

COLLECTIVE BARGAINING AGREEMENT

MARIN ASSOCIATION OF PUBLIC EMPLOYEES GENERAL  
BARGAINING UNIT

AND

THE COUNTY OF MARIN

September 19, 2021 – June 30, 2024

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# **COLLECTIVE BARGAINING AGREEMENT**

## **MARIN ASSOCIATION OF PUBLIC EMPLOYEES GENERAL BARGAINING UNIT & THE COUNTY OF MARIN**

**September 19, 2021 – June 30, 2024**

### **Chapter 1: 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 Marin Association of Public Employees (MAPE), General Bargaining Unit, (hereinafter called "Union") and shall apply to all employees of the County working in the classifications and bargaining units set forth herein and as may be amended.

If a provision of the County's Personnel Management Regulations is in conflict with a provision of this Collective Bargaining Agreement, to the extent of such conflict, the provision of the Collective Bargaining Agreement shall be controlling.

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

##### **1.1.2 Term**

This Agreement shall be in effect from September 19, 2021 through June 30, 2024. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice prior to June 30, 2024, or any yearly anniversary date thereafter, to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement after June 30, 2024 may be voided by any operation of Personnel Management Regulation (PMR) 4.

## **Article 1.2 Recognition**

### **1.2.1 Bargaining Units**

County hereby recognizes Union as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees within the following bargaining units:

- Unit MA01 – General Clerical and Related Clerical Technicians Unit
- Unit MA02 – Trades, Vocational, Custodial Unit
- Unit MA03 – Public Services and Related Unit
- Unit MA04 – Technical Services, Regulatory, and Related Unit
- Unit MA16 – Public Defender Attorneys

For the job classes included in these units, see Attachment A.

The parties agreed to submit to the Personnel Commission a joint unit modification petition to move the Behavioral Health Care Assistants from the General to the HHS bargaining unit.

### **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 citizens of Marin County.

### **1.2.3 Notice to Employees**

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

### **1.2.4 Available Copies**

Both County and Union agree to keep duplicate originals of this Agreement on file in a readily accessible location, available for inspection by any County employee, or member of the public, upon request.

## **Article 1.3 Concerted Activities**

### **1.3.1 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 association 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.



### **1.3.2 Injunctive Consent**

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

## **Article 1.4 Discrimination**

### **1.4.1 In General**

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 and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).

### **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 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 not be affected thereby, and the parties shall 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.

## **Article 1.6 Defined Standard Workday, Workweek, and Other Time Intervals**

### **1.6.1 Application**

The meaning of terms utilized in this Agreement shall be established as follows in this Article.

### **1.6.2 Standard Workday, Workweek and Biweekly, Six-Month, and Annual Periods**

The standard work day, workweek, biweekly period, six-month period and annual period is identified for each classification in the appendix.

## **Article 1.7 Pro-Rata Rules**

### **1.7.1 General**

Unless otherwise specified, the provisions of Chapter 2, "Wages," Chapter 3, "Fringe Benefits," and Chapter 4, "Terms and Conditions," are expressed as full-time Regular Hire.

### **1.7.2 Pro-Rata Rules**

Contingent Hire (Extra Hire) employees, when applicable, and 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.

## **Chapter 2: Wages**

### **Article 2.1 Salary Increases**

#### **2.1.1 General Increases**

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

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

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

#### **2.1.2 Deputy Public Defenders**

Salaries for each level of Deputy Public Defender shall be the same as salaries for each level of Deputy District Attorney.

The fringe benefit formula for the Deputy Public Defenders shall be equal to that of the Deputy District Attorneys and Deputy County Counsel Attorneys. However, in the event that the fringe benefit formula for the Deputy District Attorneys or Deputy County Counsel Attorneys is reduced, the County agrees to reopen negotiations on this issue with the Deputy Public Defenders.

### **2.1.3 Salary Equity Adjustments**

Effective September 19, 2021, the rate of pay for the following job classifications will be increased as follows:

Sign Fabricator	4.88%
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The County will complete a salary survey for benchmark classifications by March 31, 2022. For this round of salary surveys only, the County will use the jurisdictions described below. The parties will meet and confer only on the classifications that are below market AND/OR classifications with demonstrated recruitment problems. The County will make adjustments up to a maximum of \$250,000 for all three MAPE contracts (i.e., General Unit, HHS Unit and Nurses) ongoing for the salary survey. The adjustments will be effective the first full pay period of July 2022.

The following agencies will be surveyed:

Counties: Alameda, Contra Costa, Napa, San Francisco, San Mateo, Solano, and Sonoma  
Cities: San Francisco, Berkeley, Novato, Palo Alto, San Rafael, Santa Rosa, and Vallejo

### **2.1.4 One-time payment**

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

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

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

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

## **Article 2.2 Step Increases**

### **2.2.1 Effective Date**

Employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified conditions set forth in this article.

### **2.2.2 Promotions and Salary-Step-Increase Percentages**

When an employee receives a promotion, the salary increase shall be no less than five percent (5%) except that in no event shall an employee receive more than the top step of the appropriate pay range. An employee's anniversary date shall change upon promotion. A department may request an advance step appointment upon promotion subject to review by Human Resources and approval by the County Administrator's Office.

### **2.2.3 Eligibility**

An employee shall be eligible for a step increase upon completion of the probationary period and the annual period thereafter, except as specified in Section 2.2.2., if said step increase is supported by a performance evaluation and all other requirements are met.

### **2.2.4 Performance Evaluation Required**

A performance evaluation that meets standards is required for advancement to each successive step of the pay range. Employee performance will be evaluated on the County's regular performance evaluation document in accordance with County rules, regulations and policy. Employees may choose to discuss performance evaluations with their department heads and formally enter a response to the evaluation in writing in their personnel file.

Performance evaluations shall be completed by a supervisory or management employee who is in a position to directly observe the employee's work. Performance evaluations shall not be placed in a personnel file without an opportunity for prior discussion between the employee and the supervisor, shall not contain unverified statements from anonymous sources and in any area rated "Unsatisfactory," shall have attached reasons stated by the supervisor in the commentary section and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

### **2.2.5 Contingent Hire (Extra Hire) Conversion**

A Contingent Hire (Extra Hire) employee who continuously occupies a position, if thereafter appointed on a regular hire basis, shall have the anniversary date of step increases calculated from the first (1st) day of current Contingent Hire (Extra Hire) employment.

### **2.2.6 Contingent Hire (Extra Hire) Step Increases**

Contingent Hire (Extra Hire) employees may be advanced one (1) step in a salary range the first (1st) day of the pay period following completion of total paid service equivalent to the probationary period or annual period set forth for Regular Hire employees in the same classification

## **Article 2.3 Probationary Periods**

### **2.3.1 In General**

All probationary periods, as provided in Personnel Management Regulation 35, shall be one (1) year (annual period).

### **2.3.2 Transfer**

A permanent employee transferring from one department to another in the same or similar classification (as determined by the Director of Human Resources) shall serve a three (3) month probationary period in the new department. A permanent employee failing to pass the probationary period provided herein shall be allowed to return to the employee's original department in the original class, bumping out any less senior incumbent employee in that class.

### **2.3.3 Performance Evaluation**

All probationary employees (either new hire or promotional) shall be evaluated not later than the end of their third (3rd) month of probationary service and again not later than the end of the fifth (5th) full month of such service. For positions requiring a twelve (12) month probation period, an evaluation shall be made no later than the end of the eleventh (11th) month of such service.

## **Article 2.4 Specified Wage Adjustments**

### **2.4.1 Temporary Promotions**

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

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

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

The granting and/or discontinuance of a temporary promotion shall not be subject to the grievance procedure. Otherwise, PMR 41.3 shall govern temporary promotion.

## **2.4.2 Shift Differentials**

The County agrees to pay a five-percent (5%) shift premium for swing-shift work and a ten-percent (10%) shift premium for graveyard work based on the employee's assigned step of the salary range. Shift differentials shall not be included within the base rate of pay but shall be added to the base rate of pay under the conditions specified in this section. Employees working between the hours of 5:00 p.m. and 8:00 a.m. for their own convenience are not eligible for a shift differential. Shift differentials will not be paid to employees while on vacation or other leave status. Employees must work a minimum of four (4) hours within the defined shift to qualify for the shift differential. Shift differentials will only be paid under the following conditions:

1. Swing Shift: for all hours worked on a regularly assigned work shift in which four (4) or more hours of the shift fall between 5:00 p.m. and 10:00 p.m.
2. Graveyard Shift: for all hours worked between 10:00 p.m. and 8:00 a.m. when four (4) or more hours of the regularly assigned shift fall between 10:00 p.m. and 8:00 a.m.

## **2.4.3 Hazardous Material Incident Response**

The parties agree that up to four (4) employees of the Environmental Health Specialist class series will, on a volunteer basis, be available to respond to hazardous-material incidents threatening public safety in Marin County. The County's acceptance of an employee willing to volunteer for this special-duty assignment is contingent on the Director of Public Works certifying that the employee is adequately trained and sufficiently knowledgeable with techniques for testing and monitoring the safe handling and cleaning up of hazardous materials and the employee committing to a minimum of one (1) year of duty in the assignment.

1. Written rules and procedures will be provided to employees regarding their duties and responsibilities in the assignment.
2. Employees selected for the Hazardous Material Incident Response Team will be compensated according to the standby (4.2.7) and minimum call-back (4.2.6) language in Article 4.2, "Overtime."
3. Each member of the hazardous-waste team will periodically be required to undergo a baseline medical examination. The complete cost for such medical examination will be borne by the County. Members comprising the current hazardous-waste team will be scheduled by the department for a medical examination.

## **2.4.4 Bilingual-Skills Pay**

When a Department Head, with the approval of the Director of Human Resources, designates a position or assignment as requiring bilingual skills in a specific second language on a regular basis during the course of his/her workday an employee in that designated position or assignment who has first demonstrated proficiency, by being tested and certified as determined by Human Resources, shall be eligible to receive a five (5%) percent salary differential based upon his or her base hourly rate of pay.

Upon the separation of the employee from that position or assignment requiring designated bilingual skills, upon change in assignment such that the skills are no longer needed on a regular basis as

described above, or upon the failure of the employee to satisfactorily provide bilingual services, the salary differential payment to the employee will be discontinued.

This differential is not authorized for minor or incidental use of a second language. The differential will be authorized where the bilingual skills are used on a regular basis for providing necessary County services as determined within the sole discretion of the County.

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

#### **2.4.5 Temporary Special Assignment Pay**

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

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

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

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

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

#### **2.4.6 Communication Dispatch Training Officer**

Communications Dispatchers (0906) designated to the role of Communications Training Officer (CTO) shall receive 5.0% pay differential for each whole hour served as a CTO while a Communications Dispatcher Trainee is assigned to them for training. The determination of the number of Communications Dispatchers serving at any one time as a CTO shall be made by the Sheriff and is not subject to the grievance process.

Supervising Communications Dispatcher (0905) shall receive a 2.5% pay differential while a Communications Dispatcher Trainee is on the same shift.

#### **2.4.7 Jail Assignment Differential**

Employees in the Senior Custodian, Custodian, Environmental Compliance Specialists, Building Maintenance Worker Trainee, Building Maintenance Worker I, Building Maintenance Worker II, Building Maintenance Worker III, Maintenance Electrician, Senior Maintenance Electrician, Stationary Engineer, Clinical Psychologist I and Clinical Psychologist II classifications will receive a ten percent (10%) hourly assignment differential when assigned to work in the County Jail.

#### **2.4.8 Bookmobile Differential**

Effective October 3, 2021, employees in the Mobile Library Assistants and Community Library Specialists classifications will receive a 5% differential for the shifts assigned to drive the bookmobile and other mobile libraries and who are required to have a commercial driver's license (Class B).

### **Chapter 3: Fringe 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.

#### **Article 3.1 Medical, Dental, Life and Retirement Benefits**

##### **3.1.1 Continuation**

The benefits in the past Agreement terminating June 30, 2021 shall remain in effect, except for the benefit changes that were agreed to occur during this contract term.

