

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

TEAMSTERS LOCAL 856

DEPUTY DISTRICT ATTORNEY UNIT

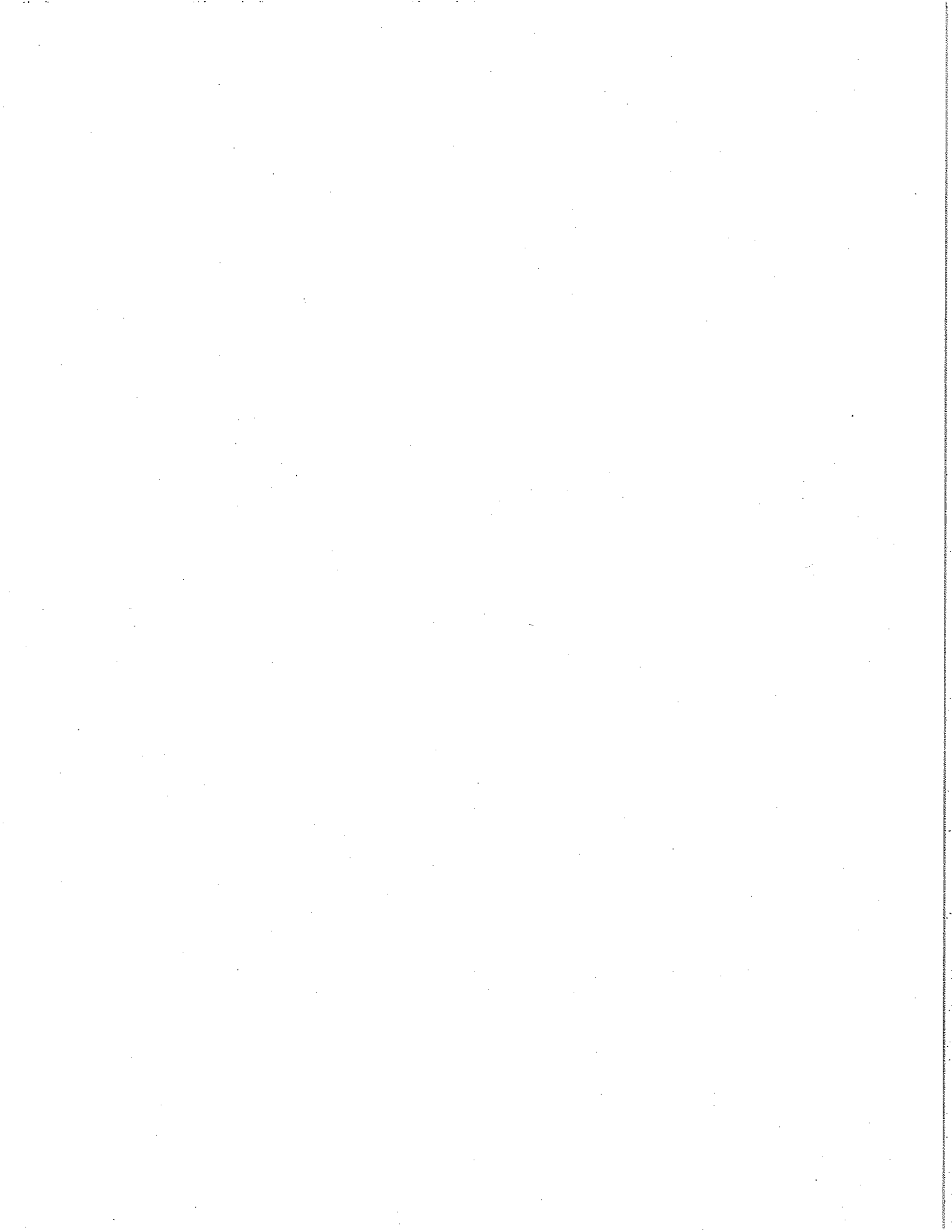
JULY 1, 2007 – JUNE 30, 2011

TABLE OF CONTENTS

CHAPTER I: GENERAL PROVISIONS	1
Article 1.1 Introduction	1
1.1.1 <i>Scope of Agreement</i>	1
1.1.2 <i>Term</i>	1
Article 1.2 Recognition	1
1.2.1 <i>Bargaining Unit</i>	1
1.2.2 <i>Mutual Obligation</i>	1
1.2.3 <i>Notice to Employees</i>	2
Article 1.3 Concerted Activities	2
1.3.1 <i>No Strikes and Lockouts</i>	2
1.3.2 <i>Injunctive Consent</i>	2
Article 1.4 No Discrimination	2
1.4.1 <i>In General</i>	2
1.4.2 <i>Union Discrimination</i>	2
Article 1.5 Existing Policies, Severability and Waivers.....	3
1.5.1 <i>Existing Laws, Regulations and Policies</i>	3
1.5.2 <i>Severability</i>	3
1.5.3 <i>Waiver Clause</i>	3
Article 1.6 Pro Rata Rules	3
1.6.1 <i>In General</i>	3
1.6.2 <i>Pro Rata Rule</i>	3
Article 1.7 Past Practice	3
1.7.1 <i>Past Practice</i>	3
CHAPTER II: WAGES	4
Article 2.1 Salary	4
2.1.1 <i>General Increases</i>	4
2.1.2 <i>Equity Adjustments</i>	4
Article 2.2 Membership Dues	4
2.2.1 <i>Membership Dues</i>	4
Article 2.3 On-Call Law Enforcement Advisory Duty.....	5
2.3.1 <i>On-Call Law Enforcement Advisory Duty</i>	5
CHAPTER III: FRINGE BENEFITS	6
Article 3.1 Medical, Dental, Vision, Life, Retirement Benefits	6
3.1.1 <i>Fringe Benefit Formula</i>	6
3.1.2 <i>Quarterly Medical Reimbursement:</i>	6
3.1.3 <i>Part Time Employees</i>	7
3.1.4 <i>Employees Excluded</i>	7
3.1.5 <i>Waiver of Participation</i>	7
Article 3.2 Vacation	7
3.2.1 <i>Eligible Employees</i>	7
3.2.2 <i>Vacation Leave Accrual</i>	7
3.2.3 <i>Unpaid Leave of Absence</i>	8
3.2.4 <i>Vacation Leave Usage</i>	8
3.2.5 <i>Changes to Vacation Leave Requests</i>	8
3.2.6 <i>Limits on Accrual of Vacation Leave</i>	8
3.2.7 <i>Holidays During Approved Vacation Leave</i>	9
3.2.8 <i>Injury or Illness During Approved Vacation Leave</i>	9
3.2.9 <i>Payment Upon Separation from Employment</i>	9
Article 3.3 Holidays	9

3.3.1	Recognized Holidays.....	9
3.3.2	Special Holidays.....	9
3.3.3	Weekend Holidays.....	10
3.3.4	Floating Holidays.....	10
Article 3.4	Sick Leave.....	10
3.4.1	Defined.....	10
3.4.2	Sick Leave Accrual.....	10
