

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF MARIN

AND

MARIN ASSOCIATION OF PUBLIC EMPLOYEES HEALTH  
AND HUMAN SERVICES WORKERS

September 19, 2021 – June 30, 2024

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## **COLLECTIVE BARGAINING AGREEMENT**

### **MARIN ASSOCIATION OF PUBLIC EMPLOYEES, HEALTH & HUMAN SERVICES WORKERS & COUNTY OF MARIN**

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Marin Association of Public Employees (MAPE) (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.

#### **Section I. Recognition**

- A. County hereby recognizes Union as the bargaining representative for the employees in the representation unit certified by the County Personnel Commission on February 16, 1998 and modified on June 2, 1972, April 26, 1974, and June 4, 1976 and thereafter as needed, consisting of the job classifications in Attachment A.
- B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin County consonant with its obligations to the employees it represents.
- C. County and Union affirm the principle that harmonious labor/management relations are promoted and furthered where there is the broadest possible Union membership of employees in the representation unit. When a person is hired in any of the covered job classifications, County shall notify such person that the Union is the recognized bargaining representative for the employees in said unit.

#### **Section II. Existing Laws, Regulations and Policies**

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

## **A. Discrimination**

1. No member, official or representative of the Union shall in any way suffer any type of discrimination in connection with continued employment, promotion or otherwise by virtue of membership or participation in or representation of the Union.
2. The parties to the 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 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 and anti-harassment policies (Personnel Management Regulations 21).

## **Section III. Administration**

### **A. Employee Representatives**

The Union may, by written notice to the Director or Human Resources and the Director of Health and Human Services, designate members as shop stewards. Shop stewards shall be permitted reasonable time for Union activities. Total employee time in all the union bargaining units spent on Union business during each week shall not exceed twenty-eight (28) hours, and no individual employee shall spend more than four (4) hours of County time on Union business exclusive of the Safety Committee.

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

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

When any shop steward is conducting business as defined above, the steward will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Upon returning to his/her duty station, the shop steward will notify his/her supervisor. Upon arriving

at the workplace of an employee to be represented, the shop steward shall normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public.

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

## **B. 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, 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 Agreement will be authorized to be on leave at any one time. Further, such leave may only be approved for a maximum period of six (6) months per employee, unless the parties mutually agree otherwise.

## **C. Posting of Notices**

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

## **D. Shop Steward**

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

## **E. Bargaining Committee**

In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed seven (7) persons, plus the chapter president. Employee members of Union's bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations.

## **F. Payroll Deductions**

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



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

#### **G. Notices**

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

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

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

#### **H. 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 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 III A.

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

### **Section IV. County Rights**

- A. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.
- B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service;

determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with the Agreement.

- C. This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code or Personnel Management Regulations (PMRs) relating to the merit system or personnel administration. The Personnel Commission shall continue to exercise the authority vested in it by County Code and Personnel Management Regulations.
- D. The Union agrees, without further action by the County or the Union, 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.
- E. Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of representation.

## **Section V. Salaries**

### **A. Salary Adjustments**

#### **1. General Adjustments**

Effective September 19, 2021 following adoption of the Agreement, 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. Equity Adjustments**

Effective September 19, 2021, the Crisis Specialists (1488), Licensed Crisis Specialist (1486), and Crisis Specialist III (1485) will receive a 6.0% adjustment.

#### **3. Salary Survey**

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 and Berkeley

## **B. 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.

## **C. Crisis Specialists**

The Crisis Specialists assigned to the jail will receive a ten-percent (10%) assignment differential.

## **D. 1989-90 Contract Negotiations**

During the 1989-90 contract negotiations, it was agreed that all current adult social workers would be grandfathered as Social Service Worker II's. All current Social Service Workers with master's degrees in Adult Services and all Mental Health Practitioners II's with master's degrees will continue to receive a five-percent (5%) differential. Incumbents in Children's Social Service who met or were within six (6) months of meeting the Child Welfare Worker II minimum qualifications were grandfathered as Child Welfare Worker II's.

Mental Health Practitioners who did not have a Licensed Clinical Social Worker (LCSW) or Marriage, Family, and Child Counselor (MFCC) license (who met or were within 6 months of meeting the Mental Health Practitioner III qualifications) were grandfathered as Mental Health Practitioner III's.

## **E. Reduction in Force**

For the purpose of reduction in force or bumping subsequent to reduction in force, the seniority of all social workers who are permanent employees as of the date of ratification of the 1989-90 Agreement, in both the adult and child welfare areas, will be counted as the

same. No employee will be promoted solely as a result of exercising their rights under the Agreement. The grandfathering agreement will remain in effect until the employees affected separate from County service.

## **F. Child Protective Services (CPS)/Adult Protective Services (APS) Emergency Response**

### **1. Emergency Response Standby**

Employees performing CPS and APS after hours/on-call work will be paid the following rates per shift:

- Weeknight: \$158.59
- Weekend Days: \$260.85
- Holidays: \$388.59

FLSA non-exempt employees shall be paid for all hours actually worked in addition to receiving emergency response standby pay.

### **2. Emergency Response Call-Back**

Any employee called out from emergency response standby to provide an in-person emergency response during an APS/CPS after hours shift shall be compensated at the employee's hourly rate of pay for actual time worked, travel time included, with a guaranteed minimum of three (3) hours, unless the work immediately precedes their regular shift.

### **3. ARC, Standby Pay, and Call-Back**

Employees who are being paid emergency response standby and/or emergency response call-back pay pursuant to this section shall not be eligible for either administrative response compensation (ARC) pay, standby pay, or call-back pay as provided in other sections of this Agreement.

## **G. Adult Protective Services**

When adult protective services are legally mandated, the parties agree to meet and confer to develop the job specifications and salary levels for a new APS position.

