

COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY DEPUTY SHERIFFS' ASSOCIATION

AND

THE COUNTY OF MARIN

September 8, 2019 - June 30, 2022

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COLLECTIVE BARGAINING AGREEMENT
MARIN COUNTY DEPUTY SHERIFFS' ASSOCIATION
THE COUNTY OF MARIN

September 8, 2019 to June 30, 2022

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Marin County Deputy Sheriffs' Association (hereinafter called "ASSOCIATION") and shall apply to all employees of the County working in the classifications set forth hereunder. Benefits shall apply to regular County employees only unless specifically stated for Contingent Hire employees.

Section I: Recognition

- A. The County hereby recognizes the Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees in the following bargaining unit certified by the Personnel Commission on November 9, 1970; modified on March 30, 1973, May 6, 1986, July 1, 2003, April 7, 2010; and subsequently consisting of the following job classifications in the County Sheriff's Office, the District Attorney's Office, and the Department of Health & Human Services.

Coroner's Investigator (0515)
Sheriff's Sergeant (0706)
Deputy Sheriff (0719)
Deputy Sheriff Trainee (0709)
Supervising District Attorney Investigator (0521)
District Attorney Investigator (0518)
Welfare Fraud Investigator (1384)

- B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.
- C. All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues (members). The dues will be paid to the Association by payroll deductions implemented by the County. The Association shall certify to the County the identity of such members and the amount of the payroll deductions.
- D. The County shall provide the Association 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 Association 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 Association 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. Alternatively, after receiving written notice of the County-wide new employee orientation, the Association and the Sheriff, the Chief District Attorney Investigator, or the Chief Investigator – Special Investigations Unit (Welfare Fraud) may arrange for an alternative new employee orientation for the Association at a mutually agreeable time. The specific date, time, and location of the alternative union meeting with the new employees will be coordinated by the identified County representative for the applicable job classification and the President of the Association or the President's designee.

The County shall make best efforts to provide the Association 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 not less than once every 120 days.

- E. The parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the County will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the County, without delay, along with a list of the employees who have had said dues deducted. Such dues shall continue so long as the Union remains the exclusive representative of this bargaining unit or unless discontinued or modified in accordance with the process outlined below.
- F. If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the County shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the County and is subject to the terms and conditions set forth in the original payroll deduction/authorization.
- G. The Association 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 Association 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 Association; (ii) the County shall provide assistance reasonably requested for the defense of the claim; and (iii) the Association 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 Association 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 the 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 Association against the County.

Section II: Existing Laws, Regulations, and Policies

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

Section III: Discrimination

- A. No member, official, or representative of the Association, shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of the Association.
- 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, age, marital status, the taking of family and medical leave per the Family Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political opinions or affiliations, gender identity, genetic information or any other factor unrelated to job performance.

Section IV: Bargaining

In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed six (6) persons. Employee members of the Association's bargaining and negotiating committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations.

Section V: Notification

- A. Except in cases of emergency as provided for under Government Code Section 3504.5, the County shall provide the Association with reasonable advance written notice (no less than 14 calendar days) and an opportunity to meet and confer in good faith prior to any final action by appropriate authority on any matter relating to salaries, hours, working conditions, and/or fringe benefits of employees in represented job classifications included within this agreement.

Section VI: Hours of Work

- A. **Work Period:** As determined by the Sheriff (or designee), the standard work period for employees covered by this agreement shall be seven (7) consecutive calendar days, fourteen (14) consecutive calendar days, or twenty-eight (28) consecutive calendar days. Except as provided herein, the County and the Union agree to meet and confer over any changes to the seven (7), fourteen (14), or twenty-eight (28) day work period, as defined in this paragraph.

- B. **Alternative Work Schedule:** An employee may request and the department head, at his/her discretion, may approve an alternative work schedule. All work schedules will be in compliance with the overtime provision of the Fair Labor Standards Act (FLSA). It is mutually understood that the Sheriff may unilaterally modify or terminate alternative work schedules with notice as provided herein.
- C. **Meals:** Provision shall be made for the usual and customary meal arrangement.
- D. **Work Schedule Changes:** All employees shall be assigned to work shifts with regular starting and quitting times. Seven (7) calendar days prior to the first of each calendar month, the work schedule for that month for all employees shall be posted in a prominent place at the regular place of reporting for work. Except in cases deemed to be an emergency by the department head involved, employees will be given one calendar week's written notice prior to any change in their work schedule. For the purpose of this subsection, "emergency" shall be defined as an unforeseen, unusual occurrence or a combination of unusual circumstances, which calls for immediate order or remedy to prevent injury or loss to persons or property, including disaster, riot, criminal disorder, war, or concerted civil unrest but not including shortage of staff due to foreseeable illness, disability leave, retirement, or general lack of staff due to unfilled vacancies.

Section VII: Administration

- A. The Association may, by written notice to the Director of Human Resources, designate three of its members within the representation unit as Association representatives. The workload of Association representatives shall be reduced to permit each to devote an average of 175 hours per year of working time to Association activities. In all cases, representatives shall secure permission from their supervisors before leaving a work assignment. Such permission shall not be unreasonably withheld. All release time shall be recorded on timesheets using the appropriate payroll code.
- B. Authorized representatives of the Association shall be allowed to post Association notices in compliance with Personnel Management Regulation (PMR) 4 and any modifications thereto.
- C. Association representatives may discuss with an employee a grievance or complaint; make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management; assist employees in preparation for, or represent employees in the appeal and review steps of the grievance procedure or in arbitration; attend meetings with supervisors or other management officials with respect to grievance adjustments, consult or generally discuss items related to wages, hours, working conditions, and matters mutually agreed upon; prepare for meetings mutually agreed upon by the County and the Association to be scheduled for conferral or other purposes; and any other matters reasonably related to union business, by mutual agreement between the parties.

When an employee representative is conducting business as defined above, the representative will request 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 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 the employee will be available. All Association activities shall be conducted in such a manner so as not to disrupt the work activities of the employees involved.

