

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

TEAMSTERS LOCAL 856

DEPUTY DISTRICT ATTORNEY UNIT

JULY 1, 2022 – JUNE 30, 2025

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN  
COUNTY OF MARIN  
AND  
TEAMSTERS LOCAL 856**

**JULY 1, 2022 – JUNE 30, 2025**

**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, 2022 through June 30, 2025. It shall continue in effect thereafter from year to year unless either party gives 120 days notice prior to June 30, 2025, or any yearly anniversary date thereafter, to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement may be voided in accordance with the procedures outlined in 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.

## **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) and may not be grieved under Article 5.1 of the Agreement.

### **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**

**Year 1:**

Effective the first full pay period in July 2022, or in the first full pay period following ratification by the Union and approval of the Agreement by the Board of Supervisors, whichever is later, the rate of pay for all classes and employees shall be increased by three- and one-half percent (3.5%).

**Year 2:**

Effective the first full pay period in July 2023, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

**Year 3:** Effective the first full pay period in July 2024, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

**2.1.2 Equity Adjustment**

Effective the first full pay period in July 2022, or in the first full pay period following ratification by the Union and approval of the Agreement by the Board of Supervisors, whichever is later, the rate of pay for the DDA I shall be increased by three (3.0%), the rate of pay for the DDA II shall be increased by four (4.0%) and the rate of pay for the DDA IV shall be increased by one (1%). Additionally, the County will align to increase steps 1-4 of the DDA III salary range with steps 1-4 of the County Counsel III salary range.

**Retention Bonus:** In recognition of years of service to the County, all regular hire employees on the books upon ratification by the Union of this Agreement, will receive a one-time, non-pensionable, \$1,000 retention bonus within 3 pay periods from the date of ratification or the first full pay period following approval by the Board of Supervisors, whichever is later. All regular hire employees who are on the books July 1, 2023, will receive a one-time, non-pensionable, \$1,000 retention bonus in the first paycheck of August 2023, in recognition of years of service to the County. Part time employees shall receive a prorated amount based on their FTE.

**Hard to Fill Bonus:** When a position is deemed “hard to fill”, as determined by Human Resources, after notification to the Union, new employees hired after July 1, 2022, shall be eligible for up to a \$2,500-\$10,000 signing bonus. “Hard to fill” generally means an approved open recruitment has been unfilled for six (6) months, or the approved recruitment needed to re-open more than once because the County was unable to hire a candidate for the opening, or the County can show a difficulty retaining employees in the classification, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split, and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.

**2.1.3 Bilingual Differential**

When a Department Head, with the approval of the Director of Human Resources, designates a position as requiring bilingual skills in a specific non-English language on a regular basis during the course of his/her workday, an employee in such a

designated position shall be eligible to receive a five percent (5%) bilingual salary differential based on his or her hourly pay rate for time spent using such skills, provided that the Human Resources department certifies the employee as proficient in the specific non-English language. Employees will demonstrate proficiency in the non-English language by successfully passing a language examination in the specified language. The bilingual salary differential payment to the employee will be discontinued when the Department determines that based on operation needs, the employee's position no longer requires non-English language skills, or when the employee no longer works in a position requiring non-English language skills.

**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 1<sup>st</sup> 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.

**CHAPTER III: FRINGE BENEFIT**

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

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.

**3.1.1 Fringe Benefits**

The following bi-weekly fringe benefit contributions shall be made by the County in calendar year 2022:

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe – Under 75k*	514.60	\$690.56	\$934.53
Bi-weekly Fringe – Over 75k*	514.60	\$677.66	\$908.74

\*Annual salary threshold to determine the County's fringe benefit contributions shall be *under/over \$77,000* for calendar year 2023, *under/over \$79,000* for 2024, and *under/over \$85,000* for 2025.

Effective in December 2022, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver Plan increase, from zero percent (0%) to six percent (6%) based upon the premium increase to the Kaiser Silver plan for all benefited employees at the employee plus one (1) and employee plus two (2) benefit levels.

Effective in December 2023 and December 2024, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver Plan increase, from zero percent (0%) to five percent (5%) based upon the premium increase to the Kaiser Silver plan for all benefited employees at the employee plus one (1) and employee plus two (2) benefit levels.

Any 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, provided that they were hired before July 1, 2018, and they received cash back as of July 1, 2018.

Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level in Plan Years 2023, 2024 and 2025: If the biweekly premium at the Kaiser Silver employee-only level in plan years 2023, 2024 and/or 2025 exceeds the County's biweekly fringe contribution at the employee-only level (i.e., \$514.60 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver and mandated employee only dental, vision and basic life insurance, for all represented employees who enroll in employee-only medical plans.

### **3.1.2 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.

### **3.1.3 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.

### **3.1.4 Waiver of Participation**

During open enrollment or within 30 days of a qualifying event, 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 shall use the fringe benefit package to pay for mandated benefits and may receive up to one hundred dollars (\$100) cash back per pay period.

### **3.1.5 Flexible Spending Account (FSA)**

Members of the Association may participate in the County's flexible spending accounts including:

1. DCAP-Dependent Care Assistance Program
2. Health Flexible Spending Account

### **3.1.6 Teamsters Local Union 856, Health and Welfare Trust**

For the term of July 1, 2022 through June 30, 2025 Agreement, the County of Marin ("County") agrees to participate in the Teamsters Local Union No. 856 Health and Welfare Trust ("Teamsters Trust") for the sole purpose of offering to its employees the Teamsters Trust's Anthem Preferred Provider Organization plan ("Anthem PPO" or "Teamsters Plan").

### **3.1.7 Retirement Contribution**

An employee's date of membership in the Marin County Employees' Retirement Association ("MCERA") will determine the appropriate pension tier and the calculation of retirement allowance.

### **3.1.8. Single and Double Supplemental Life Insurance**

Employees may enroll in single or double supplemental life insurance, and may use County fringe contributions towards this enrollment, where available. IRS rules governing imputed income will apply.

### **3.1.9. Long Term Disability**

Employees may enroll in long-term disability insurance and may use County fringe contributions to pay for this benefit, where available.

### **3.1.10. Health Care Committee**

In September 2022, Teamsters and the County shall meet and confer regarding health, dental, and vision plans as part of a health care committee. Neither party shall be permitted to impose any plan, any increase and/or decrease in employee cost toward fringe benefits, nor impose any increase and/or decrease to any benefit conferred on employees pursuant to this Agreement as part of these discussions.

## 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

Each regular full-time employee shall be entitled to accrue vacation credit based upon the full-time FTE in accordance with the following schedule. Regular part-time employees will accrue pro-rated vacation credits based upon the part-time FTE. Vacation credit shall be expressed and accrued at the hourly rates shown.

Months of Service	Hourly Standard Accrual	Maximum Workdays Per Year
12 through 36 months	.0385	10
Greater than 36 through 120 months	.0577	15
Greater than 120 months through 240 months	.0770	20
Greater than 240 months through 360 months	.0962	25
Greater than 360 months	.1154	30

### 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 an/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.

During a declared disaster and/or emergency, Teamsters and the County shall meet and confer (over impacts) within five (5) business days to discuss whether the accumulation cap should be temporarily suspended.

### **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 in Article 3.4 Sick Leave.

### **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 thirty-first day of March
- E. The last Monday in May

- F. The nineteenth day of June
- G. The fourth day of July
- H. The first Monday in September
- I. Veteran's Day as designated by federal law
- J. Thanksgiving Day
- K. The Friday immediately following Thanksgiving Day
- L. December 25

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

- A. Definition: Personal leave is paid leave which shall be accrued as outlined in Section C, below. Personal leave usage is granted at the sole discretion of an employee's department head or his/her designee.
- B. Eligible Employees: Regular employees, except temporary employees, shall be granted and accrue personal leave. Regular employees employed on a part-time basis may be entitled to personal leave, but shall accrue it on a pro-rata basis.
- C. Manner of Accrual: Each regular employee shall be eligible to receive personal leave not in excess of 80 hours per fiscal year which must, if allowed, be taken during the same fiscal year. Each regular employee on the payroll as of July 1<sup>st</sup> shall be credited with 80 hours personal leave for that fiscal year. Employees newly appointed between July 1 and October 31 shall be credited with 80 hours personal leave for that fiscal year. Any such employee appointed between November 1 and February 28 (29) shall be credited with 40 hours personal leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with 8 hours of personal leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no personal leave for that fiscal year.
- D. Use of Personal Leave: Personal leave may be taken at any time during the fiscal year after accrual, subject to the scheduling procedure as outlined in Article 3.2 Vacation.
- E. No Carry Over of Personal Leave: Personal leave shall not carry over from one fiscal year to the next. When an employee terminates, there shall be no compensation for unused personal leave.

