

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

PROBATION MANAGERS ASSOCIATION

July 1, 2018 – June 30, 2021

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE COUNTY OF MARIN AND
MARIN COUNTY PROBATION MANAGERS' ASSOCIATION

JULY 1, 2018 – JUNE 30, 2021

The salaries, hours, fringe benefits, and working conditions, set forth reflect previously existing and current practices and agreements bargained by the County of Marin (hereinafter called "COUNTY") and the Marin County Probation Managers' Association (hereinafter called "Association") and shall apply to all employees of County working in classifications set forth hereunder.

Benefits shall apply to regular County employees only unless language specifically mentions Contingent (Extra)-hire employees.

Section I. Recognition

- A. County hereby recognizes Association as the bargaining representative, for the purpose of establishing salaries, hours, fringe benefits, and working conditions, for all employees in the bargaining unit certified by the Personnel Commission on December 17, 1987 and as subsequently modified consisting of the following job classifications in the Probation Department:

Director of Probation Services
Probation Supervisor

- B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.
- C. Whenever a person is hired in any of the job classifications in this bargaining unit, County shall notify such person that the Association is the recognized bargaining representative for employees in that classification. Both County and Association agree to keep duplicate- originals of this agreement on file in a readily accessible location, available for inspection by any County employee, or member of the public, upon request.
- D. County agrees, upon written consent of the employees involved, to deduct dues, as established by Association, 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. Should any employees within the unit with the support of the Association engage in any strike, slow-down, or other work stoppage during the term of this agreement, County may cease said dues deductions immediately.

Section II. Existing Laws, Regulations and Policies

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

Section III. Discrimination

- A. No member, official, or representative of Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise, by virtue of membership in or representation of Association.
- B. The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of race, religious creed, color, sex, age, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identity or gender, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, political or religious opinions or affiliations, or any other factor unrelated to job performance. Complaints pursuant to such issues shall be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).

Section IV. Bargaining

In connection with contract negotiations, unless otherwise agreed, each bargaining committee will consist of a mutually agreeable number. Employee members of Association's bargaining committee will be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of contract compliance questions.

Section V. Notification

County shall provide Association with five (5) working days' notice prior to any final action by appropriate authority on any matter relating to salaries, hours, working conditions, and/or fringe benefits of employees included within this agreement.

Section VI. Hours of Work

All employees in the representation unit have professional status. Overtime and compensatory time off shall not be paid, granted, accrued or credited, unless specifically identified in XXII below. All positions shall be classified as exempt from earning overtime and compensatory time.

When a probation supervisor is assigned to work at least four continuous hours in Juvenile Hall, which is in addition to their regularly assigned work schedule, that probation supervisor shall be paid a straight time premium for those hours worked. The payment of this premium does not change the FLSA status of these positions.

Section VII. Administration

A. Employee Representatives

The Association may, by written notice to the Director of Human Resources, designate certain of its members as Employee Representatives. Employee Representatives shall be permitted reasonable time for Association activities. Total employee time in the bargaining unit spent on Association business during each week shall not exceed 14 hours and no individual employee shall spend more than four (4) hours of County time on Association business.

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

1. Discuss with an employee a grievance or complaint;
2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on County time, to question visitors or non-employees of the County;
3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
4. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and matters mutually agreed upon;
5. Prepare for meetings mutually agreed by the County and the Association to be scheduled for conferral or other purposes.
6. Any other matters reasonably related to Association business, by mutual agreement between the parties.

When any Employee Representative is conducting business as defined above, the Representative will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the Employee Representative will notify his/her supervisor. Upon arriving at the work place of an employee to be represented, the Employee Representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the Employee Representative is not permitted to contact the employee at the immediate time of this arrival at the work place, the supervisor or designee, upon request, will advise the Employee Representative the reason why he/she cannot do so and the time when the employee will be available.

- B. All association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.
- C. Authorized representatives of Association shall be allowed to post Association notices on bulletin boards maintained on County premises.
- D. The steward may investigate and process formal grievances filed by employees.
- E. A joint committee may be established to reorganize the MOU to make it more “user friendly.”
- F. During the first year of this agreement, the parties agree to establish a joint Labor-Management Committee to discuss issues of mutual interest. The committee shall consist of no more than three representatives from each side.

Section VIII. Health and Safety

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

Section IX. Equipment Provided

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

Section X. Leaves of Absence

- A. All leaves of absence without pay shall be subject to prior approval of the department head. Leave of Absence requests beyond ninety (90) days duration must have the prior approval of the County Administrator.
- B. Regular employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.
- C. Jury Duty: Regular employees summoned for jury duty while on duty shall be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. Any amount received as jury fees for such service shall be waived or returned to the County. Regular employees may retain any expense reimbursement.
- D. Merit System Examinations: Regular employees shall be allowed special leave with pay, during regular working hours, to take merit system promotional examinations scheduled by the County of Marin.

Section XI. Reduction in Force and Reappointment

WHEREAS, PMR 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management.

NOW, THEREFORE, THE COUNTY AND THE ASSOCIATION AGREE to hereby adopt the following procedures to effect a layoff, reduction in force or reappointment.

- A. County and Association 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 Section I-A RECOGNITION, 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. 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 full time equivalency (FTE). Time spent on a leave of absence without pay beyond 12 consecutive weeks will not count toward seniority. Employees in lower classes underfilling the affected classification will be laid off first.
 - b. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
 - c. If all of the above factors are equal, the date permanent status in County service is achieved shall be determinative.
 - d. If all of the above are equal, date of certification for appointment shall be determinative.
3. The break in service of an employee who is reinstated pursuant to Section 6 shall not be counted as County Service.

C. Exceptions

Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by application of the above criteria, the appointing authority may depart there from on the basis of a clearly demonstrable superiority in performance and/or qualifications. 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 who shall hold a hearing within fifteen (15) days after receipt of the appeal and who shall thereafter make a decision within five (5) days and that decision shall be final.

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, if the employee has previously held status in such classification with the County. An employee who is bumped, shall be laid off in the same manner as an employee whose position is abolished.

