulated as indicated in (1) above.
3. Employees with six (6) months (1040 hours) of service shall be allowed vacation up to the number of days/hours actually accrued. Any employee whose employment terminated after six (6) months (1040 hours) of service shall be granted vacation pay on a prorated hourly basis.
4. Employees shall be given their preference in vacation time within the limits of the vacation schedule that shall be mutually agreed upon between the department head and the Union.

5. Unused Vacation Time

Effective July 2004, accumulated unused vacation time shall not exceed 300 hours per employee. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the Administrator, in the Administrator’s sole discretion, in cases where such is beneficial to County. Such approval will not be unreasonably withheld.

6. Illness While on Vacation

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.

B. Holidays

1. Designated

Regular employees shall be entitled to the following holidays with pay: 1) the first day of January; 2) the third Monday in January; 3) the third Monday in February; 4) the last Monday in May; 5) the fourth day of July; 6) the first Monday in September; 7) Veterans' Day; 8) Thanksgiving Day; 9) the Friday immediately following Thanksgiving Day; 10) December 25; and everyday appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday and approved by the Board of Supervisors.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

Employees working in 24 hour facilities shall observe the Holiday on the actual Holiday.

December 24 and 31 shall be observed as four hour holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday, and providing that those two days are not deemed holidays in accordance with the first two paragraphs above.

2. Floating Holidays

a. 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.

b. Each regular employee on the payroll as of July 1 shall be credited immediately with four (4) floating holidays (32 hours) for the fiscal year. Floating holidays for new employees will be pro-rated as follows: employees, newly appointed prior to October 31, shall be credited with 4 standard workdays as floating holidays for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with 2 standard workdays for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with 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.

c. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

d. Upon termination, unused floating holidays shall be paid at a straight time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed two (2) workdays if the termination occurs between July 1 and December 31, or four (4) workdays if the termination occurs between January 1 and June 30.

3. 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 1 and 2 above. This section is provided with the intent of assuring equitable treatment for all employees.

4. In-lieu Holidays

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.

C. Insurance and Retirement Contributions

Effective December 21, 2003, County will contribute \$261.60/\$3.27 per hour to the employee fringe benefit package.

Effective January 2005, the County will increase the biweekly benefit package of represented employees by an amount equal to 1.5% of salary for the bargaining unit (equal to approximately \$30.80 per employee per pay period).

Effective January 2006, the County will increase the biweekly fringe benefit package of represented employees by an amount equal to .5% of salary for the unit.

Effective January 2007, the County will increase the biweekly fringe package of represented employees by an amount equal to .5% of salary for the unit.

1. The County shall apply the contribution first toward the employee's health, dental, basic life, supplemental life insurance 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 of the employee's normal retirement contribution per full-time employee pursuant to Section 3458.1 of the California Government Code.

2. Vision Insurance Plan is a mandatory benefit for employees (optional for dependents) no later than January 1999.
3. Effective no later than the August 20, 2000 pay period, employees will be eligible for cash back of unused fringe benefit package up to 3% of biweekly salary in compliance with IRS Section 125.
4. 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 presented by the bargaining unit party to this contract.
5. 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.
6. Any employee covered by this Agreement may make written application to the Director of Human Resources for waiver of required participation in one or more insurance programs if said employee provides acceptable proof of equivalent coverage through other sources.
7. It is agreed that should the Congress, prior to June 30, 1995, pass legislation enacting health care reform which would impact benefits plans prior to January 1, 1996, the provisions of this contract effecting medical benefits plans shall be reopened for discussion and negotiation.
8. With the understanding that there would be no cost to the County, the County agreed to the following language: The County will offer medical, dental and vision insurance coverage for registered domestic partners. Employee will be responsible for all taxes incurred on such benefit. The actual language will be developed based upon IRS regulations.
9. Effective upon ratification, extra-hire Crisis Specialists will be paid a 7.5% in-lieu of benefits differential; this will increase to 15% effective first pay period in July, 1996.
10. Employees will be eligible to enroll in the County's Dependent Care Assistance Plan and the Medical Reimbursement Account (MRA).
11. Effective July 2004, the minimum retirement age for employees in miscellaneous Tiers II and III will be adjusted from 55 – 50 with the appropriate requirements.