### **3.5.1 Disaster Leave**

The County will approve up to three (3) working days paid administrative leave in any twelve (12) month period when the employee's primary residence located in California is rendered uninhabitable due to fire, flood, or earthquake. Requests must be approved by the CAO. Documentation must be provided within a reasonable period of time. If adequate documentation is not provided, leave will be charged against any of the employee's other paid time accruals.

## **Article 3.6 Minimum Retirement Age**

### **3.6.1 Minimum Retirement Age**

The minimum retirement age for employees in miscellaneous Retirement Tier III is fifty (50), with the appropriate requirements.

Employees hired on or after July 1, 2009 and eligible for retirement benefits will be in Retirement Tier III A, which has a minimum retirement age of fifty-five (55) with the appropriate requirements.

Employees hired after January 1, 2012 and eligible for retirement benefits will be in Retirement Tier IV, which has a minimum retirement age of fifty-five (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, classification 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); or email address;
  - 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 (electronic signature is acceptable); and
  - 11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative (electronic signature is acceptable).
- 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 twenty-one (21) 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. This alternative is reserved for the Union alone. Individual grievants may not choose 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. A copy of the grievance will be provided to the department head at each step of the grievance procedure.
- G. There will be no amendments of a grievance without the approval of both parties
  - a. in writing.

- H. 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 and will stay the timelines for processing the grievance until such mediation is concluded.

## **CHAPTER VI: UNION RIGHTS/SECURITY**

### **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 Notice and Dues Deduction**

### **6.2.1 Notice to Employees / New Employee Orientation**

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. The County shall provide the Union written notice of County-wide new employee orientations whether in person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Union shall be permitted to meet with new hire employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. No representative of the bargaining unit's management shall be present during the Union's presentation. The Union shall provide the County at least five (5) business days prior to the orientation any materials for the County to distribute to new employees at the orientation. The County shall distribute such materials to employees at the orientation. If the Union staff are unavailable to attend the orientation, the County shall grant release time to one (1) union steward to attend

the orientation, provided at least 48-hours' notice has been given to the steward's supervisor. Said release shall be granted, subject to the supervisor's judgement as to the maintenance of minimum work forces at all time, peak workload coverage and/or general departmental and public convenience.

### **6.2.2 Dues Deduction**

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

### **6.2.3 Revocation**

Employee requests to cancel or change such deductions must be directed to the Union rather than to the County. The County will direct to the union any employee who desires to revoke their authorization for Union membership. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the Teamsters membership card/authorization form, or, for employees whose membership card/authorization form does not provide terms of revocation, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. It is understood that if an employee does not revoke their authorization for Union membership in accordance with the above, dues shall continue to be deducted from the employee's earnings.

### **6.2.4 Indemnification**

The Union shall indemnify, hold harmless, and defend the County, its officers and employees against any and all claims, demands, suits or any other action, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the County's compliance with this section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the County shall promptly give written notice of any claim, demand, suit or other action for which the County is seeking defense and/or indemnification to the Union, (ii) the County shall provide assistance reasonably requested for the defense of the claim; and (iii) the Union has the exclusive right to appoint and direct counsel, control the defense or settlement of the claim/action or proceeding and determine whether any such action or proceeding shall or shall not be tried and/or appealed; provided, however, that the County shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle

or otherwise resolve any claim or action in a way that obligates the County in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the County, or agreeing to any injunctive relief or consent decree being entered against the County, without the consent of the County. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the County. In no event shall the County be required to pay from its own funds Union dues or fees which the employee was obligated to pay, but failed to pay, regardless of the reason.

### **Article 6.3 Personnel Listing**

On a monthly basis, the County shall provide the union with an electronic copy of each regular personnel listing which contains the names of all employees in the bargaining unit, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, home address, dates of employment, classification, rates of pay, and terminations. This personnel listing shall be sent via email to the Teamsters 856 Membership Coordinator.

## **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.
- L. Determine and modify the organization of County government and its constituent work units

- M. Establish employee performance standards and to require compliance therewith.
- N. Make and implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- O. Contract out and transfer work out of the bargaining unit.