E. Transfer

All effort will be made by the County Human Resources Department to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7, but no longer than the effective date of such layoff or reduction.

F. Re-employment Following Reduction in Force

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in the 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 had 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 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 weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.
4. Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in A.
5. Should there be no person on the department re-employment list eligible and available for re-employment, the position shall be filled by the Countywide re-employment list for the same classification. The Human Resources Department shall certify up to five of the remaining eligible persons in order of seniority in the classification from the Countywide re-employment list for selection by the appointing authority. The Countywide re-employment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.
6. Persons selected from the Countywide re-employment list shall have their names removed from the department re-employment list for the classification in which they

were re-employed. Should there be no person on the Countywide re-employment list eligible and available for re-employment, 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 upon reappointment. Periodic increase dates shall be controlled PMR 41.
8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

G. Notice to Employees and Recognized Employee Organizations

Regular employees designated for layoff or demotion shall be notified in writing at least two (2) calendar weeks prior to the anticipated date of termination or demotion.

Section XII. Vacations

A. Accrual Rates

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

Months of Service	Hourly Standard Accrual	Max Work Days/Year
0 through 24 months	.0385	10
Greater than 24 months through 108 months	.0577	15
Greater than 108 months through 228 months	.0770	20
Greater than 228 months through 348 months	.0962	25
Greater than 348 months	.1154	30

B. Vacation After Six Months

The department head may authorize vacations up to the number of days/hours actually accrued after six (6) months' (1040 hours) of continuous employment.

C. Unused Vacation Time

Accumulated unused vacation time shall not exceed forty-five (45) working days (360 hours). Thereafter, additional accumulation shall be suspended, unless otherwise approved in advance by the County Administrator, in the Administrator's sole discretion, in cases where such is beneficial to County.

D. Holiday and Sickness During Vacation

When a holiday falls within an employee's vacation period, that day will not be charged against the employee's accrued vacation leave. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

E. Vacation Payment at Termination

A person who resigns, retires, is laid off or discharged and who has earned vacation time to their credit, shall be paid for the vacation as of the effective date of the termination, except that no payment shall be made to any employee who has been employed less than six consecutive months (1040 regular hours).

Section XIII. Sick Leave

A. General

1. Each regular full time employee under the bi-weekly payroll system shall accrue sick leave at the hourly rate of .0462.
2. Unused sick leave shall be accumulated without limit.
3. Sick leave with pay up to the total number of working days accumulated shall be granted by the department head in case of bona fide illness or injury of the employee. Whenever such is reasonable, the Department Head may require a physician's certificate, or other evidence confirming the illness or injury, prior to the employee returning to work.
4. Leave with pay up to six (6) consecutive working days yearly shall be granted by the department head for an employee who must care for a son, daughter, spouse or domestic partner residing in the same household during illness. Such leave shall be charged against accumulated sick leave.

B. **Contingent-Hire Employees**

1. Pursuant to State Law, effective July 1, 2015, temporary employees (contingent hire employees) are eligible to receive 24 hours of sick leave per year after more than 30 days of employment with the County.
2. One day is equivalent to 7.5 hours or 8.0 hours, dependent on the employee's job classification.
3. All notice requirements and rules regarding the appropriate use of sick leave apply to contingent hire employees.

C. Bereavement

Leave with pay up to five (5) consecutive working days (40 regular hours) shall be granted by the department head in case of death of mother, father, spouse, sister, brother, son, daughter, or domestic partner of a regular employee. Bereavement leave in the case of death of other persons may be granted only upon approval of the County Administrator. Such leave shall be charged against accumulated sick leave.

D. Exceptions

Sick leave with pay shall not be granted for any illness or injury attributable to an outside occupation, for which Worker's Compensation benefits are available and engagement therein has not been authorized.

E. Industrial Accidents

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

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

In accordance with Labor code section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after 30 days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area. On or after January 1, 2005, upon completion of the employer created "Medical Provider Network" this provision will be altered to reflect the provisions of the new law.

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

*the predesignated physician shall submit a signed form attesting to their agreement to be the individual's treating physician in the event of a Worker's Compensation Injury or Illness and that they will adhere to the rules and regulations governing treating physicians pursuant to LC 9785. This Form will be attached to the predesignated form on file with the employer.

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

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

F. Catastrophic Leave Donation Plan

Association members are eligible to receive catastrophic leave donations from other employees as part of the County's Catastrophic Leave Donation Plan.

G. Physical Examination

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

H. Retirement Service Credit

Employees may use 75% of their unused accrued sick leave balance toward retirement service credit.

Section XIV. Holidays

- A. Regular employees shall be entitled to the following designated holidays with pay: (1) New Year's Day; (2) Martin Luther King, Jr. Day; (3) President's Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Veteran's Day; (8) Thanksgiving Day; (9) the Friday immediately following Thanksgiving Day; (10) Christmas Day; and any other day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors.
- B. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or a Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following his two days off shall be deemed to be a holiday in lieu of the day observed.
- C. December 24 and December 31 shall be observed as half-day (four hours) holiday if those dates fall on a work day of an employee who is scheduled to work Monday through Friday with regular days off on Saturday and Sunday.
- D. To be eligible for the holiday pay, employees must be in paid status on both the day before and the day after the holiday.
- E. Floating Holidays
1. Two (2) work days (16 hours) per year shall be deemed a floating holiday, which may be taken at any time during the year after accrual with the approval of the department head.
 2. Each regular employee on the payroll as of July 1 shall be credited with two (2) floating holidays (16 hours) for that fiscal year. Employees newly appointed between July 1 and December 31 shall be credited with 2 standard workdays (16 hours) as floating holidays

for that fiscal year. Any employee appointed between January 1 and May 31 shall be credited with 1 standard workday (8 hours) as floating holiday for the balance of the fiscal year. Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year.

3. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.
4. Upon termination any unused floating holiday shall be paid at a straight time base rate.

The County shall be reimbursed for used but unearned floating holidays upon the employee's retirement or termination from County service.

F. Equal Holidays

Regardless of days worked or days off, each employee is entitled to the same number of paid holidays during the year as would be earned by an employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sunday.

