COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

TEAMSTERS' UNION LOCAL 856 PROBATION

July 15, 2018 – June 30, 2021

7/17/18

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COLLECTIVE BARGAINING AGREEMENT

TEAMSTERS' UNION LOCAL 856 PROBATION

COUNTY OF MARIN

The salaries, hours, and working conditions set forth in this Agreement have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "County") and the Teamsters Union Local 856 Probation Unit (hereinafter called "Union") and shall apply to all employees of the County working in the classifications set forth hereunder with the exception that benefits shall apply to regular County employees only unless the Agreement language specifically mentions contingent-hire employees.

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

The terms and conditions set forth in this Agreement have been negotiated in good faith and have been ratified by the membership of the Union and by the Board of Supervisors of the County of Marin.

Section I. Recognition

A. County hereby recognizes Union as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for those employees in the representation unit certified by the County Personnel Commission and consisting of the following job classifications in the County's Probation Department:

Deputy Probation Officer I, II, Senior
Deputy Probation Officer I, II,Senior – Bilingual
Juvenile Corrections Officer I, II, III
Juvenile Corrections Officer I, II, III – Bilingual

B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin County consonant with its obligations to the employees it represents.

C. County and Union affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible Union membership of employees in the representation unit. When a person is hired in any of the covered job classifications, County shall notify such person that the Union is the recognized bargaining representative for a majority of the employees in said unit.

D. The County shall provide the Union written notice of county-wide new employee orientations, whether in-person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation.

Representative of the Union shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. No representative of the bargaining unit's management shall be present during the Union's presentation. The Union shall provide to the County at least (5) business days prior to the orientation any materials it would like the County to distribute to new employees at the orientation, and the County will distribute such materials. If Union staff are unavailable to attend the orientation, the County shall grant release time for one (1) union steward to attend the orientation pursuant to Section III. A.

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

Section II. Existing Laws, Regulations and Policies

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

Section III. Administration

A. The Union may, by written notice to the Director of Human Resources, designate up to four (4) of its members within the representation unit as shop stewards. Allocation of shop stewards shall be at least one (1) each from the following functional units: Juvenile Hall, Adult Services, and Juvenile Services. Total employee time spent on Union business during each workweek shall not exceed fifteen (15) hours, and no individual employee shall spend more than four (4) hours per workweek of County time on Union business. Within the limits of Section V, the stewards shall secure permission from their supervisors before leaving their work assignments and shall not interrupt departmental business to discharge their duties. All release time shall be recorded on the steward's time sheets using the appropriate payroll code.

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

1. Discuss with an employee a grievance or complaint;

2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials, provided that such inquiry will not include the right, while on County time, to question visitors or nonemployees of the County

3. Assist employees in preparation for, or represent employees in, or attend 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; and

5. Prepare for meetings mutually agreed upon by the County and the Union to be scheduled for conferral or other purposes.

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 arrival at the work place, the supervisor or designee, upon request, will advise the employee representative the reason why he/she cannot do so and the time when the employee will be available.

All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

C. A joint committee will be established to reorganize Agreement articles (to make the Agreement more "user friendly").

Section IV. Salaries

A. General Salary Adjustments.

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 and one-half percent (2.5%).

Equity

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 represented employees in the unit shall be increased by one-half percent (0.5%).

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, regular hire full-time employees whose combined annual compensation, inclusive of base wages and any form of cash back and exclusive of overtime, is less than $90,000, shall receive a one-time, non-pensionable payment of $1,000. This amount will be prorated for regular hire part-time employees based on the part-time employee's FTE.

Effective the first full pay period of July 2018, or in the first full pay period following adoption of the agreement, whichever is later, regular hire full-time employees whose combined annual compensation, inclusive of base wages and any form of cash back and exclusive of overtime, is equal to or greater than $90,000, shall receive a one-time, non-pensionable payment of $500. This amount will be prorated for regular hire part-time employees based on the part-time employee's FTE.

Effective the first full pay period of July 2018, or in the first full pay period following adoption of the agreement, whichever is later, contingent hire employees who do not have a regular hire appointment will receive the following one-time payment based on hours worked in the July 1, 2017-June 30, 2018 fiscal year:

1,000 hours or more but less than 1,800 hours: $250
1,800 hours or more: $500

B. Part-Time Employees.

1. An employee changing from full-time to part-time status with less than a ninety- (90) day break in service shall be compensated at the pay level at which the employee left full-time service.