## **H. Shift Differentials**

The County agrees to pay shift differential for the classes of Crisis Specialist I, II, III and Eligibility Worker I, II, III at the following rate: 7.5% swing and 10% graveyard (plus an additional 10% for weekends, if required). Employees must work a minimum of four (4) hours within the defined shift to qualify for the shift differential.

1. For all hours worked on a regularly assigned work shift in which four (4) or more hours fall between 5:00 p.m. and 10:00 p.m. (swing shift), the rate of 7.5% shall be paid.
2. For all hours worked on a regularly assigned work shift in which four (4) or more hours fall between 10:00 p.m. and 8:00 a.m. (graveyard shift), the rate of ten percent (10%) shall be paid.
3. Shift differentials shall not be included within the base rate of pay but shall be added to the base rate of pay under the conditions specified in this section. All employees in the same class shall be paid the same differential for each hour worked. 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. Extra Hire employees are eligible for shift differential only when working on an assigned basis.

4. During a shift in the Crisis Unit without a registered nurse assigned, one (1) Crisis Specialist may be assigned medication duty and receive five-percent (5%) premium pay of base salary for the shift worked.

#### **I. Assignment Differential**

Mental Health Practitioner and Licensed Mental Health Practitioner and corresponding bilingual classes assigned to work in the jail will be eligible for a ten-percent (10%) assignment differential.

#### **J. Promotion**

An employee who is promoted to a classification having a greater maximum salary than his/her former position shall receive the minimum salary for the new range or one (1) step not less than five percent (5%) above his/her former salary, whichever is greater, providing that the salary is within the new salary range. Percentage salary increase for promotions are to be based on hourly rates.

#### **K. 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.

## **L. 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 to a classification that is 40 hours per week full time, or vice versa), the employee will continue to work the scheduled hours of his/her Regular Hire classification. An employee's eligibility for overtime and leave accrual shall be pursuant to his/her regular classification.

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

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

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

## **M. Administrative Response Compensation (ARC)**

Administrative response compensation may be provided to employees in the Senior Social Service Worker and Emergency Medical Services Specialist classifications when designated by the Department of Health & Human Services for this assignment. The duties of the administrative response assignment require that the employee be available by telephone or pager from 5:00 p.m. to 8:00 a.m. on weekdays and twenty-four (24) hours a day on Saturdays, Sundays, and County defined holidays. Designated employees must be available to respond by telephone to staff who work in twenty-four- (24) hour facilities or to staff who

provide twenty-four (24) hour, emergency protective response to children or adults. Employees assigned to this duty are not required to return to a worksite or restrict their activities in any way other than being available to respond by telephone to the twenty-four-(24) hour staff. Administrative response compensation (ARC) will be paid at the rate of three dollars and fifty cents (\$3.50) per hour.

#### **N. License Reimbursement**

The County will reimburse for the costs of one license renewal per year for Regular Hires in the following classifications:

Mental Health Practitioner (Code 1089)

Mental Health Practitioner Bilingual (Code 1090)

Licensed Mental Health Practitioners (Code 1087)

Licensed Mental Health Practitioners Bilingual (Code 1091)

Licensed Crisis Specialist (Code 1486)

#### **O. 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.

### **Section VI. Step Increases**

- A. With the implementation of the biweekly payroll system, employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if the paid step increase is supported by an appropriate performance evaluation and all other requirements are met.
- B. For five (5) step salary ranges, Regular Hire employees are eligible, upon completion of one (1) year (2,080 hours) of regularly scheduled service, to receive salary step increases based upon "meets standards" or higher performance evaluations.
- C. For three (3) step salary ranges, Regular Hire employees are eligible after two thousand eighty hours (2,080) hours of employment for a step increase if supported by a "meets standards" or higher performance evaluation.

- D. Performance evaluations for Regular and Contingent Hire (Extra Hire) employees must accompany the payroll-personnel action form (101) when a salary step increase is recommended.
- E. An employee who does not receive a step increase on said employee's yearly anniversary date shall be eligible after six (6) months (1,040 hours) of regular service to be reconsidered for this step increase if the employee demonstrates job performance which meets or exceeds standards. If said step increase is granted, the employee's anniversary date for future step increases shall remain the original anniversary date as long as the criteria specified in Section VI (A) are met.
- F. Overtime shall not count toward accumulation of hours as used in this section.
- G. All probationary employees (either new hire or promotions) shall be evaluated not later than the end of their fourth (4th) month of probationary service and again not later than the end of the tenth (10th) of the month of such service. Nothing in this section shall alter the County's right to release an employee from employment at any time during the probationary period.

### **Section VII. Bilingual 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.

### **Section VIII. Hours of Work and Workload Standards**

#### **A. Professional Service and Workload Standards for Exempt Employees**

##### **1. Applicability**

Section VIII.A only applies to employees designated as FLSA exempt.