Section XV. Management Leave

The County will credit each full-time management employee who is exempt under the Fair Labor Standards Act (FLSA) and not eligible for time-and-a-half overtime under this Agreement with forty (40) hours of management leave effective July 1, 2008 and every July 1st thereafter. Employees in seventy-five- (75) hour, eligible job classes, part-time employees in eligible job classes, and employees hired into eligible job classes after the effective date will be credited with a pro-rated amount of management leave. Employees, newly appointed between July 1 and October 31, shall be credited with 5 standard workdays (40 hours) as management leave for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with 2.5 standard workdays (20 hours) as management leave for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with 1 standard workday (8 hours) as management leave for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no management leave for that fiscal year.

Management leave is credited to eligible employees as acknowledgement of the extra hours that management employees are required to work from time to time. Management leave is not a vested right nor compensation for services rendered and as such is not subject to payout upon separation from employment. Unused management leave will carry over from fiscal year to fiscal year as long as the incumbent is a regular-hire employee of the County.

Section XVI. 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. Effective July 11, 1999, the County will use the annual IRS mileage reimbursement rate for mileage reimbursement for employees who use their own automobiles for County business.

Section XVII. Benefits/Medical, Dental, Life and Supplemental Benefits

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee's regular hire FTE. Hours worked as a contingent hire (i.e., Extra Hire) employee, and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits.

A. Biweekly Fringe Benefits:

Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments in calendar year 2018 as follows:

Employee Only	Employee +1 Dependent	Employee + Family
\$514.60	\$585.39	\$785.01

Effective December 2018, December 2019, and December 2020, 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%) to five percent (5.0%) based on the Kaiser Silver premium increase (or the premium increase to the County's lowest cost HMO at that time) to benefited employees at the employee plus one (1) and employee plus family benefit levels.

Effective the first full pay period in July 2018, an employee who is enrolled in County health benefits and receives any form of cash back shall only receive up to a maximum of one-hundred (\$100) dollars per pay period.

Elimination of Cash Back for New Members and Employees Not Receiving Cash Back as of July 1, 2018

Effective July 1, 2018, there will be no cash back of any remaining unused amount of an employee's bi-weekly fringe benefit package for new members hired on or after July 1, 2018 and for employees who do not receive cash back as of July 1, 2018.

Hold Harmless One-Time Payment

For those members receiving hold harmless payments as of June 30, 2018, in recognition of the elimination of such payments, the affected members will receive a one-time, non-pensionable payment equivalent to 2 years of each members' respective hold harmless amount.

Effective the first full pay period in July 2018, an employee who previously received any Hold Harmless payment will no longer receive such payment.

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 \$100.00 per pay period as cash back. Otherwise, effective December 16, 2007, there will be no additional cash back provided.

- B. Effective March 29, 2000, all represented employees will enroll in the Vision Services Plan as a mandatory benefit. Enrollment is optional to dependents who must be enrolled at the same time or within 30 days of becoming a dependent.
- C. The County agrees to meet and confer with Association in connection with negotiations, bid invitations, or changes in coverage of applicable medical, dental, life and long-term disability insurance programs.

D. Teamsters Local Union 856, Health and Welfare Trust

For the term of July 1, 2018 through June 30, 2021 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”). The County’s participation will be effective the plan year beginning January 1, 2019. All terms herein are conditioned upon the County and the Teamsters Trust entering into a contract no later than August 17, 2018, for participation in the Anthem PPO, which shall be accomplished through reasonable, good-faith negotiation.

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”)¹, if the Teamsters Plan’s required renewal premium rates exceed each of the competing carriers (e.g., KP and WHA) renewal rates by more than 15.0%, the Teamsters Plan will be automatically discontinued as an offering to all County of Marin participants as of January 1st of the immediately following calendar year. The calculation to determine the total cost of each plan will be:

(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

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.

¹ 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: 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 of Marin participants effective January 1st 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

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.

Section XVIII. Application

- A. This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Collective Bargaining Agreements, understandings and agreements, whether formal or informal are hereby superseded and terminated in their entirety.
- B. Existing practices and/or benefits provided by ordinance or resolution of the Board of Supervisors or as provided in the Marin County Code and which are referred to in the Contract shall be provided in accordance with the terms of the Contract.
- C. It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this Collective Bargaining Agreement thereto be administered and observed in good faith.
- D. Except as stipulated above, nothing in this Contract shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Contract. It is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this Contract.

Section XIX. Retirement

- A. 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 benefits change may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.
- B. For employees hired after January 1, 2013 without reciprocity from another public agency system as determined by MCERA:

In compliance with the State of California's Pension Reform Act of 2013, the County will make no contribution towards the employee's retirement contribution. This change will be effective the first full pay period of July 2015.

For employees hired before January 1, 2013:

Effective the first pay period in July 2018, the County will reduce its remaining .63% Employer Paid Member Contribution (EPMC) to .315% of an employee's bi-weekly salary towards the employee's retirement contribution.

Effective the first pay period in July 2019, the County will eliminate its remaining Employer Paid Member Contribution (EPMC) of .315% of the employee's bi-weekly salary towards the employee's retirement contribution.

- C. County shall make available provisions of the Internal Revenue Code 414 (H) (2) (Tax Exempt Retirement).
- D. Upon promotion into an Association represented job class, that employee will remain in the retirement plan he/she had as a member of Teamsters, Local 856.
- E. All employees newly hired by the County into an Association represented job class shall enroll in Public Safety Retirement.
- F. Public Safety Retirement
 - Employees enrolled in Public Safety retirement shall contribute an additional five percent (5%) of salary to offset the County's cost of safety retirement.
 - Effective July 7, 2002, current safety retirement bargaining unit employees will utilize the 3% @ 55 retirement formula.
 - Employees will be responsible for payment of 50% of the cost of the Cost of Living Adjustment (COLA) for retirement, not to exceed 3.1%.
 - The parties agree to utilize 7.28% as the present actuarial value of the increased cost for the 3% at 55 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.28% increase or 3.64%.
 - The parties implemented this section in accordance with section 31678.2 of the California Government Code. In accordance with this Section members shall pay the 3.64% as part of the contribution by the employer that would have been required if Section 31664.2 (3% at 55 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e., going forward and backwards).
 - This Agreement shall only be applicable to members who retire on or after the effective date of Resolution implementing this Agreement, or July 7, 2002.