##### **3.1.2 Fair Distribution**

The County and Union agree that the agreed to changes in the medical, dental, life, retirement and supplemental benefits resolves any question of fair distribution of benefits between employees of different benefit levels and coverage and that this package represents a sound contribution to the fringe benefit coverage of all County employees represented by the Union.

##### **3.1.3 Non-Stated Benefits**

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

Fringe benefits shall only apply to Regular Hire employees who work at least half time unless the Agreement language specifically mentions Contingent Hire (Extra Hire employee) coverage.



### 3.1.4 County Contribution

#### Bi-Weekly Fringe Benefits

Regular Hire employees enrolled in a County medical plan and in fringe Groups MA01, MA02, MA03, MA04, MA16 receive bi-weekly fringe benefit payments beginning in December 2021 for calendar year 2022 as follows:

	Biweekly Payment Annual Salaries At/Above \$75,000	Biweekly Payment Annual Salaries Below \$75,000
Employee Only	\$514.60	\$514.60
Employee + 1 Dependent	\$645.39	\$657.68
Employee + Family	\$865.47	\$890.03

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

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

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

An employee who enrolls in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of the employee's bi-weekly fringe benefit package provided that they were hired before July 1, 2018 and they received cash back as of July 1, 2018.

### **3.1.5 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 Chapter on a pro-rata basis.

### **3.1.6 Employees Working Less Than Half-Time / Contingent Hires (Extra Hires)**

All Regular Hire employees normally assigned to work less than half of a pay-period who do not qualify under Section 3.1.5 above and all employees with Contingent Hire (Extra Hire) status are only eligible for medical benefits as provided by Board of Supervisors Resolution adopted on October 8, 2013, which is also described in PMR 42.

### **3.1.7 Waiver of Participation**

During open enrollment or within 30 days of a qualifying event (as defined by the County of Marin Section 125 Plan), any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides 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 (\$100.00) cash back of any remaining unused amount of their biweekly fringe benefit package. Otherwise, effective December 16, 2007, there will be no additional cash back provided.

### **3.1.8 Domestic-Partner Coverage**

A Regular Hire, benefits-eligible employee may enroll a registered domestic partner and/or the children of a registered domestic partner in the County's benefits plans, including medical, dental, vision, and dependent life insurance under the same conditions that apply to spouses and dependent children. The employee will be responsible for all taxes incurred under rules set by the Internal Revenue Service (IRS) and the Franchise Tax Board regarding imputed income.

### **3.1.9 Long-Term-Care Insurance**

The County will provide long-term-care insurance provided the employee picks up the cost of premiums.

### **3.1.10 Dependent Care Assistance Program**

The County agrees to continue a Dependent Care Assistance Program (DCAP) such that employees may set aside monies therefore under IRS Section 125.

### **3.1.11 IRS Section 125 Plan**

Fringe benefits covered under the IRS Section 125 plan allow employee-paid premiums to be paid with pre-tax dollars except for IRS rules governing imputed income.

### **3.1.12 Long-Term Disability Insurance**

Long-term disability insurance is part of the Union-represented employees' fringe-benefits allocation.

### 3.1.13 Single- and Double-Supplemental Life Insurance

Union-represented employees may enroll in single- or double-supplemental life insurance. IRS rules governing imputed income will apply.

### 3.1.14 Open Enrollment

The County will provide an open-enrollment period on an annual basis to allow employees to make changes in their health-insurance plan. Employees may also apply to add long-term-disability and single- or double-supplemental life insurance subject to review and approval of the insurance carrier.

### 3.1.15 Flexible Spending Account (FSA)

The County offers a flexible spending account in accordance with IRS Section 125 to allow employees to set aside pre-tax dollars by payroll deduction for approved medical expenses up to a limit set by the County and not to exceed IRS-set limits.

### 3.1.16 Teamsters Local Union 856, Health and Welfare Trust

For the term of the September 19, 2021 through June 30, 2024 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").

#### Future Renewals

Upon the County's receipt of the renewals for its health plans for subsequent plan years (e.g., the Teamsters Trust Anthem PPO Plan ("Teamsters Plan"), Kaiser Permanente ("KP"), and Western Health Advantage ("WHA"))<sup>1</sup>, if the Teamsters Plan's required renewal premium rates exceed each of the competing carriers (e.g., KP and WHA) renewal rates by more than 15.0%, the Teamsters Plan will be automatically discontinued as an offering to all County of Marin participants as of January 1<sup>st</sup> of the immediately following calendar year. The calculation to determine the total cost of each plan will be:

$$\text{(Employee only total enrollment x health plan employee only monthly rate)} + \text{(Employee+1 total enrollment x health plan employee + 1 monthly rate)} + \text{(Employee+family total enrollment x health plan employee + family monthly rate)} = \text{Plan cost}$$

To eliminate enrollment (i.e., rate tier) differences, the same enrollment figures will be used for all Plans. The County's total combined enrollment in its health plans (e.g., Teamsters Plan, WHA and KP), excluding Medicare, will be used in calculating the aggregate rate difference for the Teamsters Plan compared to the competing plans (e.g., WHA and KP). To isolate the true sustainability aspect of the plans, the total premium rates will be used for this calculation.

**CALCULATION:** All of the County's health plans will have their total combined enrollment multiplied by each health plan's renewal rates. For Kaiser, the comparison will be to its highest cost plan (e.g., Plan L). If the Teamsters Plan renewal's monthly premium is the highest by more than 15%, the

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<sup>1</sup> These plans are named for comparison purposes only. Should the County offer health plans that differ from the ones listed, the 15% figure will be based upon the rates of the health plans the County intends to offer. Naming of the plans is illustrative only of the current make-up of the County health plans and is not intended to be deemed as having been bargained.

County will discontinue offering the Teamsters PPO plan to County of Marin participants effective January 1<sup>st</sup> of the immediately following calendar year.

**ILLUSTRATIVE EXAMPLE OF THE CALCULATION:**

**Enrollment:**

	Employee only	Employee + 1	Employee + family
Teamsters Plan	250	250	50
WHA	50	20	10
Kaiser (combined Plan L and Plan S, excluding Medicare retirees)	1200	500	500
<b>Total Enrollment</b>	<b>1500</b>	<b>770</b>	<b>560</b>

**Illustrative Monthly Rates:**

	Employee only	Employee + 1	Employee + family
Teamsters Plan	\$745	\$1490	\$2085
WHA	\$780	\$1560	\$2080
Kaiser (Plan L)	\$790	\$1580	\$2100

**CALCULATION:**

To calculate the comparative costs, multiply the above rates by the above total enrollment:

(Employee only total enrollment x health plan employee only monthly rate) + (Employee+1 total enrollment x health plan employee + 1 monthly rate) + (Employee+family total enrollment x health plan employee + family monthly rate) = Plan cost

Teamsters PPO: \$3,432,400 (lowest cost of the 3, excluding the lower cost KP Plan, Plan S)

Western Health Advantage: \$3,536,000 (+3.0%)

Kaiser Permanente Plan L: \$3,577,600 (+4.2%)

**ILLUSTRATIVE RESULT:** Based on the above illustrative example, the Teamsters PPO plan is less than the most expensive plan (Kaiser Plan L) by approximately 4% and the County would not exercise its right to automatically cease participation in the Teamsters Plan.

**Article 3.2 Retirement**

**3.2.1 In General**

All employees who work seventy-five percent (75%) or more of full time and are less than sixty (60) years old at the time of hire shall be members of the Marin County Retirement Plan (MCERA) governed by the "County Employees Retirement Law of 1937." Eligible employees hired prior to July 1, 1980 were enrolled in Tier 1 unless they elected the conversion option to Tier II. Eligible employees hired on or after July 1, 1980 were enrolled in Tier II. Eligible employees hired on or after

July 7, 2002 shall be enrolled in Tier III. (Note: Employees hired between July 1, 1980 and July 7, 2002 were enrolled in Tier III, effective July 7, 2002, except for those employees who chose the option by irrevocable decision to remain in Tier II when Tier III was established.) Eligible employees hired on or after January 1, 2012 shall be enrolled in Tier IV. Eligible employees hired on or after January 1, 2013, shall be enrolled in PEPRA Tier V.

Unless required to do so by law, County shall not revise any benefit provided by the retirement system to employees or to any other persons 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 the Union on behalf of a bargaining unit.

### **3.2.2 Tax-Free Retirement Contribution**

No federal or State taxes will be withheld by the County from the employee's pay check on the amount the employee contributes to retirement.

### **3.2.3 Retiree, Medical and Dental Benefits**

#### Benefit Plan #1

Eligibility: Membership date prior to October 1, 1987, five (5) years of credited County service and continuity of coverage.

Level of Benefits: One hundred percent (100%) payment of medical and dental premiums for retiree. Dependent coverage available paid by retiree.

#### Benefits Plan #2

Eligibility: Membership date prior to October 1, 1993, five (5) years of credited County service and continuity of coverage.

Level of Benefit: Association pays two thousand two hundred seventy-five dollars (\$2,275) per year for medical premiums, dental premiums and Medicare reimbursement. Any excess cost is paid by retiree. Dependent coverage is available paid by retiree.

#### Benefit Plan #3

Eligibility: Membership date on or after October 1, 1993 or eligibility for Benefit Plan #1 and/or #2 and five (5) years of credited County service and continuity of coverage.

Level of Benefit: Medical and dental premiums are paid subject to years of credited County service (exclusive of Golden Handshakes and Public-Service Buybacks). An allocation factor and maximum payment amount reviewed annually by the Board of Supervisors determines the level of benefit. Any cost in excess of the lesser of the allocated amount as set by the Board of Supervisors will be paid by the retiree.

Dependent coverage is available paid by the retiree unless the retiree has thirty (30) years of credited County service. If so credited, the Association will also pay for spousal coverage based on the same criteria as used for the retiree.

#### Benefit Plan #4

Eligibility: Membership date on or after January 1, 2008, five (5) years of credited County service and five (5) years of continuity of coverage in the plan at the time of retirement.

Level of Benefit: Medical and dental premiums are subject to years of credited County service (exclusive of Golden Handshakes and Public-Service Buybacks) with an allocation factor of one hundred fifty dollars (\$150) per year to a maximum of twenty (20) years of service (\$3,000) annually. Dependent coverage is available paid by the retiree.

The County will explore a Health Savings Account option for employees who wish to set aside money for out-of-pocket retirement health costs.

#### **3.2.4 Retirement Cost-of-Living Adjustments (COLA)**

Employees will be responsible for payment of fifty percent (50%) of the cost of the COLA for retirement, not to exceed 1.58%.

#### **3.2.5 Minimum Retirement Age**

Effective for employees hired after January 1, 2008, the minimum retirement age for employees in miscellaneous Retirement Plan Tier III will be adjusted from fifty (50) to fifty-five (55) with the appropriate requirements.

#### **3.2.6 Part-Time, Regular Hire Employee PST Plan Contribution**

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

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

### **Article 3.3 Sick Leave**

#### **3.3.1 Accrual**

Each Regular Hire, full-time employee covered by this Agreement shall be entitled to twelve (12) standard workdays of sick leave per year to accrue at .0462 of an hour sick leave for each hour on regular-paid status with no maximum accumulations.

#### **3.3.2 Contingent Hire (Extra Hire) Conversion**

An employee who has worked on a Contingent Hire (Extra Hire) basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular hire basis, at that time, shall be credited with sick-leave accruals of Contingent Hire (Extra Hire) time on the basis of actual time (hours) worked, up to a maximum of ten (10) days' vacation and ten (10) days sick leave. Contingent Hire (Extra Hire) employees shall be notified of this benefit at the time of hire. (See also 3.6.3.)

### **3.3.3 Employee Sick-Leave Usage**

Sick leave with pay up to a total number of hours accumulated shall be granted by the department head in cases of bona fide illness or bona fide injury of employee. After four (4) consecutive days of illness, the County may require a physician's certificate or other evidence either as a condition of continuing an employee on sick-leave status or as a requirement of returning to work.