Section VIII: Health & Safety

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

Section IX: Equipment Provided

- A. The County shall provide all equipment it deems essential, or which is required by law, to complete assigned duties as follows:

Ammunition	Magazines (x3)
Ear protectors (upon request)	Duty flashlight
Handcuffs	Handcuff case
Riot type helmet (with face shield)	Duty holster
Duty weapon	Plastic cuffs (upon request)
Raincoat	Rain pants
Duty belt	Duty belt key holder
Belt keepers (4)	CPR assistance kits
OC spray and holder	
Concealable ballistic vest certified by the National Institute of Justice (NIJ)	

- B. All equipment provided by the County shall remain the property of the County.
- C. The County will notify the Association prior to the purchase of safety equipment regularly used in the course of assigned duties. The Association may submit recommendations for specifications with regard to such equipment. The County will consider such recommendations but not be bound by them in making purchases of such equipment.

Section X: Leaves of Absence

A. Prior Approval.

All leaves of absence without pay shall be subject to prior approval of the affected department head and in compliance with PMR 44 and any modifications thereto.

B. Preservation of Rights.

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

C. Leave Without Pay.

In order for an employee to be granted leave without pay in cases other than sick leave, the employee shall first use all leave accruals including vacation and compensatory time off. In cases of prolonged sickness, prior to granting leave without pay, all leave accruals, including sick leave, if eligible, vacation, and compensatory time off, are to be exhausted.

D. Extended Illness.

The granting of leave with pay in cases of extended illness of long-term County employees will not be a condition afforded within the terms of this contract.

E. Jury Duty.

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

F. Promotional Examinations.

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

Section XI: Reinstatement Following Reduction-in-Force

The reduction in force and reappointment procedures between the County of Marin and Association are agreed to and established as follows:

A. 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. Contingent Hire employees shall be laid off before probationary employees, and probationary employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, part-time, permanent employees with more seniority can displace a full-time, permanent employee. Employees in lower-level classes underfilling the affected classification will be laid off first.
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 part-time employees will be credited based on date of hire into the classification and full time equivalency (FTE). Time spent on leave of absence without pay beyond twelve (12) consecutive weeks will not count toward 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.
 - c. If all of the above factors are equal, the date permanent status in County service is achieved shall be determinative.
 - d. If all of the above are equal, date of certification for appointment shall be determinative.
3. The break in service of an employee who is reinstated pursuant to Section E shall not be counted as County service.

B. Exceptions.

Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by application of the above criteria, the appointing authority may depart therefrom on the basis of clearly demonstrable special skill(s) which are essential for the job. If more than one employee possesses such special skill(s), seniority, as defined in subsection 2 above, shall be the determining factor within that group of employees. In such case, the appointing authority shall notify the employee to be laid off, in writing, specifying the basis for such determination in detail. The employee may have five (5) working days thereafter to appeal the determination to the Personnel Commission who shall hold a hearing within fifteen (15) days after receipt of the appeal and who shall thereafter make a decision within five (5) days, and that decision shall be final.

C. Bumping.

An employee designated to be laid off may bump into a class at the same salary level within the same department or into the next lower classification within the same department in which such employee has previously held status in such classification with the County. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

D. Transfer.

All efforts will be made by the County Department of Human Resources to transfer any employee who is to be affected by the reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notifications provided in Section F but not longer than the effective date of such layoff or reduction.

E. Re-employment Following Reduction in Force.

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in the classification. 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 appointment of individuals who have been laid off.
2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within one (1) year 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, shall forfeit the right to re-employment, and shall be removed from the re-employment list.
4. Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in Subsection 1 above.
5. Should there be no person on the department re-employment list eligible and available for re-employment, the position shall be filled by the countywide re-employment list for the same classification. The Human Resources Department shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide re-employment list for selection by the appointing authority. The countywide re-employment 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 re-employment list shall have their names removed from the department re-employment list for classification in which they were re-employed. Should there be no persons on the re-employment list eligible or available for re-employment, vacancies shall be filled from an appropriate eligible list.
7. Employees reappointed to the same department under the provision above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees reappointed to a new department following a reduction in force shall be required to complete a new probationary period in the new department. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Period increase dates shall be controlled by PMR 48 and any modifications thereto.
8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

F. Notice to Employees and Recognized Employee Organizations.

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

Section XII: Overtime and Call Back

Regular employees shall be paid for all overtime worked no later than the second paycheck following performance of the work at one and one-half (1.5) time rates, subject to the following limitations, conditions, and authorizations:

A. Overtime Defined.

Overtime is time worked beyond the number of hours per day equaling the normally scheduled workday or is time worked on holidays other than regular days off.

B. Overtime Rounded to Nearest Half Hour.

Overtime shall be compensated to the nearest 6 minute increment.

C. Overtime Records.

Overtime payments shall be based on time records maintained as may be required by County and shall be open to review by Association. A copy of said record shall be sent to each employee upon request.

D. Overtime Approval.

The affected department heads shall be responsible for the approval of all overtime, and they shall formulate procedures for the administration thereof as they deem necessary.

E. Overtime Sign-Up.

Requests and offers for overtime must be posted at all stations and places of work assignments. Deputies working in the area where the overtime is to occur will have the first offer for that duty. Exceptions shall be SDO coverage.

F. Sergeants' Overtime Sign-Up.

Sergeants are eligible for special overtime assignments and outside contract details. Special overtime assignments and outside contract details shall not include any performance of regular sergeant duties and activities during regularly assigned duty shifts. Special overtime compensation for sergeants shall be paid at one and one half times the top step salary rate of the Deputy Sheriff classification, unless the overtime assignment specifically requests a Sergeant's position, in which case the prohibition against performing regularly assigned supervisory duties shall not apply. The rate of compensation under those circumstances shall be one and one-half times the participating sergeant's current rate of pay.

