

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

PROBATION MANAGERS ASSOCIATION

September 18, 2022 – June 30, 2025

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE COUNTY OF MARIN AND
MARIN COUNTY PROBATION MANAGERS' ASSOCIATION
SEPTEMBER 18, 2022 – JUNE 30, 2025

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) Cesar Chavez Day; (5) Memorial Day; (6) Juneteenth; (7) Independence Day; (8) Labor Day; (9) Veteran's Day; (10) Thanksgiving Day; (11) the Friday immediately following Thanksgiving Day; (12) 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. To be eligible for the holiday pay, employees must be in paid status on both the day before and the day after the holiday.
- D. 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.

E. 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 2022 as follows:

Employee Only	Employee +1 Dependent	Employee + Family
\$514.60	\$677.66	\$908.74

Effective in December 2022, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver plan increase, from zero percent (0%) to six percent (6.0%) (based on the premium increase to the Kaiser Silver plan) for all benefited employees at the employee plus one (1) and employee plus family benefit levels.

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

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

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.

Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level in Plan Years 2023, 2024 and 2025: If the biweekly premium at the Kaiser Silver employee-only level in plan years 2023, 2024, and 2025 exceeds the County's 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 and mandated employee only dental, vision and basic life insurance, for all represented employees who enroll in employee-only medical plans.

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

- E. Single and Double Supplemental Life Insurance

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

- F. Long Term Disability

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

- 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.

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.

G. Retirement Financial Analysis

The County will perform a high-level financial analysis of the long-term cost of the previously negotiated retirement enhancement with Probation and the Probation Managers Association, wherein the Unions moved from miscellaneous to safety retirement. This analysis will inform future cost-sharing negotiations for the subsequent successor Agreements (2025-2029). The total cost of said analysis shall not exceed \$50,000.

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 ½ %. 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 2022, 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 three- and one-half percent (3.5%).

Year 2: Effective the first pay period in July 2023, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

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

Salary Equity Adjustments: Effective the first full pay period following ratification by the Union and adoption of the Agreement by the Board of Supervisors, the rate of pay for the following job classes will be increased as follows:

Director of Probation Services 3.22% (2022)
Probation Supervisor 5.00% (2022) & 1.49% (First full pay period in July 2023)

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

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

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 whose contract expires June 2022 or with MAPE if they agree to a contract extension in 2022, and the County provides that union a negotiated General Cost of Living Salary increases (not including class specific equity adjustments) and/or any additional non-unit specific one-time payments, which are greater than those to which the parties have agreed herein, the County agrees to provide the higher COLA* or one-time payment 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. *COLA increase received by the other bargaining units in 2021 will be included in the analysis of whether a unit has received a higher cumulative COLA.

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires in June 2022 or with MAPE if they agree to a contract extension in 2022, and the County provides an increase to the fringe benefit package that is greater than the fringe benefit changes to which the parties have agreed herein, 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.

Section XXX. Term

This agreement shall be in effect from September 18, 2022 through June 30, 2025. It shall continue in effect thereafter from year to year unless either party gives 120 days' notice prior to June 30, 2025, or any yearly anniversary date thereafter to terminate or modify this agreement.

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

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.

Sideletter of Agreement to the CBA

Delta Dental Enhancement

Based on consensus among labor groups to participate in the Delta Dental plan enhancement, the County has agreed to cover the additional cost of the **Employee Only**-level premium increase, as well as **Employee + 1** and **Employee + Family** levels *for the benefit year 2023*. Specifically, the County is adding an additional \$.65 per pay period to all employee fringe benefit packages to cover the increased cost for 2023.

While the County negotiated with Delta a reduced impact on **Employee + 1** and **Employee + Family** billed rates so that employees would have no additional premium costs for 2023 (other than what the County is funding), the premium for Delta Dental PPO rates for subsequent plan years remains undetermined at this time.

Should we see an increase in the Delta Dental rates for benefit year 2024 and/or 2025, the County will again meet with labor groups to discuss plan options and obtain consensus on whether to maintain the dental benefit enhancement. Consensus amongst labor groups will be required for the County to maintain (opt into) the Delta Dental plan enhancement in subsequent years. Without consensus amongst labor groups to maintain (opt into) the plan enhancement, the default will be to revert back to no plan enhancement for the County's Delta Dental benefit.