3.4.3	Employee Sick Leave Usage.....	10
3.4.4	Employee Sick Leave Used for Family.....	11
3.4.5	Excessive Sick Leave Usage.....	11
3.4.6	Abuse of Sick Leave.....	11
3.4.7	No Payout at Separation.....	11
3.4.8	Unused Sick Leave Conversion to Retirement Service Credit Upon Retirement.....	11
Article 3.5	Minimum Retirement Age.....	11
3.5.1	Minimum Retirement Age.....	11
CHAPTER IV: TERMS AND CONDITIONS		12
Article 4.1	Attire.....	12
4.1.1	Attire.....	12
Article 4.2	Labor Management Committee.....	12
4.2.1	Labor Management Committee.....	12
Article 4.3	Defense and Indemnification.....	12
4.3.1	Defense and Indemnification.....	12
CHAPTER V: GRIEVANCE PROCEDURE		13
Article 5.1	Grievance Procedure.....	13
5.1.1	Definition, Scope and Right to File.....	13
5.1.2	Informal Grievance.....	13
5.1.3	Formal Grievance.....	14
5.1.4	Limitations in Decision Personnel Commission or Arbitrator (Hearing Officer(s)).....	16
5.1.5	General Conditions.....	16
CHAPTER VI: UNION RIGHTS		17
Article 6.1	Employee Representatives.....	17
6.1.1	Employee Representatives.....	17
6.1.2	Grievance Representation.....	18
6.1.3	Access to Bulletin Boards.....	18
6.1.4	Bargaining Representation.....	18
Article 6.2	Dues Deduction.....	18
6.2.1	In General.....	18
6.2.2	Hold Harmless.....	18
Article 6.3	Fair Share/ Agency Shop – Pursuant to Election.....	18
6.3.1	In General.....	18
A.	Union Responsibilities.....	19
B.	Application.....	19
C.	New Hires.....	19
D.	Amount of Fee.....	19
E.	Separation From Unit.....	19
F.	Part Time Employees.....	19
G.	Financial Statement.....	19
H.	Employee Failure to Comply.....	20
I.	Waiver of County Costs.....	20

J.	Rescinding Agency Shop	20
K.	Religious Exemption.....	21
CHAPTER VII: COUNTY RIGHTS	21
Article 7.1	County Rights.....	21
7.1.1	<i>County Rights</i>	21
7.1.2	<i>Waivers</i>	22



COLLECTIVE BARGAINING AGREEMENT

BETWEEN
COUNTY OF MARIN
AND
TEAMSTERS LOCAL 856

JULY 1, 2007 – JUNE 30, 2011

CHAPTER I: GENERAL PROVISIONS

Article 1.1 Introduction

1.1.1 Scope of Agreement

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 Teamsters Local 856 (hereinafter called "UNION") and shall apply to all employees of the County working in the classifications and bargaining unit set forth herein.