## 2. Professional Service

- a. It is the intent of the parties to endeavor to work together to ensure this subsection works well for both employees and the County.
- b. Employees covered by this subsection have professional status and all work assignments are of a professional nature. Because successful performance is not directly related to time input, each assignment requires variable amounts of time, depending on the personal professional approach of the employee and the particular circumstances of each case. Accordingly, such employees shall be accountable for results rather than time worked. Employees who are covered by this subsection typically have flexibility in their work hours. However, such flexibility is dependent upon an employee's work assignment and the needs of the public that they serve.
- c. Workload assignments will be made on the basis of an assumed forty (40) hour week; however, employees are not required to be present or in work status on a regular eight (8) hour day, five (5) day week basis but shall adjust time and location of work to suit workload needs. No penalty shall be suffered by an employee who works fewer than forty (40) hours in a given week or eight (8) hours in a given day, nor shall any overtime be paid or credited for hours worked in excess of eight (8) hours in a day or 40 hours in a week. It is expected that full-time employees work full-time within the flexibility provided by this subsection. Likewise, employees who work less than full-time must work the appropriate hours for their position. Notwithstanding the foregoing it is not the intent of this subsection to authorize the flexibility in scheduling to extend vacation.
- d. Employees may be required to be present for given time periods in given locations for the convenience of the public, for training, or for other departmental purposes related to public service. Employees shall provide requested information regarding work schedules to their supervisors. Notwithstanding the foregoing, the County reserves its right to set schedules.
- e. The parties recognize the needs of the public and the ability to provide adequate services are essential. To that end, units and programs have established and will continue to establish systems of employee backup.
- f. Departmental new employee orientations shall include a discussion of the flexibility of work schedules allowed by this subsection and the rights, expectations, and obligations associated with such schedules.
- g. Notwithstanding the flexibility in work schedules allowed by this subsection, the County has the right to be informed of the work schedules of employees and to have the ability to effectively communicate with employees throughout the workday. Therefore, employees shall provide requested information regarding work schedules to their supervisors. Supervisors and employees shall work together to establish systems of communication throughout the workday.
- h. The County may require the employee to be present for given times in given location for the convenience of the public, for training, or for other departmental purposes related to public service. Where the County requires a schedule modification, that modification and the reasons will be provided to the employee. Where possible, the

supervisor will provide advance notice regarding scheduling modifications. The parties recognize that deviation from established schedules may be necessary to effectively respond to the needs of the public, and the concept of professional service presumes that such discretion is appropriate.

- i. An employee’s ability to telework is governed by any applicable provisions of this agreement and/or the applicable Personnel Management Regulation, not by this subsection.

**3. Workload Standards**

**1. Generally**

Workload standards during the term of this Agreement shall be as follows:

<b>Functional Service Unit</b>	<b>Average Number of Cases to be Assigned Per Functional Unit</b>	<b>Maximum Number of Cases to be Assigned to Any One Worker</b>
General Social Services	38	48
Assessment	55	65
Adoption	45	55
Vocational Services	55	65
Licensing	55	65

**2. Determining Average Workload**

Workload and Caseload Standards based upon factors including but not limited to unit staffing, legal requirements, number of cases, function, quality of service to clients, shall be mutually developed for all applicable classifications including but not limited to: Mental Health Practitioners. Language developed through this process by mutual agreement shall replace the contract language in Section VIII.A.3.1, above, and Section VIII.A.3.4, below. In hiring any part-time staff, the above standards will be applied on a proportional basis.

**3. Additional Staffing**

Authorization of additional full-time staff by the Board of Supervisors will be requested by the department head and County Administrator whenever the workload in a unit of the department exceeds the applicable standards by more than fifty percent (50%) of one (1) caseload after three (3) consecutive months in the general social services and licensing functional service units and after two (2) consecutive months for the assessment, adoption and vocational services functional services units.

**4. Changes to Workload Standards**

Notwithstanding the provision of Section VIII.A.3.1, above, the department head and Union may agree upon and implement different workload standards as specified in Section VIII.A.3.1, above, subject to the following conditions, limitations, and authorizations:

- a. Such different workload standards must be mutually agreed upon between department and Union and committed to writing.

- b. In no case shall any different workload standards necessitate additional staff over and above that which may be required under the provisions of Section VIII.A.3.1, above,
- c. In no case shall any different workload standards serve as justification for or be utilized in support of any position reclassifications.

**5. Reports on Workload and Caseload**

The County shall provide to the Union copies of reports which the County provides to the state or which are generated by the state based on County data regarding caseload size and composition, size of the workforce and funding bases. The County shall authorize the appropriate persons in the department to provide the Union with the above information.

**B. Hours of Work for Non-Exempt Employees**

**1. Applicability**

Section VIII.B only applies to employees designated as FLSA non-exempt.

**2. Workweek/FLSA Workweek**

**a. Standard Workweek**

The standard workweek shall consist of five (5) days, Monday through Friday inclusive. This standard shall not apply to employees in work units which have different schedules of work and/or operation.

**b. Standard FLSA Workweek**

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

**c. Flex time/Alternative Work Schedules**

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

**1. Flex time**

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

**2. Alternative Work Schedule**

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

### **3. Workday**

A normal workday shall consist of eight (8) consecutive hours of work within a maximum nine (9) hour period, interrupted by a lunch break of not less than one half (1/2) hour or more than one (1) hour.

### **4. Shifts and Work Schedules**

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, employees will be given ten (10) days' notice prior to any change in their work schedule.

### **5. 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.

### **6. Rest Periods**

Under normal conditions, the work schedule of all employees shall provide for a fifteen (15) minute rest period during each four (4) hour period. At the discretion of the department head or designee, an employee may combine breaks with an unpaid lunch break. Rest periods are paid and therefore no payments will be made for rest periods that are not taken.

### **7. Missed Rest Periods for Crisis Specialists and Behavioral Health Care Assistants**

The parties recognize that the rest periods, as described above, should normally be taken and employees should make efforts to accommodate rest periods within their shifts. However, due to mandatory staffing requirements and the nature of the [Crisis Stabilization Unit (CSU)], Crisis Specialists and Behavioral Health Care Assistants working in CSU may be unable to take their rest periods. Crisis Specialists and Behavioral Health Care Assistants will be provided additional compensation for missed breaks as follows:

- a. Crisis Specialists and Behavioral Health Care Assistants working in CSU who have completed an eight (8) hour shift without a rest periods will receive a payment equivalent to 25% of their base hourly wage in lieu of the fifteen (15) minute rest period provided (i.e., two (2) payments in lieu of two (2) rest periods during an eight (8) hour shift).
- b. This shall not be paid as time worked but as a non-payroll adjustment.
- c. This payment is provided based on the parties' agreement that it is being paid for a rest period taken outside of normal working hours and thus is to be excluded from MCERA retirement allowance calculations.

