

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

MARIN ASSOCIATION OF PUBLIC EMPLOYEES
NURSES UNIT

September 19, 2021 – June 30, 2024

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COLLECTIVE BARGAINING AGREEMENT
MARIN ASSOCIATION OF PUBLIC EMPLOYEES NURSES UNIT
&
COUNTY OF MARIN

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

Section 1: Recognition

- A. County hereby recognizes Union as the bargaining representative for the purposes of establishing salaries, hours, fringe benefits, and working conditions for all employees in the bargaining unit as established on September 19, 1968, and as modified by the County Personnel Commission on April 28, 1977, and thereafter as needed, consisting of the job classifications in Attachment A.
- B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin County, consonant with its obligations to the employees it represents.
- C. Whenever a person is hired in any of the job classifications set forth herein, County shall notify such person that the Union is the recognized bargaining representative. It is further agreed that County shall notify the Union within thirty (30) days of the event of the employment or termination of any person within the bargaining unit.

Section 2: Existing Laws, Regulations and Policies

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

Section 3: 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 the Union Chapter President and five (5) 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 twenty (20) hours and no individual employee shall spend more than four (4) hours of County time on Union business, exclusive of the Professional Performance, Safety, and MOU Cleanup Committees.

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

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

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

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

B. Posting Notices.

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

C. Shop Steward.

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

D. Bargaining Committee Structure.

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

E. New Employee Orientation

The County shall provide the Union written notice of County-wide new employee orientations, whether in person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Union shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. The Union shall provide the County at least five (5) business days prior to the orientation any materials it would like the County to distribute to new employees at the orientation. If the Union staff are unavailable, the County shall grant release time for one (1) union steward to attend the orientation pursuant to Section A.

The County shall make best efforts to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses, and home addresses of all employees in the bargaining unit every 90 days, but no less than once every 120 days.

Section 4: Dues Deduction

A. Unit Representation.

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

B. Dues Deduction.

The parties agree that upon written consent of the employee involved or upon certification of the Union that it has and will maintain employee's written authorization, the County will deduct dues as established (and as may be changed from time to time) by the Union from the salaries of its members. The sums so withheld shall be remitted by the County, without delay, along with a list of employees who have had said dues deducted. Such dues deductions shall continue so long as the Union remains the exclusive representative of these bargaining units or unless discontinued or modified in accordance with the process outlined below.

C. Revocation

The County will direct to the union any employee who desires to revoke his/her authorization for Union membership.

Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the membership card or authorization form, or, for employees whose membership card or authorization form does not provide terms of revocation, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form.

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.

D. Indemnification

The Union shall indemnify, hold harmless, and defend the County against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the County's compliance with this section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the County shall promptly give written notice of any claim to the Union, (ii) the County shall provide assistance reasonably requested for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the County shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the County in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the County, or agreeing to any injunctive relief or consent decree being entered against the County, without the consent of the County. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the County.

Section 5: County Rights

- A. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.
- B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with this Agreement.
- C. This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code or the Personnel Management Regulations (PMRs) relating to the merit system or personnel administration. The Personnel Commission shall continue to exercise the authority vested in it by County Code and PMRs.

If a provision of the PMRs is in conflict with a provision of this Collective Bargaining Agreement, to the extent of such conflict, the provision of the Collective Bargaining Agreement shall be controlling.

Notwithstanding the above, during the term of this Collective Bargaining Agreement via the process outlined in the PMR Revision Side Letter, MAPE and the County may agree to modify a provision of the PMR in conflict with this Collective Bargaining Agreement and conform relevant sections of this Agreement to the agreed-upon modification to the PMR.

- D. Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of representation.

Section 6: Strikes and Lockouts

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

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

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

Section 7: Labor Management Committees

- A. Labor Management/Professional Performance Committee
The Labor Management/Professional Performance Committee (LM/PPC) shall review and evaluate working conditions in the bargaining unit, and make recommendations to improve patient care, the safety of the community, and nursing practice. The County will give the Committee's recommendations due consideration and shall reply to written recommendations as soon as possible but no later than sixty (60) days from the date of receipt.

The LM/PPC's purpose and objectives are:

- a) To consider constructively the professional practice of Nurses;
 - b) To work constructively for the improvement of patient care, the safety of the community, and nursing practice;
 - c) To recommend to the County ways to improve patient care;
 - d) To make recommendations to the County of where the PPC believes a critical nurse staffing shortage exists;
 - e) To consider constructively the improvement of safety and health conditions which may be hazardous;
 - f) To discuss nurse staffing or nursing practice complaints with a review of such complaints and their validity. If there are more than five complaints per month in a given unit, the unit manager will attend the next scheduled LM/PPC meeting to discuss the issues on that unit.
- B. There shall be an equal number of Union members of the Committee and Management members of the Committee, with no more than five (5) representatives each. Union members of the Committee shall be permitted to take not more than four (4) hours per representative per week from County duties without loss of compensation for purposes of attending to the business of the Union and the LM/PPC . The representatives shall not interrupt departmental business in the discharge of such responsibilities.
 - C. The Committee shall meet at least once every three (3) months. There shall be a written agenda for all meetings. Any safety and health matters shall be on the agenda.