1.1.2 Term

This agreement shall be in effect from July 1, 2007 through June 30, 2011. It shall continue in effect thereafter from year to year unless either party gives 120 days' notice prior to June 30, 2011, or any yearly anniversary date thereafter, to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2011 may be voided by any operation of Personnel Management Regulation (PMR) 4.

Article 1.2 Recognition

1.2.1 Bargaining Unit

The County hereby recognizes Teamsters, Local 856 as the exclusive bargaining representative for the regular hire employees in the representation unit certified by the County Personnel Commission on February 21, 2007, followed by a secret ballot election on March 28, 2007, consisting of the following classifications:

Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III
Deputy District Attorney IV

1.2.2 Mutual Obligation

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the residents of Marin County.

1.2.3 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, the County shall notify such person that the Union is the recognized bargaining representative for employees in that classification.

Article 1.3 Concerted Activities

1.3.1 No Strikes and Lockouts

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. 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.

Any strike, slowdown, sick out, work to rule or other work stoppage growing out of any dispute relating to the terms of this agreement shall cause the County to immediately suspend dues deductions. The bi-weekly amount that would have usually been deducted from employees' pay during the biweekly pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

1.3.2 Injunctive Consent

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

Article 1.4 No Discrimination

1.4.1 In General

The parties to this contract 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, age, 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 in accordance with the County Equal Employment Opportunity and Anti-Harassment policies (Personnel Management Regulation 21).

1.4.2 Union Discrimination

No member, official or representative of the Union shall, in any way, suffer any type of discrimination or retaliation in connection with continued employment, promotion, or otherwise by virtue of membership in or representation by the Union or in the exercise of the rights established in this agreement.

Article 1.5 Existing Policies, Severability and Waivers

1.5.1 Existing Laws, Regulations and Policies

This agreement is subject to all existing laws of the State of California, ordinances, regulations and policies of the County of Marin. The County, 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.

1.5.2 Severability

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of article or section should be restrained by such tribunal, the remainder of this agreement shall be not 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.

1.5.3 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, notwithstanding any other provisions of law to the contrary. Nothing in this section shall restrict the County's right to make changes to the Personnel Management Regulations (PMRs) in accordance with any applicable requirements of the law.

Article 1.6 Pro Rata Rules

1.6.1 In General

Unless otherwise specified, the provisions of "Wages", "Fringe Benefits" and "Terms and Conditions" are expressed as full-time regular hire.

1.6.2 Pro Rata Rule

Regular hire employees in part time positions, or regular hire employees, who are granted a leave of absence shall be entitled only to the terms of a given provision as specified herein based on the ratio of regular hours worked to the standard work week for that classification.

Article 1.7 Past Practice

1.7.1 Past Practice

The County will not change any past practice within the scope of representation without meeting and conferring as required by law.

CHAPTER II: WAGES

Article 2.1 Salary

2.1.1 General Increases

Effective the first day of the pay period in which ratification and approval of the Agreement take place, the rate of pay for all classes and employees shall be increased by four percent (4%).

Effective July 13, 2008, the rate of pay for all classes and employees shall be increased by three percent (3%).

Effective the first pay period in July 2009, the rate of pay for all classes and employees shall be increased by between three percent (3%) and five percent (5%) based on the April to April SF-Oakland-San Jose CPI-U.

Effective the first pay period in July 2010, the rate of pay for all classes and employees shall be increased by between two percent (2%) and five percent (5%) based on the April to April SF-Oakland-San Jose CPI-U.

2.1.2 Equity Adjustments

Effective the first day of the pay period in which ratification and approval of the Agreement take place, the rate of pay for Deputy District Attorney I's and II's shall be increased by three percent (3.0%) in addition to the General Increase listed above.

In year two of the agreement, up to one half of a percent (0.5%) of the annual compensation of the bargaining unit will be allocated for equity adjustments as needed to bring salaries at least up to market.

In year three of the agreement, up to one quarter of a percent (0.25%) of the annual compensation of the bargaining unit will be allocated for equity adjustments as needed to bring salaries at least up to market.