## 8. Overtime

### a. Generally

Overtime shall be compensated to the nearest six (6) minute increment. Prior authorization of the County Administrator must be secured by the department head and communicated by the department head to the employee. The County shall make best efforts to distribute overtime as equitably as possible among employees in a work unit by considering factors, including, but not limited to, availability, skills, training, and experience.

### b. Calculating Overtime

Except as provided herein, overtime shall be defined as time worked in excess of forty (40) hours per week (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:

- Crisis Specialist
- Crisis Specialist I/II/III
- Licensed Crisis Specialist
- Child Welfare Worker Series

### i. Crisis Specialists and Behavioral Health Care Assistants Daily Overtime

Crisis Specialists and Behavioral Health Care Assistants shall be paid overtime for hours worked beyond their scheduled shift.

### ii. Crisis Specialists and Behavioral Health Care Assistants Off Duty Hours Between Shifts

In addition, Crisis Specialists and Behavioral Health Care Assistants working in Crisis Stabilization Unit (CSU) shall receive a minimum of ten (10) hours off duty between shifts. If a Crisis Specialist or a Behavioral Health Care Assistants is required to double back and return to work before the expiration of this ten (10) hour off-duty period, the second (2nd) shift in a twenty-four (24) hour workday will be paid at the rate of time-and-a-half overtime.

### c. FLSA Regular Rate

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 work week.

**d. Timing of Payment**

Employees subject to this subsection shall be paid for overtime worked not later than the second (2nd) paycheck following performance of work at one and one-half (1-1/2) times the base rate of pay.

**9. Compensatory Time**

- a. Compensatory time is calculated at time and one half of the base rate of pay.
- b. Qualifying employees may accumulate up to forty (40) hours of overtime to be taken as compensatory time off in-lieu-of paid overtime with the approval of the department head.
- c. 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.

**10. Minimum Call Back**

Any Regular Hire employee who has departed from a work location and is called back is guaranteed a minimum of two (2) hours' employment at an applicable rate of pay unless the work immediately precedes their regular shift. This provision only applies to situations in which employees are required to physically return to his/her work location.

**11. Standby**

Standby is appropriate where an employee must remain available to report to work. 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. This provision shall not apply to any shift in which an employee is eligible for Emergency Response pay pursuant to Section V.F. Standby shall not be paid concurrently with ARC pay.

**Section IX. Perquisites (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 benefits.

Perquisites shall apply to Regular Hire County employees only unless the contract language specifically mentions Contingent Hire (Extra Hire) employees.

**A. Vacation**

- 1. Each Regular Hire employee shall be entitled to annual vacations on the basis of years/hours of continuous service in accordance with the following schedule. Vacation credit shall be expressed and accrued at the hourly rates shown.

<b>Months of Service</b>	<b>Hourly Accrual</b>	<b>Maximum Hours Pay Period</b>	<b>Days accrued per year</b>
0 through 108 months	.0577	4.616	15
Greater than 108 months	.0770	6.160	20

2. Vacation time shall be accumulated as indicated in Section IX(A)1 above.
3. Employees with six (6) months (1,040 hours) of service shall be allowed vacation up to the number of days/hours actually accrued. Any employee whose employment terminated after six (6) months (1,040 hours) of service shall be granted vacation pay on a prorated hourly basis.
4. Employees shall be given their preference in vacation time within the limits of the vacation schedule that shall be mutually agreed upon between the department head and the Union.
5. Unused Vacation Time

Accumulated unused vacation time shall not exceed three hundred (300) hours per employee. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the County Administrator, in the County Administrator's sole discretion, in cases where such is beneficial to County. Such approval will not be unreasonably withheld.

6. Illness While on Vacation

If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

## **B. Holidays**

1. Designated

Regular Hire employees shall be entitled to the following holidays with pay: 1) The first (1st) day of January; 2) the third (3rd) Monday in January; 3) the third (3rd) Monday in February; 4) the last Monday in May; 5) the fourth (4th) day of July; 6) the first (1st) Monday in September; 7) Veterans' Day; 8) Thanksgiving Day; 9) the Friday immediately following Thanksgiving Day; 10) December 25; and everyday appointed by the President of the United States or the Governor of the State of California of a public fast, thanksgiving or holiday and approved by the Board of Supervisors.

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.

Employees working in twenty-four-hour (24) hour facilities shall observe the holiday on the actual holiday.

December 24 and 31 shall be observed as four- (4) hour holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday, and providing that those two (2) days are not deemed holidays in accordance with the first two (2) paragraphs above.

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.

## 2. Contingent Hire (Extra Hire) Employees

### a. Working on a Holiday

Contingent Hire (Extra Hire) workers who work on a holiday, as provided in Section B1, 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 workers who work a holiday.

### b. 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 they have 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.

## 3. Floating Holidays

a. Regular Hire employees are entitled to four (4) workdays (32 hours) per year that shall be deemed floating holidays to be taken at any time or times during the year after accrual with the approval of the department head.

b. Each Regular Hire employee on the payroll as of July 1 shall be credited immediately with four (4) floating holidays (32 hours) for the fiscal year. Floating holidays for new employees will be prorated as follows:

- Employees newly appointed prior to October 31 shall be credited with four (4) standard workdays as floating holidays for the fiscal year.
- Any employee appointed between November 1 and February 28 (29) shall be credited with two (2) standard workdays for the balance of the fiscal year.