Section XX. Reemployment within Sixty Days

A regular employee who has passed his/her probation period and terminates County service under positive circumstances shall be eligible for reemployment and reinstatement of benefits, as follows, if reemployed within sixty (60) calendar days of termination. For the purposes of benefits, salary, and seniority the employee will be treated as if he/she were returning from a leave of absence without pay. Seniority shall be restored for the purposes of merit increase eligibility, vacation accruals and reduction-in-force, unused sick leave accrual balance will be restored to the level in place on the date of termination.

Section XXI. Promotion

When an employee receives a promotion or a step increase, the salary increase shall be at least 5%, plus or minus 1/2%. In no event shall an employee receive more than the top step of the appropriate range. Otherwise, PMR 41 shall govern salary on promotion.

Section XXII. Wages and Salary

General Salary Increases:

Year 1: Effective the first full pay period in July 2018, or in the first full pay period following ratification and approval, whichever is later, the rate of pay for all classes and employees shall be increased by two and one-half percent (2.5%).

Year 2: Effective the first pay period in July 2019, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

Year 3: Effective the first pay period in July 2020, the rate of pay for all classes and employees shall be increased by two percent (2.5%).

Ratification Bonus: Effective the first full pay period of July 2018, or in the first full pay period following adoption of the agreement, whichever is later, employees shall receive a one-time, non-pensionable payment of \$500.

Training Differential:

Probation Managers designated by the Hiring Authority to conduct formal training for County employees within the Probation department shall receive a five-percent (5%) pay differential for each whole hour the employee provides training within the department. The designation of employees as a trainer is not grievable. The differential is limited to when the manager provides direct training.

Working at Juvenile Hall

A. Shift Differential for employees at Juvenile Hall

For all hours worked between 6:00 p.m. and 6:00 a.m., when four or more hours of the regularly assigned shift fall within this period, probation supervisors assigned to Juvenile Hall will receive a five percent (5%) shift differential based upon the employee's assigned step of the salary range. Shift differentials shall be added, but not included, in the base rate of pay. Shift differentials will not be paid to employees on vacation or other leave status.

B. Assignment to Juvenile Hall:

Assignment at Juvenile Hall or removal of the Assignment at Juvenile Hall is not grievable.

C. Shift Bidding at Juvenile Hall

Shift bidding for supervisors assigned to Juvenile Hall will be conducted twice a year at the same time as the Probations workers assigned to Juvenile Hall conduct shift bidding (approximately November and June of each year). Supervisors assigned to Juvenile Hall will bid for a shift based upon seniority, except that under no circumstances will an employee remain on either the graveyard shift or the day shift for longer than 18 consecutive months. In the event that an employee has remained on either the graveyard shift or the day shift for 18 consecutive months, that employee must select the opposite

shift and in such a case seniority will only be used determine which regularly scheduled days the employee will work.

Section XXIII. Personal Leave

- A. Five (5) work days (40 hours) per year shall be deemed as personal leave days for all staff in this Bargaining Unit.
- B. Approval or denial of personal leave requests is solely at the discretion of the department head.
- C. Personal leave shall not carry over from one fiscal year to the next.
- D. There shall be no compensation for unused personal leave.
- E. Employees, newly appointed between July 1 and October 31, shall be credited with 5 standard workdays (40 hours) as personal leave holidays for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with 2.5 standard workdays (20 hours) as personal leave for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with 1 standard workday (8 hours) as personal leave for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no personal leave for that fiscal year.
- F. The County shall be reimbursed for used but unearned personal leave upon the employee's retirement or termination from County service.

Section XXIV. Grievance Procedure

All grievances shall be processed in accordance with Personnel Management Regulation (PMR) 24.

Section XXV. Probationary Period

All probationary periods shall be for 2080 hours and as provided in PMR 35. The probationary period shall begin on the date of appointment to probationary status in a regular full time or part time position. During the probationary period, the employee may be released at any time without right of appeal or hearing, if the employee has had no prior service in the county under the jurisdiction of the Personnel Commission; provided however, that any employee who has been promoted to a vacant position from a position in which the employee had permanent status, and who is released during the probationary period from the position to which promoted, shall be reinstated in the original position in the class from which promoted, unless the Personnel Commission determines, after hearing, that the reasons for release as a probationer justify dismissal from county service.

Section XXVI. Strike and Lockouts

During the term of this agreement, County agrees that it will not lock out employees, and Association agrees that it will not engage in, encourage or approve any strike, including sympathy strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with County, that all matters

of controversy within the scope of this agreement shall be settled by established grievance procedure.

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

Section XXVII. Waiver Clause

The parties acknowledge that, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of law to the contrary.

Section XXVIII. Severability

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such articles or section.

Section XXIX. Settlement Intent

In the event that County of Marin reaches a tentative agreement with another labor organization for successor Agreement with a 2018-2021 term that provides negotiated General Cost of Living Salary increases that are cumulatively greater than those to which the parties have agreed herein, the County agrees to provide the higher overall (cumulative) General Cost of Living Salary increase to PMA, unless the negotiated salary increase is part of a package proposal. In such an event, PMA can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

In the event that County of Marin reaches a tentative agreement with another labor organization for successor Agreement with a 2018-2021 term that provides an increase to the fringe benefit package that is greater than the fringe benefit changes to which the parties have agreed herein, PMA may elect to substitute the higher Fringe Benefit Package for the fiscal years of the Agreement, unless the negotiated fringe benefit increase is part of a package proposal. In such an event, PMA can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

This provision relates only to negotiated General Cost of Living Salary Increases and fringe benefit package changes and does not apply to equity adjustments or any other increases not specified in this clause.

Section XXX. Term

This agreement shall be in effect from July 1, 2018 through June 30, 2021. It shall continue in effect thereafter from year to year unless either party gives 120 days' notice prior to June 30, 2021, or any yearly anniversary date thereafter to terminate or modify this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within agreement on this 2nd day of November, 2018.