Article 2.2 Membership Dues

2.2.1 Membership Dues

The County shall reimburse employees annually for the California State Bar Association and California District Attorneys Association membership fees, provided such employees are regular hire employees on January 1st of each calendar year.

Effective January 1, 2009, the County will reimburse employees annually for membership in the Criminal Law Section of the California Bar Association, or an alternative Section to be determined by the County upon consultation with the employee.

Effective January 1, 2009, and upon request from the employee, the County will provide reimbursement for membership to the Marin County Bar Association.

Article 2.3 On-Call Law Enforcement Advisory Duty

2.3.1 On-Call Law Enforcement Advisory Duty

Deputy District Attorneys shall be required to perform on-call law enforcement advisory duty on a rotational basis. The on-call employee will perform advisory duty during all non-business hours during an assigned two-week period. Duties shall include:

- Advising law enforcement agencies in legal and evidentiary matters prior to issuance of criminal complaints;
- Preparing search warrants, arrest warrants and child custody and child return warrants and orders;
- Assisting police officers in drafting affidavits in support of a search warrant; and
- Responding to crime scenes.

Employees shall receive the following amounts per year in compensation for performance of on-call law enforcement advisory duty (the amounts listed below will be divided and paid on an hourly basis, and rounded to the nearest cent):

Deputy District Attorney I: \$800

Deputy District Attorney II: \$800

Deputy District Attorney III: \$2000

Deputy District Attorney IV: \$2000

This flat amount applies regardless of any holiday which falls in an employee's assigned on-call period.

This payment shall be in lieu of existing leave provided in compensation for law enforcement advisory duty.

While on-call, an employee will:

- A. Be ready to respond immediately to calls for services;
- B. Be readily reachable by telephone or paging device;
- C. Be readily available to report to work locations;
- D. Refrain from activities which may impair his or her ability to perform assigned duties.

An employee may not perform more than one two-week period of on-call law enforcement advisory duty within a calendar year without approval of the District Attorney. An employee may be permitted to switch his or her assigned two-week period with another employee who has not yet performed on-call law enforcement advisory duty within the current calendar year, subject to the approval of the District Attorney.

CHAPTER III: FRINGE BENEFITS

Article 3.1 Medical, Dental, Vision, Life, Retirement Benefits

3.1.1 Fringe Benefit Formula

Effective the first pay period in which ratification and approval of the agreement take place, the County will increase the flat amount of the biweekly fringe benefit package to \$345.00 + 2% of the employee's biweekly salary.

Effective in December 2008 in the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe benefit package to \$370.00 + 2% of the employee's biweekly salary.

Effective in December 2009, in the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe benefit package to \$410.00 + 2% of the employee's biweekly salary.

Effective in December 2010, in the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe benefit package to \$410.00 (increased by the percentage equal to the October-October SF-Oakland-San Jose CPI-U) + 2% of the employee's biweekly salary.

If an employee is receiving cash back as of the date of ratification and approval of this Agreement, he or she will continue to receive cash back. In no case will such an employee receive an increase in the amount of cash back received as of the date of ratification and approval of this Agreement. Otherwise, employees will not be eligible for cash back except as noted under Waiver of Participation.

3.1.2 Quarterly Medical Reimbursement:

The County will reimburse out of pocket insurance costs as provided in paragraphs 1 through 9 below, in accordance with the following implementation procedures:

- Allowance for each employee will not exceed actual out-of-pocket up to cap set for each level.
- Payments will be made quarterly as a pay adjustment for current employees.
- Supplemental checks will be provided on a pro-rata basis for employees who have left County employment during the quarter.
- An employee will be considered to be in the group in which he/she started the quarter even if the employee moves to another level during the quarter.

In accordance with the above, the following fringe benefits adjustments shall be made to offset out-of-pocket medical insurance costs:

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$65,000 and \$84,999 and has insurance coverage of employee plus one, an annual allowance of up to **\$250** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$65,000 and \$84,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2250** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$85,000 and \$104,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$1750** will be provided;

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

3.1.3 Part Time Employees

Part time regular hire employees, who are normally assigned to work half-time or more in a pay period, shall be entitled to all benefits provided in this MOU on a pro rata basis.

3.1.4 Employees Excluded

All regular hire employees, normally assigned to work less than a half of a pay period, will be ineligible for County medical, dental, vision, long-term disability and life insurance coverage and/or any other option contained in this Article.

3.1.5 Waiver of Participation

Any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except Dental Insurance, Vision Insurance, and Basic Life Insurance, if said employee provides acceptable proof of equivalent coverage in a group plan through other sources.