G. Compensatory Time.

No employee shall accrue more than eighty four (84) hours of compensatory time in any one fiscal year. No employee shall accumulate more than one hundred twenty (120) hours of overall compensatory time without specific approval of the Board of Supervisors. Where an employee opts for compensatory time, one and one-half hours of compensatory time shall be credited for each hour of overtime worked.

H. Compensatory Days Off.

In addition to the current policy, Deputy Sheriffs shall be allowed to give fifteen (15) days' notice of intended compensatory time off. The Sheriff's Department shall be responsible for covering that shift. The advance notice shall not exceed forty-five (45) days. Deputies are allowed no more than two (2) consecutive days off under this Agreement.

This shall be on a first-come-first-serve basis. This Agreement shall not interfere with compensatory time off used in conjunction with annual vacation time. No more than one deputy per shift shall be allowed to take time off under this agreement.

For purposes of requests for compensatory time off, the parties agree that the following days shall constitute days for which no compensatory time off will be approved.

Fourth of July
Thanksgiving
Christmas
New Year's Eve

I. Call Back.

Any regular employee who has departed from his/her work location and is called back to work is guaranteed a minimum of four (4) hours' compensation at the applicable (overtime) rate unless the call back time immediately precedes the employee's regular shift.

J. Call Back Due to Duty Assignment.

Any regular employee who is subject to being called back to work, either because of their regular duty assignment, i.e., Investigations Division Detective, or specialty collateral duty, i.e., SRT Member, HNT Member, Dive Team Member, etc., and who is ordered to report to work as a result of that regular or specialty assignment, is guaranteed a minimum of four (4) hours' compensation at the applicable (overtime) rate, providing the employee is in fact called back and has responded to that directive to return to work, subject to the limitations described above.

For the purpose of this section, "responded" means an employee has either responded to the requested location and/or is en route to such location.

K. Standby.

Any regular employee who is required by written order of the affected department head or designee to remain on immediate call shall receive one and one-half hours' compensation for each eight-hour shift. Any standby orders shall remain in effect until canceled by the Sheriff or Undersheriff or designee.

L. Court Appearance Standby.

If a court appearance is canceled after 1600 hours the day before the officer's regularly scheduled duty time, two (2) hours of compensation will be paid at the overtime rate. If the court appearance is scheduled on the officer's regular day off, it must be canceled by 1600 hours the work day before (Monday-Friday) and in accordance with the Department's agreed upon system, or the officer is to be compensated with three (3) hours of pay at the overtime rate.

M. Meals.

Excluding court call-back time, if a regular employee is required to work four (4) consecutive hours over time and as a result thereof, is unable to partake of a meal in the employee's customary fashion, County shall provide a reasonable meal, or in lieu thereof, the cost of the meal not in excess of the normal costs specified in Administrative Regulation No. 1, for each four- (4) hour period worked, outside the employee's regular working hours. The time necessary to consume such a meal shall be deemed time worked.

Section XIII: Rest Periods

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

Section XIV: Vacations

Vacation credit shall be expressed and accrued at the hourly rates indicated.

A. Accrual Rates.

Each regular hire employee shall be entitled to accrue vacation credits based on the number of months worked in continuous service in accordance with the following schedule.

Months of Service	Years of Service	Maximum Working Days	Maximum Hourly Accrual	Maximum Accrual Hours
12	1	10	.0385	80
36	3	12	.0462	96
60	5	15	.0577	120
120	10	20	.0770	160
240	20	25	.0962	200
360	30	30	.1154	240

B. Vacation After Six Months.

The department head or designee shall authorize vacations up to the number of hours actually accrued after six (6) months (1,040 hours) of continuous employment; however, the department head or designee may exercise his or her discretion to deny a vacation request based on operational needs.

C. Unused Vacation Time.

Effective the first pay period in January of 2008, accumulated, unused vacation time shall not exceed thirty-eight (38) days (304 regular hours) per employee. Thereafter, the additional accumulation shall be suspended unless otherwise approved in advance by the County Administrator, in the County Administrator's sole discretion, in cases where such is beneficial to County. When an employee reaches 304 hours, he or she shall cease earning vacation time until his or her balance falls below the maximum accrual.

D. Holiday and Sickness During Vacation.

When a holiday falls within an employee's vacation period, one additional day's 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.

E. Vacation Payment at Termination.

A person who resigns, retires, is laid off, or discharged, and who has earned vacation time on record, shall be paid for the vacation as of the effective date of the termination except that no payment shall be made to any employee who has been employed less than six (6) continuous months (1,040 regular hours).

F. Regular Days Off.

Regular days off that fall immediately before or after an employee's annual vacation period shall be considered a part of that annual vacation period. The employee shall enjoy the same protections against call back, standby, on call, or forced overtime during those scheduled regular days off as he/she does during the annual vacation period itself.

Section XV: Sick Leave

Additional information regarding leave may be referenced in PMR 44, not incorporated herein.

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.
2. Unused sick leave shall be accumulated without limit.
3. Sick leave with pay up to a total number of working days accumulated shall be granted by the department head in case of bona fide illness or bona fide injury of employee. The Association recognizes the County's right to require the employee to provide an acceptable physician's certificate at any time in order to continue sick leave or as a requirement of returning to work.
4. After the third occasion within the fiscal year an employee claims sick leave on the day immediately before or after his regular days off or before or after a holiday off, the time off shall be considered to be vacation time, or leave without pay if there is no vacation accrued, unless an acceptable physician's certificate verifying the illness is submitted to the County.

B. Bereavement.

Leave with pay up to forty (40) consecutive working hours within one fiscal year shall be granted by the department head or his/her designee to be used by the employee in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, sister, brother, son, daughter, or son or daughter of a registered domestic partner or spouse of a regular employee. If the bereavement leave ends during an employee's alternate work schedule shift, the employee may continue leave using other accrued leave balances through the end of that regularly-scheduled shift. Bereavement leave in case of death of other persons whose death is a matter of concern to the employee may be granted upon approval of the County Administrator. Bereavement leave shall be charged against the employee's accumulated sick leave.