- Any employee appointed between March 1 and May 31 shall be credited with one (1) standard workday for the balance of that fiscal year.
  - Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year.
- c. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.
- d. 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) workdays if the termination occurs between July 1 and December 31, or four (4) workdays if the termination occurs between January 1 and June 30.
4. Equal Holidays

Regardless of days worked or days off, each Regular Hire employee is entitled to the same number of paid holidays per year as would be earned by an employee covered by the holiday schedule in Sections IX(B)1 and IX(B)2 above. This section is provided with the intent of assuring equitable treatment for all employees.

5. In-Lieu Holidays

For a Regular Hire employee who does not work a Monday-through-Friday schedule, the day immediately following the employee's two (2) days off shall be deemed to be a holiday in-lieu-of the day observed. 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 for 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.

**C. 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.

**D. Insurance and Retirement**

**1. Continuation**

The benefits in the past Agreement terminating June 30, 2018 shall remain in effect, except for the benefit changes that were agreed to occur during this contract term.

**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. 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 apply to Regular Hire employees only unless the Agreement language specifically mentions Contingent Hire (Extra Hire) employee coverage.

**4. Eligibility**

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.

**5. County Contribution**

Bi-Weekly Fringe Benefits

Regular Hire employees enrolled in a County medical plan and in fringe Group MH10 receive bi-weekly fringe benefit payments beginning in December 2021 for calendar year 2022 as follows:

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

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

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

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.

## **6. 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.

## **7. Employees Working Less Than Half-Time / Contingent Hire (Extra Hire) Employees**

All Regular Hire employees normally assigned to work less than half of a pay period who do not qualify under Section 6 above and all Contingent Hire (Extra Hire) employees 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.

## **8. Contingent Hire Crisis Specialists In-Lieu-of Benefits**

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

**9. Part-Time Regular Hire Crisis Specialists In-Lieu-of Benefits**

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

**10. 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.

**11. 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.

**12. Long-Term-Care Insurance**

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

**13. 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.

**14. 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.

**15. Long-Term Disability Insurance**

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

**16. 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.

**17. 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.

**18. 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.

**19. Retirement**

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 PEPR 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.

**20. Teamsters Local Union 856, Health and Welfare Trust**

For the term of 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 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:

$$\begin{aligned} & (\text{Employee only total enrollment} \times \text{health plan employee only monthly rate}) \\ & + (\text{Employee+1 total enrollment} \times \text{health plan employee + 1 monthly rate}) + \\ & (\text{Employee+family total enrollment} \times \text{health plan employee + family monthly rate}) = \text{Plan cost} \end{aligned}$$

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 15.0%, the County will discontinue offering the Teamsters PPO plan to County 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
Total Enrollment	1500	770	560

**Illustrative Monthly Rates:**

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

<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.

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.

**E. Sick Leave**

1. 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. Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by an employee at any time.
2. Each Regular Hire, full-time employee's sick leave under the biweekly payroll system shall be accrued at the hourly rate of .0462 (3.696 hours per 80-hour pay period worked) up to the maximum in Section IX(E)3 below.
3. Effective July 2004, there will be no cap on unused sick leave.
4. 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 a familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave.
5. 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.
6. Sick leave with pay shall be granted for normal medical reasons or illness due to pregnancy. Sick leave with pay shall not be granted for any injury attributable to an

outside occupation for which workers' compensation benefits are available and engagement therein has not been authorized.

7. During the first six (6) months of service, an employee may, one time only, take sick leave in excess of the number of days/hours accumulated as aforesaid, not to exceed five (5) days (40 hours); however, if an employee takes excess sick leave, such excess sick leave shall be subtracted from future accumulations as above provided until accumulation equals excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in Section IX(E)2, above.
8. Employees may use seventy-five percent (75%) of their unused accrued sick leave balance toward retirement service credit.
9. Sick Leave for Contingent Hire (Extra Hire) Employees

The County agrees to provide sick leave benefits in accordance with the AB 1522 Paid Sick Leave law. Pursuant to this Law, effective July 1, 2015, Contingent Hire (Extra Hire) 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 cannot 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 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.

## **F. COVID Related Leaves**

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

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

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



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

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

**b. Childcare**

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

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

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

**G. 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.

**H. Industrial Accidents**

1. In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge, against sick leave during the first (1st) 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 off 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.

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 workers' 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.

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

3. Continuation of Benefits

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

4. 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.
5. Pursuant to Cal Reg §9781, the employee may request a one-time change of physician with a notice provided to their assigned claims administrator.
6. 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.
7. A pre-designation form is available on the MINE. Employees may also request this form from the Human Resources Department.

## **I. Physical Examination**

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

## **J. Occupational Health**

County and Union agree that the maintenance of employee's physical health is a basic component of satisfactory work performance, that an ongoing program of medical examination and review of medical conditions as it relates to performance of assigned duties will be developed, and that the parties shall meet and confer on the development of this program and endeavor to reach agreement during the term of this Agreement. The County shall comply with all applicable federal, state and County safety regulations and shall furnish to employees, as needed, all safety equipment therein required.

## **K. Non-Stated Benefits**

The County and the Union agree that the benefits specifically stated in the basic Agreement or applicable Agreement addenda 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.

## **L. Leaves of Absence**

1. All leaves of absence without pay, except maternity leave, in excess of thirty (30) calendar days, shall be subject to the approval of the department head. Such approval of the department head shall be based on the merits of the request and the needs of the County. In no case shall such leaves of absence without pay be approved in excess of ninety (90) calendar days.

Regular 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.

In the case of maternity leave, the department head, at his/her discretion, may extend the leave up to an additional sixty (60) calendar days beyond the four (4) months mandated by the state. Such request shall not be denied unreasonably.

2. 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.
3. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued vacation and approved professional leave (if applicable). In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation and approved professional leave (if applicable), except that the employee may retain up to ten (10) days/eighty (80) hours accrued vacation time.
4. 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.
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 in accordance with PMR 44.8. Part-time employees may use the leave on a pro rata basis.