An employee who waives participation under this section after the date of ratification and approval of this agreement shall use the fringe benefit package to pay up to 50% of the employee's cost of retirement plus up to an additional \$100. Otherwise, effective upon ratification and approval of this agreement, no additional cash back will be provided.

Article 3.2 Vacation

3.2.1 Eligible Employees

All regular hire employees are entitled to accrue vacation leave. Regular employees employed on a part-time basis are entitled to vacation leave, but will accrue it on a pro-rata basis.

3.2.2 Vacation Leave Accrual

Eligible employees will accrue vacation leave on the basis of continuous years of service in accordance with the following schedule:

- A. After 1 year of service - 10 working days (.0385 hourly)

- B. After 3 years of service - 15 working days (.0577 hourly)
- C. After 10 years of service - 20 working days (.0770 hourly)
- D. After 20 years of service - 25 working days (.0962 hourly)
- E. After 30 years of service - 30 working days (.1154 hourly)

3.2.3 Unpaid Leave of Absence

No vacation leave will accrue during any unpaid leave of absence.

3.2.4 Vacation Leave Usage

- A. Vacation leave may not be taken without written request to the employee's supervisor or manager and notification from them that the request has been approved in advance of the vacation leave. Vacations should be scheduled as far in advance as reasonably possible in each work unit, and should be staggered over the entire calendar year to the extent reasonable.
- B. Employee preference for vacation time or times, to the extent that it is reasonable, will be honored (on a seniority or annual rotation basis, in the event of a conflict), subject to the department head's judgment as to the maintenance of minimum work forces at all times, peak workload coverage and/or general departmental and public convenience.
- C. Employees with approved vacations, which are later cancelled by the County, may have unavoidable, out of pocket costs associated with such vacations. The County will reimburse such reasonable, out of pocket costs in accordance with County Policy.
- D. The department head may authorize vacations up to the number of days actually accrued after 6 months of continuous employment if convenient to the County.

3.2.5 Changes to Vacation Leave Requests

Employees must notify the department head in writing to change or cancel any vacation leave request. The requested change or cancellation must be approved by the department head or his/her designee in writing in advance of the requested vacation date.

3.2.6 Limits on Accrual of Vacation Leave

Employees will not accumulate any further vacation leave if their unused vacation leave reaches 360 hours. In unusual cases, to avoid impairment of County services, the County Administrator may approve the accumulation of unused vacation hours in excess of the maximum unused hours.

3.2.7 Holidays During Approved Vacation Leave

When a holiday observed by the County falls within an employee's approved vacation leave, that day will not be charged against the employee's accrued vacation leave.

3.2.8 Injury or Illness During Approved Vacation Leave

If an employee becomes ill or is injured during approved vacation leave, the time of actual illness may be charged against accrued sick leave, if any, provided the employee meets the criteria set forth below.

3.2.9 Payment Upon Separation from Employment

Subject to limits on unused hours specified in this Agreement, an employee who separates employment with the County and has earned and accrued vacation leave to his/her credit will be paid for the remaining vacation leave as of the last date of employment.

Article 3.3 Holidays

3.3.1 Recognized Holidays

The following holidays are observed by the County. All regular, probationary, and provisional employees are entitled to the following holidays with pay.

- A. The first day in January
- B. The third Monday in January
- C. The third Monday in February
- D. The last Monday in May
- E. The fourth day of July
- F. The first Monday in September
- G. Veteran's Day as designated by federal law
- H. Thanksgiving Day
- I. The Friday immediately following Thanksgiving Day
- J. ½ day on December 24, if the date falls on a Monday through Thursday and providing that day is not otherwise deemed a holiday
- K. December 25
- L. ½ day on December 31, if the date falls on a Monday through Thursday and providing that day is not otherwise deemed a holiday.

3.3.2 Special Holidays

In addition to the recognized holidays listed above, the County may, provided approval is given by the Board of Supervisors, observe as a holiday a day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday upon which federal and/or state government offices will be closed. Such a holiday will be granted to employees if approved by the Board of Supervisors.

3.3.3 Weekend Holidays

If a holiday, other than December 24 or December 31, falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday will be deemed a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following his/her two days off will be deemed to be a holiday in lieu of the day observed, unless for business reasons the department head and employee agree to another day, preferably within the same pay period.

3.3.4 Floating Holidays

Two (2) days will be deemed floating holidays which may be taken at any time or times during the fiscal year in which they are accrued provided written request is made in advance and the department approves such request in writing. Employees eligible for floating holidays are regular and probationary. If an employee transfers to another County position, the total accrual for the year of transfer will not exceed the maximum accrual for the year for any one position held.