- D. Labor Management Committee for Career Development, Recruitment, and Retention
The parties will create a joint labor/management committee, inclusive of MAPE General Unit, HHS Unit and Nurses, with an equal number of union and management members appointed that will meet on a quarterly basis to discuss career development.

Section 8: Leaves of Absence

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

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

- H. The County will approve up to three (3) working days paid administrative leave in any twelve

(12) month period when the employee's primary residence located in California is rendered uninhabitable due to fire, flood, or earthquake. Requests must be approved by the CAO. Documentation must be provided within a reasonable period of time. If adequate documentation is not provided, leave will be charged against any of the employee's other paid time accruals.

Section 9: Professional/Educational Leave

Each employee within the unit shall be entitled to a maximum of five (5) days' (40 hours') leave each fiscal year without loss of compensation for the purpose of attending professional and/or educational activities related to nursing, including home-study courses.

Although requests for professional/educational leave will be granted provided an employee has submitted a written request, the ability to take professional/educational leave is subject to management's reasonable judgment as to the maintenance of minimum work forces at all times, peak workload coverage, and public convenience. Requests for professional/educational leave will not be denied solely based on subject matter.

Professional/educational leave should be scheduled as far in advance as reasonably possible.

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

Section 10: Hours of Work

A. Standard Workweek/Standard FLSA Workweek

a. Standard Workweek

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.

b. Standard FLSA Workweek

For the purpose of overtime calculation, when applicable, the FLSA workweek shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on the following Saturday, except that a different FLSA workweek may be established for employees on fixed alternative work schedules.

c. Flex time/Alternative Work Schedules

Employees may request, and department heads may approve, flex time and alternative work schedules. Such requests shall not be arbitrarily nor unreasonably denied. Flex time and alternative work schedules will be defined as:

1. Flex time

Flexibility around a set work schedule and/or flexibility on a daily basis.

2. Alternative Work Schedule

An alternative work schedule is a fixed schedule other than a regular 7.5- or 8-hour day with five (5) days of work and two (2) days off. The FLSA workweek for employees with an alternative work schedule of 9/80 or 9/75 schedule begins at what is the midpoint of employee's short day and ends at the same time of the

same day of the following week. The “short day” is the same day of week as the employee’s regular day off (RDO).

B. Rest Periods.

The work schedule of all employees shall provide for a fifteen (15) minute rest period during each four (4) hour period.

C. Lunch Breaks.

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

D. Minimal Impact.

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

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

Section 11: Grievances

A. Definition, Scope and Right to File.

1. A grievance is a claimed violation, misinterpretation, inequitable application, or noncompliance with provisions of
 - a. Collective bargaining agreement.
 - b. County ordinances.
 - c. Resolutions.
 - d. Rules.
 - e. Regulations.
 - f. Existing practices affecting the status or working conditions of County employees.
2. Appeals of appointment, disciplinary action, examination appeals, release from probation, complaints of discrimination, as described in Section XXXIV and the content of performance evaluations are not grievable hereunder.
3. A grievance may be filed by an employee on his/her own behalf or jointly by any group of employees or by a recognized employee organization. The grievant's signature is required at each step. In the event the grievant is unavailable or unable to sign the grievance, the grievant may authorize the shop steward to sign on his/her behalf.

4. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.
5. If it is asserted that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until step 3 is reached. At step 3, the Personnel Commission shall evaluate the assertion and make a ruling prior to hearing the grievance on the merits if necessary. If the Personnel Commission rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further; however, disputes concerning the applicability of the grievance procedure that persist beyond step 3 may be submitted for determination by a court unless the Union and the County agree otherwise.
6. Amendments to a grievance will be prohibited without the approval of both parties.
7. A copy of the grievance/appeal will be provided to the department head at each step of the grievance procedure.
8. Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any time prior to submission of the final appeal under step 3 of the grievance.
9. Any resolution of the grievance will not result in the modification or elimination of any existing written policy, procedure, or collective bargaining agreement provision.

B. Informal Grievance.

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

C. Formal Grievance.

1. If the grievant believes that the grievance has not been redressed within fourteen (14) calendar days, he/she may initiate a formal grievance within seven (7) calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Department of Human Resources a form provided by the Director of Human Resources for this purpose. The form shall contain
 - a. Name(s) of grievant.
 - b. Class title(s).
 - c. Department(s).
 - d. Mailing address(es).

- e. A clear statement of the nature of the grievance (citing applicable ordinances, rules, regulations, or collective bargaining agreement language).
 - f. The date upon which the event giving rise to the alleged grievance occurred.
 - g. The date upon which the informal discussion with the supervisor took place.
 - h. A proposed solution to the grievance.
 - i. The date of execution of the grievance form.
 - j. The signature of the grievant.
 - k. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.
2. Step 1.
- Within three (3) calendar weeks after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.
3. Step 2.
- a. If the grievance is not resolved in step 1 to the satisfaction of the grievant, he/she may, within not more than seven (7) calendar days from his/her receipt of the department head's decision, request consideration of the grievance by the County Administrator by so notifying the Department of Human Resources in writing.
 - b. Within fourteen (14) calendar days after such notification, the County Administrator shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary. A written decision shall be rendered within twenty-one (21) calendar days of the conclusion of the hearing or finding of fact.
 - c. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
 - d. If the written decision of the County Administrator does not resolve the grievance to the satisfaction of the grievant, he/she shall advise the grievant, in writing, of his decision and the alternatives under step 3 should the grievant choose to proceed further.
4. Step 3.
- a. A final appeal to step 3 may be filed, in writing, with the Department of Human Resources not more than seven (7) calendar days from his/her receipt of the

County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

Only the Union may advance grievances under Section 11(A)(1)(a) collective bargaining agreement and Section 11(A)(1)(f) existing practices affecting the status of working conditions of County employees, to step 3. An individual grievant may advance any other grievance to step 3.

b. Alternative A.