C. Exceptions.

Sick leave with pay shall not be granted for illness or for an injury attributable to an outside occupation for which workers' compensation benefits are available.

D. Industrial Accidents.

In cases of work-related illness or injury, the employee shall receive full pay for a period not to exceed one year, in accordance with Labor Code Section 4850, where applicable, without charge against sick leave provided the County determines that:

1. The illness or injury is, in fact, work related.
2. Time off is warranted by a physician.
3. The duration of the time off work is warranted by a physician
4. Medical report certified time off.

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

However, if the employee has submitted the "Employee's Designation of Personal Physician" (form mandated by State law) to his or her employer prior to the date of injury (as defined by the Business & Professional Code 2000) that he or she has a personal physician who retains the employee's medical records and medical history and has agreed in advance to be the pre-designated physician, the employee shall have the right to be treated by that physician from the date of injury. The employer shall continue to have the duty to provide first aid treatment and appropriate emergency treatment reasonably required by the nature of the injury or illness (LC 9780.2)

If the work related disability continues beyond the one-year period of Labor Code 4850 benefits, where applicable, accumulated sick leave shall be applied to time off work in a proportionate amount which when added to the worker's compensation benefits will provide total compensation equal to the employee's regular wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.

Compensation shall continue until the employee returns to work, all accruals are exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.

E. No Smoking Policy Implementation.

The parties acknowledge that smoking presents health risks for employees and for the County that the parties agree should be addressed. To that end, the County will be implementing a "No Smoking" policy. The parties agree to meet and confer on the impacts and effects of such a policy at the time of implementation.

F. Family Sick Leave.

Leave with pay up to 48 working hours within one fiscal year shall be granted by the department head for an employee who must care for a son, daughter, spouse, or domestic partner residing in the same household during the illness. Such leave shall be charged against accumulated sick leave.

G. Catastrophic Leave Donation Program.

Employees will be eligible for participation in the County Catastrophic Leave Donation Program as outlined in PMR 44 and any modifications thereto.

Section XVI: Holidays

A. List of Holidays.

Regular employees shall be entitled to the following holidays with pay:

1. First Day of January.
2. Martin Luther King, Jr., Day
3. Twelfth Day of February.
4. Third Monday in February.
5. Last Monday in May.
6. Fourth Day of July.
7. First Monday in September.
8. Ninth Day of September.
9. Veterans' Day.
10. Thanksgiving Day.
11. Friday Immediately Following Thanksgiving Day.
12. December 25.

Employees will also be compensated for any future days proclaimed as a public fast, thanksgiving, or holiday and made applicable to County employees by the President of the United States or the Governor of the State of California and approved by the Board of Supervisors.

To be eligible for holiday pay, employees must be in paid status on both the day before and the day after the holiday.

B. Holidays Falling on Saturday or Sunday.

When a holiday falls on a Saturday or a 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.

C. December 24 and 31.

December 24 and December 31 shall be observed as a half day (four hours) holiday if those dates fall on a Monday, Tuesday, Wednesday, Thursday, or Friday, providing that those days are not deemed holidays above.

D Equitable Treatment.

Regardless of days worked or days off, each employee is entitled to the same number of paid holidays during the year as would be earned by an employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sunday. This section is provided with the intent of assuring equitable like treatment for all employees.

E. Compensation.

A regular employee who is required to work on a day celebrated as a holiday, as listed above, or the employee's holiday for an employee on an alternate schedule, shall be compensated at one and one-half times rate.

Section XVII: Uniforms

- A. Effective the pay period beginning September 8, 2019, the County shall, at the end of each calendar quarter, pay \$243.75 (\$975.00 annually) as uniform allowance to each officer employed on the date of payment and who is required to maintain a uniform.

Sheriff's Sergeant (0706)
Deputy Sheriff (0719)
Deputy Sheriff Trainee (0709)

Effective the pay period beginning September 8, 2019, the County shall, at the end of each calendar quarter, pay \$87.50 (\$350.00 annually) as uniform allowance to each Coroner's Investigator (0515) who is employed on the date of payment and who is required to maintain a uniform, in lieu of the uniforms previously provided by the Sheriff's Department.

- B. Upon request, the uniform allowance may be advanced to new members for the initial purchase of uniforms. If the new employee leaves the position of Deputy Sheriff Trainee, Deputy Sheriff, or Coroner's Investigator prior to one year of service, the employee shall be required to pay back the uniform allowance as follows:

<u>Length of Service</u>	<u>Payback Schedule</u>
1 – 92 days	100% of allowance
93 – 184 days	50% of allowance
185- 276 days	25% of allowance

Section XVIII: Medical, Dental, Life, and Supplement Benefits Insurance

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.

1. General.

The total benefit package paid by the County toward an employee's premiums for health, dental, vision, basic life and supplemental life insurance programs in which the employee is enrolled shall be increased as follows:

In calendar year 2019, the County’s biweekly fringe benefit contribution for regular hire employees enrolled in a County medical plan shall be:

	<u>Biweekly Payment Annual Salaries At/Above \$70,000*</u>	<u>Biweekly Payment Annual Salaries Below \$70,000*</u>
<u>Employee Only</u>	<u>\$540.33</u>	<u>\$540.33</u>
<u>Employee + 1 Dependent</u>	<u>\$614.66</u>	<u>\$626.36</u>
<u>Employee + Family</u>	<u>\$824.26</u>	<u>\$847.65</u>

*Annual salary threshold to determine the County’s fringe benefit contributions shall be above/below \$74,000 for calendar years 2020 and 2021.

Effective in December 2019, December 2020, and December 2021, in the pay period in which health insurance rates are normally adjusted, the County will provide an increase to the flat dollar contribution amount by an amount equivalent to zero percent (0%) – five percent (5%), based on the Kaiser Silver premium increase (or the premium increase to the County’s lowest cost HMO at that time) to benefited employees at the employee plus one (1) and employee plus two (2) benefit levels.