**7.1.2 Waivers**

The Union agrees to waive its right, if indeed there ever was such a right, to negotiate or meet and confer concerning: decisions, procedures and rules of the Personnel Commission and the Board of Retirement, so long as any action taken by such Board or Commission takes place after a public hearing, during which the Union may testify.

**CHAPTER VIII. SETTLEMENT INTENT**

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires June 2022 or with MAPE if they agree to a contract extension in 2022, and the County provides that union a negotiated General Cost of Living Salary increases (not including class specific equity adjustments) and/or any additional non-unit specific one-time payments, which are cumulatively greater than those to which the parties have agreed herein, the County agrees to provide the higher COLA\* or one-time payment to Teamsters DAs, unless the negotiated salary increase is part of a package proposal. In such an event, Teamsters DAs can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession. \*COLA increase received by the other bargaining units in 2021 will be included in the analysis of whether a unit has received a higher cumulative COLA. In keeping with the goal of establishing parity in the County among the attorney classes (I, II, III, IV) if salaries of comparable attorney classes at the County (Public Defender and/or County Counsel) are increased more than the negotiated increases herein during the term of this Agreement (2022-2025), the Deputy District Attorneys will be increased accordingly.

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires in June 2022 or with MAPE if they agree to a contract extension in 2022, and the County provides an increase to the fringe benefit package that is greater than the fringe benefit changes to which the parties have agreed herein, Teamsters DAs may elect to substitute the higher Fringe Benefit Package for the fiscal years of the Agreement, unless the negotiated fringe benefit increase is part of a package proposal. In such an event, Teamsters DAs can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

TEAMSTERS LOCAL 856  
DEPUTY DISTRICT ATTORNEY

COUNTY OF MARIN



**SIDE LETTER AGREEMENT  
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)**

**Affordable Care Act (ACA)**

During the terms of this agreement, the County may reopen the agreement to meet and confer over the excise tax scheduled to be imposed on health care premiums under the Federal Affordable Care Act. The purpose of the re-opener will be to include plans that would help employees avoid the excise tax, but it is not intended to eliminate the HMO option currently offered. The intent of the re-opener is not to increase the County contribution to offset the excise tax for employees.

**SIDE LETTER AGREEMENT  
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)**

**Market Equity/Salary Survey Committee Side Letter**

**A. MARKET EQUITY ISSUES**

In the event that Teamsters Local 856 (Union) believes a recruitment and/or retention issue may exist for a particular classification as a result of external market salary issues, the Union has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, the Union must present data to support that recruitment and/or retention issues exist. Human Resources in collaboration with the Union will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, Human Resources may submit the findings to the County Administrator. The County Administrator, at their sole discretion, will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the Board of Supervisors for approval.

**B. SALARY SURVEY COMMITTEE**

The parties agree to participate in a Salary Survey Committee during the term of this Agreement. (2022-2025). The Salary Survey Committee shall meet no more than three (3) times per year, unless additional meetings are mutually agreed upon. The parties shall endeavor to create a mutual understanding regarding the comparator agencies the County will use to conduct its salary survey for the subsequent successor Agreement.

In order to facilitate such understanding, the County and the Union agree:

- To review the comparable jurisdictions in the DDA defined labor market and to consider whether modifications to said market are appropriate.
- To review the comparable classes and/or benchmark to be used in the salary survey for the subsequent successor Agreement in advance of survey compilation.
- To review minimum qualifications as necessary.
- To keep joint minutes of all meetings. Responsibility for minutes shall alternate between the County and the Union.

The Salary Survey Committee shall be composed of six (6) members consisting of three (3) members of the Union and three (3) members of the Human Resources Department or designees. The parties may mutually agree to bring additional subject matter experts on an as needed basis.

**SIDE LETTER AGREEMENT  
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)**

**Re-opener – 125 Benefits Plan**

**In the event that it becomes necessary for the County to make adjustments to the section 125 plan(s) to qualify or maintain the plan(s) as meeting the legal requirements of section 125 of the Internal Revenue Code the parties agree to re-open on that subject to bring the plan(s) into legal compliance.**

**SIDE LETTER AGREEMENT  
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)**

**PMR Revisions**

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

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. Discussions / negotiations may be conducted jointly with other employee organizations provided there is agreement by the County and the individual employee organizations. This process shall begin as soon as practicable during 2011 or 2012. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.