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

c. Alternative B.

This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. Provided that (i) the County Administrator and the grievant agree on the issues to be arbitrated or (ii) the grievance pertains to the specific terms of any existing collective bargaining agreement, the grievance shall be determined by an arbitrator selected by mutual agreement between the County and the grievant. The decision of the arbitrator shall be final and binding on all parties. However, the amount of the award is subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure in excess of \$50,000.

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

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

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

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

E. General Conditions.

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

Section 12: Regular Hire Part Time Employees

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

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

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

Section 13: Vacations

- A. Accrual Amount.

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

Months of Service	Hourly Accrual	Maximum Hours Accrued per Pay Period	Maximum Hours Accrued per Year
0 through 108 months	.0577	4.616	120
Greater than 108 months through 288 months	.0770	6.160	160
Greater than 288 months	.0962	7.700	200

B. Vacation after Six (6) Months.

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

C. Preference.

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

D. Unused Vacation Time.

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

E. Holiday and Sickness During Vacation.

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

F. Vacation Payment at Termination.

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

Section 14: Sick Leave

A. General.

1. Each regular, full-time employee's sick leave under the biweekly payroll system shall be accrued at the hourly rate of .0462 (3.696 hours per 80 hour pay period worked) with no maximum accumulation. Employees shall be entitled to sick-leave credit on

the basis of regular hours worked in continuous service in accordance with the schedule on a pro-rated basis.

2. Leave with pay up to six (6) standard workdays (48 hours) may be granted during a calendar year by the department head for an employee who must care for a spouse, son, daughter, domestic partner, or person of familial relationship residing in the same household. Such leave shall be charged against accumulated sick leave.
3. Bereavement Leave.

Leave with pay up to five (5) consecutive standard workdays (40 hours) shall be granted during a calendar year by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or registered domestic partner, sister, brother, son, daughter or son or daughter of a registered domestic partner of a Regular Hire employee, grandparent, grandchild, child, including adoptive or step child of a Regular Hire employee. Upon request of the employee and approval by the department head, bereavement leave may be used on a non-consecutive basis. Bereavement leave in case of death of other persons may be granted only upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

4. During the first six (6) months of service, an employee may, one time only, borrow sick leave in excess of the amount of time accumulated under the provisions of Section 2.52.130 of the Marin County Code not to exceed forty (40) hours. However, if the employee takes excess sick leave, such excess sick leave shall be subtracted from future accumulations under Section 2.52.130 until accumulation equals excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in Section 2.52.130 of the Marin County Code.
5. Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.
6. Regular Hire eligible employees who have exhausted sick leave may apply for leave donations according to the County's Catastrophic Leave Donation Plan.

B. Industrial Accidents.

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

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

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

A pre-designation form is available on the MINE.

2. First-Week Coverage.

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

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

3. Continuation of Benefits.

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

C. Occupational Health.

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

D. Physical Examination.

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

E. COVID Related Leaves

a. COVID Sick Leave Extension

- Employees Hired Prior to January 1, 2021
Employees covered by the Families First Coronavirus Response Act ("FFCRA") in 2020, and employees excluded from the FFCRA in 2020, will continue to have access to their respective and existing COVID-related sick leave balances (if any) to be used in accordance with the terms of the April 2020 COVID agreement between the PARTIES. This paragraph does not require the COUNTY to provide additional leave accruals to these employees, but rather extends the period of time that these existing COVID-related sick leave accruals may be used. All leaves described in this paragraph are subject to Paragraph c., below. In no event shall leave accruals described in this paragraph extend beyond December 31, 2021.

- Employees Hired On or After January 1, 2021
Any employee hired on or after January 1, 2021, shall accrue, upon hire, eighty (80) hours of COVID-related sick leave. All leaves described in this paragraph, are subject to Paragraph c., below. In addition, this leave is not subject to cash-out and cannot be used for additional retirement service credit (years of service) at retirement. In no event shall leave accruals described in this paragraph extend beyond December 31, 2021.

b. Childcare

Employees may request, to and including December 31, 2021, to use the leaves described in Paragraph a., above, for childcare purposes or may use regular county sick leave, both subject to operational considerations.

c. Effect of Future Law, Regulation, or Order

Should any applicable federal, state, and/or local law, or any action carrying the weight of law ("LAW"), be enacted to provide and/or extend COVID related leaves, Paragraph a., above, shall become null and void upon the effective date of the LAW, and the COUNTY shall implement legally required benefits. The PARTIES recognize that the scope of such requirements may be impacted by benefits already provided. If any LAW be enacted to provide or extend any other COVID-related benefit (e.g., EFMLA, etc.), the COUNTY shall implement the legally required benefits in strict accordance with the LAW and without any limitation or benefit imposed by any previous agreement. If, however, the requirements of the LAW require a lower COVID-related leave balance than an employee's accrual is on the effective date of the LAW, the employee will retain the higher leave balance accrued pursuant to this agreement. For example, if the LAW requires an employee to be provided forty (40) hours of leave, and the employee has sixty (60) hours of leave remaining as a result of this agreement, the employee will retain the sixty (60) hours of leave (existing leave balance will not be decreased by operation of the LAW). In no event will the County require an employee to pay back any time used pursuant to this agreement by operation of the LAW.