2. Merit increases and fringe-benefit eligibility for part-time employees shall be based on actual hours worked (2,080 hours equal one year).

C. Contingent-Hire Employees.

1. Contingent-hire employees may be advanced one (1) step in the five- (5) step salary range after completion of two thousand eighty (2,080), four thousand one hundred sixty (4,160), six thousand two hundred forty (6,240), and eight thousand three hundred twenty (8,320) hours of paid service, provided that the recommendations for increases are made in conformance with the provisions of sections IV(D)1 and IV(D)2. The periodic increase date for an employee who has a change in status from contingent hire to regular hire or regular hire to contingent hire shall be based on total paid service. The periodic increase date will be the first (1st) day of the month following twelve (12) full months (2,080 hours) of paid service and following each year (2,080 hours) of paid service thereafter.

D. Step Increases.

1. Employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if said step increase is supported by a performance evaluation and all other requirements are met.

2. Employees are eligible to receive yearly (2,080 hours) salary step increases based upon "meets standards."

3. Performance evaluations for regular and contingent-hire employees must accompany the payroll personnel action form (101) when any salary step increase is recommended.

4; An employee who does not receive a step increase on said employee's yearly anniversary date shall be eligible after six (6) months to be reconsidered for the step increase. If granted, the effective date of said step increase shall be the new anniversary date.

E. Maximum Salary upon Promotion.

An employee who is promoted to a classification having a greater maximum salary than the employee's former position shall receive the minimum salary for the higher classification or one (1) step, approximately five percent (5%), above the employee's former salary, whichever is greater, provided the salary is within the salary range for the higher classification.

Recognizing that the Probation Department does not intend to fill additional Bilingual Deputy Probation Officer (DPO) II positions, employees in the Bilingual DPO II classification as of July 15, 2018, who are promoted to a position in the Senior DPO classification and are eligible to receive a bilingual differential in the new classification, shall receive a minimum of a five percent (5%) increase, inclusive of the bilingual differential in the Senior DPO class, above the employee's base salary in the Bilingual DPO II classification. After the promotion, the employee will be Y-rated until the classification pay rate catches up to the employee's salary.

F. Overtime.

1. Overtime shall be defined as time actually worked:

   a. Beyond forty (40) hours in a workweek (except for 9/80 or other agreed-upon, established work schedules);

   b. On holidays other than Saturday or Sunday.

2. Eligible employees shall be paid for all overtime worked at one and one-half (1-1/2) times the regular rate of pay or "compensatory time" at the one and one-half (1-1/2) time rate, subject to the following limitations, conditions, and authorizations. Overtime

eligibility is determined in accordance with the provisions of the Fair Labor Standards Act, except where provisions of this MOU are more beneficial to the employee(s).

Overtime and compensatory time shall be compensated to the nearest 6 minute increment.

Prior authorization of the County Administrator must be secured by the department head or designee and communicated by the department head or designee to the employee.

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

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

3. Flextime/Alternative Work Schedules for Deputy Probation Officers.

   a. Flextime shall be defined as flexibility in designating a set work schedule and/or flexibility on a daily basis, as approved by the supervisor.

   b. Alternative work schedules shall be defined as a fixed schedule other than a regular eight- (8) hour day with five (5) days of work and two (2) days off.

   c. Employees may request, and the department head or designee may approve, (i) alternative work schedules and/or (ii) flextime. Alternative work schedules will not be unreasonably denied. If denied, the employee may request a reason in writing.

G. Shift Differential.

For all hours worked between 6:00 p.m. and 6:00 a.m., when four (4) or more hours of the regularly assigned shift fall between 6:00 p.m. and 6:00 a.m., Juvenile Corrections Officers (including contingent-hire Juvenile Corrections) will receive a five-percent (5%) shift differential based upon the employee's assigned step of the salary range. Shift differential shall be added to, but not be included in, the base rate of pay. Shift differential will not be paid to employees on vacation or other leave status.