MARIN COUNTY PROBATION
MANAGERS' ASSOCIATION

COUNTY OF MARIN
NEGOTIATION COMMITTEE

[original signed]

[original signed]

RATIFIED:

APPROVED:

MARIN COUNTY PROBATION
MANAGERS' ASSOCIATION

BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

[original signed]

[original signed]

President, Board of Supervisors

Side Letter Agreement to the CBA

PMR REVISIONS

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

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions

Sideletter of Agreement to the CBA

ATOM re-opener

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

Sideletter of Agreement to the CBA

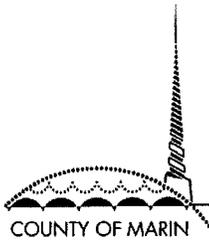
Affordable Care Act (ACA)

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

Sideletter of Agreement to the CBA

Pilot Rental Assistance Program

The County agrees to allocate \$250,000 to an employee rental assistance program which all County employees may be eligible for. The parties agree to meet no later than September 30, 2018 to develop program parameters.



DEPARTMENT OF
HUMAN RESOURCES

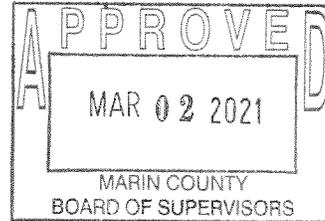
Our Mission: To create a thriving organization, providing meaningful careers in public service.

March 2, 2021

Mary Hao
DIRECTOR

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415 473 6104 T
415 473 5960 F
415 473 5780 TTY
www.marincounty.org/hr

Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, CA 94903



SUBJECT: Tentative agreement between the County of Marin and the Marin County Probation Managers' Association (PMA) to extend the expiration date of the current memorandum of understanding (MOU) for one (1) year and provide specified benefits.

Dear Board Members:

RECOMMENDATION: The Human Resources Department recommends that your Board approve the tentative agreement reached between the County of Marin and the PMA extending the expiration date of the current MOU from June 30, 2021, to June 30, 2022, and providing specified benefits.

SUMMARY: This tentative agreement reflects the County's priorities to ensure the continuation of essential public services while working collaboratively with labor organizations to navigate the economic and operational challenges arising from the COVID-19 pandemic.

The agreed-upon terms include:

Extension:

The tentative agreement extends the current MOU's expiration date from June 30, 2021, to June 30, 2022. All provisions of the MOU are extended, including all side letters, with the exception of specific provisions the parties previously agreed to terminate on a specific date (e.g., terms that expire "effective the final full pay period of the 2018-2021 agreement").

Fringe Benefits:

Existing provisions of the current 2018-2021 MOU regarding employer contribution of fringe benefits shall extend to Benefit Year 2022. For Benefit Years 2021 and 2022, the County will also continue to participate in the Teamsters Local Union No. 856 Health and Welfare Trust.

One-Time Payment:

Each full-time, regular hire employee represented by PMA employed in the Bargaining Unit as of January 1, 2021, shall receive a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00), prorated for part-time regular hire employees. This one-time payment is not pensionable.

COVID-Related Leave:

For employees hired prior to January 1, 2021, the County will extend the time to use any remaining COVID-related leave accrued during calendar year 2020 pursuant to labor agreements then-approved by your Board. New employees hired on or after January 1, 2021, will be provided an allotment of eighty (80) hours of COVID sick leave to be used for COVID-related purposes. This leave shall expire no later than June 30, 2021 for all employees.

Childcare:

Employees will be able to use this COVID-related leave, and continue to use regular County sick leave, for childcare purposes related to the COVID-19 pandemic, subject to operational considerations/supervisor approval, through June 30, 2021.

Effect of Law:

There is considerable uncertainty as to whether Congress or California will enact legislation requiring the County of Marin to provide additional sick leave and/or childcare benefits. In the event that such a law is enacted, the relevant provisions of this tentative agreement shall be superseded by the law; except where the law requires the County to provide a lower amount of COVID-related leave than provided by this tentative agreement, the employee will retain any higher leave balance maintained pursuant to this tentative agreement.

Layoff/Furlough:

The County agrees not to implement a layoff or furlough program prior to January 1, 2022. The County may implement a Voluntary Separation Incentive Program (VSIP) after notice and discussion with PMA.

Subsequent Agreements:

In the event that the County subsequently reaches a tentative agreement with another labor organization for a successor agreement or extension, effective on or before June 30, 2022, that provides either (1) a general cost of living increase, (2) an increase to the County's fringe benefit contributions, (3) any one-time payments to regular hire employees in excess of twelve hundred dollars (\$1,200.00), and/or provides (4) one-time payments to contingent hires, the County will provide the same benefit(s) to employees represented by PMA.

FISCAL IMPACT: These salary and benefit adjustments will result in an incremental cost of \$25,719, of which \$19,200 in non-pensionable one-time payments will be incurred in FY 2020-21 and the remainder would be attributable to increased costs of employer provided healthcare fringe contributions in FY 2021-22.

The rollover of unused COVID leave hours will provide PMA-represented employees with approximately 790 additional leave hours that must be used by June 30, 2021 and cannot be paid out or used for additional retirement service credit. The costs for these additional leave balances is included in the current budget for FY 2020-21. Actual costs will depend on usage, and there may be additional costs associated with overtime or contingent hire backfill for extended leave. We are assuming that all COVID leave expenses will qualify for state or federal reimbursement.

EQUITY STATEMENT: The negotiation of COVID leave and other benefits serves to provide additional leave protections and childcare options for our employees during this unprecedented and challenging time regardless of appointment type or part-time/full-time status. The negotiation of a one-time payment more equitably calibrates financial benefit against normal earnings. The County remains committed to an equity-minded approach in our work with our labor colleagues to best leverage our limited resources to support our employees in meaningful ways.