Union recognizes the County's right to determine by reasonable means the validity of any sick-leave usage by an employee at any time.

### **3.3.4 Family Sick-Leave Usage**

Leave with pay up to six (6) standard workdays may be granted during a calendar year by the department head for an employee who must care for a parent, son, daughter, spouse, domestic partner or person of familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave. Also see Article 3.9.4. Family Leave.

### **3.3.5 Sick Leave Borrowing**

During the first six (6) months of employment as a new Regular Hire County employee, an employee may borrow, one time only, up to five (5) standard workdays of sick leave. Such sick leave borrowed shall be subtracted from future accumulations as above provided until accumulation equals excess sick leave taken.

### **3.3.6 Catastrophic Leave Donation Plan**

Regular Hire eligible employees who have exhausted sick leave may apply for leave donations according to the County's Catastrophic Leave Donation Plan in accordance with Personnel Management Regulation 44.2.

### **3.3.7 Exceptions**

Sick leave with pay shall not be granted for an injury attributable to an outside occupation for which worker's compensation benefits are available and engagement therein has not been authorized.

### **3.3.8 Bereavement**

Leave with pay up to five (5) consecutive standard workdays shall be granted during a calendar year by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, sister, brother, son, daughter, or son or daughter of a registered domestic partner of a Regular Hire employee. Approved bereavement leave may be used on a non-consecutive basis within three months of the death of the family member. Bereavement leave in case of death of other persons may be granted only upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

### **3.3.9 Retirement Service Credit**

Employees may use seventy-five percent (75%) of their unused accrued sick leave balance toward retirement service credit.

### **3.3.10 Sick Leave for Contingent Employees (Temporary Employees)**

The County will provide sick leave benefits in accordance with the AB 1522 Paid Sick Leave law. Pursuant to this Law, effective July 1, 2015, temporary employees that are not otherwise eligible for sick leave are eligible to receive 24 hours of sick leave per Fiscal Year after 30 days of employment with the County as follows:

- Eligible employees shall receive 24 hours of sick leave each fiscal year.
- Eligible employees receive a grant of 24 hours on the beginning of the first pay period after 30 calendar days after hire
- Eligible employees may not use paid sick leave until 90 calendar days after hire
- Unused sick leave does not roll over from one fiscal year to the next.
- All notice requirements and rules regarding the appropriate use of sick leave as defined in the Personnel Management Regulations, Memorandum of Understanding and Federal and State regulations apply to Contingent Hire (Extra Hire) employees.

This benefit is provided in accordance with State law only and shall be modified in accordance with any changes to the law.

### **3.3.11 COVID Related Leaves**

#### **a. COVID Sick Leave Extension**

##### **- Employees Hired Prior to January 1, 2021**

Employees covered by the Families First Coronavirus Response Act (“FFCRA”) in 2020, and employees excluded from the FFCRA in 2020, will continue to have access to their respective and existing COVID-related sick leave balances (if any) to be used in accordance with the terms of the April 2020 COVID agreement between the PARTIES. This paragraph does not require the COUNTY to provide additional leave accruals to these employees, but rather extends the period of time that these existing COVID-related sick leave accruals may be used. All leaves described in this paragraph are subject to Paragraph 3.3.11 c., below. In no event shall leave accruals described in this paragraph extend beyond December 31, 2021.

##### **- Employees Hired On or After January 1, 2021**

Any employee hired on or after January 1, 2021, shall accrue, upon hire, eighty (80) hours of COVID-related sick leave. All leaves described in this paragraph, are subject to Paragraph 3.3.11 c., below. In addition, this leave is not subject to cash-out and cannot be used for additional retirement service credit (years of service) at retirement. In no event shall leave accruals described in this paragraph extend beyond December 31, 2021.

#### **b. Childcare**

Employees may request, to and including December 31, 2021, to use the leaves described in Paragraph 3.3.11 a., above, for childcare purposes or may use regular county sick leave, both subject to operational considerations.

#### **c. Effect of Future Law, Regulation, or Order**

Should any applicable federal, state, and/or local law, or any action carrying the weight of law (“LAW”), be enacted to provide and/or extend COVID related leaves, Paragraph a.,



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

### **Article 3.4 State Disability Insurance (SDI)**

#### **3.4.1 In General**

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employee. Employee must file claims with their department for SDI and with Human Resources for long-term-disability insurance.

Employees will have the full premium cost for State Disability Insurance coverage automatically deducted from their pay check, and no County contribution will be made toward participation in the plan.

#### **3.4.2 Integration of Benefits**

The SDI benefit as determined by the State will be applied first. Long-term-disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved professional leave (if applicable) will then be applied in a proportionate amount which, when added to SDI, will provide compensation equal to the employee's regular wage or salary.

### **Article 3.5 Industrial Injury**

#### **3.5.1 Reporting**

For workers' compensation benefits, an employee should report injury to his/her supervisor within twenty-four (24) hours. The Risk Management Division of the County Administrator's Office will coordinate benefits for all workers' compensation claims.

#### **3.5.2 First-Week Coverage**

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

If a claim is denied and the following conditions are met—1) the County continues to determine the time and duration away from work are warranted and 2) the employee has received the first week of

coverage—then a leave adjustment will be completed by the department so that the week is charged against the employee’s sick or other leave.

### **3.5.3 Integration of Benefits**

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

### **3.5.4 Added Sick Leave Credit**

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

### **3.5.5 Additional Benefits**

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

### **Only for workers of Road Crew in DPW who have worked for the County less than 2 years:**

The County will pay the full cost of health care for two pay periods for an injured worker with an accepted worker’s compensation claim if the worker is not able to work.

### **3.5.6 Required Treatment**

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

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

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

A pre-designation form is available on the MINE. Employees may also request this form from the Human Resources Department.

## Article 3.6 Vacations

### 3.6.1 Accrual

Each Regular Hire employee shall be entitled to accrue vacation credits for each hour on paid status in continuous service in accordance with the following schedule:

Months of Service	Hourly Standard Accrual	Maximum Workdays Per Year
0 through 24 months	.0385	10
Greater than 24 months through 108 months	.0577	15
Greater than 108 months through 228 months	.0770	20
Greater than 228 months through 348 months	.0962	25
Greater than 348 months	.1154	30

### 3.6.2 Vacation After Six Months

If convenient to the County, the department head shall authorize vacations up to the number of hours actually accrued after a six- (6) month period of continuous employment.

For part-time employees, the above shall mean a six (6) calendar month period of time rather than six (6) months as defined in Article 1.6.2.

### 3.6.3 Contingent Hire (Extra Hire) Conversion

An employee who has worked on a contingent-hire (extra-hire) basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular hire basis, at that time, shall be credited with vacation accruals of contingent hire (extra hire) time on the basis of actual time (hours) worked. Contingent Hire (Extra Hire) employees shall be notified of this benefit at time of hire. (See also 3.3.2)

### 3.6.4 Preference and Vacation Approval

At any time during the calendar year, an employee may use accrued vacation, provided, however, all vacations shall be taken at such times as shall be approved by the department head or designee. Employees with the 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. This section will not be interpreted to provide a reason to delay or deny vacation approval.

**3.6.5 Maximum Accumulation**

Accumulated, unused vacation time shall not exceed three hundred (300) standard duty hours per employee. Thereafter, 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.

For Public Defender Attorneys, accumulated unused vacation time shall not exceed three hundred sixty (360) duty hours per employee.

**3.6.6 Holiday and Sickness During Vacation**

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

**3.6.7 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 one-half (1/2) of the annual period.

**Article 3.7 Regular Holidays**

**3.7.1 In General**

Regular Hire employees shall be entitled to the following holidays with pay for their standard workday:

Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth (4th) Thursday in November
Day After Thanksgiving	Fourth (4th) Friday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King's Day, Jr.	Third (3rd) Monday in January
Presidents' Day	Third (3rd) Monday in February
Memorial Day	Last Monday in May

December 24 and 31 shall be observed as half- (1/2) day holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday and providing those days are not deemed holidays above.

Any other day appointed by the President of the United States or the Governor of the State of California and approved by the Board of Supervisors for a public fast, thanksgiving, or holiday.

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

### **3.7.2 Alternative Holidays**

#### **1. Monday-through Friday Schedules**

For an employee who works a Monday-through-Friday schedule, when a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in-lieu-of the day observed.

#### **2. Other Schedules**

For an employee who does not work a Monday-through-Friday schedule, the day immediately following the employee's days off shall be deemed to be a holiday in-lieu-of the day observed, when possible. Upon approval of the department head, an employee who is unable to take an in-lieu holiday during the pay period due to departmental scheduling and coverage issues may bank the holiday hours to use within the fiscal year. An employee who banks a holiday and does not use it within the fiscal year shall be paid for the banked holiday at straight time.

#### **3. Communication Dispatchers in the Sheriff's Office**

For an employee who does not work a Monday through Friday schedule, the first full-length, regularly scheduled day of work immediately following the employee's day off shall be deemed to be the holiday in-lieu-of day observed, when possible.

### **3.7.3 Equal Holidays**

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

### **3.7.4 Holiday Adjustments**

If an employee's assigned workday exceeds the standard workday for their classification, e.g., an alternative work schedule requires an 8.3-hour shift versus the standard 7.5-hour day, the additional time for a holiday on such a workday will be charged to vacation or floating holiday. If the employee has no vacation or floating holiday leave balance, the additional time will be unpaid.

If an employee's assigned workday is less than the standard workday for their classification, e.g., an alternative work schedule requires a partial 4-hour shift versus the standard 7.5-hour day, the department will adjust employee's work schedule, within the same pay period, to provide the additional holiday time off. No overtime will be paid for this adjustment time.

Part-time employees must make both types of adjustments.

### **3.7.5 Compensation for Work on a Holiday**

- A. An employee who is scheduled to work on a holiday or for alternate schedules, the employee's designated holiday, will be compensated with a paid holiday according to the employee's job class plus time and a half (1-1/2) in overtime pay or compensatory time for regularly scheduled hours.
- B. All employees who work for the Sheriff's Office who have an alternative work schedule who work in a seven day per week/twenty-four hour per day operation and who occupy a classification that is regularly scheduled to work a full shift on a half (1/2) day holiday (or alternative holiday as defined in section 3.7.2) will be paid as follows for all hours worked on a half day holiday:

- The first half of the regularly scheduled hours worked will be paid at straight-time.
- The second half of the regularly scheduled hours will be paid at time and one-half.
- The employee will be compensated with a paid holiday according to his/her job class (4 hours for 80 hour employees, 3.75 hours for 75 hour employees).
- Pursuant to Section 3.7.6, all hours worked beyond the employee's regularly scheduled shift will be paid at two and one half times.

### **3.7.6 Work Beyond the Normal Hours on Holiday**

- A. Employees required to work beyond their normal hours on a holiday or for alternate schedules, the employee's designated holiday, shall be compensated at two and one-half (2-1/2) times the regular pay rate for those hours.
- B. The Communication Dispatchers will receive two-and-one half (2.5) times their regular pay rate when they "work beyond" eight (8) hours on a holiday/designated holiday (i.e., hours 9 through 12).

All hours worked beyond 12 hours will be paid at double time and one half per existing contract language.

### **3.7.7 Contingent Hire (Extra Hire) - Compensation for Work on a Holiday**

Contingent Hire (Extra Hire) employees who work on a holiday, as provided in the section 3.7.1 holiday list of Independence Day through Memorial Day only, shall be paid time and a half (1-1/2) in overtime pay for hours worked on the holiday. There shall be no other holiday compensation for Contingent Hire (Extra Hire) employees who work a holiday.

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

### **3.7.8 Holidays for Seasonal Appointments**

Upon completion of 30 days of employment with the County over the previous 12 month period, employees who occupy a seasonal position, as designated by Human Resources, are eligible to receive one (1) paid holiday per fiscal year provided that he/she has worked at least 37.5 or 40 hours (dependent on employee's classification) during the pay period preceding the recognized holiday and is also in paid status during the pay period in which the holiday occurs.