For all hours assigned and worked between 7:00 p.m. and 6:30 a.m., Deputy Probation Officers shall receive a five-percent (5%) shift differential based upon the employee's assigned step of the salary range. Shift differential shall be added to, but not be included in, the base rate of pay. Shift differential will not be paid to employees on vacation or other leave status.

H. Call back for Juvenile Corrections Officers.

If a Juvenile Corrections Officer has departed from the work location and is called back to work a shift that was not pre-assigned, the Juvenile Corrections Officer shall receive overtime compensation for each hour worked.

I. Training Differential.

Deputy Probation Officers or Juvenile Corrections Officers designated by the Hiring Authority to provide training 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.

Section V. Hours of Work

A. Normal Workday.

A normal workday for a classification shall consist of consecutive hours of work interrupted by an unpaid lunch break of not less than one-half (1/2) hour or more than one (1) hour toward the midpoint of the shift. Under normal conditions, the work schedule of all employees shall include a fifteen (15) minute rest period towards the midpoint of each half shift (one 15-minute break in the half shift before the lunch break and one 15-minute break in the half shift after the lunch break).

B. Normal Workweek.

The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

For the purpose of overtime calculation, the normal workweek shall begin at 12:00 midnight on Sunday and end at 11:59 p.m. on the following Saturday.

The normal workweek and workday may not apply to employees with approved alternative work schedules.

C. Employees Assigned at a Given Time to Institutional Services.

1. An employee who applies for a promotional examination shall be given credit for time worked in contingent-hire status in a related position subject to confirmation of the Probation Department.

2. The County agrees with Union as to the desirability of maintaining an adequate staff for County's juvenile institutions, including the hiring of contingent-hire staff to maintain said institutions when necessary.

3. County and Union agree that it is desirable to fill vacant positions as soon as is practicable, consistent with good personnel practice and protecting the rights of all eligible candidates.

4. The County agrees to provide opportunities for Juvenile Corrections Officers to promote into the Deputy Probation Officer job series. To further this goal, the following steps will be taken:

    a. The department will discuss with Human Resources the need to use departmental promotional exams to ensure sufficient advancement

opportunities for Juvenile Corrections Officers. Departmental promotional exams will be offered on a case-by-case basis.

b. The department will provide, upon request:

i. Information to Juvenile Corrections Officers regarding knowledge, skills and abilities required for Deputy Probation Officer positions and

ii. Career development counseling and assistance for Juvenile Corrections Officers, which may include interviewing tips, writing classes, computer training and other assistance as agreed upon by the Labor/Management Committee.

D. Trainers.

If an employee is required to act as a trainer for other employees in the department, he or she will meet with his or her supervisor to discuss the impact of the training on workload and the potential for overtime. Trainer assignments may be based on current work assignment, current workload and/or future transfers.

Section VI. Fringe Benefits

A. Vacations.

Accrual Rates

Each regular employee shall be entitled to annual 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 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**

1. The department head may authorize vacations up to the number of days/hours actually accrued after six (6) months' (1,040 hours') continuous employment. Any

employee whose employment terminates after one thousand forty (1,040) hours of service shall be granted vacation pay on a prorated basis.

2. Vacation leave may not be taken without written request to the employee's supervisor or manager and notification from them that the request has been approved in advance of the vacation leave.

3. Employees shall be given their preference in vacation time within limits of a vacation schedule that shall be mutually agreed upon between the department head and the Union.

4. Employees' vacation requests shall be responded to by the department head within twenty-one (21) working days.

5. Unused Vacation Time.

   Vacation shall be capped for all employees in the unit at 360 work hours.

B. Holidays.

1. Regular Holidays

   a. Regular employees shall be entitled to the following holidays with pay: the first (1st) day of January, Martin Luther King, Jr.'s Birthday, the third (3rd) Monday in February, the last Monday in May, the fourth (4th) day of July, the first (1st) Monday in September; Veterans' Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, December 25, and every 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 the 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 the employee's two (2) days off shall be deemed to be a holiday in lieu of the day observed.

   c. December 24 and 31 shall be observed as four-(4) hour holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday and providing that those days are not already deemed holidays in accordance with Section VI(B).

   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.