REVIEWED BY:

- | | |
|--|---|
| <input checked="" type="checkbox"/> County Administrator | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Department of Finance | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> County Counsel | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Human Resources | <input type="checkbox"/> N/A |

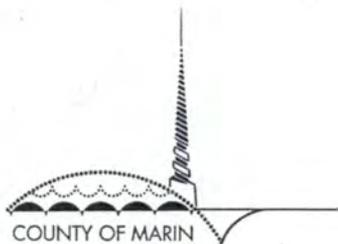
Respectfully submitted,



Jake M. Hurley
Deputy Director of Human Resources

Attachment: Costing Spreadsheet
Tentative Agreement

cc: Matthew Hymel, County Administrator
Roy Given, Director of Finance
Jeff Wickman, Retirement Administrator
Mary Hao, Director of Human Resources



DEPARTMENT OF
HUMAN RESOURCES

Our Mission: To create a thriving organization, providing meaningful careers in public service.

Mary Hao
DIRECTOR

June 22, 2021



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Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Approve addendum to agreement between the County of Marin and the Marin County Probation Managers Association (“PMA”) to provide a one and one-half percent (1.5%) general salary increase, effective the first full pay period of July 2021, or in the first full pay period following Board approval.

Dear Board Members:

RECOMMENDATION: The Human Resources Department recommends that your Board approve the addendum reached between the County of Marin and PMA providing a one and one-half percent (1.5%) general salary increase, effective the first full pay period of July 2021, or in the first full pay period following adoption of the addendum.

SUMMARY: On March 2, 2021, your Board approved the tentative agreement reached between the County of Marin and PMA extending the expiration date of the current MOU from June 30, 2021, to June 30, 2022, and providing specified benefits (“Extension Agreement”). Given the evolution of the County’s financial position over the past few months, this addendum to the Extension Agreement would provide employees represented by PMA a one and one-half percent (1.5%) general salary increase effective the first full pay period of July 2021, or in the first full pay period following Board approval.

The agreed-upon terms include:

General Salary Increase: The addendum provides a one and one-half percent (1.5%) general salary increase to all job classes and employees in the bargaining unit represented by PMA, effective the first full pay period of July 2021, or in the first full pay period following Board approval.

Extension Agreement: The underlying Extension Agreement between the County and PMA remains unchanged except that the one-half percent (1.5%) general salary increase shall be credited when calculating whether and when any additional COLA Increase is due pursuant to the Extension Agreement.

FISCAL IMPACT: The one and one-half percent (1.5%) general salary increase will result in an increased cost of \$40,820 in FY 2021-2022.

EQUITY STATEMENT: The County remains committed to an equity-minded approach in our work with our labor colleagues to best leverage our limited resources to support our employees in meaningful ways.

REVIEWED BY:

- | | |
|--|---|
| <input checked="" type="checkbox"/> County Administrator | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Department of Finance | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> County Counsel | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Human Resources | <input type="checkbox"/> N/A |

Respectfully submitted,

Jake M. Hurley
Deputy Director of Human Resources

Attachment: Tentative Addendum

cc: Matthew Hymel, County Administrator
Roy Given, Director of Finance
Jeff Wickman, Retirement Administrator
Mary Hao, Director of Human Resources

**TENTATIVE ADDENDUM TO AGREEMENT EXTENDING 2018-2021
MEMORANDUM OF UNDERSTANDING**

This is a tentative addendum ("ADDENDUM") to the agreement ("AGREEMENT") between the PROBATION MANAGERS ASSOCIATION ("PMA") and the County of Marin ("COUNTY," collectively "the PARTIES"), said AGREEMENT attached hereto as Attachment A. The terms of this ADDENDUM apply only to PMA-represented employees. This ADDENDUM is subject to approval by the Marin County Board of Supervisors ("BOARD").

RECITALS

WHEREAS, the PARTIES have discussed the adjustments to the projected 2021-2022 fiscal year budget as well as the Settlement Intent language of the AGREEMENT;

WHEREAS, Paragraph 6(a) of the AGREEMENT provides that the County will provide the same COLA increase to PMA in the event that the COUNTY subsequently reaches a tentative agreement with another labor organization for a successor agreement or extension, that provides for a General Cost of Living Salary Increase ("COLA Increase") effective any time between the date the AGREEMENT is signed by the PARTIES, and June 30, 2022.

WHEREAS, the County has offered a 1.5% COLA Increase to another labor organization, which has not, to date, been accepted by that labor organization. Despite the fact that such proposal, without more, does not trigger the language of Paragraph 6(a), the PARTIES wish for this 1.5% COLA Increase to take effect for employees in represented by PMA on the first full pay period of July 2021 without impacting the intent of the Settlement Intent language in the AGREEMENT;

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

TERMS

1. COST OF LIVING SALARY INCREASE (COLA)

- a. Effective the first full pay period of July 2021, or in the first full pay period following adoption of the ADDENDUM, the rate of pay for all job classes and employees shall be increased by one and one-half percent (1.5%).
- b. The one and one-half percent (1.5%) COLA Increase as identified in (a) above shall be credited when calculating whether and when any additional COLA Increase is due pursuant to the Settlement Intent provisions of the AGREEMENT. For example: If the County reaches a tentative agreement with another labor organization for a successor agreement or extension that provides for a total COLA Increase of two percent (1.5% effective October 1, 2021, and .5% effective January 1, 2022), the County shall only be required to increase the rate of pay for all PMA job classes and employees by .5% effective January 1, 2022.
- c. The one and one-half percent (1.5%) as identified in (a) above shall not be reduced under any circumstances. For example, if the County reaches a tentative agreement with another labor organization for a successor agreement or extension that provides for a total COLA

Increase of one percent (1%) effective August 1, 2021, the County shall not reduce the rate of pay for any PMA represented job classes and employees.

2. EFFECT OF ADDENDUM

Except as specifically outlined above, nothing in this agreement shall otherwise impact the terms and conditions of the ratified and adopted AGREEMENT. This ADDENDUM is only intended to apply a 1.5% COLA Increase, and credit this 1.5% COLA Increase against the County's obligations, if any, under the AGREEMENT, as described herein. Neither PARTY intends that this ADDENDUM impacts, adds to, or takes away from, any other existing rights or obligations between the PARTIES.

3. CONSTRUCTION OF THE AGREEMENT

The PARTIES have participated in the drafting of this ADDENDUM and, therefore, this ADDENDUM shall not be construed more favorably or unfavorably against any PARTY.