D. Sick Leave

1. Sick leave with pay up to a total number of hours accumulated shall be granted by the department head in case of bona fide illness or bona fide injury of employee. Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by an employee at any time.
2. 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) up to the maximum in subsection 3 below.
3. Effective July 2004, there will be no cap on unused sick leave.
4. Absence not to exceed six (6) days (48 hours) per calendar year for the care of the employee's spouse, child under the age of 18, or person of a familial relationship shall be deemed sick leave.
5. Leave with pay up to five (5) consecutive working days (40 hours) shall be granted by the department head in case of the death of a mother, mother-in-law, father, father-in-law, spouse, sister, sister-in-law, brother, brother-in-law, grandparent, child (including adoptive or step child) or domestic partner of a regular employee. 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.
6. Sick leave with pay shall be granted for normal medical reasons or illness due to pregnancy. Sick leave with pay shall not be granted for any injury attributable to an outside occupation for which Worker's Compensation benefits are available and engagement therein has not been authorized.
7. During the first six (6) months of service an employee may one time only take sick leave in excess of the number of days/hours accumulated as aforesaid, not to exceed five (5) days (40 hours); however, if an employee takes excess sick leave, such excess sick leave shall be subtracted from future accumulations as above provided until accumulation equals excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in Section I above.
8. Effective July 2004, employees may use 75% of their unused accrued sick leave balance toward retirement service credit.

E. Industrial Accidents

1. 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:

- that time off work is warranted for the injury or for treatment; and
- that the duration of time off work is warranted.

If a claim is denied and the following conditions are met: 1) the County continues to determine the time and duration off work are warranted; 2) 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.

In all other cases, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Workers' Compensation benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.

2. In cases where an industrial accident victim exhausts all accrued sick leave, five (5) additional days (up to 40 hours) of sick leave will be credited to the employee upon employee's return to work.

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 month for each two (2) years of continuous service, not to exceed twelve (12) months.

4. 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 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. On or after January 1, 2005, upon completion of the employer created "Medical Provider Network", this provision will be altered to reflect the provisions of the new law.

However, if the employee has notified his or her employer in writing (Employee's Designation of Personal Physician) prior to the date of injury that he or she has a personal physician (as defined by the Business & Professional Code 2000) who retains the employee's medical records and medical history and has agreed in advance\* to be the predesignated physician, the employee shall have the right to be treated by that physician from the date of injury. The employer shall continue to have the duty to provide first aid treatment and appropriate emergency treatment reasonably required by the nature of the injury or illness (LC9780.2).

\*The predesignated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a Workers' Compensation injury or illness and that they will adhere to the rules and regulations governing treating physicians pursuant to LC9785. This Form will be attached to the predesignation form on file with the employer.

F. 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.

G. Occupational Health

County and Union agree that the maintenance of employee's 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. 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.

H. Non-Stated Benefits

The County and the Union agree that the benefits specifically stated in the basic contract or applicable contract addenda 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.

I. Leaves of Absence

1. All leaves of absence without pay, except maternity leave, in excess of thirty (30) calendar days, shall be subject to the approval of the department head. Such approval of the department head shall be based on the merits of the request and the needs of the County. In no case shall such leaves of absence without pay be approved in excess of ninety (90) calendar days.

Parental Leave: Regular employees may take up to thirty (30) calendar days parental leave without pay during the term of this Agreement for the care of a sick newborn infant. Leave time shall be granted to only one parent if both parents are employees of the County.

In the case of maternity leave, the department head, at his/her discretion, may extend the leave up to an additional sixty (60) calendar days beyond the four months mandated by the State. Such request shall not be denied unreasonably.

2. Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.

3. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued vacation and approved personal leave. In cases, of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation and approved personal leave, except that the employee may retain up to ten (10) days/eighty (80) hours accrued vacation time.

4. Regular employees shall be allowed special leave, with pay, during regular working hours, to take merit system promotional examinations scheduled by the County of Marin.

5. Parental Education Leave

Regular hire employees may take up to eight 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 comp time (if applicable).

J. Jury Duty

Regular employees summoned for jury duty while on duty shall be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. Any amount received as jury fees for such service shall be waived or returned to the County. Regular employees shall retain any expense reimbursement.

K. Mileage

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 mileage for employees who use their own automobiles for County business.