Section 15: Holidays

A. Regular Holidays.

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

3. December 24 and December 31 shall be observed as half-day (4 hours) holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday, and providing that those days are not deemed holidays in accordance with sections XV(A)1 and XV(A)2 above.
4. To be eligible for holiday pay, employees must be in paid status on both the work day before and the work day after the holiday or work the holiday.

B. Contingent Hire (Extra Hire) - Compensation for Work on a Holiday

Contingent Hire (Extra Hire) employees who work on a holiday, as provided in the section 15.A.1 holiday list of Independence Day through Memorial Day only, shall be paid time and a half (1-1/2) in overtime pay for hours worked on the holiday. There shall be no other holiday compensation for Contingent Hire (Extra Hire) employees who work a holiday.

This provision does not apply to Contingent Hire (Extra Hire) employees who are specifically hired or recalled to work the annual County fair.

C. Floating Holidays.

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

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

Section 16: Shift Differentials

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

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

Section 17: Insurance and Retirement Contributions

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee’s Regular Hire FTE. Hours worked as a Contingent Hire (i.e., Extra Hire) employee, and/or hours worked in excess of a part-time Regular Hire FTE, and/or overtime hours do not count toward the accrual of benefits.

A. Biweekly Fringe Benefits.

Regular Hire employees enrolled in a County medical plan and in fringe Group SE13 receive bi-weekly fringe benefit payments beginning in December 2021 for calendar year 2022 as follows:

	Biweekly Payment Annual Salaries At/Above \$75,000	Biweekly Payment Annual Salaries Below \$75,000
Employee Only	\$514.60	\$514.60
Employee + Dependent	\$645.39	\$657.68
Employee + Family	\$865.47	\$890.03

Effective December 2022 in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package in an amount equivalent to zero percent (0%) - five percent (5%), based on the Kaiser Silver premium increase to benefited employees at the employee plus one (1) and employee plus two (2) benefit levels. The Annual salary threshold to determine the County’s fringe benefit contributions shall be adjusted from \$75,000 to \$77,000.

Effective December 2023 in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package in an amount equivalent to zero percent (0%) - five percent (5%), based on the Kaiser Silver premium increase to benefited employees at the employee plus one (1) and employee plus two (2) benefit levels. The Annual salary threshold to determine the County’s fringe benefit contributions shall be adjusted from \$77,000 to \$79,000.

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

Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level in Plan Years 2023 and 2024: If the biweekly premium at the Kaiser Silver employee-only level in plan years 2023 and 2024 exceeds the County's plan year 2022 biweekly fringe contribution at the employee-only level (i.e., \$514.50 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver, for all represented employees who enroll in employee-only medical plans.

B. Cash Back.

An employee, who enrolls in County medical coverage, is eligible to receive up to \$100.00 cash back of any remaining unused amount of the employee's bi-weekly fringe benefit package provided that they were hired before July 1, 2019 and they received cash back as of July 1, 2019.

C. Waiver of Participation.

During open enrollment or within 30 days of a qualifying event, as defined by the County of Marin 125 plan, any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides evidence of equivalent coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and may receive up to one hundred dollars (\$100) cash back of any remaining portion of their biweekly fringe package.

D. Coverage and Cost Containment.

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

E. Domestic Partners.

The County will offer medical insurance coverage for registered domestic partners and children of registered domestic partners. Employees will be responsible for all taxes incurred on such benefits in accordance with Internal Revenue Service (IRS) and Franchise Tax Board regulations regarding imputed income.

F. Vision Services Plan (VSP).

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

G. Dependent Care Assistance Program (DCAP).

The Dependent Care Assistance Plan is offered to employees.

H. Pre-Tax Dollars.

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

I. Long-Term Care Insurance.

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

J. Flexible Spending Account (FSA).

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

K. Part-Time Regular Hire Nurses In-Lieu-of Benefits

For part-time regular hire employees only, the County will pay this 15% differential on hours worked in addition to the part-time, regular hire appointment percentage in a two (2) week pay period. In no event, however, shall this 15% differential be applied to any hours in excess of forty (40) hours worked (in any appointment) in an FLSA work period.

Section 18: Non-Stated Benefits

The County and the Union agree that the benefits specifically stated in the basic contract or applicable contract addendum, if any, fully and completely provide the benefit program specifically negotiated and agreed to by the parties. Other or related benefits not specifically provided in this contract language may not be inferred by either party.

Section 19: Reimbursements

A. Cell Phones: This section applies only to employees who are required by the Department Head to use a cell phone in the performance of County duties.