## **M. 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. Any amount received as jury fees for such service shall be waived or returned to the County. Regular Hire employees shall retain any expenses reimbursement.

The County will adjust the work schedules of employees who do not work a Monday-Friday day shift schedule to that 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.

**N. 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 mileage for employees who use their own automobiles for County business.

**O. Other Benefits**

All other benefits provided by County as of the effective date of this Agreement shall be continued in effect for the term of this Agreement subject only to such changes as may be approved by the Board of Supervisors after negotiation with the Union.

**Section X. Part-Time Employees**

- A. All Regular Hire employees working less than forty (40) hours per pay period will have the option of continuing or discontinuing benefit coverage in the medical, dental and life insurance programs.

Any employees electing to continue said coverage shall be entitled to all benefits provided in this Agreement on a reduced time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation.

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

- B. All newly appointed Regular Hire employees working less than forty (40) hours per pay period will be ineligible for County medical, dental and life insurance coverage and/or any other benefit option except as provided by law.

**Section XI. Contingent Hire (Extra Hire) Employees**

**A. Contingent Hire (Extra Hire) Step Increases**

Contingent Hire (Extra Hire) hours for the purposes of computation for the step increases will be credited as follows:

- 1. Conversion

A Contingent Hire (Extra Hire) employee who continuously occupies a position with a five- (5) step salary range for twelve (12) months (2,080 hours) shall, if thereafter appointed on a Regular Hire basis, be compensated at the second (2nd) step of the salary range.

A Contingent Hire (Extra Hire) employee who continuously occupies a position with a three- (3) step salary range for twelve (12) months (2,080 hours) shall if thereafter appointed on a Regular Hire basis, be compensated at the fourth (4th) step (middle step) of the salary range.

## 2. Step Increases

Contingent Hire (Extra Hire) employees may be advanced one (1) step in a five- (5) step salary range the first (1st) day of the pay period following completion of two thousand eighty (2,080), four thousand one hundred sixty (4,160), six thousand two hundred forty (6,240) and eight thousand three hundred twenty (8,320) hours of total paid service, provided that the recommendations for increases are made in conformance with the provisions in Section VI(A) through Section VI(C) on step Increases.

The periodic increase date for an employee who has a change in status from Contingent Hire (Extra Hire) to Regular Hire or Regular Hire to Contingent Hire (Extra Hire) shall be based on the total paid service. The periodic increase date will be the first (1st) day of the pay period following twelve (12) full months (2,080 hours) of paid service and the first (1st) day of the pay period following each year (2,080 hours) of paid service thereafter, provided that the recommendations for increases are made in conformance with the provisions in Section VI(A) through Section VI (C) on step increases.

## B. Contingent Hire (Extra Hire) Employee Benefits

### 1. Sick Leave and Vacation

An employee who has worked on an 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 and sick leave accruals for Contingent Hire (Extra Hire) on the basis of actual hours worked up to a maximum of eight (80) hours of sick leave and eight (80) hours of vacation leave. Contingent Hire (Extra Hire) employees will be notified of this at time of hire.

Contingent Hire (Extra Hire) employees on the payroll as of October 1, 1986 are grandfathered in with accumulated vacation and sick leave benefits computed on the basis of actual hours worked. Sick leave for Contingent Hire (Extra Hire) employees may be taken only in connection with scheduled shifts.

### 2. Overtime

Contingent Hire (Extra Hire) employees in classifications designated by an asterisk (\*) in Attachment A shall be paid for overtime worked not later than the second (2nd) paycheck following performance of work at one and one-half (1-½) times the hourly rate of pay, subject to the following conditions and authorizations:

- a. Overtime is time worked beyond eight (8) hours per day, or forty (40) hours per week or the employee's standard workday or week, whichever is longer, or on holidays other than Saturday or Sunday.

- b. Overtime shall be compensated to the nearest quarter hour.
- c. Prior authorization must be secured by the department head and communicated by the department head to the employee.

**C. Use of Volunteers**

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

**D. Use of Contingent Hire (Extra Hire)**

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.

**Section XII. Grievance Procedure**

**A. Grievance Defined**

A grievance is a claimed violation, misinterpretation, inequitable application or noncompliance with the following provisions:

- 1. Collective Bargaining Agreement
- 2. County Ordinances
- 3. Resolutions
- 4. Rules
- 5. Policies
- 6. Regulations
- 7. Existing practices affecting the status or working conditions of County employees

**B. Exclusions**

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

### **C. 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.

### **D. Informal Grievance**

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

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

### **E. 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, regulations, or contract 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.

## **F. 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.

## **G. 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 and 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.

## **H. 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 XII A(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 ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
2. **Alternative B**  
This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. Provided that the County Administrator and the Union 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 decision of the arbitrator



shall be final and binding on all parties. However, the amount of the award is subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure in excess of \$50,000.

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

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

## **I. General Conditions**

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 the 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 all expenses for the services of the arbitrator, including obtaining a list(s) from SMCS, shall be shared equally by 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 an arbitrator without good cause shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

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

Amendments of 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.

## **Section XIII. Reduction in Force**

Whereas, Personnel Management Regulation 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management.

Now, therefore, the County and Union agree to hereby adopt the following procedures to effect a layoff, reduction in force or reappointment.

## **A. Classes Outside of Bargaining Unit**

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

## **B. Order of Layoff**

1. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. 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.
2. If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:
  - a. Seniority will be based on date of hire in the affected classification and will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited based on date of hire into the classification AND the full time equivalency (FTE). Time spent on leave of absence without pay beyond 12 consecutive weeks will not count toward seniority. Employees in lower-level classes underfilling the affected classification will be laid off first.
  - b. If the seniority of two (2) or more employees in the affected classification or higher classifications(s) is equal, departmental seniority shall be determinative.
  - c. If all the above factors are equal, the date permanent status in County service is achieved shall be determinative.
  - d. If all the above factors are equal, date of certification of appointment shall be determinative.
3. The break in service of an employee who is reinstated pursuant to Section XIII F shall not be counted as County service.