- A. Manner of Accrual of Floating Holidays: Each employee will accrue 2 floating holidays on July 1 of each year. Any employee hired between July 1 and January 1 of any fiscal year will immediately accrue 2 floating holidays upon appointment for that fiscal year. Any employee hired on or after January 1 through March 30 of any fiscal year will accrue 1 floating holiday for the balance of the fiscal year. Employees hired after March 30 of any fiscal year will not accrue floating holidays for the balance of the fiscal year.
- B. No Carry-Over of Floating Holidays. Floating holidays must be taken in the fiscal year accrued and will not carry over from one fiscal year to the next. Upon separation of employment from the County, unused, accrued pro-rated floating holidays will be paid at the employee's straight time rate.

Article 3.4 Sick Leave

3.4.1 Defined

Sick leave is leave from duty with pay which may be granted to an employee because of bona-fide illness or injury or because of illness or injury to a family member, domestic partner, or a person in a familial relationship residing in the same household, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the work day.

3.4.2 Sick Leave Accrual

Eligible employees will accrue sick leave at the rate of .0462 hours for each hour or major fraction thereof served with no limit on accrual.

3.4.3 Employee Sick Leave Usage

Sick leave up to the total number of working hours accumulated may be granted by an employee's department head in the case of a bona fide illness or injury to the employee.

The employee must submit a written application or time off request to his or her department head for approval. The department head may require a physician's certificate or other evidence of illness or injury.

3.4.4 Employee Sick Leave Used for Family

One half of an employee's annual accumulated sick leave or up to 6 accrued days per year, whichever is longer, may be used due to the illness or injury of a child, spouse, parent, domestic partner or person in a familial relationship residing in the same household. The department head may require a physician's certificate or other evidence of illness or injury.

3.4.5 Excessive Sick Leave Usage

An employee who is excessively absent may be subject to disciplinary action. Excessive absenteeism may be defined as absence in excess of the average annual sick leave usage for the employee's department, not including time as a result of FMLA, workers' compensation leave, and up to six days of family sick leave. The pattern of absence and the nature of the illness, as well as other related information, may be taken into account.

3.4.6 Abuse of Sick Leave

An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined he/she has not met the requirements for sick leave usage as set forth above.

3.4.7 No Payout at Separation

There will be no pay-off of any unused sick leave at the time an employee separates employment from the County.

3.4.8 Unused Sick Leave Conversion to Retirement Service Credit Upon Retirement

Retirement service credit is provided for 75% of unused sick leave at the time of retirement from County service.

Article 3.5 Minimum Retirement Age

3.5.1 Minimum Retirement Age

For employees with membership in the retirement system on or after the date of ratification and approval of this Agreement, the minimum retirement age will be adjusted from 50 to 55 with the appropriate requirements.

CHAPTER IV: TERMS AND CONDITIONS

Article 4.1 Attire

4.1.1 Attire

Employees who are scheduled to appear in court during a workday shall be dressed in appropriate courtroom attire during business hours. Employees who are not scheduled to appear in court may dress in business-casual attire during business hours.

Employees dressed in business-casual attire shall store or bring appropriate courtroom attire to the workplace in the event that an unscheduled appearance is required.

Article 4.2 Labor Management Committee

4.2.1 Labor Management Committee

The Union and the County agree to establish a committee to:

- a) Discuss issues that may arise during the term of the contract, such as suggestions for improved work methods and standards;
- b) To recommend improvements in on-going communications and problem solving efforts;
- c) To explore County policies regarding telecommuting and flexible schedules. These policies recognize that the various needs of the public and departments may not permit these programs to apply to all employees in all departments. Due to the particular needs of the Office of the District Attorney, implementation of these programs has been on a more limited and case by case basis. The County agrees to explore the possibility of greater application of these programs to the Office of the District Attorney subject to the discretion of the District Attorney.

The District Attorney and the Director of Human Resources will provide periodic updates to the Board of Supervisors regarding committee discussions.

Article 4.3 Defense and Indemnification

4.3.1 Defense and Indemnification

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code Sections 825 et seq. and 995 et seq. The County shall indemnify and defend employees in this unit in accordance with the applicable law when and if they are sued for acts or omissions within the course and scope of their duties, including job duties performed while serving as the on-call deputy district attorney, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, corruption, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this MOU.