Holiday pay shall be limited to 7.5 hours or 8.0 hours for employees who worked a full-time schedule (75 or 80 hours based on classification) during the preceding pay period and shall be pro-rated for employees who worked a part-time schedule during the preceding pay period.

Compensation for time worked on a holiday shall be paid at the employee's regular hourly rate of pay plus an in-lieu paid holiday (7.5 or 8.0 hours for an employee who worked a full-time schedule the preceding pay period) that may be taken within the same pay period or at another time per authorization of the employee's supervisor.

## **Article 3.8 Floating Holidays and Professional Leave**

### **3.8.1 Accrual**

Each Regular Hire employee on the payroll as of July 1 each fiscal year shall be granted four (4) standard workdays per year as floating-holiday time off.

Each Regular Hire Deputy Public Defender will accrue 2 floating holidays on July 1 of each year.

### **3.8.2 Accrual New Hires**

Employees (except Deputy Public Defenders) newly appointed prior to October 31 shall be credited with four (4) standard workdays as floating holidays for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with two (2) standard workdays as floating holidays for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with one (1) standard workday as a floating holiday for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year.

Deputy Public Defenders 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.

### **3.8.3 Use**

Floating holiday time off may be taken at any time or times during the year after accrual, with the approval of the department head. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

### **3.8.4 Termination Payoff**

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

### **3.8.5 Professional Leave**

Employees in classes exempt from the Fair Labor Standards Act (FLSA), newly appointed prior to October 31, shall be credited with eighty (80) hours of professional leave for that fiscal year. Any such employee appointed between November 1 and February 28 (29) shall be credited with forty (40) hours of professional leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with eight (8) hours of professional leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no professional leave for that fiscal year.

If the County redesignates positions from FLSA exempt to FLSA nonexempt, affected employees shall be able to use the balance of their Professional Leave they have at the time of the redesignation during the fiscal year in which they are redesignated.

## **Article 3.9 Leaves of Absence**

### **3.9.1 Absence Without Pay**

Under the general guidelines of PMR 44, all leaves of absence without pay shall be subject to the approval of the department head. 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. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued vacation and approved floating holiday and professional leave (if applicable), except that the employee may retain up to ten (10) days' accrued vacation time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation leave and approved floating holiday and professional leave (if applicable), except that the employee may retain up to ten (10) days' accrued vacation time.

### **3.9.2 Jury Duty**

Regular Hire 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 while on jury duty. The amount received as jury fees shall be returned to Marin County. Regular Hire employees may retain any expense reimbursement.

The County will adjust the work schedules of employees who do not work a Monday-Friday day shift schedule to a standard schedule during jury duty. The County reserves the right to deny this schedule modification where staffing or scheduling issues prevent a department from making the adjustment without significantly impacting services, as determined by the Department Head.

### **3.9.3 Promotional Exam Leave**

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

### **3.9.4 Family Leave**

Regular Hire and Contingent Hire (Extra Hire) employees are eligible for leave under the Family Medical Leave Act and/or California Family Rights Act, as outlined in PMR 44, and any modifications thereto, and as required by State and Federal law.

Employees shall be eligible for paid family leave through SDI, if applicable.

### **3.9.5 Parental-Education Leave**

Regular Hire employees may take up to eight (8) hours per month (40 hours per school year) to participate in their school-age children's activities. Part-time employees may use the leave on a pro-rata basis. The leave is unpaid, but employees may use accrued vacation, floating holiday, professional leave (if applicable) or comp time.

### **3.9.6 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.

## **Chapter 4: Terms and Conditions**

### **Article 4.1 Hours of Work**

#### **4.1.1 Normal Workday**

A normal workday for a classification shall consist of consecutive hours of work interrupted by a lunch break of not less than one-half (1/2) hour or more than one (1) hour.

##### **4.1.1.1 Rest Periods**

Under normal conditions, the work schedule of all employees shall include a fifteen- (15) minute rest period during each half shift. Rest periods are paid and therefore no payments will be made for rest periods that are not taken. At the discretion of a department head or designee, an employee may combine breaks with an unpaid lunch break.

##### **4.1.1.2 Rest Periods for Single Staffed Library Branches**

Library employees in single-person staffed library branches who work three and one-half (3 ½) hour shifts without another employee available to relieve them will be paid an extra fifteen minutes of pay in lieu of a fifteen minute rest period provided for in Section 4.1.1.1, above.

#### **4.1.2 Normal Workweek**

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive, or four (4) consecutive days, either Monday through Thursday, inclusive, or Tuesday through Friday, inclusive. For the purpose of overtime calculation, when applicable, the FLSA workweek shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. on the following Saturday, except that a different FLSA workweek may be established for employees on fixed alternative work schedules.

#### **4.1.3 Exceptions**

The normal workweek and workday shall not apply to employees listed herein or to employees of departments which have established or alternative work schedules.

Exceptions from work hours defined herein for emergencies or unusual situations may be made by agreement between individual personnel involved and the department.

#### **4.1.4 Flex time/Alternative Work Schedules**

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

- 1. Flex time**

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

## **2. Alternative Work Schedule**

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

### **4.1.5 Library Employees**

1. The workweek of all full-time Library employees shall include two (2) consecutive days off. Exceptions may be made at the employee's request, or on a short term basis, not to exceed four (4) weeks, and only with the employee's written consent.
2. Library employees shall be assigned to no more than two (2) libraries, which shall be recognized as their home libraries. An employee may work outside of his/her home library(ies) to provide short term coverage, not to exceed four (4) weeks or to perform a specialty assignment (e.g. children's story hour) for up to a maximum of five (5) times a year. Whenever practical, Regular Hire employees who volunteer or Contingent Hire (Extra Hire) employees will be sought first. These restrictions do not apply to assignments noted below (#3).
3. The Director may hire selected positions that will be recognized as floaters, which may be assigned to work at any branch depending upon the needs of the Library. These positions are not subject to the restrictions described in the paragraph above (#2),

The Library shall not use the floater assignments described above until the Library Labor-Management Committee resolves all issues of implementation and administration of the floater positions.

### **4.1.6 Assigned Shifts**

All employees shall be assigned to work shifts with regular starting and quitting times. Except in cases of a bona fide emergency declared by the department head involved, employees will be given ten (10) days' notice prior to any change in their work schedule.

### **4.1.7 Workday Communications Division**

The workday of the employees of the Sheriff's Communications Division shall begin with the individual employee's work shift.

### **4.1.8 Work Shifts – Road Maintenance Division**

For employees of the Road Maintenance Division of the Public Works Department, the workweek shall consist of four (4) consecutive days, Monday through Thursday, inclusive. The workday shall be 9.5 hours per day, Monday through Wednesday, and 9 hours on Thursday with one-half (1/2) hour lunch, a fifteen- (15) minute morning break and two (2) fifteen (15) minute afternoon breaks. The work hours shall begin at 7:00 a.m.

#### **4.1.9 Work Schedules – Building Maintenance and Stationary Engineer**

The County may contract out custodial and building maintenance work at 1600 Los Gamos Drive. Employees in the Building Maintenance I, II, III and Stationary Engineer classifications may maintain or request alternative work schedules (e.g., 4/10s or 5/4s), consistent with the parties' MOU section 4.1.4 Flex Time/Alternative Work Schedules.

If the County seeks a reduction in force in the Building Maintenance or Custodial classifications during the life of the Agreement, this section will be reopened.

#### **4.1.10 Hours for Occupational Therapist, Physical Therapist, and Therapy Aide**

While the annual period for the classifications of Occupational Therapist, Physical Therapist, and Therapy Aide is two thousand eighty (2,080) hours, they will work a forty (40) hour week for eleven (11) months per year. The pay and benefits will be prorated over twelve (12) months. For these classes, overtime will be after eight (8) hours per day or forty (40) hours per week or work on a holiday.

#### **4.1.11 Part-Time Employees**

Regular employees hired to work less than full time prior to June 26, 1988 will not have their work hours decreased unless mutually agreed upon.

#### **4.1.12 Fixed Term Assignment**

Fixed term appointments are limited to an initial term not to exceed three (3) years and allow for extensions that may result in a maximum term no greater than five (5) years. Before granting extensions that result in the fixed term appointment represented by MAPE exceeding three (3) years, the County and MAPE will meet to discuss possible alternatives to the extension. The requirement to hold such a discussion does not constitute a duty to meet and confer and shall not cause an undue delay to the approval of the fixed-term extension.

### **Article 4.2 Overtime**

#### **4.2.1 Defined**

Overtime shall be defined as time worked in excess of forty (40) hours per FLSA workweek (or 37.5 hours for employees whose full time status is 37.5 hours). For the purpose of calculating overtime eligibility, legal holidays shall be considered time worked. In addition, employees who work alternative work schedules and use paid time off (e.g., vacation, floating holiday, holiday in-lieu, compensatory time, etc.) to supplement legal holidays shall have such paid time off hours considered as time worked.

Notwithstanding the above, for the following classifications only, overtime shall be defined as time in paid status:

- Sheriff's Service Assistant
- Road Maintenance Worker I/II
- Senior Road Maintenance Worker
- Sign Fabricator

- Traffic Safety Maintenance Worker
- Communications Dispatcher
- Communications Dispatcher Trainee
- Supervising Communications Dispatcher
- Building Maintenance Worker I/II/III/Trainee
- Fire Heavy Equipment Mechanic
- Senior Custodian
- Custodian
- Stationary Engineer
- Senior Maintenance Electrician
- Maintenance Electrician

For employees in classifications that are not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), the regular rate of pay for the purpose of calculating overtime under the FLSA shall only apply when the employee actually works in excess of the employee's full time work week of either 40 hours or 37.5 hours per FLSA workweek.

#### **4.2.2 Compensation**

Employees shall be paid for all overtime worked at one and one-half (1-1/2) times the base rate of pay or "compensatory time" at the one-and-one-half (1-1/2) time rate, subject to the following limitations, conditions and authorizations. Overtime shall be compensated to the nearest six (6) minute increment.

If an employee promotes or demotes into a classification where compensatory time is not to be accrued, upon the promotion or demotion, the employee will receive a lump sum payment for all earned and accrued compensatory time.

#### **4.2.3 Required Authorization**

Prior authorization of the County Administrator must be secured by the department head and communicated by the department head to the employees. This requirement shall not apply in the event of emergency situations.

#### **4.2.4 Time Records**

Overtime payment shall be based on time records maintained in the manner prescribed by the County and shall be open to review by Union.

#### **4.2.5 Compensatory Time Limit**

No employee shall accumulate more than forty (40) hours of compensatory time without specific approval of the Board of Supervisors.

Communication Dispatchers shall accumulate no more than one-hundred twenty (120) hours of compensatory time without specific approval of the Board of Supervisors.

#### **4.2.6 Minimum Call Back**

Any employee who has departed from a work location and is called back is guaranteed a minimum of four (4) hours' employment at an applicable rate of pay unless the overtime work immediately precedes the employee's regular shift. This provision only applies to situations in which employees are required to physically return to their work location.

#### **4.2.7 Standby**

Any employee who is required by written order of the employee's department head to remain on immediate call shall receive two (2) hours' pay for each eight (8) hour shift the employee is on standby and not called back to work. Standby assignments shall be apportioned equitably among employees in each work unit.