L. Other Benefits

All other benefits provided by County as of the effective date of this Agreement shall be continued in effect for the term of this Agreement subject only to such changes as may be approved by the Board of Supervisors after negotiation with the Union.

**SECTION XI – PART-TIME EMPLOYEES**

A. All regular employees working less than 40 hours per pay period will have 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 contract 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. All newly appointed regular hire employees working less than 40 hours per pay period will be ineligible for County medical, dental and life insurance coverage and/or any other benefit option.

**SECTION XII – EXTRA HIRE EMPLOYEES**

A. Extra hire hours for the purposes of computation for the step increases will be credited after July 1, 1974.

1. Conversion

An extra hire employee who continuously occupies a position within five-step salary range for twelve months (2080 hours) shall, if thereafter appointed on a regular hire basis, be compensated at the second step of the salary range.

An extra hire employee who continuously occupies a position with a three-step salary range for twelve months (2080 hours) shall, if thereafter appointed on a regular hire basis, be compensated at the fourth step (middle step) of the salary range.

2. Step Increases

Extra hire employees may be advanced one step in a five-step salary range the first day of the pay period following completion of 2080, 4160, 6240 and 8320 hours of total paid service, provided that the recommendations for increases are made in conformance with the provisions in Section VII on Step Increases, Subsections A through C.

The periodic increase date for an employee who has a change in status from extra hire to regular hire or regular hire to extra hire shall be based on the total paid service. The periodic increase date will be the first day of the pay period following twelve full months (2080 hours) of paid service and the first day of the pay period following each year (2080 hours) of paid service thereafter provided that the recommendations for increases are made in conformance with the provisions in Section VII on Step Increases, Subsections A through C.

Extra hire employees may be advanced one step in a three-step salary range the first day of the pay period following completion of 2080, and 4160 hours of total paid service provided that the recommendations for increases are made in conformance with the provisions in Section VII on Step Increases, Subsections A through C.

B. Extra Hire Employee Benefits

An employee who has worked on an extra hire basis for at least 22 of the 25 regularly scheduled working days immediately preceding appointment on a regular hire basis at that time shall be credited with vacation and sick leave accruals for extra hire on the basis of actual hours worked. Extra hire employees will be notified of this at time of hire.

1. Sick Leave and Vacation

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.

2. Overtime

Extra hire employees in classifications designated by an asterisk (\*) in Section I.A. shall be paid for overtime worked not later than the second paycheck following performance of work at one and one-half (1-½) times the hourly rate of pay, subject to the following conditions and authorizations:

- a. Overtime is time worked beyond eight (8) hours per day, or forty hours per week, or the employee's standard workday or week, whichever is longer, or on holidays other than Saturday or Sunday.
- b. Overtime shall be compensated to the nearest quarter hour.
- c. Prior authorization must be secured by the department head and communicated by the department head to the employee.
- d. 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.
- e. Crisis Specialists I, II, III shall be paid one and one-half (1-½) time the base rate of pay for holiday hours worked.

C. Use of Volunteers

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 XIII – GRIEVANCE PROCEDURE**

I. Definition, Scope and Right to File

a. A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of:

- 1. Collective Bargaining Agreement

2. County ordinances
  3. Resolutions
  4. Rules
  5. Regulations
  6. Existing practices affecting the status of working conditions of County employees.
  7. Laws and rules against discrimination.
- b. Appeals of Appointment, Disciplinary Action, Examination Appeals and Performance Evaluations are not grievable hereunder.
- c. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by a recognized employee organization.
- d. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.
- e. 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 Commission or arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.
- f. Except in grievances involving alleged discrimination, a copy of the grievance/appeal will be provided to the department head at each step of the grievance procedures.
- g. Mediation is an optional step. Mediation shall be agreed to by both parties prior to it being used.
- h. Any resolution of the grievance will not result in the modification or elimination of an existing written policy, procedure, or MOU provision.
- i. Grievant's or employee representative's signature is required at each step of the grievance procedure.
- j. Amendments of grievances without the approval of both parties is prohibited.