Additionally, an employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package with the exception as expressed below.

Elimination of Cash Back for New Hires and Employees Not Receiving Cash Back as of September 8, 2019:

- Effective September 8, 2019, there will be no cash back of any remaining unused amount of an employee’s bi-weekly fringe benefit package for the following:
 - Employees hired on or after September 8, 2019.
 - Employees who do not receive cash back as of September 8, 2019.

Hold Harmless

Effective at the end of the final full pay period of the 2019-2022 agreement, the County will eliminate Hold Harmless monies for all represented employees. Effective the first full pay period of July 2022, employees who had received Hold Harmless monies as of the last full pay period in fiscal year 2021-2022, greater than or equal to \$100.00 per pay period, will receive a lump sum amount equivalent to 52 pay periods of Hold Harmless monies, based on the amount the employee received as of the last full pay period in fiscal year 2021-2022.

B. Impact of Legislation.

It is agreed that should during the term of this contract, Congress pass legislation that has an impact on the health care benefits, the Association and the County shall meet and confer on the impact of said legislation on the benefit package. The Association does so with the understanding that this agreement in no way obligates or commits the Association to change their benefit package.

C. Meet and Confer in the Event of Changes.

County agrees to meet and confer with Association in connection with negotiations, bid invitations, or changes in coverage of applicable medical, dental, life, and long-term disability insurance programs.

D. 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 Director of Human Resources for waiver of required participation in a medical plan if said employee provides evidence of 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, plus the employee may receive up to an additional one hundred dollars (\$100) cash back. Otherwise, effective December 16, 2007, there will be no additional cash back provided.

E. Payroll Deductions.

County further agrees to continue payroll deduction service as in effect June 30, 1970 for insurance programs sponsored by Association. Said services shall not be extended to any additional programs without the approval of the County Administrator.

F. Surviving Beneficiary.

The County will assist the surviving spouse or other beneficiary in filing for life insurance benefits for those eligible employees who die in the line of duty.

G. Domestic Partners.

The County agrees to offer medical, dental, and vision insurance for registered domestic partners. The employee will be responsible for any tax withholding liability of any such benefits per Internal Revenue Service (IRS) and State of California regulations.

H. Long-Term Care Insurance.

Regular Hire employees may participate in the long-term care insurance program at the employee's own cost during the annual open enrollment period.

I. Dependent Care Assistance and Flexible Spending Account (FSA).

Regular Hire employees may participate in the County's Dependent Care Assistance Plan (DCAP) and Flexible Spending Account (FSA) in accordance with IRS Section 125.

Section XIX: Part-Time Employees

Regular part-time employees shall receive a pro rata share of the County's monthly contribution towards employee's insurance premiums based on the actual number of regular hours worked.

Section XX: Mileage

An employee who is authorized by the department head to use a private automobile in the performance of the employee's duties shall be paid for the job-related mileage driven. The County will use the annual IRS mileage reimbursement rate for employees who use their own automobiles for County business.

Section XXI: Retirement

A. Changes to Retirement Benefit.

Unless required to do so by law, the County shall not revise any benefit provided by the retirement system to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this Agreement, provided, however, such benefit change may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.

B. Tax Exempt Requirement.

County shall make available provisions within Internal Revenue Code 414 (H) (2) (Tax Exempt Requirement).

C. Cost of Living for Retirement.

Effective July 13, 1997, employees will be responsible for payment of 50% of the cost of the living adjustment (COLA) for retirement not to exceed 3.1%.

D. Sick Leave Conversion.

Effective July 1, 2007, bargaining unit members may convert up to seventy-five percent (75%) of unused sick leave to retirement service credit at the time of retirement.

E. Retirement Enhancement.

For employees hired between July 7, 2003 and January 1, 2005, the retirement formula is 3% @ 55 for current bargaining unit employees. The parties agree to utilize 7.28% as the present actuarial value of the increased cost for the 3% @ 55 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.28% increase or 3.64%.

The parties are implementing this section in accordance with Section 31678.2 of the California Government Code. In accordance with this section, members shall pay the 3.64% as part of the contribution by the employer that would have been required if Section 31664.2 (3% @ 55 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e., going forward and backward).

This Agreement shall only be applicable to members who retire on or after the effective date of the resolution implementing this section of the Agreement or July 7, 2002.

For employees hired between January 2, 2005 and December 31, 2011, the retirement formula is 3% @ 50 for current bargaining unit employees. The parties agree to utilize 5.2% as the actuarial value of the increased cost for the 3% @ 50 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 5.2% or 2.6%. The parties are implementing this section in accordance with Section 31678.2 of the California Government Code. In accordance with this section, members shall pay the 2.6% as part of the contribution by the employer that would have been required if Section 31664.1 (3% @ 50 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e. going forward and backward).

This Agreement shall only be applicable to members who retire on or after the effective date of the resolution implementing this section of the Agreement on January 2, 2005.

If new retirement options, such as a hybrid option, become available to the County of Marin during the term of this agreement, the parties agree to re-open this section of the agreement.

F. Tier IV.

All Miscellaneous employees represented by the Association who work three-quarters time or more and are hired after January 1, 2013 are required to participate in Marin County Employee Retirement Association Tier IV. The Retirement Tier IV formula shall be 2% at 61 ¼ as stated in Cal. Gov. Code 31676.1. In Tier IV, the minimum age of eligibility is 55, the maximum COLA is 2% and there is a three year Final Average Salary (FAS).

Section XXII: Peace Officers Research Association of California (PORAC) Retiree Medical Trust

All eligible Regular Hire employees covered by this Agreement shall participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust. The trust shall be and remain separate and apart from any Employer health insurance funding program.

Effective as soon as administratively feasible, but no later than the pay period beginning April 5, 2020, eligible Regular Hire employees covered by this Agreement shall contribute to the Trust an amount equal to fifty dollars (\$50.00) per month for each month of employment, which the employer shall deduct through a payroll deduction. Individuals starting employment with the County in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

Effective the first full pay period of July 2020, eligible Regular Hire employees covered by this Agreement shall contribute to the Trust an amount equal to one hundred dollars (\$100.00) per month for each month of employment which the employer shall deduct through a payroll deduction.