#### **4.2.8 After-Hours Pay for Sheriff's Office Technology Systems Specialists**

The Sheriff's Office may assign a MAPE-represented employee to support the automated systems that are critical to the operation of the Sheriff's Office and/or allied law or fire agencies. Such an assignment may require an employee to respond remotely (i.e., at home) to an emergency during non-scheduled hours. If an employee holding this assignment responds remotely to an emergency during non-scheduled hours after departing from his/her regular work location, he/she shall be paid a minimum of four (4) hours of pay at the applicable rate of pay (i.e. regular, overtime, holiday) if he/she works beyond thirty (30) minutes. Work performed remotely during non-scheduled hours of 30 minutes or less is not subject to the four-hour minimum but shall be paid at the applicable rate of pay. An employee shall not be paid standby pay for any time for which the employee is paid after-hours pay pursuant to this subsection. This subsection only applies to assignments described in this subsection. This subsection does not apply when an employee physically returns to the workplace during non-work hours, as that situation is governed by subsection 4.2.6, above.

#### **4.2.9 Daily Limits**

No employee shall be required to work more than a double shift during a twenty-four (24) hour period.

#### **4.2.10 Equitable Distribution of Overtime**

All overtime shall be distributed as equitably as possible among employees in a work unit by considering such factors as availability, skills, training and experience.

### **Article 4.3 Reimbursements and Provided Equipment**

#### **4.3.1 Mileage**

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

#### 4.3.2 Coveralls, Clothing, and Footwear

##### 1. Uniforms and Coveralls

###### A. Generally

The County shall provide and launder coveralls or uniforms for such classes of employment as are specified by mutual agreement with the Union.

###### B. Field Employees in Marin County Parks

Field employees of the Parks and Open Space Department who are required to wear uniforms shall be compensated for required uniforms and articles of clothing. The amount of compensation shall be one hundred twenty five dollars (\$125) per quarter payable to eligible, full-time employees on payroll for the pay period including September 30, December 30, March 30, and June 30.

###### C. Sheriffs Service Assistants

The Sheriff's Office requires Sheriff's Service Assistants ("SSA") to wear uniforms. Upon hire, SSAs shall be issued two (2) pants, four (4) shirts, one (1) jacket and one (1) belt. Thereafter, annually and upon request of the SSA, the Sheriff's Office will provide two (2) replacement shirts and two (2) replacement pants. Other replacements of the uniform items will be supplied as needed with the approval of management.

###### D. Uniform Allowance (Parking Enforcement Officer)

The County shall, at the end of each calendar quarter, pay \$230.00 dollars (\$920.00 dollars annually) as a uniform allowance to each Parking Enforcement Officer (0724) who is employed on the date of payment and who is required to maintain a uniform. Upon request, the entire annual uniform allowance may be advanced to a new Parking Enforcement Officer for the initial purchase of uniforms. If the new Parking Enforcement Officer leaves his/her position prior to the completion of one year of service (1,975 hours worked), the employee shall be required to pay back the uniform allowance as follows:

Length of Service	Payback Schedule
1-92 days	100% of allowance
93-184 days	50% of allowance
185-276 days	25% of allowance

##### 2. Footwear

###### A. Eligibility

###### i. Generally

All full-time and part-time Regular Hire employees of the County garage, Road Maintenance crews, Parks and Open Space Landscape Maintenance workers, Marin Center Utility Workers, Shipping/Receiving Clerks, Building Maintenance Workers, Building Inspectors, Building Plans Checkers, Engineering Technicians-Survey Section, Environmental Health Specialists, Print Shop Workers, Agricultural Weights & Measures Inspectors, Hazardous Material Specialists I and II, Communications Technicians, Senior Communications Technicians, and Communications Network Systems Analysts who are required to wear appropriate footwear are eligible for reimbursement pursuant to this section.

- ii. Contingent Hire  
Contingent Hire Seasonal employees in the classifications listed in Section 4.3.2.2.A.i, above, who are required to wear appropriate footwear are eligible for reimbursement for the footwear and fire boot allowance after being employed for thirty (30) calendar days. Should the Contingent Hire Seasonal employees leave County employment before half of the season is complete (season to be determined by each department/division), the employee shall reimburse the County fifty percent (50%) of the allowance, which will be deducted from the employee's final paycheck.

B. Reimbursable Footwear

- i. Appropriate Footwear  
Departments will determine what constitutes appropriate footwear for purposes of this section. Employees are responsible for ensuring that footwear is appropriate prior to purchasing. The County will not reimburse employees for footwear that does not meet the Department's/position's requirements.
- ii. Components of Footwear  
Boots and/or shoes determined to be appropriate footwear are reimbursable. Up to two (2) sets of insoles are reimbursable per fiscal year. In no event will the reimbursement amount exceed the maximum reimbursement amounts detailed in Section 4.3.2.2.C.i, below.

C. Reimbursement

- i. Maximum Reimbursement Amount  
The maximum total reimbursement amount shall be two hundred fifty dollars (\$250) to eligible, full-time and part-time Regular Hire employees who are appointed as of July 1 – December 31 of the fiscal year and one hundred twenty five dollars (\$125) to eligible, full-time and part-time Regular Hire employees who are appointed as of January 1 – June 30 of the fiscal year.
- ii. Manner of Reimbursement  
The County will use either a vendor/voucher or a receipt/reimbursement system. DPW will maintain at least one vendor/voucher arrangement and a receipt/reimbursement system. Employees are responsible for providing documentation to evidence the purchase date, the cost, and sufficient documentation describing the footwear to demonstrate the purchase of appropriate footwear.
- iii. Frequency of Reimbursement  
Normally, employees shall submit only one reimbursement request per fiscal year, with exceptions for unforeseeable need.

3. Fire Boots

Fire Boots for Certain Marin County Parks Employees

Open Space Park Rangers and Marin County Parks Maintenance Equipment Operators are required to carry and wear during fire operations appropriate footwear for assisting fire fighters in extinguishing wild land fires, and participating in fire control activities.

Full-time Open Space Park Rangers and Marin County Parks Maintenance Equipment Operators will receive up to a \$300.00 fire boot allowance every two years for the purchase of required safety boots.

The County will use a vendor/voucher reimbursement system. Section 4.3.3 shall only apply to employees of Marin County Parks.

#### **4.3.3 Tool Allowance**

The County will provide a tool allowance to the Department of Public Works garage mechanics and Parks and Open Space mechanics up to two hundred and fifty dollars (\$250) per year upon presentation of receipts.

#### **4.3.4 Equipment Provided**

County shall provide all tools and equipment it deems essential to complete assigned duties.

#### **4.3.5 Meal Allowance**

Whenever it is necessary for an employee on a five day workweek to work in excess of four (4) consecutive hours over his/her regular daily schedule or for an employee on an alternative work schedule with a regular daily schedule of nine (9) hours or more to work in excess of two (2) consecutive hours over his/her regular daily schedule, the County shall provide a reasonable meal and time to eat same or reimburse the employee for the cost of the meal up to the maximum amount for the appropriated time period as provided by the County Reimbursement Rates.

Subsequent meals or meal reimbursements will be provided at four- (4) hour intervals consistent with the allowances described above.

For purposes of reimbursements, the "Appropriate time period" is based on the ending hour of the additional consecutive four (4) or two (2) hour period that is worked and is designated as follows:

Breakfast	3:00 a.m. – 11:00 a.m.
Lunch	11:01 a.m. – 5:00 p.m.
Dinner	5:01 p.m. – 2:59 a.m.

If an employee is eligible for more than one meal reimbursement during the same workday, the reimbursement will be made in sequential order (i.e. – breakfast, lunch, dinner).

#### **4.3.6 Driver's License**

The County shall reimburse employees for all costs of maintaining a Class "A" driver's license if required on the job. The County agrees to review new requirements for licenses through the Department of Motor Vehicles.

#### **4.3.7 Safety-Sensitive Pay**

On the day of a Department of Transportation (DOT) drug or alcohol random test, the employee will be provided a lunchtime meal reimbursement.



As part of the salary-survey review, the committee will look at how other jurisdictions compensate employees subject to DOT drug and alcohol random testing.

#### **4.3.8 License Renewals**

The County shall reimburse for the costs of one License renewal per year for Regular Hires in the following classifications: Occupational Therapist (Code 1019), Physical Therapist (Code 1020), Deputy Public Defender I/II/III/IV (Code 253A, 2532, 2533, 2534, respectively), Clinic Psychologist I (Code 108A), Clinic Psychologist I - Bilingual (Code 108B), Clinical Psychologist II (Code 1083), Clinical Psychologist II – Bilingual (Code 1088), and Staff Psychiatrist (Code 1081).

#### **4.3.9 Reimbursement for use of Personal Cell Phone**

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

### **Article 4.4 Safety Committee**

#### **4.4.1 Occupational Health and Safety Committee**

The County and Union agree to establish a Joint Occupational Health and Safety Committee consisting of one (1) Union representative and one (1) alternate to serve in his/her absence from each bargaining unit, plus Union staff and an equal number of management representatives.

Said committee shall meet on a regular, calendared, scheduled basis during the term of the Agreement to examine accident reports and to evaluate potential risks for employee health and safety. The Committee shall report their findings by written reports to both management and Union on a timely basis.

The establishment of this committee shall not preclude the parties from resolving environmental health and safety issues in future Agreement negotiations or grievances.

#### **4.4.2 Health and Safety**

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

### **Article 4.5 Upward Mobility**

#### **4.5.1 Upward-Mobility Charts**

The County agrees to maintain upward-mobility charts as provided in the National Organization of Women (NOW) Consent Decree. Such charts will be reviewed and revised annually by the County to keep them up to date.

#### **4.5.2 Sliding Classifications**

##### Collection Officer I and I Series

In Year 1 of the agreement (FY 21-22), the County will create a sliding classification for Collection Officer I to Collection Officer II, only. During the term of the 2021-2024 agreement, the County will create a Senior Collection Officer classification to create a career ladder.

### **Article 4.6 Personnel Files**

#### **4.6.1 In General**

The original or a copy of all material which reflects on an employee or an employee's performance shall immediately be inserted in the employee's file in the Human Resources Department, and the employee shall be notified accordingly. Said file shall be available at all reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

Employees shall be provided an advance copy of any material to be placed in the individual's official personnel file located in the Human Resource Department and Department personnel file. This provision shall not apply to working notes maintained by a supervisor for the supervisor's personal reference.

### **Article 4.7 Utilization of Contingent Hire (Extra Hire)**

#### **4.7.1 In General**

County agrees that the utilization of Contingent Hire (Extra Hire) employees should be in situations where full-time or part-time, Regular Hire employment is not justified or is not practical and that such utilization shall be in accordance with PMR 34 and applicable Administrative Regulations. Regular Hire appointments shall include a Regular, Fixed-Term Appointment defined as an appointment of an employee who has successfully competed for and passed the probationary period in an allocated, budgeted, fixed-term position. Fixed terms are generally established due to limits on grant funding or other known limits to the position's duration.

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

## **Article 4.8 Use of Volunteers**

### **4.8.1 In General**

It is the policy of the County that the Volunteer Program is to provide volunteers to supplement and assist paid staff, not to replace, supervise or manage them. Volunteers will be instructed to abide by any Union job actions.

## **Article 4.9 Reemployment After Resignation**

### **4.9.1 Reemployment (Reinstatement) Within Sixty Days**

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

## **Chapter 5: Procedures**

### **Article 5.1 Grievance Procedure**

#### **5.1.1 Grievance Defined**

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

1. Collective bargaining agreement;
2. County Ordinance;
3. Resolutions;
4. Rules;
5. Policies;
6. Regulations;
7. Existing practices affecting the status or working conditions of County employees.

#### **5.1.2 Exclusions**

Appeals of appointment, disciplinary action, examination appeals and performance evaluations are not grievable hereunder.

#### **5.1.3 Who May File**

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. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.

#### **5.1.4 Informal Grievance**

Within fourteen (14) calendar days of the event giving rise to the grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.

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

#### **5.1.5 Formal Grievance**

If the grievant believes that the grievance has not been redressed within fourteen (14) calendar days, he/she may initiate a formal grievance within seven (7) calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Human Resources Department a grievance form approved by the Human Resources Department for this purpose. The form shall contain:

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);
4. Mailing Address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinances, rules or regulations, or Agreement language, including specific provisions which have been violated and how such violation(s) occurred);
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;
11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

#### Step 1

Within twenty-one (21) calendar days after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

#### Step 2

If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than seven (7) calendar days from his/her receipt of the department head's decision, request

consideration of the grievance by the County Administrator by so notifying the Human Resources Department in writing.