Reimbursement for use of Personal Cell Phone

1. Employees who have been authorized by their Department to use their personal cell phone for County business shall be reimbursed twenty-five dollars (\$25.00) per month. The Department may at its sole discretion authorize employees to use their personal cell phone for County business and may withdraw the authorization. The reimbursement of employees for the use of their cell phone pursuant to this subsection does not provide the County access to the employee's personal cell phone records. The County retains any legal right it has to access County business records maintained on employees' personal cell phones. Employees are responsible for all costs related to securing and maintaining their personal cell phones and are wholly responsible for any damage to or loss of their personal cell phones.
2. Employees who do not wish to obtain a cell phone or to use their personal phone for work-related business will have the option of using a County phone. The number of monthly minutes will be limited and employees will use these phones for County business only.

3. Employees are not expected to give their private cell phone numbers to clients or other service providers. Supervisors will maintain a roster of employee cell phone numbers. Management will not give out employee cell phone numbers.

B. Licenses and Certifications: The County will reimburse for the cost of required license and certificate renewal to each Regular Hire employee of this bargaining unit according to the chart below:

Description
CPR
Licensed Vocational Nurse (LVN) Renewal every 2 years
Registered Nurse (RN) Renewal every 2 years
Nurse Practitioner (NP) Renewal every 2 years
Nurse Practitioner (NP) Furnishing Number Renewal every 2 years
Public Health Nurse (PHN) Renewal every 2 years
Psychiatric/Mental Health Nurse Renewal every 2 years
Nurse Practitioners - DEA number every 3 years

Section 20: Performance Evaluation

- A. All newly hired nurses shall serve a probationary period of one (1) year (2,080 hours). All probationary employees (either new hire or promotional) shall be evaluated not later than the end of their fourth (4th) month of probationary service and again not later than the end of the tenth (10th) month of such service. Nothing in this section shall alter the County’s right to release an employee from employment at any time during the probationary period.
- B. With the implementation of the biweekly payroll system, employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if said step increase is supported by an appropriate performance evaluation and all other requirements are met.
- C. For five- (5) step salary ranges, employees are eligible upon completion of two thousand eighty (2,080) hours of regularly scheduled service to receive salary step increases based upon "meets standards" or higher performance evaluations.
- D. For three- (3) step salary ranges, employees are eligible after two thousand eighty hours (2,080) hours of employment for a step increase if supported by a "meets standards" or higher performance evaluation and annually thereafter.

- E. A performance evaluation for Regular and Contingent Hire employees must accompany the payroll-personnel action form (101) when a salary step increase is recommended.
- F. An employee who does not receive a step increase beyond the third (3rd) step of the salary range on said employee's yearly anniversary date shall be eligible after six (6) months (1,040 hours) of regular service to be reconsidered for the step increase if the employee demonstrates job performance which meets standards. If said step increase is granted, the employee's anniversary date for future step increases shall remain the original anniversary date, as long as the above criteria in paragraph B are met.

Section 21: Notice of Termination

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

Section 22: Retirement

- A. An employee's date of membership in the Marin County Employees' Retirement Association ("MCERA") will determine the appropriate pension tier and calculation of retirement allowance.
- B. Effective July 1, 2004, the County shall provide seventy-five percent (75%) of unused accrued sick leave towards retirement service credit.
- C. Part-Time, Regular Hire Employee PST Plan Contribution

Effective the first full pay period in January, 2022, County will pay 3% of applicable salary to the Omnibus Budget Reconciliation Act of 1990 (OBRA)/Part-Time Seasonal Temporary (PST) (*safe harbor*) plan for all Part-time regular hire employees who are not eligible to be members of MCERA.

The County's 3% contribution shall be in addition to the contributions made by the employees.

Section 23: Contingent Hire Employees

- A. Conversion of Benefits (Contingent Hire Appointment).

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

B. Promotional Examinations.

Employees working in a contingent appointment will have contingent appointment time with the County credited toward experience required for promotional examinations.

C. Contingent Hire Employees After October 1, 1986.

Contingent Hire employees hired after October 1, 1986 shall not receive vacation and sick leave benefits.

D. Pay in Lieu of Benefits (Contingent Hire Employees).

Contingent Hire employees on all assignments shall have added to their regular salary an amount equal to fifteen percent (15%) of their pay per hour, including all applicable shift premiums and assignment differentials. For part-time regular hire employees only, the County will pay this 15% differential on hours worked in addition to the part-time, regular hire appointment percentage in a two (2) week pay period. In no event, however, shall this 15% differential be applied to any hours in excess of forty (40) hours worked (in any appointment) in an FLSA work period.

The County and the Union will meet on a quarterly basis during the term of this Agreement to discuss the use of Contingent Hire employees in Union-represented job classes. The purpose of the meetings will be to review payroll data for Contingent Hire employees, to identify any possible issues related to the use of the Contingent Hire employee, and with the use of interest-based problem solving, to attempt to resolve any issues identified by either of the parties.

Section 24: Salaries

A. General Increases

Effective September 19, 2021, the rate of pay for all job classes and employees shall be increased by one and a half percent (1.5%).

Effective the first full pay period of July 2022, the rate of pay for all classes and employees shall be increased by two and a half percent (2.5%).

Effective the first full pay period of July 2023, the rate of pay for all classes and employees shall be increased by two and a half percent (2.5%).