Effective the first full pay period of July 2021, eligible Regular Hire employees covered by this Agreement shall contribute to the Trust an amount equal to one hundred and fifty (\$150.00) per month for each month of employment which the employer shall deduct through a payroll deduction.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the contribution amount in cash.

Upon retirement of a Regular Hire employee covered by this Agreement, the County will transfer into the PORAC Retiree Medical Trust, any of the employee's vacation leave cash out subject to the applicable rules of the Trust and/or the County. The Association has the right to alter the amount of salary deduction or the percentage of vacation leave balance contribution at separation from service during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Association's bylaws and applicable laws. Until such time as amended by the Association, any employee retiring from service shall transfer zero percent (0%) of his/her vacation leave cash out into the PORAC Retiree Medical Trust.

The Association shall pay for the administrative costs arising from the enrollment of the Association in the PORAC Retiree Medical Trust. The County shall not be required to pay any fees or make any contributions on behalf of individual employees, beyond those described in this section.

Section XXIII: Contingent Hire Employees

A. Hiring a Contingent Hire Into a Regular Hire Appointment.

A Contingent Hire employee who continuously occupies a position with a five-step salary range for one year (2,080 hours) shall, if thereafter appointed on a regular basis, be compensated at the second step of the salary range.

A Contingent Hire employee who continuously occupies a position with a three-step salary range for one year (2,080 hours) shall, if thereafter appointed on a regular basis, be compensated at the same step until he completes one year of service. A step increase will be granted after completion of one year's (2,080 hours) service.

B. Step Increases.

Contingent Hire employees shall be advanced from the first step in a five-step salary range the first day of the pay period following completion of 2,080 hours of total paid service. Eligibility for subsequent merit pay increases shall occur at intervals at 2,080 regular hours worked.

Contingent Hire employees shall be advanced one step in a three-step salary range the first day of the pay period following completion of 2,080, 4,160, and 6,240 hours of total paid service.

C. Service Break.

A Contingent Hire employee who worked full-time but is now hired on a part-time basis and who had less than a ninety- (90)-day break in services shall be compensated at the same salary step if rehired into the same classification.

Section XXIV: Peace Officer Standards and Training (P.O.S.T.) Certificate and Educational Incentive Programs

A. Peace Officer Standards and Training (P.O.S.T).

Regular Hire employees who possess an intermediate certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$325.00 per month, payable in biweekly payments of \$150.00 per pay period.

Effective the pay period beginning September 8, 2019, Regular Hire employees who possess an advanced certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$555.00 per month, payable in biweekly payments of \$256.15 per pay period.

Effective the first full pay period in July 2021, Regular Hire employees who possess an advanced certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$575.00 per month, payable in biweekly payments of \$265.38 per pay period.

Regular Hire employees are eligible to receive incentive payments as described above for possessing either the intermediate or advanced P.O.S.T. certificate but not for both.

Regular Hire employees receiving compensation under the P.O.S.T. Certificate Incentive Program remain eligible to participate in the Educational Incentive Program as described in Section XXIII.B and PMR 42.6 and any modifications to PMR 42.6.

B. Educational Incentive Program.

In order to assure high quality law enforcement services are provided to the residents of Marin County, to encourage Association members to continue to broaden their educational background and to provide recognition for those Association members who demonstrate interest in continuing their education and broadening their professional experience, Association members may participate in the County of Marin's Tuition Reimbursement Program as described by PMR 42.6.

Section XXV: Wages and Salaries

A. Salaries, Career Leaders, and Classification Structure.

It is the intent of the parties to this agreement that

1. Salaries will be adjusted to ensure that County remains competitive in the labor market for each series of classes as measured by benchmark or non-supervisor journey level positions in relation to counterparts in other competitive employment. The parties acknowledge that the active market may be within Marin County or, may extend statewide.

2. Salary Differentials.

Reasonable incentive differentials shall be maintained between each class in a series and reasonable relationships among related classes in different series.

3. Career Ladders.

Specific career ladders shall be maintained and extended to other series where, in County's judgment, such is feasible. This program shall be supported by budgetary position allocations which permit promotion through the ranks to the highest non-supervisory, non-specialized position in a series upon qualifying therefore.

4. Proper compensation, in accordance with these standards of existing County forces, takes precedence over expansion of the work force. The above standards will not be abrogated solely to achieve budget cuts.

B. Step Increases and Performance Evaluations.

1. Employees shall be eligible to receive a step increase within their salary range effective the first day of the pay period following completion of the specified time intervals if said step increase is supported by a satisfactory performance evaluation.
2. Regular-hire employees hired before August 14, 2016 shall be eligible for movement from step 1 to step 2 of their respective pay ranges the first day of the pay period following six months (1,040 regular hours) of satisfactory performance as documented by a written performance evaluation showing satisfactory or better performance. Movement from step 2 to higher steps in the range shall be after documented satisfactory performance and the completion of an additional twelve months (2,080 regular hours) of service in the class. Eligibility for subsequent merit pay increases shall occur after completion of an additional 2,080 regular hours of service in the class.
3. Regular-hire employees hired on or after August 14, 2016 shall be eligible for movement from step 1 to step 2 and to each successive step of their respective pay ranges the first day of the pay period following one year (2,080 regular hours) of satisfactory performance as documented by a written performance evaluation showing satisfactory or better performance.

C. Salaries and Equities.

1. Salaries

Effective the pay period beginning September 8, 2019, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

Effective the first full pay period of July 2020, the rate of pay for all classes and employees shall be increased by two and one-half percent (2.5%).