Within fourteen (14) calendar days after such notification, the County Administrator shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary. A written decision shall be rendered within twenty-one (21) calendar days thereafter. The parties shall present all known, relevant information to each other at this step, including notice from the County if the proposed resolution requires an unbudgeted expenditure.

1. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
2. If Step 2 does not resolve the grievance to the satisfaction of the grievant, the grievant may pursue Step 3.

### Step 3

A final appeal to Step 3 may be filed in writing with the Human Resources Department no more than fourteen (14) calendar days from his/her receipt of the County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

Only the Union may advance grievances under Section 5.1.1(1) (Collective Bargaining Agreement) to step 3. An individual grievant may advance any other grievance to step 3.

1. **Alternative A:** The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty (60) calendar days after the filing of the appeal at Step 3 and shall be final and binding on all parties, subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
2. **Alternative B:** This alternative is reserved for the Union alone. An individual grievant may not choose alternative B. Provided that the County Administrator and the grievant agree on the issues to be arbitrated, or that the grievance pertains to the specific terms of any existing collective bargaining agreement, the grievance shall be determined by an arbitrator selected from a list(s) provided by State Mediation and Conciliation Services (SMCS) by mutual agreement between the County and the Union. The decisions of the arbitrator shall be final and binding on all the parties. However, the amount of the award is subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure in excess of \$50,000.

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

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

### **5.1.6 General Conditions**

If it is asserted that a grievance is outside the scope of the procedures of definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such a claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the Commission or Arbitrator shall evaluate the assertion and make a ruling prior to hearing the grievance on the merits, if necessary.

The Human Resources Department shall act as a central repository for all grievance records and shall provide a copy of the grievance to the department head at each step of the grievance procedure.

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

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.

Each party shall bear its own expenses for arbitration, provided that expenses for the services of the arbitration, including obtaining a list(s) from SMCS, shall be shared equally between the County and the Union.

Failure on the part of the County or the grievant to appear in any case before the Personnel Commission or arbitrator without good cause shall result in forfeiture of the case and the responsibility for payment of all costs of arbitration.

The grievant's signature is required to initiate Step 1 of the grievance procedure.

Amendments of the grievances are by mutual agreement of the parties.

Mediation may be used by the parties to assist them in resolving grievances. The decision to utilize mediation shall 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 shall be advisory only and shall stay the timelines for processing the grievance until such mediation is concluded.

## **Article 5.2 Reduction in Force**

### **5.2.1 In General**

Whereas PMR 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management, County and Union agree that the procedures to effect layoff, reduction in force and reappointment set forth herein establish the method of calculating seniority of employees who hold or have held status in classes covered by this Agreement.

It is the intent of the parties that nothing in this article shall be construed to exclude those employees outside the bargaining unit who have held status in classes covered by this Agreement from exercising bumping rights into said classes nor to deny any rights and obligations for said employees.

### **5.2.2 Notice**

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

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

### **5.2.3 Order of Layoff**

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 (Extra Hire) employees shall be laid off before probationary employees, and probationary employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time, permanent employee with more seniority can displace a full-time, permanent employee. Employees in lower-level classes under-filling the affected classification will be laid off first. The break in service of an employee who is reinstated pursuant to Article 5.3 shall not be counted as County service.

### **5.2.4 Seniority**

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:

1. 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 the full time equivalency (FTE). Time spent on leave of absence without pay beyond 12 consecutive weeks will not count toward seniority.
2. If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
3. If all of the above factors are equal, the date permanent status in County service is achieved shall be determinative.
4. If all of the above are equal, date of certification for appointment shall be determinative.

### **5.2.5 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 5.2.4, 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 within five (5) working days thereafter, appeal the determination to the Personnel Commission which shall hold a hearing within fifteen (15) days after receipt of the appeal and which shall thereafter make a decision within five (5) days, and that decision shall be final.

### **5.2.6 Bumping Rights**

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. Effective December 31, 1997, a Union-represented employee

who promotes prior to completing probation shall be considered to have held status in the previous class for purposes of bumping rights. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

### **5.2.7 Transfer Rights**

All effort will be made by the Human Resources Department to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 5.2.2 but no longer than the effective date of such layoff or reduction.

## **Article 5.3 Reemployment Following Reduction in Force**

### **5.3.1 In General**

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.

### **5.3.2 Right to Reemployment**

#### **A. Right to Reemployment to Vacancy after Reduction in Force**

Each person who has been laid off or demoted in-lieu-of a layoff from a position the person held shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.

#### **B. Right to Reemployment to Contingent Hire (Extra Hire) Position after Reduction in Force**

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

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

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall not forfeit the right to reemployment under 5.3.2 A but shall forfeit the right to further reemployment under 5.3.2 B.

### **5.3.3 Time Limits**

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, he or she shall be considered unavailable for employment, shall forfeit the right to reemployment and be removed from the reemployment list.



#### **5.3.4 Availability**

Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as in Section 5.3.2.

#### **5.3.5 Countywide Lists**

Should there be no person on the department reemployment list eligible and available for reemployment, the position shall be filled by the countywide reemployment list for the same classification. The Human Resources Department shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide reemployment list for selection by the appointing authority. The countywide reemployment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.

Persons selected from the countywide reemployment list shall have their names removed from the department reemployment list for classification in which they were reemployed. Should there be no person on the reemployment list eligible and available for reemployment, vacancies shall be filled from an appropriate eligibility list.

#### **5.3.6 Probationary Status**

Employees reappointed in the same department under the provisions above will not be required to complete a new probationary period if they previously held permanent status in the classification. Employees reappointed to a new department shall be required to complete a new probationary period in the new department. Employees who do not complete their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by Personnel Management Regulation 41.

#### **5.3.7 Restoration of Benefits**

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.

### **Article 5.4 Disciplinary Action**

#### **5.4.1 In General**

All disciplinary actions arising under this Agreement shall be resolved in accordance with the disciplinary appeal process in Personnel Management Regulation 47.

Any disciplinary action subject to appeal to the Personnel Commission pursuant to PMR 47, by agreement of the parties, may be submitted to an arbitrator for him/her to make written findings and render a decision in accordance with PMR 47.9.

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 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.

#### **5.4.2 Prior Notice**

It is the policy of the County that as soon as a department head becomes aware of a pattern of behavior or performance that could lead to disciplinary action, the department head shall immediately advise said employee in writing of the facts and remedial action required. This notice shall not be grievable, and this procedure shall not pertain to any illegal acts of the employee.

#### **5.4.3 Notice of Intent**

Notice of intent to take disciplinary action shall be given to the employee no later than twenty-five (25) working days from the date that the fact-finding investigation has concluded. Service of the Notice of Intent is complete on the date the County hand delivers or sends by regular United States mail the notice. The County will attempt to conclude fact-finding investigations within ninety (90) days of having knowledge of the event giving rise to the discipline. If the investigation goes beyond 90 days, upon request, the County will provide Union with a written update on the status of the investigation including the expected date of completion.

#### **5.4.4 Notice of Termination**

No regular, permanent employee shall be discharged for incompetence or inefficiency without receiving ten (10) working days' prior written notice of termination.

#### **5.4.5 Settlement Conference/Mediation Language**

The County and Union agree that discussions regarding settlement of disciplinary actions can be beneficial to both parties in the process. Therefore, for disciplinary actions that invoke hearing rights before the Personnel Commission, the parties are encouraged to consider settlement options. By mutual agreement, the County and the employee and/or the employee's representative may schedule a settlement conference or mediation session to facilitate such settlement discussions. Any costs incurred in such proceedings shall be split evenly between the parties. All communications whether written or oral during such settlement conference or mediation session shall be confidential and shall not be admissible during a subsequent hearing or related proceeding.

#### **5.4.6 Appeal to Board of Supervisors**

The appellant or the appointing authority, within ten (10) days after the final order of the Personnel Commission, may file an appeal with the Clerk of the Board of Supervisors who shall present the same at the next meeting of the Board of Supervisors. The Board of Supervisors shall then set a day for hearing said appeal. The appeal shall be heard solely on the basis of the reporter's transcript and appended evidence. No oral testimony or new evidence shall be received without the express consent of the Board of Supervisors. The order of said Board of Supervisors shall be final.

## **Chapter 6: Union Rights**

### **Article 6.1 Notification**

#### **6.1.1 Scope of Representation**

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

#### **6.1.2 Personnel Listing**

On a regular basis during the term of this Agreement, County shall provide Union with a copy of each regular personnel listing which contains the names of all employees in the bargaining unit, dates of employment, classifications, rates of pay, and terminations.

### **Article 6.2 Employee Representatives**

#### **6.2.1 In General**

The Union may, by written notice to the Director or Human Resources, designate certain of its members as employee representatives. Employee representatives shall be permitted reasonable time for Union activities. Total employee time in all the Union bargaining units spent on Union business during each week shall not exceed 37.5 hours and no individual employee shall spend more than four (4) hours of County time on Union businesses. The Union shall provide a monthly reporting to the Director of Human Resources of all names and time used by week by employee representatives during work hours.

Union activity shall be defined as participating in resolution of Agreement 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:

1. Discuss with an employee a grievance or complaint;
2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials 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;
3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
4. 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;

5. Prepare for meetings mutually agreed upon by the County and the Union to be scheduled for conferral or other purpose;
6. 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 workplace 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 workplace, 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.

#### **6.2.2 Grievance Representation**

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

#### **6.2.3 Access to Bulletin Boards**

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

#### **6.2.4 Bargaining Representation**

In connection with Agreement negotiations, unless otherwise agreed, bargaining committee will not exceed two (2) persons per bargaining unit. 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 Agreement negotiations.

#### **6.2.5 Union Activity Leave**

The Union may request with the employee a leave of absence from County employment for Union leave. The Union's request shall provide reasonable notice, the activity in which the employee will engage and the length of leave requested. The employee will remain on County payroll, on leave status. The County shall be reimbursed by the Union for the costs of the leave, including the costs of the benefits and any related administrative costs. The parties agree to discuss the cost specifics during the approval process. The immediate supervisor will be presented with the request, as well as the Director of Human Resources. The Director of Human Resources may grant or deny the requested leave. Prior to denying such leave request, the Director shall meet, upon request, with the Union Representative to discuss the decision. The HR Director shall make a final determination

on granting or denying the leave. Such decision by the County is final, is not subject to appeal and may not be grieved.

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

#### **6.2.6 New Employee Orientations**

The County shall provide the Union written notice of County-wide new employee orientations, whether in person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Union shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. The Union shall provide the County at least five (5) business days prior to the orientation any materials it would like the County to distribute to new employees at the orientation. If the Union staff are unavailable, the County shall grant release time for one (1) union steward to attend the orientation pursuant to Section 6.2.1

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

### **Article 6.3 Dues Deduction**

#### **6.3.1 Dues Deduction**

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

#### **6.3.2 Revocation**

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

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

It is understood that if an employee does not revoke his/her authorization for Union membership during the period specified above, dues shall continue to be deducted from the employee's earnings.

### **6.3.3 Indemnification**

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

## **Article 6.4 Labor/Management Committees**

### **6.4.1 Labor/Management Committee**

#### **A. General**

There shall be continued a labor/management committee during the term of the Agreement comprised of three (3) members of the Union and three (3) members of the Human Resources Department or their designees. The purpose of the committee is to discuss at the earliest possible time issues that arise during the term of the Agreement and that contribute to or detract from positive, productive employee-employer relations involving employees in classification in the Union. The committee shall meet as needed but no more frequently than every month unless by mutual agreement during normal working hours, and employees shall be entitled to release time in accordance with section 6.2.1 of this Agreement.

#### **B. Career Development, Recruitment, and Retention**

The parties will create a joint labor/management committee, inclusive of MAPE General Unit, HHS Unit and Nurses, with an equal number of union and management members appointed that will meet on a quarterly basis to discuss career development.