B. Salary Equity Adjustments

The County will complete a salary survey for benchmark classifications by March 31, 2022. For this round of salary surveys only, the County will use the jurisdictions table below. The parties will meet and confer only on the classifications that are below market AND/OR classifications with demonstrated recruitment problems. The County will make adjustments up to a maximum of \$250,000 for all three MAPE contracts ongoing for the salary survey. The adjustments will be effective the first full pay period of July 2022.

The following agencies will be surveyed:

Counties: Alameda, Contra Costa, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma

Cities: San Francisco and Berkeley

C. One-time Payment

Effective September 19, 2021, Regular Hire full-time employees shall receive a one-time, non-pensionable payment of \$2,400. This amount will be prorated for Regular Hire part-time employees based on the part-time employee's FTE.

Effective September 19, 2021, Contingent Hire employees who do not have a Regular Hire appointment will receive the following one-time payment based on hours worked in the July 1, 2020 - June 30, 2021 fiscal year:

- 500 hours or more but less than 1,000 hours: \$600
- 1,000 hours or more but less than 1,800 hours: \$1,200
- 1,800 hours or more: \$1,800.

This lump sum payment is for regular and contingent hire employees who are on the payroll as of September 19, 2021. It shall be made by a separate payment from the biweekly payroll. The payment shall not be pensionable.

Section 25: Bilingual Skills Pay Policy

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

- C. Effective October 3, 2021, all employees who are in a non-bilingual classification for which there is a bilingual analog will be reclassified into the bilingual classification if they meet the criteria to be paid the bilingual differential. Going forward, all employees hired into classifications for which there is a non-bilingual classification, and an analog bilingual classification shall be hired into the bilingual classification if they meet the criteria to be paid bilingual differential.

Section 26: Temporary Special Assignment Pay

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

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

An employee shall be paid an additional five percent (5%) of his or her present salary on hours worked. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

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

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

Section 27: Temporary Promotion

In cases of prolonged absence from duty, vacancy of an approved position, or other emergencies, the appointing authority with the consent of the Director of Human Resources or designee may, in writing, temporarily promote a Regular Hire employee when such employee is regularly required to substantially perform the full duties of a budgeted position within a higher classification for a period in excess of ten (10) days. In such cases, the employee shall be paid for all hours in paid status at the rate on the salary range of the higher classification that is closest to, but not less than five percent (5%) above his/her base hourly rate in the classification in which he/she holds regular status at the time he/she is temporarily promoted. All increases shall be rounded to the nearest whole percentage using regular rounding rules. In no event shall an employee in a temporary promotion receive more than the top step of the higher classification into which the employee is temporarily promoted. If the full time status of the classification into which the employee temporarily promotes is different from the classification in which he/she holds regular status (e.g., an employee in a classification that is 37.5 hours full time per week temporarily promotes into a classification that is 40 hours per week full time, or vice versa), the employee will continue to work the scheduled hours of his/her Regular Hire classification. An employee's eligibility for overtime and leave accrual shall be pursuant to his/her regular classification.

An employee must meet the minimum qualifications for the job class to which he/she is being temporarily promoted and must have completed the first six (6) months of his or her initial probationary period with the County. The appointing authority will notify all department employees of temporary promotional opportunities and will allow department employees five (5) working days to express an interest in the assignment. The appointing authority will consider all interested and eligible employees. The selection decision rests with the appointing authority.

The request for temporary promotion must be submitted to Human Resources by the appointing authority in writing and should include the justification for the temporary promotion along with the required documentation. Temporary promotions shall not exceed one (1) year. In the event of unusual circumstances, the appointing authority may request an extension from the Director of Human Resources. Beyond the first year of a temporary promotion, extensions may only be granted in up to six (6) month intervals. The temporary promotion will be reassessed for justification at each extension request. Should a temporary promotion result from a vacancy in a budgeted position that has been approved by the County Administrator's Office to fill, the appointing authority will submit a personnel requisition to Human Resources within two (2) months of the effective date of the temporary promotion.

The granting and/or discontinuance of a temporary promotion shall not be subject to the grievance procedure. Otherwise, the relevant section of PMR 41 shall govern temporary promotion.

Section 28: Promotion

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

Section 29: Reduction in Force

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

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

A. Scope.

County and Union agree that the procedures to effect layoff, reduction in force, and reappointment set forth herein establish the method of calculating seniority of employees who hold or have held status in classes covered by this Agreement. It is the intent of the parties that nothing in this Agreement shall be construed to exclude those employees outside the bargaining unit who have held status in classes as set forth in Section 1(A), "Recognition," from exercising bumping rights into said classes nor to deny any rights and obligations conferred upon them by this Agreement establishing the reduction in force and reappointment procedures.

B. Order of Layoff.

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

The order of layoff is

- a. Contingent Hire employees in the classification.
- b. Probationary employees in the classification.
- c. Regular Hire employees underfilling the affected classification or in the lower class of a sliding class.
- d. Regular Hire employees in the inverse order of seniority.

In effecting the preceding order, a Regular Hire Part time employee with more seniority can displace a Regular Hire Fulltime employee from that part-time portion of the hours worked, but in no case will the County be required to break up a full-time position to accommodate a Regular Hire Part time employee with greater seniority. Employees in a Regular Hire, fixed-term appointment may be laid off in the order described above but are not subject to or eligible for bumping rights.