## II. Informal Grievance

- a. Within ten working 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. If a grievance is due to alleged discrimination, the grievant may bypass the immediate supervisor and department head and present the grievance informally to the Affirmative Action Officer within ten days of the event giving rise to the grievance. The Affirmative Action Officer will make a decision in writing to the grievant with a copy to the Department of Human Resources within ten working days of hearing the informal grievance. In grievances where there are mixed issues (i.e. one or more involving discrimination and one or more involving other than discrimination), the Affirmative Action Officer will determine which issue predominates. If discrimination predominates, the grievance will follow the procedures for a grievance involving discrimination; if the other issue(s) predominates, the grievant will be so informed by the Affirmative Action Officer within ten working days of hearing the informal grievance and the grievant will have the option of withdrawing the grievance or presenting the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within ten working days of the decision by the Affirmative Action Officer.

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

### III. Formal Grievance

A. If the grievant believes that the grievance has not been redressed within five working days, he/she may initiate a formal grievance within five working 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:

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);
4. Mailing address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations, or contract language);
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date upon which the informal discussion with the supervisor or Affirmative Action Officer took place;

8. A proposed solution to the grievance;
9. The date of execution of the grievance form;
10. The signature of the grievant;
11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

B. Step 1

Within fifteen working days 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. If a formal grievance is due to alleged discrimination, the grievant may bypass Step 1 of the formal grievance procedure and proceed to Step 2.

C. Step 2

1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant or if Step 1 is being bypassed as permitted in above, he/she may, within not more than five working days from his/her receipt of the Department Head's or Affirmative Action Officer's decision, request consideration of the grievance by the County Administrator, by so notifying the Department of Human Resources in writing.
2. Within fifteen working 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, and render a decision in writing. In the case of a complaint alleging discrimination for any of the grounds contained in Rule VII of the Marin County Personnel Rules, The Affirmative Action Officer shall be present in any hearing process as a formal participant at this step. The officer may question witnesses and render an opinion to the hearing officer.
3. If the written decision of the 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.
4. If the decision of the Administrator does not resolve the grievance to the satisfaction of the grievant, he/she shall advise the

grievant, in writing of the decision and the alternatives under Step 3, should the grievant choose to proceed further.

D. Step 3

1. A final appeal to Step 3 may be filed, in writing, with the Department of Human Resources not more than five working days from his/her receipt of the Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

2. 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.

3. Alternative B

Provided:

(a) The County Administrator and the grievant agree on the issues to be arbitrated, or

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

#### **SECTION XIV – GENERAL CONDITIONS**

A. The Department of Human Resources shall act as a central repository for all grievance records.

B. Any time limit may be extended only by mutual agreement in writing.

C. 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.

D. All expenses of arbitration shall be shared equally by the county and the grievant.

E. 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 XV – 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, Section 2.56.120 of the Marin County Code 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. 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. Extra hire employees shall be laid off before probationary employees and probationary employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time

permanent employee with more seniority can displace a full-time permanent employee.

2. If two 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. Time spent on a leave of absence without pay does not count toward seniority. Employees in lower level classes underfilling the affected classification will be laid off first.

b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.

c. If all of the above factors are equal, the date permanent status in county service is achieved shall be determinative.

d. If all of the above factors are equal, date of certification of appointment shall be determinative.

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 depart therefrom on the basis of a clearly demonstrable superiority in performance and/or qualifications. In such case, the appointing authority shall notify the employee to be laid off, in writing, specifying the basis for such determination in detail. The employee, may within five (5) working days thereafter, appeal the determination to the Personnel Commission who shall hold a hearing within fifteen (15) days after receipt of the appeal and who shall thereafter make a decision within five (5) days and that decision shall be final.

D. Bumping

An employee designated to be laid off may bump into a class at the same salary level within the same department or into the next lower classification within the same department, in which such employee has previously held status with the

County. An employee who is bumped, shall be laid off in the same manner as an employee whose position is abolished.

An employee may refuse an offer of transfer or bumping for reasons of hardship, without affecting rights, within five (5) days of notification.

E. Transfer

All effort will be made by the 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 employee may qualify. 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.

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 the 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 have 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 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 weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall 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 in 1.

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 of the remaining eligible persons in order of seniority in the classification from Countywide reemployment list for selection by the appointing authority. The

Countywide reemployment list shall consist of the name 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 there be no person 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 of 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 Section 2.52.020 of the Salary Ordinance.

8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

G. Notice to Employees and Recognized Employee Organizations

Regular employees designated for layoff or demotion shall be notified in writing at least four (4) calendar weeks prior to the anticipated date of termination or demotion.