## **Chapter 7: County Rights**

### **Article 7.1 Defined County Rights**

#### **7.1.1 In General**

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

### **7.1.2 Specified Rights**

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

1. The exclusive right to determine the mission of its constituent departments, commissions and board;
2. Set standards of service;
3. Determine the procedures and standards of selection for employment and promotion;
4. Train, direct and assign its employees;
5. Take disciplinary action;
6. Relieve its employees from duty because of lack of work or for other legitimate reasons;
7. Maintain the efficiency of County operations;
8. Determine the methods, means and personnel by which County operations are to be conducted;
9. Determine the content of job classifications;
10. Take all necessary actions to carry out its mission in emergencies;
11. Exercise complete control and discretion over its organization and the technology of performing its work.
12. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with this Agreement.

## **Article 7.2 Telecommuting**

### **7.2.1 Policy Development**

Telecommuting shall be defined as “working off site doing work normally done in a County office.”

## **Article 7.3 Committee on Political Education (COPE) Deduction**

### **7.3.1 In General**

The County agrees to the establishment of a payroll-deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

1. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the County.
2. Payroll deductions shall commence on the second (2nd) pay period after the authorization is received by the County.

3. Employees may sign up for contributions, change the amount of their contributions or discontinue their contributions at any time.
4. The Union shall indemnify, defend and hold the County, its officers and employees harmless against any and all claims, demands, and suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under the provisions of this Article.

## **Article 7.4 Exclusions and Waivers**

### **7.4.1 Merit-System Exclusion**

This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code or the Personnel Management Regulations relating to the Merit System or personnel administration. The Personnel Commission shall continue to exercise the authority vested in it by County Code and Personnel Management Regulations.

### **7.4.2 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.

## **Article 7.5 Consultation**

### **7.5.1 In General**

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



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

MARIN ASSOCIATION OF PUBLIC  
EMPLOYEES - GENERAL UNIT

COUNTY OF MARIN NEGOTIATION  
COMMITTEE

\_\_\_\_\_  
Samantha Rodriguez, Unit Negotiator

\_\_\_\_\_  
Robert Bonner, Assistant Director HR

\_\_\_\_\_  
Cathy Clary, MAPE Secretary/Unit  
Negotiator

\_\_\_\_\_  
Mary Hao, Director HR

\_\_\_\_\_  
Jessica Moreano, Unit Negotiator

\_\_\_\_\_  
Ralph Lowe, Unit Negotiator

\_\_\_\_\_  
Steve Fleak, Unit 2 Negotiator

\_\_\_\_\_  
Amanda Tomlin, Unit 3 Negotiator

\_\_\_\_\_  
Tamara York, Unit Negotiator

\_\_\_\_\_  
Tyler Hicks, Unit Negotiator

\_\_\_\_\_  
Elizabeth Rodriguez, MAPE President

\_\_\_\_\_  
Roland M. Katz, Executive Director/  
Chief Negotiator

RATIFIED:

APPROVED:

MARIN ASSOCIATION OF PUBLIC  
EMPLOYEES - GENERAL UNIT

BOARD OF SUPERVISORS OF THE  
COUNTY OF MARIN

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
ATTEST

## ATTACHMENT A - Job Classifications Included In Agreement

Class Code	Class Title	FG	Workday Hours
037A	ACCOUNTANT I	MA04	7.5
0370	ACCOUNTANT II	MA04	7.5
1409	ACCOUNTING ASSISTANT	MA01	7.5
1404	ACCOUNTING TECHNICIAN	MA01	7.5
1507	ADMINISTRATIVE ASSISTANT I	MA01	7.5
1281	ADULT OFFENDER WORK PROGRAM COORDINATOR	MA03	7.5
0962	ADVANCED SYSTEMS ENGINEER	MA04	7.5
0825	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR TRAINEE	MA04	7.5
0826	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR I	MA04	7.5
0827	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR II	MA04	7.5
0828	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR III	MA04	7.5
1169	AIRPORT ATTENDANT	MA02	7.5
0423	APPRAISER AIDE	MA04	7.5
035A	APPRAISER I	MA04	7.5
0358	APPRAISER II	MA04	7.5
0357	APPRAISER III	MA04	7.5
034A	ASSESSMENT-RECORDING-COUNTY CLERK TECHNICIAN I	MA04	7.5
0344	ASSESSMENT-RECORDING-COUNTY CLERK TECHNICIAN II	MA04	7.5
1171	ASSISTANT HARBORMASTER	MA03	8
0622	ASSISTANT LANDSCAPE DESIGNER	MA04	7.5
0597	ASSISTANT OPEN SPACE PLANNER	MA04	7.5
060A	ASSISTANT PLANNER	MA04	7.5
036A	AUDITOR APPRAISER I	MA04	7.5
0360	AUDITOR APPRAISER II	MA04	7.5
037B	AUDITOR I	MA04	7.5
0375	AUDITOR II	MA04	7.5
0993	BEHAVIORAL HEALTH CARE ASSISTANT **	MA03	8
099A	BHRS PEER COUNSELOR I	MA03	7.5

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
0995	BHRS PEER COUNSELOR II	MA03	7.5
1191	BOX OFFICE ASSISTANT	MA01	7.5
1192	BOX OFFICE COORDINATOR	MA01	7.5
081A	BUILDING INSPECTOR I	MA04	8
0814	BUILDING INSPECTOR II	MA04	8
113A	BUILDING MAINTENANCE WORKER I	MA02	7.5
1133	BUILDING MAINTENANCE WORKER II	MA02	7.5
1138	BUILDING MAINTENANCE WORKER III	MA02	7.5
117T	BUILDING MAINTENANCE WORKER TRAINEE	MA02	7.5
083A	BUILDING PERMIT TECHNICIAN I	MA04	8
0833	BUILDING PERMIT TECHNICIAN II	MA04	8
0605	BUILDING PLANS EXAMINER	MA04	8
0339	BUSINESS SYSTEMS ANALYST	MA04	7.5
061A	CADASTRAL MAPPING TECHNICIAN I	MA04	7.5
0619	CADASTRAL MAPPING TECHNICIAN II	MA04	7.5
135A	CHILD SUPPORT OFFICER I	MA03	8
135B	CHILD SUPPORT OFFICER I - BILINGUAL	MA03	8
1355	CHILD SUPPORT OFFICER II	MA03	8
1354	CHILD SUPPORT OFFICER II - BILINGUAL	MA03	8
1356	CHILD SUPPORT OFFICER III	MA03	8
108A	CLINIC PSYCHOLOGIST I	MA03	7.5
108B	CLINIC PSYCHOLOGIST I - BILINGUAL	MA03	7.5
1083	CLINICAL PSYCHOLOGIST II	MA03	7.5
1088	CLINICAL PSYCHOLOGIST II - BILINGUAL	MA03	7.5
068A	CODE COMPLIANCE SPECIALIST I	MA04	7.5
0681	CODE COMPLIANCE SPECIALIST II	MA04	7.5
0330	COLLECTIONS OFFICER I	MA04	7.5
0336	COLLECTIONS OFFICER II	MA04	7.5
0906	COMMUNICATIONS DISPATCHER	MA04	8

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
090T	COMMUNICATIONS DISPATCHER TRAINEE	MA04	8
0912	COMMUNICATIONS NETWORK SYSTEMS ANALYST	MA04	7.5
0902	COMMUNICATIONS TECHNICIAN	MA04	7.5
083B	COMMUNITY DEVELOPMENT TECHNICIAN I	MA03	7.5
0836	COMMUNITY DEVELOPMENT TECHNICIAN II	MA03	7.5
1370	COMMUNITY LIBRARY SPECIALIST	MA03	7.5
1147	COOK	MA02	7.5
0509	CORONER FORENSIC TECHNICIAN	MA04	7.5
1140	CUSTODIAN	MA02	7.5
0918	DEPARTMENT TECHNICAN & SUPPORT SPECIALIST	MA04	7.5
051A	DEPUTY PUBLIC ADMINISTRATOR I	MA03	8
0516	DEPUTY PUBLIC ADMINISTRATOR II	MA03	8
253A	DEPUTY PUBLIC DEFENDER I	MA16	8
2532	DEPUTY PUBLIC DEFENDER II	MA16	8
2533	DEPUTY PUBLIC DEFENDER III	MA16	8
2534	DEPUTY PUBLIC DEFENDER IV	MA16	8
127A	DEPUTY PUBLIC GUARDIAN/CONSERVATOR/INVESTIGATOR I	MA03	7.5
1275	DEPUTY PUBLIC GUARDIAN/CONSERVATOR/INVESTIGATOR II	MA03	7.5
132A	ELECTIONS TECHNICIAN I	MA01	7.5
1323	ELECTIONS TECHNICIAN II	MA01	7.5
1319	ELECTIONS TECHNICIAN III	MA01	7.5
1396	ELIGIBILITY ASSISTANT	MA01	7.5
1035	EMERGENCY SERVICES COORDINATOR	MA03	7.5
066A	ENGINEERING TECHNICIAN I	MA04	7.5
0663	ENGINEERING TECHNICIAN II	MA04	7.5
0662	ENGINEERING TECHNICIAN III	MA04	7.5
1135	ENVIRONMENTAL COMPLIANCE SPECIALIST	MA02	7.5
080B	ENVIRONMENTAL HEALTH SPECIALIST I	MA03	7.5
0806	ENVIRONMENTAL HEALTH SPECIALIST II	MA03	7.5

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
1037	EPIDEMIOLOGIST	MA03	8
1110	EQUIPMENT SERVICE ASSISTANT	MA02	7.5
1117	EQUIPMENT SERVICE WORKER I	MA02	7.5
1369	ENGLISH AS A SECOND LANGUAGE (ESL) INSTRUCTOR	MA03	7.5
1193	EVENT SYSTEMS SUPERVISOR	MA03	7.5
1195	FAIR COORDINATOR	MA03	7.5
0395	FINANCIAL SYSTEMS ANALYST	MA04	7.5
0732	FIRE HEAVY EQUIPMENT MECHANIC	MA02	7.5
1194	FRONT OF HOUSE MANAGER	MA03	7.5
094A	GEOGRAPHIC INFORMATION SYSTEMS ANALYST I	MA04	7.5
0947	GEOGRAPHIC INFORMATION SYSTEMS ANALYST II	MA04	7.5
080A	HAZARDOUS MATERIALS SPECIALIST I	MA03	7.5
0800	HAZARDOUS MATERIALS SPECIALIST II	MA03	7.5
1025	HEALTH EDUCATOR	MA03	7.5
1032	HEALTH EDUCATOR - BILINGUAL	MA03	7.5
1112	HEAVY EQUIPMENT MECHANIC	MA02	7.5
1150	HOUSEKEEPER	MA02	7.5
0907	INSTALLER	MA04	7.5
0679	LANDSCAPE ARCHITECT OR DESIGNER	MA04	7.5
1143	LANDSCAPE SERVICES SUPERVISOR	MA02	7.5
114A	LANDSCAPE SERVICES WORKER I	MA02	7.5
1144	LANDSCAPE SERVICES WORKER II	MA02	7.5
1179	LEAD COOK	MA02	7.5
0909	LEAD INSTALLER	MA04	7.5
0964	LEAD SYSTEMS ENGINEER	MA04	8
141A	LEGAL PROCESS ASSISTANT I	MA01	7.5
141B	LEGAL PROCESS ASSISTANT I - BILINGUAL	MA01	7.5
1415	LEGAL PROCESS ASSISTANT II	MA01	7.5
1411	LEGAL PROCESS ASSISTANT II - BILINGUAL	MA01	7.5