2. If two (2) or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:
 - a. Seniority will be based on date of hire in the affected classification and will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for Regular Hire Part time employees will be credited based on date of hire into the classification and full time equivalency (FTE). Time spent on a leave of absence without pay beyond 12 consecutive weeks will not count toward determining seniority. Time spent as a contingent, provisional, emergency, or special appointment employee will not count toward determining seniority.
 - b. If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative. Department seniority is the total time (based on date of hire) employed in the department, regardless of classification. Neither time spent on leave of absence without pay beyond 12 weeks nor time spent as a contingent, provisional, emergency, temporary, or special appointment employee will count toward determining seniority.
 - c. If the classification and departmental seniority of two (2) or more employees are equal, the date of the regular appointment to County service is determinative, favoring the employee with the earliest appointment date.
 - d. If the date of regular appointment is identical, then the date of certification for appointment shall be determinative.
 - e. If the date of certification is equal, the date of application is determinative.

- f. If the date of application is equal, then seniority will be determined by flipping a coin.
3. The break in service of an employee who is reinstated pursuant to Section 6 shall not be counted as County service.

C. Exceptions.

Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by application of the above criteria, the appointing authority may designate a more senior employee to be laid off upon showing of demonstrable special skill(s) which are essential for the job. If more than one employee possesses such special skill(s), seniority, as defined in Section B, shall be the determining factor within that group of employees. If that determination is made, the laid-off employee may appeal the determination to the Personnel Commission seven (7) calendar days after written notice of lay off. The Commission will hold a hearing within twenty-one (21) calendar days after receipt of the appeal and make a decision within seven (7) calendar days thereafter, and that decision shall be final.

D. Bumping.

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

E. Transfer in Lieu of Layoff.

All effort will be made by County Department of Human Resources to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employees may qualify prior to the effective date of lay off. The length of eligibility for such transfer will be the period of notification as provided in Section 29.G. but no longer than the effective date of such layoff or reduction. An employee who does not accept the transfer will be laid off.

F. Reemployment Following Reduction in Force.

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in other classifications. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the reappointment of individuals who had been laid off.
2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.

3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, forfeit the right to reemployment, and be removed from the reemployment list.
4. Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as section 29(F)1 above.
5. Should there be no person on the department reemployment list eligible and available for reemployment, the position shall be filled by the countywide reemployment list for the same classification. The Department of Human Resources shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide reemployment list for selection by the appointing authority. The countywide reemployment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.
6. Persons selected from the countywide reemployment list shall have their names removed from the department reemployment list for the classification in which they were reemployed. Should the person selected not accept the reappointment within fourteen (14) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, forfeit the right to reemployment, and be removed from the reemployment list. Should there be no one on the countywide reemployment list eligible and available for reemployment, vacancies shall be filled from an appropriate eligible list.
7. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by the Personnel Management Regulations.
8. Regular Hire employees who are reemployed following layoff will have their balance at the time of layoff reinstated, and accrual of leave will be reinstated at the same level.
9. Right to Re-employment to Contingent Position After Reduction in Force

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

Within one (1) year after the layoff or demotion, this Regular Hire employee shall be offered this contingent position in writing should a contingent vacancy occur in the same classification and department in which the employee held status.

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall not forfeit the right to

reemployment to a regular position, as described in Section F1 – F8 of this Article, but shall forfeit the right to further reemployment under this Section F9.

G. Notice to Employees and Recognized Employee Organizations.

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

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

Section 30: Overtime

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

- A. Overtime is time worked beyond forty (40) hours per week, or on holidays.
- B. Nurses shall receive a minimum of ten (10) hours' off duty between shifts. If a nurse is required to double back and return to work before the expiration of this ten- (10) hour off-duty period, the second (2nd) shift in a twenty-four- (24) hour workday will be paid at the rate of time-and-a-half overtime.
- C. Overtime shall be compensated in pay to the nearest tenth of an hour (6 minutes). Compensatory time is calculated at time and a half and may be granted by mutual agreement between the department head/designee and the employee.
- D. Prior authorization of the County Administrator for overtime must be secured by the department head. Each staff person shall secure prior authorization from his or her supervisor or other designated manager in advance of working overtime.
- E. Qualifying employees may accumulate up to forty (40) hours of overtime to be taken as compensatory time off in lieu of paid overtime with the approval of the department head.
- F. Notwithstanding Subsection A, nurses working in a program or facility with minimum staffing requirements and nurses coordinating or participating in disaster relief activities or disaster preparedness activities, shall be paid overtime for hours worked beyond her/his scheduled shift when assigned to work in order to assure minimum staffing requirements.

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

Mandatory Overtime Incentive Bonus: When the County requires nurses to meet minimum staffing requirements in Psychiatric Emergency Services or the Jail, such nurses shall be paid overtime for hours worked beyond their regularly-scheduled shift plus \$200 for working an additional entire shift.