**SECTION XVI – STRIKES AND LOCKOUTS**

A. During the term of this Agreements, County agrees that it will not lockout 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. 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.

C. Any strike, slowdown, sick out, work to rule or other work stoppage growing out of any dispute relating to the terms of this Agreement shall cause the County to immediately suspend dues deductions and agency fee/fair share deductions. The biweekly amount that would usually have been deducted from

employees' pay during the biweekly pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

### **SECTION XVII – SERVICE IMPROVEMENTS**

Union shall have the right, and is encouraged to utilize the right, of formulating and presenting proposals for improved work methods and changes in standards of public service. Such recommended change shall first be discussed with the department head and County Administrator, but may be presented to the Board of Supervisors subsequent to such discussion without the endorsement of the department head or the County Administrator.

### **SECTION XVIII – RIGHTS OF EMPLOYEES**

No employee of the unit, after completion of probationary status, shall be discharged for incompetence or inefficiency unless said employee has, at least forty five (45) days prior to termination, been notified in writing of the deficiencies in the employee's performance and provided a reasonable opportunity to correct them within said 45 day period. An employee is entitled to only one 45 day notice during any 12 consecutive month period for said deficiencies. An employee who has received such a 45 day notice and who has satisfactorily corrected said deficiencies before the expiration of said 45 day period shall, during the 12 months from date of the initial 45 day notice, be subject to discharge on 10 day's notice in the event of further similar deficiencies. If no similar deficiencies recur for 12 months or more from date of the initial 45 day notice, then the 45 day notice requirement shall be reinstated.

### **SECTION XIX – RETIREMENT**

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, 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.

Effective January 1, 1999, employee contributions to retirement will be paid for from pre-tax dollars.

Effective March 21, 1999, employee will contribute up to 50% of the retirement COLA, not to exceed 1.58%

## **SECTION XX – SAVING CLAUSE**

If any article or section 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 article or section should 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 XXI – 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 is provided herein.

## **SECTION XXII – STATE DISABILITY INSURANCE**

As agreed, the employee will pay the full premium cost for State Disability Insurance and no County contribution will be made toward participation in the Plan. The County and Union further agree that the following actions shall be taken for the coordination of benefits:

The County sponsored Long Term Disability (LTD) insurance plan shall be modified to provide coordination of benefits with SDI benefits;

The County sick leave program shall be modified for coordination of benefits with SDI benefits;

The County Workers' Compensation benefits shall be modified for coordination with SDI benefits;

The Contract sick leave borrowing provision allowing borrowing of up to five (5) work days shall be limited to the first six months of employment as new County employee.

## **SECTION XXIII – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

The County shall defend and indemnify an employee against any claim or action against the employee on account of any action 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 obligation as they may be defined by statutory or case authority.

#### **SECTION XXIV – REEMPLOYMENT**

A regular employee who has passed his/her probationary period and terminates County service under positive circumstances shall be eligible for reemployment without loss of certain benefits if reemployed within 60 calendar days of termination. For the purposes 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 XXV – JOB SHARING**

Wherever possible, the County agrees to accommodate requests for job sharing of budgeted positions.

#### **SECTION XXVI – UNION SECURITY**

##### **A. Modified Maintenance of Membership**

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 C.

##### **B. Security Clause**

An employee in any of the classes represented by SEIU, Local 535, hired between August 1, 1979 and June 30, 1984 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 Human Resources Department by mail of such revocation during a period not less than sixty (60) 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 XXVII – 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 XXVIII - POLICIES AND PROCEDURES**

The County agrees to meet and confer with the Union and Director of Health and Human Services to modify the language pertaining to Professional Hours.

The County agrees to meet and confer with the Union on the subject of career ladders.

The County agrees to refer to the Insurance Committee for conference bargaining and discussion the Union's request for designated dependents; provisions for an outpatient mental health plan through Blue Cross.

The Union and the County shall meet and confer over the effect of implementation of S.A.W.S. (Statewide Automated Welfare System). Included shall be discussion of a new title for Eligibility Workers.

#### **Continuing Education**

County will provide release time for training required for renewal of licenses where a professional license is a requirement of the job class.

#### **Labor-Management Committee**

A. The Union and the County shall create a joint Labor-Management Committee composed of six (6) members. The County shall appoint three (3) members, one of whom shall be from Human Resources or a designee. The Union shall appoint three (3) members one of whom shall be the SEIU Local 535 Representation.