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
1417	LEGAL PROCESS SPECIALIST	MA01	7.5
1690	LEGAL RESEARCH ASSISTANT	MA03	8
152C	LEGAL SECRETARY I	MA01	7.5
1524	LEGAL SECRETARY II	MA01	7.5
0405	LIBRARIAN I	MA03	7.5
0404	LIBRARIAN II	MA03	7.5
1377	LIBRARY AIDE	MA03	7.5
1376	LIBRARY ASSISTANT I	MA03	7.5
1375	LIBRARY ASSISTANT II	MA03	7.5
1371	LIBRARY DESK SUPERVISOR	MA03	7.5
136A	LIBRARY TECHNICAL ASSISTANT I	MA01	7.5
1363	LIBRARY TECHNICAL ASSISTANT II	MA01	7.5
1364	LIBRARY TECHNOLOGY PROGRAM COORDINATOR	MA03	7.5
1178	LIFEGUARD	MA01	8
1130	MAINTENANCE ELECTRICIAN	MA02	7.5
0649	MAINTENANCE EQUIPMENT OPERATOR	MA02	7.5
1149	MARIN CENTER UTILITY LEAD WORKER	MA02	7.5
1132	MARIN CENTER UTILITY WORKER	MA02	7.5
1116	MATERIALS & EQUIPMENT SPECIALIST	MA02	7.5
1113	MECHANIC	MA02	7.5
0293	MEDIA TECHNICIAN	MA01	7.5
1270	MEDIATION CASE DEVELOPER	MA03	7.5
1272	MEDIATION CASE DEVELOPER - BILINGUAL	MA03	7.5
1271	MEDIATION COORDINATOR	MA03	7.5
1373	MOBILE LIBRARY ASSISTANT	MA02	7.5
1019	OCCUPATIONAL THERAPIST	MA03	7.36
134A	OFFICE ASSISTANT I	MA01	7.5
1344	OFFICE ASSISTANT II	MA01	7.5
1345	OFFICE ASSISTANT II - BILINGUAL	MA01	7.5

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
1341	OFFICE ASSISTANT III	MA01	7.5
1342	OFFICE ASSISTANT III - BILINGUAL	MA01	7.5
1365	OFFICE SPECIALIST	MA01	7.5
0614	OPEN SPACE INTERPRETIVE NATURALIST	MA04	8
0623	OPEN SPACE PARK RANGER	MA02	7.5
0598	OPEN SPACE PLANNER	MA04	7.5
112A	PARK EQUIPMENT MECHANIC I	MA02	7.5
1121	PARK EQUIPMENT MECHANIC II	MA02	7.5
1157	PARK RANGER	MA02	7.5
072A	PARKING ENFORCEMENT OFFICER I	MA04	7.5
0724	PARKING ENFORCEMENT OFFICER II	MA04	7.5
1153	PARKS/OPEN SPACE SEASONAL ASSISTANT	MA02	7.5
1180	PERFORMANCE ATTENDANT	MA03	7.5
1020	PHYSICAL THERAPIST	MA03	7.36
0608	PLANNER	MA04	7.5
0426	PROGRAM COORDINATOR	MA03	7.5
051B	PUBLIC DEFENDER INVESTIGATOR I	MA03	7.5
0513	PUBLIC DEFENDER INVESTIGATOR II	MA03	7.5
080C	PUBLIC HEALTH INVESTIGATOR I	MA03	7.5
080D	PUBLIC HEALTH INVESTIGATOR I - BILINGUAL	MA03	7.5
0809	PUBLIC HEALTH INVESTIGATOR II	MA03	7.5
0808	PUBLIC HEALTH INVESTIGATOR II - BILINGUAL	MA03	7.5
0665	PUBLIC WORKS INSPECTOR	MA02	7.5
035B	PURCHASER I	MA04	7.5
0355	PURCHASER II	MA04	7.5
040A	REAL PROPERTY AGENT I	MA04	7.5
0378	REAL PROPERTY AGENT II	MA04	7.5
0407	REAL PROPERTY AGENT III	MA04	7.5
1122	REPROGRAPHIC TECHNICIAN	MA02	7.5

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
0618	RESOURCE SPECIALIST GIS	MA04	7.5
0410	RETIREMENT BENEFITS ASSISTANT	MA01	7.5
0411	RETIREMENT BENEFITS TECHNICIAN	MA01	7.5
110A	ROAD MAINTENANCE WORKER I	MA02	7.5
1106	ROAD MAINTENANCE WORKER II	MA02	7.5
1182	SEASONAL BIOLOGICAL TECHNICIAN	MA02	7.5
0373	SENIOR ACCOUNTANT	MA04	7.5
1408	SENIOR ACCOUNTING ASSISTANT	MA01	7.5
0824	SENIOR AGRICULTURAL PROGRAM ASSISTANT	MA01	7.5
0346	SENIOR ASSESSMENT-RECORDING-COUNTY CLERK TECH	MA04	7.5
0368	SENIOR AUDITOR	MA04	7.5
0353	SENIOR AUDITOR-APPRAISER	MA04	7.5
0811	SENIOR BUILDING INSPECTOR	MA04	8
0834	SENIOR BUILDING PERMIT TECHNICIAN	MA04	8
0682	SENIOR CODE COMPLIANCE SPECIALIST	MA04	7.5
0901	SENIOR COMMUNICATIONS TECHNICIAN	MA04	7.5
1137	SENIOR CUSTODIAN	MA02	7.5
0804	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	MA03	7.5
1128	SENIOR EQUIPMENT SERVICES WORKER	MA02	7.5
0948	SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST	MA04	7.5
0678	SENIOR LANDSCAPE ARCHITECT OR DESIGNER	MA01	7.5
1176	SENIOR LIFEGUARD	MA01	8
1127	SENIOR MAINTENANCE ELECTRICIAN	MA02	7.5
1027	SENIOR NUTRITIONIST	MA03	7.5
0599	SENIOR OPEN SPACE PLANNER	MA04	7.5
0607	SENIOR PLANNER	MA04	7.5
0412	SENIOR RETIREMENT BENEFITS TECHNICIAN	MA01	7.5
1105	SENIOR ROAD MAINTENANCE WORKER	MA02	7.5
0698	SENIOR SHERIFF SERVICES ASSISTANT	MA04	7.5



<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
0963	SENIOR SYSTEMS ENGINEER	MA04	7.5
0648	SENIOR TRANSPORTATION PLANNER	MA04	7.5
0714	SHERIFF'S PROPERTY & EVIDENCE TECHNICIAN	MA01	7.5
0715	SHERIFF'S SENIOR PROPERTY & EVIDENCE TECHNICIAN	MA01	7.5
0700	SHERIFF'S SERVICE ASSISTANT	MA04	7.5
1326	SHIPPING & RECEIVING CLERK	MA02	7.5
1109	SIGN FABRICATOR	MA02	7.5
1081	STAFF PSYCHIATRIST	MA03	7.5
1131	STATIONARY ENGINEER	MA02	7.5
0905	SUPERVISING COMMUNICATIONS DISPATCHER	MA04	8
0624	SUPERVISING OPEN SPACE PARK RANGER	MA02	7.5
1156	SUPERVISING PARK RANGER	MA02	7.5
0961	SYSTEMS ENGINEER	MA04	7.5
0951	SYSTEMS TECHNICIAN	MA04	7.5
095A	TECHNOLOGY SYSTEMS SPECIALIST I	MA04	7.5
0953	TECHNOLOGY SYSTEMS SPECIALIST II	MA04	7.5
0954	TECHNOLOGY SYSTEMS SPECIALIST III	MA04	7.5
1023	THERAPY AIDE	MA03	7.35
1188	TRAFFIC SAFETY MAINTENANCE WORKER	MA02	7.5
0617	VEGETATION & FIRE ECOLOGIST	MA04	7.5
1220	VICTIM/WITNESS ADVOCATE	MA03	7.5
1221	VICTIM/WITNESS ADVOCATE - BILINGUAL	MA03	7.5
0333	VITAL STATISTICS CLERK	MA01	7.5
0601	WASTE MANAGEMENT SPECIALIST	MA04	7.5
1170	WATER & IRRIGATION SPECIALIST	MA02	7.5
0997	WIC BREASTFEEDING PEER COUNSELOR	MA03	7.5

\*\* The parties agree to a joint unit modification petition to move the Behavioral Health Care Assistant from the General to the HHS bargaining unit.

## SIDE LETTER AGREEMENT

### Career Development and Equal Employment Opportunity

The County and the Union (the “parties”) enter into this agreement to help further County employees’ career development goals and the objectives of the County’s Equal Employment, Anti-Harassment and Anti-Retaliation Policy (PMR21).

Discrimination complaints by employees will continue to be governed by PMR 21.

#### Matters Covered by the Career Development and Equal Employment Opportunity Side Letter

- A. Upon the request of either party, but no more than once every six months, representatives of the parties will meet to review matters covered by this agreement and to take the appropriate steps to further the objectives of this agreement. The parties will discuss an implementation plan for the items below. No more than three representatives of management and three representatives of labor shall attend these meetings unless the parties mutually agree to invite additional representatives. Union representatives, where eligible, may use union release time to attend these meetings.
- B. PMR 42.7
  1. PMR 42.7 will be modified to:
    - a. Refer to the release time as “Career Development Release Time”
    - b. Career Development Release Time shall be available to all employees in the covered classifications;
    - c. Expand the number of release time hours each year from 20 to 22.5 for 37.5 hour employees and to 24 for 40 hours employees; and
    - d. Management will respond (grant or deny) all requests for Career Development Release Time within 14 calendar days of receipt of the request. Requests for Career Development Release Time will not be unreasonably denied.
  2. Requests for Career Development Release Time will not be unreasonably denied. Requests for Career Development Release Time will not be denied solely because the County will incur cost such as overtime, additional hours worked by a part-time employee or by a Contingent Hire to cover for the employee while she/he is absent from work for Career Development Release time. The County shall notify all employees who are eligible to use Career Development Release Time that they are eligible.
    - a. Upon the modification of PMR 42.7 the County shall notify each eligible employee.
    - b. It shall notify each eligible employee when s/he is hired.
    - c. It shall send annual notices to all eligible employees about the availability of Career Development Release Time. Employees who have questions about this release time and how to use it should contact Human Resources for additional information.
  3. The parties will work together within three (3) months of implementation of the Career Release Time policy, to establish an education plan to inform County employees including management about the Career Development Release Time.
  4. County Departments will try to make the time provided in PMR 42.7 available to employees and will support the use of Career Development Release time identified in PMR 42.7. The County

will train managers on the proper use of Career Development Release Time, which will include supporting and encouraging the use of such release time. (Note: MAPE understands that the County wants to move the Release Time provision of the PMRs from 42.7 to 44. If the parties agree to move the release time provisions to PMR 44, all references to the PMR section in this agreement shall be changed accordingly.)

5. Employees shall not be required to use the Career Development Release Time identified above for trainings that the County is requiring an employee to attend or trainings that would not provide upward mobility.
6. Within three (3) months of the ratification of this agreement, the parties shall develop a list of all classifications eligible for release time in B1 above. The parties shall update these lists from time to time.

C. Oral Boards

The County shall have at least one woman and at least one man on each oral board.

D. Career Ladders

Within six (6) months of the implementation of the Career Release Time policy, MAPE will review the career ladders for MAPE classifications that were created by Human Resources. The career ladders which MAPE will review shall not be limited to those which provide horizontal movement by employees. Thereafter, the parties will meet to discuss 1) amending current career ladders to add additional career opportunities 2) developing training and communications materials about career ladders and career development to distribute to County employees. No more than three representatives of management and three representatives of labor shall attend these meetings unless the parties mutually agree to invite additional representatives. Union release time may be used for these meetings.

E. NOW Consent Decree

The parties agree that this Side Letter of Agreement combined with the other related County policies, regulations and collective bargaining agreement language sufficiently addresses the subjects covered by the NOW consent decree and therefore MAPE supports the County's action to pursue a petition to be released from the NOW consent decree. However nothing herein requires MAPE to file a petition to intervene in the NOW consent decree litigation or to make any filing in U.S. District Court related to the Decree.

## **SIDE LETTER AGREEMENT**

### **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 or retirees 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. 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.