## **C. Exceptions**

Notwithstanding the foregoing, if the public interest will not be served by application of the above criteria, the appointing authority may depart there from 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 Section B, 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 shall thereafter made a decision within five (5) days, and that decision shall be final.

#### **D. Bumping**

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

An employee may refuse an offer of transfer or bumping for reasons of hardship, without affecting rights, within five (5) days of notification.

#### **E. Transfer**

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

#### **F. Reemployment Following Reduction in Force**

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in the classifications. Individuals demoted in-lieu-of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the reappointment of individuals who have been laid off.
2. Each person who has been laid off or demoted in-lieu-of a layoff from a position the person held, shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.
3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to reemployment and be removed from the reemployment list.
4. Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as in this section (F).
5. Should there be no person on the department reemployment list eligible and available for reemployment, the position shall be filled by the countywide reemployment list for the same classification. The Department of Human Resources shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the

countywide reemployment list for selection by the appointing authority. The countywide reemployment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.

6. Persons selected from the County reemployment list shall have their names removed from the department reemployment list for the classification in which they were reemployed. Should there be no person on the countywide reemployment list eligible and available for reemployment, vacancies shall be filled from an appropriate eligible list.
7. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by Personnel Management Regulation 41.9.
8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all right and benefits legally permissible.

#### **G. Right to Reemployment Contingent Hire (Extra Hire) After Reduction in Force**

If Contingent Hire (Extra Hire) 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), 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) in writing should an 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 paragraph A above but shall forfeit the right to further reemployment under Section XIII (F) and (G).

#### **H. Notice to Employees and Recognized Employee Organizations**

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

### **Section XIV. Disciplinary Appeals**

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.

### **Section XV. Strikes and Lockouts**

- A. During the term of this Agreements, County agrees that it will not lockout employees, and the Union, despite any sanctions or instructions by their international union or central labor council, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with County that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.
- B. Each party consents to and waives any defenses against an injunctive action by the other party to restrain any violation of this section.

### **Section XVI. Service Improvements**

Union shall have the right, and is encouraged to utilize the right, of formulating and presenting proposals for improved work methods and changes in standards of public service. Such recommended change shall first be discussed with the department head and County Administrator but may be presented to the Board of Supervisors subsequent to such discussion without the endorsement of the department head or the County Administrator.

### **Section XVII. Rights of Employees**

No employee of the unit, after completion of probationary status, shall be discharged for incompetence or inefficiency unless said employee has, at least forty-five (45) days prior to termination been notified in writing of the deficiencies in the employee's performance and been provided a reasonable opportunity to correct them within said forty-five- (45) day period. An employee is entitled to only one (1) forty-five- (45) day notice during any consecutive twelve-(12) month period for said deficiencies. An employee who has received such a forty-five- (45) day notice and who has satisfactorily corrected said deficiencies before the expiration of said forty-five- (45) day period shall, during the twelve (12) months from the date of the initial forty-five- (45) day notice, be subject to discharge on ten (10) days' notice in the event of further similar deficiencies. If no similar deficiencies recur for twelve (12) months or more from the date of the initial forty-five- (45) day notice, then the forty-five- (45) day notice requirement shall be reinstated.

## **Section XVIII. Retirement**

### **A. General**

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

Employee contributions to retirement will be paid from pretax dollars.

Employees contribute up to fifty percent (50%) of the retirement cost-of-living adjustment (COLA), not to exceed 1.58%.

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

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

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

## **Section XIX. Saving Clause**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any 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.

## **Section XX. Waiver Clause**

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

## **Section XXI. State Disability Insurance (SDI)**

As agreed, the employee will pay the full premium cost for State Disability Insurance (SDI), and no County contribution will be made toward participation in the plan. The County and Union further agree that the following actions shall be taken for the coordination of benefits:

- The County sponsored long-term disability insurance plan shall be modified to provide coordination of benefits with SDI benefits.
- The County sick leave program shall be modified for coordination of benefits with SDI benefits.
- The County workers' compensation benefits shall be modified for coordination with SDI benefits.

- The Agreement sick leave borrowing provision allowing borrowing of up to five (5) workdays shall be limited to the first six (6) months of employment as new County employee.

### **Section XXII. Indemnification and Defense of County Employees**

The County shall defend and indemnify an employee against any claim or action against the employee on account of any action or omission in the scope of the employee's employment with the County as an employee, in accordance with and subject to the provisions of California Government Code Sections 825, et seq. and 995, et seq. Nothing herein is intended to, nor shall be deemed to, supersede the County's herein referenced obligation as they may not be defined by statutory or case authority.

### **Section XXIII. Reemployment**

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

### **Section XXIV. Job Sharing**

Whenever possible, the County agrees to accommodate requests for job sharing of budgeted positions.

### **Section XXV. Union Security**

#### **A. 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 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.

#### **B. 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.

#### **C. Indemnification**

The Union shall indemnify, hold harmless, and defend the County against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not

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

### **Section XXVI. Personnel Files**

The original or a copy of all material which reflects on an employee or an employee's performance which is to be placed in any employee personnel file shall be provided to said employee in advance of placement in the personnel file. Said file shall be available at all reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

### **Section XXVII. Policies and Procedures**

The County agrees to meet and confer with the Union on the subject of career ladders.

#### **A. Continuing Education**

County will provide release time for training required for renewal of licenses where a professional license is a requirement of the job class.