4. ENTIRE AGREEMENT

No other promises or agreements shall be binding upon the PARTIES with respect to the subject matter of this ADDENDUM unless contained herein, contained in the AGREEMENT, and/or separately agreed to in writing by the PARTIES. This ADDENDUM may not be modified except by a writing signed by the PARTIES.

5. NO PRECEDENT

This ADDENDUM shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future circumstance or dispute.

6. SIGNATURES

The PARTIES agree to accept multiple/electronically transmitted signature pages.

7. ADOPTION OF ADDENDUM

This ADDENDUM must be first ratified and approved by PMA, then approved by the BOARD after a second reading, before becoming effective.

For PMA:

For the COUNTY:

Jeff Virzi
President, PMA

Date

Jake M. Hurley 6/4/2021

Jake M. Hurley Date
Deputy Director, Human Resources

Terry Wright
Vice President, PMA

Date

Increase of one percent (1%) effective August 1, 2021, the County shall not reduce the rate of pay for any PMA represented job classes and employees.

2. EFFECT OF ADDENDUM

Except as specifically outlined above, nothing in this agreement shall otherwise impact the terms and conditions of the ratified and adopted AGREEMENT. This ADDENDUM is only intended to apply a 1.5% COLA Increase, and credit this 1.5% COLA Increase against the County's obligations, if any, under the AGREEMENT, as described herein. Neither PARTY intends that this ADDENDUM impacts, adds to, or takes away from, any other existing rights or obligations between the PARTIES.

3. CONSTRUCTION OF THE AGREEMENT

The PARTIES have participated in the drafting of this ADDENDUM and, therefore, this ADDENDUM shall not be construed more favorably or unfavorably against any PARTY.

4. ENTIRE AGREEMENT

No other promises or agreements shall be binding upon the PARTIES with respect to the subject matter of this ADDENDUM unless contained herein, contained in the AGREEMENT, and/or separately agreed to in writing by the PARTIES. This ADDENDUM may not be modified except by a writing signed by the PARTIES.

5. NO PRECEDENT

This ADDENDUM shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future circumstance or dispute.

6. SIGNATURES

The PARTIES agree to accept multiple/electronically transmitted signature pages.

7. ADOPTION OF ADDENDUM

This ADDENDUM must be first ratified and approved by PMA, then approved by the BOARD after a second reading, before becoming effective.

For PMA:

For the COUNTY:



Jeff Mirzi
President, PMA

6/4/21
Date

Jake M. Hurley
Deputy Director, Human Resources

Date

Terry Wright
Vice President, PMA

Date

Increase of one percent (1%) effective August 1, 2021, the County shall not reduce the rate of pay for any PMA represented job classes and employees.

2. EFFECT OF ADDENDUM

Except as specifically outlined above, nothing in this agreement shall otherwise impact the terms and conditions of the ratified and adopted AGREEMENT. This ADDENDUM is only intended to apply a 1.5% COLA increase, and credit this 1.5% COLA increase against the County's obligations, if any, under the AGREEMENT, as described herein. Neither PARTY intends that this ADDENDUM impacts, adds to, or takes away from, any other existing rights or obligations between the PARTIES.

3. CONSTRUCTION OF THE AGREEMENT

The PARTIES have participated in the drafting of this ADDENDUM and, therefore, this ADDENDUM shall not be construed more favorably or unfavorably against any PARTY.

4. ENTIRE AGREEMENT

No other promises or agreements shall be binding upon the PARTIES with respect to the subject matter of this ADDENDUM unless contained herein, contained in the AGREEMENT, and/or separately agreed to in writing by the PARTIES. This ADDENDUM may not be modified except by a writing signed by the PARTIES.

5. NO PRECEDENT

This ADDENDUM shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future circumstance or dispute.

6. SIGNATURES

The PARTIES agree to accept multiple/electronically transmitted signature pages.

7. ADOPTION OF ADDENDUM

This ADDENDUM must be first ratified and approved by PMA, then approved by the BOARD after a second reading, before becoming effective.

For PMA:

For the COUNTY:

Jeff Virzi
President, PMA

Date

Jake M. Hurley
Deputy Director, Human Resources

Date

Terry Wright

Terry Wright
Vice President, PMA

8/4/21

Date

ATTACHMENT A

TENTATIVE AGREEMENT REGARDING THE EXTENSION OF THE CURRENTLY IN-EFFECT MEMORANDUM OF UNDERSTANDING

This is a tentative agreement (“TENTATIVE AGREEMENT”) between the Probation Managers’ Association (“PMA”) and the County of Marin (“COUNTY,” collectively “the PARTIES”) to extend certain provisions of the 2018-2021 memorandum of understanding (“CURRENT 2018-2021 MOU”). The terms of this TENTATIVE AGREEMENT apply only to PMA-represented employees. This TENTATIVE AGREEMENT is subject to ratification by the membership of PMA as well as subject to approval by the Marin County Board of Supervisors (“BOARD”).

RECITALS

WHEREAS, the PARTIES recognize the unprecedented social and economic impact of the COVID-19 pandemic;

WHEREAS, the PARTIES have discussed the projected budgetary shortfalls and accompanying budgetary uncertainty; and

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

TERMS

1. Extension

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Each full-time, regular hire employee in the bargaining unit as of January 1, 2021, shall receive a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00), in a separate check. This payment is made in recognition of the PARTIES’ agreement to defer bargaining of a successor agreement until 2022, and because it is for additional services rendered outside of normal working hours, it is not income for pension purposes. Part-time, regular hire employees in the bargaining unit as of January 1, 2021, shall receive this single, one-time payment prorated on the basis of their full time equivalent (“FTE”) appointment. For purposes of illustration, a part-time, regular hire employee with a 0.50 appointment shall receive six hundred dollars (\$600.00).

In no event shall any employee receive more than a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00) pursuant to this TENTATIVE AGREEMENT. This single, one-time payment shall be made within thirty (30) days of BOARD approval.