Effective the first full pay period of July 2021, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

2. Equity Adjustments

Represented employees in the Deputy Sheriff, Sheriff's Sergeant, Deputy Sheriff Trainee, Coroner's Investigator, District Attorney Investigator, and Supervising District Attorney Investigator classifications shall receive equity adjustments as follows:

Effective the pay period beginning September 8, 2019, the rate of pay shall increase by 2 and one-half percent (2.5%).

Effective the first full pay period in July 2020, the rate of pay shall increase by one and one-half percent (1.5%).

Effective the first full pay period in July 2021 the rate of pay shall increase by one percent (1.0%).

Represented employees in the Welfare Fraud Investigator classification shall receive equity increases as follows:

Effective the pay period beginning September 8, 2019, the rate of pay shall increase by one percent (1.0%).

D. Special Assessments Posting.

Specialty positions and assignments, including specialty instructors, must be posted at all stations and places of work assignment and open to all members.

Except in emergencies as determined by the Sheriff, a ten-(10) day advance posting of all openings for special assignments will occur for Sheriff's Sergeants and Deputy Sheriffs assigned to Detective, SRT, FTO/JTO, Identification Technician, Boat Patrol, Open Space Ranger, COPE, Taskforce, OES, and Dive Team. Application and/or exam process for special assignments for qualified members shall be determined by the Sheriff and not subject to challenge under the Personnel Management Regulations.

E. Bilingual Skills.

When the Sheriff designates that a particular language skill is needed and when it is approved by the Director of Human Resources, an individual may, after being tested and certified as language competent by the Human Resources Department, receive a 5.0% salary differential. Certification of bilingual skills will be effective for a one-(1) year period. Following one year, deputies may be required to be recertified.

F. Shift Differential.

Sheriff Department employees assigned to work after 7:00 p.m. shall be entitled to a 4% shift differential for any hours worked between 7:00 p.m. and 7:00 a.m. provided the employee works a minimum of four (4) hours during that listed time frame.

Section XXVI: Field Training Officer (FTO) Incentive Pay

Deputy Sheriffs and Sergeants designated to the role of Field Training Officer or Field Training Sergeant, or Facility Training Officer or Facility Training Sergeant, shall receive 5.0% pay differential for each whole hour served as a Field Training Officer or Field Training Sergeant, or Facility Training Officer or Facility Training Sergeant, while a recruit deputy sheriff is assigned to them for training, as in the case of a Field Training Officer or Facility Training Officer, or while a recruit deputy sheriff is assigned to their team, as in the case of a Field Training Sergeant or a Facility Training Sergeant.

The determination of the number of Deputy Sheriffs and Sergeants serving at any one time as a Field Training Officer or Field Training Sergeant, or a Facility Training Officer or Facility Training Sergeant, shall be made by the Sheriff.

Section XXVII: Reemployment

A regular employee who has passed his/her probation period and terminates County service under positive circumstances shall be eligible for re-employment without loss of certain benefits if re-employed within sixty (60) calendar days of termination. For the purposes of salary and seniority, the employee will be treated as if he/she were on a leave of absence without pay. Seniority shall be restored for the purposes of merit increase eligibility, vacation accruals, and reduction-in-force.

Section XXVIII: Probationary Period

All probationary periods as provided in PMR 35 and any modifications thereto shall be for 2,080 hours worked, except for Deputy Sheriff Trainees. For this class the probationary period shall be 2,080 hours and may be extended an additional 1,040 hours at the discretion of the department head without appeal. During the probationary period and/or the extension, the employee may be terminated at any time without right of appeal or hearing. Deputy Sheriff Trainees who have been promoted to the position of Deputy Sheriff and fail to pass the Deputy Sheriff probationary period are not eligible for demotion to the previously held position of Deputy Sheriff Trainee.

Section XXIX: Promotion

- A. When an employee receives a promotion or a step increase, the salary increase shall be 5%. In no event shall an employee receive more than the top step of the appropriate range. Otherwise, PMR 41 and any modifications thereto shall govern salary on promotion.
- B. Further step increases shall be calculated based on the date of promotion.

Section XXX: Strikes and Lockouts

During the term of this Agreement, County agrees that it will not lock out employees, and Association agrees that it 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. Association 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.

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

Section XXXI: Disciplinary Action Procedure

The Disciplinary Action Procedure shall be specified in PMR 47 and any modifications thereto. PMR 47 and any modifications thereto are hereby incorporated into this Agreement and are binding on all parties, except that if the parties mutually agree, an appeal of any suspension or more severe disciplinary action, as defined in PRM 47.7(c), may instead be submitted to an arbitrator. If the parties disagree about whether a termination shall be heard by an arbitrator, within 2 business days of the disagreement, either party may request mediation. Mediation shall be scheduled within 30 days of the initial request. The request for mediation does not preclude the department from scheduling an initial hearing date before the Personnel Commission. Mediation shall not be binding.

If the parties disagree about whether another severe disciplinary action, such as suspension or demotion, be heard by an arbitrator, the case shall be heard in front of the Personnel Commission, as articulated in PMR 47.

If the parties mutually agree to have the termination heard before an arbitrator, the decision of the arbitrator shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure. The arbitrator shall have the same limitations as listed in PMR 24.4.

Section XXXII: Grievance Procedure

Association members shall be afforded up to twenty-one (21) days from the incident giving rise to a grievance to attempt to resolve their issue prior to initiating the procedure specified in PMR 24. Nothing in this provision shall prevent members from immediately initiating the procedure specified in PMR 24 should they decide to do so.

A. Definition, Scope and Right to File

1. A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of:
 - a. Collective bargaining agreement.
 - b. County ordinances.
 - c. Resolutions.

- d. Rules.
 - e. Policies.
 - f. Regulations
 - g. Existing practices affecting the status or working conditions of County employees.
2. Selection appeals, disciplinary action, examination appeals, release from probation, complaints of discrimination, classification appeals, and the content of performance evaluations and reviews 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 has the burden of proof.
 4. A grievance may be filed by an employee organization only when claiming a violation within its scope of representation.
 5. If a grievance does not comply with XXXI A. 1 through XXXI A. 5, the grievance will not be processed at any step of the grievance procedure and shall be rejected.
 6. If it is asserted that a grievance does not include one of the required elements established in XXXI C. 1, the grievance form will be returned to the grievant. The grievant will have 14 days to correct the procedural deficiency and resubmit the grievance for processing.