Section 31: Break in Service

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

Section 32: State Disability Insurance (SDI)

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

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

Coordination of Benefits:

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

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

Section 33: Policies and Procedures

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

RN office at the Jail
RN office at Juvenile Hall
Break room at Health Clinic at 3260 Kerner
Breakroom at 3250 Kerner CFS
Breakroom at 3270 Kerner
CSU work area at the Crisis Center at 250 Bon Air
Main Reception Area at 10 North San Pedro Road
West Marin Service Center

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

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

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

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

Section 34: 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 35: No Discrimination

- A. No member, official, or representative of the Union shall in any way suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership or participation in or representation of the Union.
- B. The parties to this Agreement agree that they shall not in any manner discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21) and may not be grieved under Article XI Agreement.

Section 36: Notification

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

- B. On a regular basis during the term of this Agreement, but not less than one (1) time per quarter, the County shall provide the Union with a copy of each regular personnel listing which contains the names of all employees in the bargaining unit, dates of employment, classifications, rates of pay and terminations.

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

Section 37: Health and Safety

- A. Safe Working Conditions.

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

- B. Health and Safety.

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

- C. Health and Human Services Preparedness & Safety Committee.

One MAPE designated representative may attend meetings of the Health and Human Services Department's Preparedness & Safety Committee. If the MAPE designated representative's attendance at a particular meeting will cause a hardship because of the representative's work assignment on that date, MAPE shall designate another bargaining unit employee to attend the meeting. The Committee will discuss any safety issues employees raise. Employees in the Nurse bargaining unit will submit identified safety issue(s) in writing in advance of the meeting for inclusion on the agenda. The County shall review health and safety issues raised by employees and shall respond to the employees in writing. Such responses shall include what, if any, action management will take to address the matter raised by employees.

Section 38: Voluntary Payroll Deductions

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

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

Section 39: Indemnification of County Employees

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

Section 40: MOU Cleanup Committee

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

Section 41: Use of Volunteers

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

Section 42: Waiver Clause

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

Section 43: Severability

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

Section 44: Term

The Agreement shall be in effect from September 19, 2021 through June 30, 2024. Negotiations on the changes or amendments desired shall begin as soon as possible upon receipt of the notice. Every effort shall be made to complete such negotiations prior to the end of the Agreement term; this Agreement shall continue in full force and effect until agreement is reached.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this __ day of 202__.

COUNTY OF MARIN NEGOTIATION
COMMITTEE:

MARIN ASSOCIATION OF PUBLIC
EMPLOYEES – NURSES UNIT:

Robert Bonner, Assistant Director HR

Roland M. Katz
Executive Director/Chief Negotiator

Mary Hao, Director HR

Cathy Clary, MAPE Secretary

Jessica Middleton, Unit Negotiator

Elizabeth Rodriguez, MAPE
President

Daniela Zuccarello
Negotiator

APPROVED:

RATIFIED:

BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

MARIN ASSOCIATION OF PUBLIC
EMPLOYEES – NURSES UNIT

ATTEST

ATTEST

Side Letter Agreements
County of Marin & MAPE (Nurses Unit)
2019 – 2021

Side Letter – Comparable Employers for Future Contract Negotiations

The parties agree that in any future negotiations, they will use the following list for purposes of analyzing wages, benefits, and working conditions of comparable employers of nurses:

- City & County of San Francisco
- Alameda County
- Contra Costa County
- San Mateo County
- Sonoma County
- Napa County
- Solano County
- City of Berkeley
- Santa Clara County
- Santa Cruz County

Side Letter – Affordable Care Act (ACA) Reopener

The parties agree to a re-opener on the ACA during the term of the Collective Bargaining Agreements if any of the health plans now provided to employees or retirees will be subject to the excise tax. The purpose of the re-opener will be to address implementing new plans or changes in plan design that would help the County and employees avoid the excise tax or penalty related to plan design. The intent is not to increase the County contribution to offset the excise tax for employees.

The parties also agree that if the level of benefits the ACA mandates be provided to Contingent Hire employees and Regular Hire Part time (less than half-time) employees or if the number of hours an employee must work to be eligible for benefits under the ACA changes, the union or the County may re-open the contract on this subject.

Side Letter – PMR Revisions

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

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer session.

Attachment A

Class Code	Class Title	FG	Workday Hours
101A	CLINIC REGISTERED NURSE I	SE13	8
103A	CLINIC REGISTERED NURSE I - BILINGUAL	SE13	8
1010	CLINIC REGISTERED NURSE II	SE13	8
1036	CLINIC REGISTERED NURSE II - BILINGUAL	SE13	8
1472	DETENTION LICENSED VOCATIONAL NURSE	SE13	8
1467	DETENTION NURSE PRACTITIONER	SE13	8
1468	DETENTION REGISTERED NURSE	SE13	8
1451	MENTAL HEALTH NURSE PRACTITIONER	SE13	8
1449	MENTAL HEALTH REGISTERED NURSE	SE13	8
1471	NURSE PRACTITIONER	SE13	8
1447	NURSE PRACTITIONER - BILINGUAL	SE13	8
100A	PUBLIC HEALTH NURSE I	SE13	8
100B	PUBLIC HEALTH NURSE I - BILINGUAL	SE13	8
1004	PUBLIC HEALTH NURSE II	SE13	8
1005	PUBLIC HEALTH NURSE II - BILINGUAL	SE13	8
1002	SENIOR PUBLIC HEALTH NURSE	SE13	8
1031	SENIOR PUBLIC HEALTH NURSE - BILINGUAL	SE13	8
1009	SENIOR REGISTERED NURSE	SE13	8