4. COVID Related Leaves

a. COVID Sick Leaves

i. 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 leave balances (if any) to be used in accordance with the terms of the April 2020 COVID agreement between the PARTIES and this TENTATIVE AGREEMENT. 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 4.c, below. In no event shall leave accruals described in this paragraph extend beyond June 30, 2021.

ii. 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 leave. All leaves described in this paragraph, are subject to Paragraph 4.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 June 30, 2021.

b. FMLA and Childcare

This TENTATIVE AGREEMENT does not extend the expiration date of the Expanded Family and Medical Leave Act ("EFMLA") for specified reasons related to COVID-19, provided for in the FFCRA. Therefore, the EFMLA benefit expired December 31, 2020. Employees may request, to and including June 30, 2021, to use the leaves described in Paragraph 4.a, above, for childcare purposes or may use regular county sick leave, both subject to operational considerations. In the event the County subsequently reaches an agreement with another labor organization and/or extends a benefit to unrepresented employees to permit employees to use the leaves described in Paragraph 4.a. above and/or regular County sick leave for childcare purposes after June 30, 2021, the County agrees to treat employees represented by PMA in the same manner.

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 4.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 TENTATIVE 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 TENTATIVE 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 TENTATIVE AGREEMENT by operation of the LAW.

- d. In the event the County subsequently reaches an agreement with another labor organization and/or extends a benefit to unrepresented employees to extend the time to use such leaves described in paragraph 4.a and/or to provide additional leave accruals for the purposes described in paragraph 4.a, the County agrees to provide the same benefits to PMA.

5. Layoff and/or Furlough

The COUNTY shall not implement layoffs or furloughs on or before December 31, 2021. The COUNTY may implement layoffs and/or furloughs on or after January 1, 2022, after satisfying the meet and confer requirements of the Myers-Milias-Brown Act. The COUNTY may enact a Voluntary Separation Incentive Program(s) (VSIP) on or before June 30, 2022, with only an obligation to discuss, not bargain the decision or effects of, the program with PMA. The COUNTY shall provide at least thirty (30) calendar days' notice prior to the implementation of any VSIP. This requirement to discuss the VSIP program with PMA shall not delay the implementation of a VSIP.

6. Settlement Intent

In the event that the COUNTY subsequently reaches a tentative agreement with another labor organization for a successor agreement or extension, that provides:

- a. A General Cost of Living Salary Increase effective any time between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022;
- b. Any increases to the employer's fringe benefit contributions effective any period of time between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022;
- c. Any and all one-time payment(s) effective between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022, that equal(s) more than twelve-hundred dollars (\$1200.00) for regular, full-time employees; and/or
- d. Any and all one-time payment(s) effective between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022, for contingent hire employees.

the COUNTY agrees to provide the same benefit(s) to PMA, including the extension of any of these benefits to Contingent (Extra) Hires. This provision applies only to negotiated General Cost of Living Salary Increases, the employer's fringe benefit contributions, and any and all one-time payments, as these topics are described, above.

7. Weekly Labor-Management Call

The PARTIES agree to continue the weekly labor-management call for the duration of the extension described in Paragraph 1, above, except where the PARTIES mutually agree to reschedule or cancel a meeting(s).

8. Construction of the Agreement

The PARTIES have participated in the drafting of this TENTATIVE AGREEMENT and, therefore, this TENTATIVE AGREEMENT shall not be construed more favorably or unfavorably against any PARTY.

9. Entire Agreement

This TENTATIVE AGREEMENT sets forth the entire agreement between the PARTIES and supersedes any and all prior agreements or understandings, written or oral, between the PARTIES pertaining to the subject matter hereof. No other promises or agreements shall be binding upon the PARTIES with respect to the subject matter of this TENTATIVE AGREEMENT unless contained herein or separately agreed to in writing by the PARTIES. This TENTATIVE AGREEMENT may not be modified except by a writing signed by the PARTIES.

10. No Precedent

This TENTATIVE AGREEMENT shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future circumstance or dispute. Nothing in this TENTATIVE AGREEMENT is intended to modify, or serve as evidence of either PARTY'S interpretation of, the language of any MOU or any other agreement between the PARTIES.

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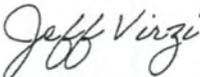
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For PMA:

For the County:



Jeff Virzi
President, PMA

01/15/2021
Date



Jake M. Hurley
Deputy Director, Human Resources

01/14/2021
Date

ATTACHMENT A

TENTATIVE AGREEMENT REGARDING THE EXTENSION OF THE CURRENTLY IN-EFFECT MEMORANDUM OF UNDERSTANDING

This is a tentative agreement ("TENTATIVE AGREEMENT") between the Probation Managers' Association ("PMA") and the County of Marin ("COUNTY," collectively "the PARTIES") to extend certain provisions of the 2018-2021 memorandum of understanding ("CURRENT 2018-2021 MOU"). The terms of this TENTATIVE AGREEMENT apply only to PMA-represented employees. This TENTATIVE AGREEMENT is subject to ratification by the membership of PMA as well as subject to approval by the Marin County Board of Supervisors ("BOARD").

RECITALS

WHEREAS, the PARTIES recognize the unprecedented social and economic impact of the COVID-19 pandemic;

WHEREAS, the PARTIES have discussed the projected budgetary shortfalls and accompanying budgetary uncertainty; and

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

TERMS

1. Extension

The PARTIES agree to extend the term of the CURRENT 2018-2021 MOU for twelve (12) months, to, and including, June 30, 2022. This extension will extend the full force and effect of the existing terms of the CURRENT 2018-2021 MOU, including any and all side letters. This extension, however, does not include any terms that expressly expire/sunset (specifically reference an end date) upon the expiration of the CURRENT 2018-2021 MOU ("SUNSETTING PROVISIONS"). All SUNSETTING PROVISIONS shall expire as specified in the CURRENT 2018-2021 MOU. For example, where a term of the MOU ends "effective the final full pay period of the 2018-2021 agreement," this term/benefit shall expire/sunset effective the final full pay period in June 2021. General phrases such as but not limited to "term of this agreement" or "duration of the agreement" are not SUNSETTING PROVISIONS.

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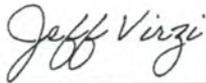
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