#### **B. Labor/Management Committee**

A. 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 a designee. The purpose of the Committee is to discuss at the earliest possible time issues that arise during the term of the Agreement that contribute to or detract from positive, productive employee-employer relations involving employees in classifications in the bargaining unit.

Employee representatives will be permitted release time in accordance with Section III (A) of the collective bargaining agreement. The Committee will meet every other month except as mutually agreed upon.

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

### **Section XXVIII. Safety**

#### **A. General Safety Committee**

The County will establish a joint labor/management safety committee consisting of members of the bargaining unit and management representatives.



**B. Psychiatric Emergency Services (PES) Safety Committee**

Representatives of labor and management shall meet quarterly, or as otherwise agreed upon by the parties, as part of the existing PES Safety Committee. Labor shall designate two members of this bargaining unit to the Committee.

**C. Mental Health Safety Issues**

Safety issues and related training shall be included in agendas of regular staff meetings.

Annual management of assaultive behavior training and release time or paid work time to attend such training will be offered to employees of the Mental Health Division.

**Section XXIX. 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.

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

MARIN ASSOCIATION OF PUBLIC  
EMPLOYEES - HEALTH AND HUMAN  
SERVICES WORKERS

COUNTY OF MARIN NEGOTIATION  
COMMITTEE

\_\_\_\_\_  
Elizabeth Rodriguez, MAPE President and  
Unit Negotiator

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

\_\_\_\_\_  
Cathy Clary, MAPE Secretary

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

\_\_\_\_\_  
Lucia Vieira, Unit Negotiator

\_\_\_\_\_  
Erica Butler, Unit Negotiator

\_\_\_\_\_  
Daniel Solis, Unit Negotiator

\_\_\_\_\_  
Terri Fachko, Unit Negotiator

\_\_\_\_\_  
Sachiko Okano, Unit Negotiator

\_\_\_\_\_  
Tofani Grava, Unit Negotiator,

\_\_\_\_\_  
Roland M. Katz, Executive Director

RATIFIED:

APPROVED:

MARIN ASSOCIATION OF PUBLIC  
EMPLOYEES - HEALTH AND HUMAN  
SERVICES WORKERS

BOARD OF SUPERVISORS OF THE  
COUNTY OF MARIN

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
ATTEST

**ATTACHMENT A**

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
0993	BEHAVIORAL HEALTH CARE ASSISTANT *	MH10	8
1242	CHILD WELFARE WORKER I *	MH10	8
1244	CHILD WELFARE WORKER I – BILINGUAL *	MH10	8
1243	CHILD WELFARE WORKER II *	MH10	8
1246	CHILD WELFARE WORKER II – BILINGUAL *	MH10	8
1488	CRISIS SPECIALIST *	MH10	8
1485	CRISIS SPECIALIST III *	MH10	8
1078	DENTAL HYGIENIST	MH10	8
1399	ELIGIBILITY SPECIALIST *	MH10	8
138A	ELIGIBILITY WORKER I *	MH10	8
138B	ELIGIBILITY WORKER I – BILINGUAL *	MH10	8
1386	ELIGIBILITY WORKER II *	MH10	8
1388	ELIGIBILITY WORKER II – BILINGUAL *	MH10	8
1385	ELIGIBILITY WORKER III *	MH10	8
1393	ELIGIBILITY WORKER III – BILINGUAL *	MH10	8
1041	EMERGENCY MEDICAL SERVICES SPECIALIST *	MH10	8
1223	EMPLOYMENT DEVELOPMENT COUNSELOR *	MH10	8
1228	EMPLOYMENT DEVELOPMENT COUNSELOR – BILINGUAL *	MH10	8
1486	LICENSED CRISIS SPECIALIST *	MH10	8
1087	LICENSED MENTAL HEALTH PRACTITIONER	MH10	8
1091	LICENSED MENTAL HEALTH PRACTITIONER - BILINGUAL	MH10	8
1089	MENTAL HEALTH PRACTITIONER	MH10	8
1090	MENTAL HEALTH PRACTITIONER - BILINGUAL	MH10	8
0418	PROGRAM SPECIALIST CCS *	MH10	8
0420	PROGRAM SPECIALIST CCS – BILINGUAL *	MH10	8
1276	REGISTERED DENTAL ASSISTANT *	MH10	8
1257	SENIOR CHILD WELFARE WORKER *	MH10	8

<b>Class Code</b>	<b>Class Title</b>	<b>FG</b>	<b>Workday Hours</b>
1277	SENIOR REGISTERED DENTAL ASSISTANT *	MH10	8
1252	SENIOR SOCIAL SERVICES WORKER *	MH10	8
1230	SENIOR SUPPORT SERVICES WORKER *	MH10	8
1232	SENIOR SUPPORT SERVICES WORKER – BILINGUAL *	MH10	8
1241	SOCIAL SERVICES WORKER I *	MH10	8
1233	SOCIAL SERVICES WORKER I – BILINGUAL *	MH10	8
1239	SOCIAL SERVICES WORKER II *	MH10	8
1234	SOCIAL SERVICES WORKER II – BILINGUAL *	MH10	8
1225	SUPPORT SERVICE WORKER I *	MH10	8
1226	SUPPORT SERVICE WORKER I - BILINGUAL *	MH10	8
1227	SUPPORT SERVICE WORKER II *	MH10	8
1229	SUPPORT SERVICE WORKER II – BILINGUAL *	MH10	8

## **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 Contingent Hire (Extra Hire) employees and part-time (less than half-time) employees or if the number of hours an employee must work to be eligible for benefits under the ACA changes, the union or the County may re-open the contract on this subject.

## SIDE LETTER AGREEMENT

### 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 (Extra 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 B. 1. above. The parties shall update these lists from time to time.

#### C. Oral Boards

1. 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.

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.