CHAPTER V: GRIEVANCE PROCEDURE

Article 5.1 Grievance Procedure

5.1.1 Definition, Scope and Right to File

- A. This procedure applies to all probationary and regular employees unless an applicable memorandum of understanding (collective bargaining agreement) provides otherwise.
- B. A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of:
 - 1. Collective bargaining agreement
 - 2. County ordinances
 - 3. Resolutions
 - 4. Rules
 - 5. Policies
 - 6. Regulations
 - 7. Existing practices affecting the status or working conditions of County employees
- C. Selection appeals, disciplinary action, examination appeals, release from probation, complaints of discrimination and the content of performance evaluations and reviews are not grievable hereunder.
- D. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or the Union.
- E. A grievance may be filed by the Union only when claiming a violation within its scope of representation.
- F. If it is asserted that a grievance is outside the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 2 is reached, as defined below. At Step 2, the County Administrator will evaluate the assertion, and make a ruling prior to hearing the grievance on the merits. If the County Administrator rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further.

5.1.2 Informal Grievance

- A. Within seven calendar days of the event giving rise to a grievance, the grievant will present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.
- B. Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

5.1.3 Formal Grievance

A. Grievance Form. If the grievant believes that the informal grievance has not been redressed within fourteen (14) calendar days, he or she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Human Resources Department a Grievance Form provided by the Human Resources Department for this purpose. This form is attached. The form must contain:

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);
4. Mailing address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinance, rule or regulation, or contract language);
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date upon which the informal discussion with the supervisor took place;
8. A proposed solution to the grievance;
9. The date of execution of the grievance form;
10. The signature of the grievant; and
11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

B. Resolution Process. After filing the Grievance Form with Human Resources, the process for resolving the grievance is as follows:

Step 1:

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

Step 2:

- a. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he or she may, within not more than five working days from his/her receipt of the department head's decision, request consideration of the grievance by the County Administrator, by so notifying the Human Resources Department in writing.
- b. Within fourteen calendar days after such notification, the County Administrator will begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he or she deems necessary, and will render a decision in writing within fourteen calendar days of the conclusion of the hearing or findings of fact.
- c. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it will 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 Administrator is likely to not resolve the grievance to the satisfaction of the grievant, he/she will advise the grievant, in writing, of the decision and the alternatives under Step 3, should the grievant choose to proceed further.

Step 3:

A final consideration of the grievance to Step 3 may be filed in writing with the Human Resources Department not more than seven calendar days from 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.

Mandatory Settlement Conference: 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.

Alternative A. The grievance will be determined by the Personnel Commission. The decision of the Commission will be made in writing within sixty calendar days after the filing of the appeal at Step 3, and will be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

Alternative B. The grievance will be determined by an arbitrator selected by mutual agreement between the County and the grievant, provided that:

- a. The County and the grievant agree on the issues to be arbitrated, or
- b. The grievance pertains to the specific terms of an existing collective bargaining agreement.

The decision will be final and binding on all parties, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

Both parties will endeavor to submit the grievance to the arbitrator within 60 calendar days after filing of the appeal to Step 3.

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

- A. The Hearing Officer(s) will neither add to, detract from, nor modify the language of the collective bargaining agreement or of departmental rules and regulations in considering any issue properly before them.
- B. The Hearing Officer(s) will expressly confine himself or herself 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.
- C. 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.

5.1.5 General Conditions

- A. The Human Resources Department will act as a central repository for all grievance records.
- B. Any time limit may be extended only by mutual agreement in writing.
- C. An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
- D. All expenses of arbitration will be shared equally by the County and the grievant.
- E. Failure on the part of the County or the grievant to appear in any case before the Personnel Commission, or an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration or the Personnel Commission.
- F. The grievant's signature is required at each step of the grievance procedure.
- G. A copy of the grievance will be provided to the department head at each step of the grievance procedure.
- H. There will be no amendments of a grievance without the approval of both parties in writing.
- I. 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 procedure. If mediation is used, it will be voluntary only.

CHAPTER VI: UNION RIGHTS

Article 6.1 Employee Representatives

6.1.1 Employee Representatives

The Union may, by written notice to the Director of Human Resources, designate three of its members as Employee Representatives. Employee Representatives shall be permitted reasonable time for Union activities.

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 Employee Representatives shall fall within one of the following categories:

- A. Discuss with an employee a grievance or complaint;
- B. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry on County time consists of limited fact gathering/clarification (i.e. not conducting an investigation or preparing witnesses for hearing) and that it does not unreasonably interfere with workplace efficiency/productivity and will not include the right, while on County time, to question visitors or non-employees of the County;
- C. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
- D. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and matters mutually agreed upon;
- E. Prepare for meetings mutually agreed by the County and the Union to be scheduled for conferral or other purposes;
- F. Any other matters reasonably related to union business, by mutual agreement between the parties.