Employee Representatives will be permitted release time in accordance with Section III A of the collective bargaining agreement.

B. The Committee shall be jointly chaired by the Union and the County designees and shall meet on a quarterly basis. The Committee shall discuss issues of mutual interest to the parties.

### **SECTION XXIX – STUDIES**

A. The County agrees to refer to the Health and Human Services Director for review only, eligibility caseload standards, provided there is no increase in staffing or County cost.

B. The County agrees to refer to the Department of Health and Human Services for review, the Support Service Worker caseload with the same provision for eligibility caseloads.

C. The County will establish a joint labor/management safety committee consisting of members of the bargaining unit and management representatives.

D. The Union Field Representative along with two members of the bargaining unit will meet with up to three members of County staff to reorganize/clean-up the MOU. No change will be made without agreement from all members of the committee.

E. H & H S transfer policy shall include the understanding that Social Service Worker II and Child Welfare Worker II incumbents are eligible to apply for and be interviewed for transfers in either class. During the term of this Agreement, the class specifications for the job classes will be reviewed by the County with input from the Union.

F. Classification Studies

County will conduct classification studies for Child Welfare Worker and Social Service Worker lead positions and for Welfare Fraud Investigator classes.

**SECTION XXX - TERM**

This Agreement shall be in effect from July 1, 2004 and through June 30, 2007. It shall continue in effect thereafter from year to year unless either party gives 120 days notice prior to June 30, 2007 to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement after June 30, 2007 may be voided by operation of Section II.A.5. of Resolution No. 9556-A (and as amended by Resolution 2001-86) of the Marin County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this \_\_\_\_ day of \_\_\_\_\_ 2004.

HEALTH AND HUMAN SERVICES  
WORKERS UNION LOCAL 535  
SEIU AFL-CIO

COUNTY OF MARIN  
NEGOTIATION COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

RATIFIED:

APPROVED:

HEALTH AND HUMAN SERVICES  
WORKERS UNION LOCAL 535,  
SEIU, AFL-CIO

COUNTY OF MARIN  
BOARD OF SUPERVISORS

By \_\_\_\_\_

By \_\_\_\_\_  
President of the Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
Clerk

**JOINT LABOR MANAGEMENT  
Clarification Memo  
Regarding  
SECTION IX A, B OF THE MOU**

The parties agree to clarify issues related to professional hours as specified within sections IX A, B by the Joint Memo. In implementing this clarification it is the intent of the parties to endeavor to work together to have professional hours work well for both employees and the County. This Joint Memo is intended to clarify issues related to adequate coverage and accountability and to minimize unfair or arbitrary application of this language.

1. The parties agree that the needs of the public and the ability to provide adequate services are essential. To that end, units and programs have established and will continue to establish systems of employee backup.

2. For positions subject to professional hours, departmental new employee orientation shall include a discussion of professional hours and the rights, expectations, and obligations associated with such schedules.

3. Notwithstanding professional hours, the County has the right to be completely informed of the work schedules of employees and to have the ability to effectively communicate with employees throughout the workday. Therefore, employees shall provide requested information regarding work schedules to their supervisors in accordance with item 4 below. Supervisors and employees shall work together to establish systems of communication throughout the workday.

4. Employees shall provide weekly schedules in accordance with these guidelines and established departmental procedures. Such schedules shall be detailed enough to allow the supervisor to evaluate County responsiveness, effectiveness and potential County liability issues. In the event that a submitted schedule does not adequately meet the aforementioned needs, the County may require the employee to be present for given times in given locations for the convenience of the public, for training, or for other departmental purposes related to public service. Where the County requires such a schedule modification, that modification and the reasons will be provided to the employee. Where possible, the supervisor will provide advance notice regarding scheduling modifications. The parties recognize that deviation from established schedules may be necessary to effectively respond to the needs of the public and the concept of professional hours presumes that such discretion is appropriate.

5. The parties recognize that the flexibility to work at home can be mutually beneficial to both the County and County employees. However, County needs take priority during the workday and professional hours do not mean a regular schedule of working at home. The parties agree that the County has the right to request that an employee not work at home where specific County needs would be better served by the employee's presence in the workplace or at some other appropriate location. The supervisor will provide the specific needs to the employee where requested by the employee.