B. Informal Grievance.

1. Within fourteen (14) calendar days of the event giving rise to a grievance or completion of the in-house resolution process, the grievant will 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 will be a prerequisite to the institution of a formal grievance.

C. Formal Grievance.

1. 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 fourteen (14) 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. The form must 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 ordinance(s), rule(s) or regulation(s), or contract language); Grievant must specify what provisions have been violated, misinterpreted, inequitably applied, or not complied with, and how such occurred.
 - 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; and
 - k. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.
2. Resolution Process.

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

a. Step 1:

Within three (3) 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.

b. Step 2:

- 1) If the grievance is not resolved in step 1 to the satisfaction of the grievant, he or 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 Human Resources Department in writing.
- 2) Within fourteen (14) calendar days after such notification, the County Administrator will begin the process of investigating the grievance, confer with persons affected and their representatives to the extent he or she deems necessary, and render a decision in writing within fourteen (14) calendar days of the conclusion of the hearing or findings of fact.
- 3) 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.

c. Step 3:

If the grievance is not resolved at step 2 to the satisfaction of the grievant or the County, a final appeal of the grievance to step 3 may be filed in writing with the Human Resources Department not more than seven (7) 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.

- 1) Alternative A. The grievance will be determined by the Personnel Commission. The decision of the Commission will be made in writing within sixty (60) 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.
- 2) Alternative B. This alternative may only be selected by the DSA. Individual grievants may not choose Alternative B. The grievance will be determined by an arbitrator selected by mutual agreement between the County and the DSA, provided that:
 - a) The County and the DSA agree on the issues to be arbitrated, or
 - b) The grievance pertains to the specific terms of an existing collective bargaining agreement.

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

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

- 3) 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.

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

1. 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.
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 Human Resources Department will act as a central repository for all grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
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 will be shared equally by the County and the DSA.
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 will result in forfeiture of the case and responsibility for payment of all costs of arbitration or the Personnel Commission.
6. The grievant's signature is required at each step of the grievance procedure.
7. A copy of the grievance will be provided to the department head at each step of the grievance procedure.
8. There will be no amendments of a grievance without the approval of both parties in writing.
9. 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 advisory only.

Section XXXIII: Fair Labor Standards Act (FLSA)

The County agrees to meet with the Association to discuss the FLSA if a violation of the Act exists.

Section XXXIV: Shooting Range Assignment

Range hours and days will be staggered in such a manner as to allow deputies to shoot while on duty whenever possible. Supervisors are responsible for ensuring, as prudent and reasonable, that personnel assigned to their shift are afforded reasonable time during their regularly assigned work period to attend range training during that regularly assigned shift.

Should it become necessary for an employee to attend range training outside their normally scheduled shift in order to maintain minimum firearms qualifications required by Department policy, two- (2) hours of overtime compensation shall be paid, irrespective of travel time required to attend the range or time spent at the range. That two (2) hour overtime compensation will, however, only be paid up to the maximum number of annual range qualifications required by Department policy. Any range qualifications made in excess of the minimum number of qualifications required by Department policy shall not be eligible for overtime compensation.

Section XXXV: Discrimination Complaint Procedure

The County and Association agree that the Discrimination Complaint Procedure as specified in PMR 21 and any modifications thereto is hereby incorporated under this Agreement and is binding on all parties hereto. Discrimination complaints are not grievable.

Section XXXVI: 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 County Personnel Management Regulation (PMRs) in accordance with any applicable requirements of the law.

Section XXXVII: 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.

Section XXXVIII: Term

This agreement shall be in effect from September 8, 2019 through June 30, 2022. It shall continue in effect thereafter from year to year unless either party gives (one hundred twenty) 120 days notice prior to June 30, 2022 or any yearly anniversary date thereafter to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2022 may be voided by operation of PMR 4 and any modifications thereto.

Section XXXIX: Superseding of Previous Agreements

This Agreement sets for the full and entire understanding of the parties regarding the matters set forth herein and any and all prior or existing collective bargaining agreements, understandings, and agreements, whether formal or informal, are hereby superseded and terminated in their entirety.

Section XXXX: Existing Practices and/or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the Board of Supervisors or as provided in the Marin County Code and which are referred to in the Agreement shall be provided in accordance with the terms of the Agreement.

Section XXXXI: Good Faith

It is the intent of the parties that ordinances, resolutions, rules, and regulations enacted pursuant to this Agreement and Addendum thereto be administered and observed in good faith.

Section XXXXII: Limits of Meet and Confer

Although nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this Agreement.

Negotiations on the changes or amendments desired shall begin as soon as possible following receipt of the notice. Every effort shall be made to complete such negotiations prior to the end of the contract term.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within agreement on this 10th day of June, 2020.

DEPUTY SHERIFFS' ASSOCIATION

COUNTY OF MARIN NEGOTIATION
COMMITTEE

[original signed]

[original signed]

RATIFIED:

APPROVED:

DEPUTY SHERIFFS' ASSOCIATION

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

[original signed]

[original signed]

ATTEST:

ATTEST:

Side Letter Agreement A

Re-Opener on Administrative Technologies of Marin (ATOM)

During the terms of this agreement, the County may re-open the agreement to meet and confer on the decision and/or impacts of the modifications that are required in order for the County to implement a new Enterprise Resource Planning system.

Side Letter Agreement B

Affordable Care Act Reopener (ACA)

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 will be subject to the excise tax. The purpose of the re-opener will be to address, among other things, 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 temporary employees and 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 Agreement C

Comparator Agencies

The parties agree to meet approximately one year before the expiration of the MOU to discuss the comparator agencies that will be used for the subsequent successor agreement.