When any Employee Representative is conducting business as defined above, the Representative 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. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the Employee Representative will notify his/her supervisor. Upon arriving at the work place of an employee to be represented, the Employee Representative will 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. If the Employee Representative is not permitted to contact the employee at the immediate time of this arrival at the work place, the supervisor or designee, upon request, will advise the Employee Representative the reason why he/she cannot do so and the time when the employee will be available.

All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

6.1.2 Grievance Representation

Employee Representatives may investigate and process formal grievances filed by employees.

6.1.3 Access to Bulletin Boards

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

6.1.4 Bargaining Representation

In connection with contract negotiations, unless otherwise agreed, bargaining committee will not exceed three (3) employee members. 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.

Article 6.2 Dues Deduction

6.2.1 In General

County agrees, upon written consent of the employee involved, to deduct dues, as established by Union, from the salaries of its members. The sums so withheld shall be remitted by 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 for these bargaining units or unless dues are discontinued or modified.

6.2.2 Hold Harmless

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

Article 6.3 Fair Share/ Agency Shop – Pursuant to Election

6.3.1 In General

In the event that the bargaining unit approves an agency shop arrangement in accordance with the Section 3502.5(b) of the California Government Code; the following provisions shall apply:

A. Union Responsibilities

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. Application

All employees in the bargaining unit represented by the Union, shall become members of the Union or pay a fair share fee until termination of the contract. Payroll deductions for either dues or fair share/agency shop shall then be deducted from all regular employees in this unit. Union dues shall only be deducted after the Union has presented the Director of Human Resources with valid dues deduction cards. Otherwise fair share/agency shop deductions shall automatically be made from the employee's paycheck.

C. New Hires

All new employees hired shall, beginning within the first 30 days after such hire date, either become a member of the Union and pay dues or pay to the Union a fair share fee.

D. Amount of Fee

During the term of this agreement, a fair share fee for services rendered by the Union shall be a percentage of the regular membership dues in accordance with the Government Code. Each employee shall have provided to him/her without prejudice the full representational services of the Union. Payments shall be made biweekly by payroll deduction.

The appropriateness of the amount of the fair share service fee of non-members shall be reviewed by the County at the beginning of each new contract period. The parties agree that the fair share service fee is reasonable and appropriate.

E. Separation From Unit

The provisions specified above shall not apply during periods of separation from the representation Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation Unit. The term separation includes transfer out of the Unit, layoff, and leaves of absence without pay for at least one pay period.

F. Part Time Employees

Part time employees shall pay a pro-rata service fee or dues as provided above.

G. Financial Statement

Annually, the Union shall file with the Director of Human Resources an acceptable union financial statement prepared and certified by a Certified Public

Accountant. Such reports shall be made available to employees in the Unit by the parties.

H. Employee Failure to Comply

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

1. The Union shall notify the employee (a copy to Human Resources Department and the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will file an action in Small Claims Court.
2. If the employee fails to comply, the Union may file an action in Small Claims Court.

I. Waiver of County Costs

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

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

J. Rescinding Agency Shop

This Agency Shop provision may be rescinded by a majority vote of all the employees in a bargaining unit provided that:

1. The request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;
2. Such vote is by secret ballot;
3. Such vote may be taken at anytime during the term of this agreement, but in no event shall there be more than one vote taken during this period.
4. All employees holding probationary or regular status in classifications included in the Units, on the last day of the pay period thirty (30) days prior to

the holding of the election, shall be eligible to vote in a certification or a decertification election.

5. The ballot shall reflect a choice with the following wording: "I vote in favor of agency shop/fee"; or "I vote against agency shop/fee".

K. Religious Exemption

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

1. Execute a written declaration with proof that the employee is and has been a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment, and said employee shares that belief; and
2. Pay a sum equal to the agency fee described in Section 6.5.4. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Union that this contribution has been made either on a biweekly payroll deduction basis or as one annual payment made within 30 days of the beginning of each new contract year.

CHAPTER VII: COUNTY RIGHTS

Article 7.1 County Rights

7.1.1 County Rights

All County rights and functions, except those which are expressly abridged by this Contract, shall remain vested with the County.

The rights of the County include, but are not limited, to:

- A. The exclusive right to determine the mission of its constituent departments, commissions and boards;
- B. Set standards of service;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Train, direct and assign its employees;
- E. Take disciplinary action;
- F. Relieve its employees from duty because of lack of work or for other legitimate reasons;
- G. Maintain the efficiency of County operations;
- H. Determine the methods, means and personnel by which County operations are to be conducted;
- I. Determine the content of job classifications;
- J. Take all necessary actions to protect the public and carry out its mission in emergencies;
- K. Exercise complete control and discretion over its organization and the technology of performing its work.