2. Floating Holidays

a. Three (3) workdays (up to 24 hours) per year shall be deemed floating holidays which may be taken at any time or times during the year after accrual with the approval of the department head, provided, however, that no more than two (2) working days' advance notice be required of the employee prior to the employee taking a floating holiday.

b. Employees appointed prior to October 31 shall be credited with three (3) standard workdays (up to 24 hours) as floating holidays for that fiscal year. Employees appointed between November 1 and February 28 (29) shall be credited with two (2) standard workdays (up to 16 hours) as floating holidays for that fiscal year. Employees appointed between March 1 and May 31 shall be credited with one (1) standard workday (up to 8 hours) as a floating holiday for that fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

c. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

d. Upon termination, unused floating holidays shall be paid at a straight-time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed the schedule of accrual in section VI(B)2(b) above.

3. Equal Holidays

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

4. Work on a Holiday

All employees who work on a holiday, as described in Section VI B.1.a will receive overtime compensation at the rate of time and one half for every hour worked on the holiday. In addition, the employee shall receive compensation at the straight time rate of pay for either a 7.5 or 8 hour holiday, as determined by their job classification.

C. Insurance and Retirement Contributions.

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.

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
Bi-weekly Fringe Under 70k*	514.60	596.53	807.29
Bi-weekly Fringe Over $70k*	514.60	585.39	785.01

*Annual salary threshold to determine the County's fringe benefit contributions shall be *under/over $74,000* for calendar years 2019, 2020, and 2021.

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 to five percent (0-5%) based upon 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 July 15, 2018, an employee who is enrolled in County health benefits and receives cash back of any remaining unused fringe, shall only receive up to a maximum of fifty ($50) dollars per pay period.

Elimination of Cash Back for New Hires and Employees Not Receiving Cash Back as of July 15, 2018: Effective July 15, 2018, there will be no cash back of any remaining unused amount of an employee's bi-weekly fringe benefit package for employees hired on or after July 15, 2018 and for employees who do not receive cash back as of July 15, 2018.

a. Revised I.R.S. 125 Benefit Plan and Hold Harmless Payments

Effective the first pay period of fiscal year 2012/2013, or when effective for all County employees, whichever is later, the County will implement the new IRS 125 plan. The County will evaluate employee enrollment and cost as of the most recent pay period in which employees received their regular amount of pay to determine any additional cost employees will incur as a result of the transition to the new plan.

The County agrees that as of the first pay period of fiscal year 2012/2013 or when the new plan is implemented, whichever is later, no employee shall pay an additional cost as a result of the transition to the new plan with the exception of any additional pension and/or tax costs due to an employee receiving cash back. Money received pursuant to this chapter for each affected employee will be frozen

as of the first pay period of fiscal year 2012/2013 or when implemented, whichever is later, and shall not increase in any subsequent year.

Future employee enrollment elections and increases in insurance costs may decrease the amount received by each employee. All amounts received pursuant to this chapter are taxable and pensionable where legally required.

This Section (Hold Harmless Payments) shall not apply to any employee hired after the date of implementation.

Effective the end of the final full pay period of the 2018-2021 agreement, the County will eliminate Hold Harmless monies for all represented employees.

c. The County shall apply the contribution toward the employee's health, dental, basic life, supplemental life, and long-term disability insurance programs in which the employee is enrolled.

d. Regular, part-time employees who work at least half-time will receive a pro rata share of the County's biweekly contribution toward employee's insurance premiums.

e. During open enrollment or within 30 days of a qualifying event, any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and may receive up to one hundred dollars ($100) cash back per pay period.

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

g. Should the Congress or the state pass legislation enacting health-care reform, the County and the Union agree to meet and confer in regard to the provisions of this Agreement affecting medical benefits.

h. Employees will be eligible to participate in an enhanced long-term disability program providing benefits of sixty-six percent (66%) of salary up to a monthly maximum of two thousand five hundred dollars ($2,500) with the premiums to be paid by the employee.

i. The Vision Service Plan (VSP) is a mandatory benefit for employees (optional for dependents).

j. Employees will be eligible to enroll in the County's Dependent Care Assistance Program (DCAP), Long-Term Care Insurance (at the employee's own cost), and (MRA) a flexible spending account (FSA).

k. Members shall be eligible to participate in the County's Catastrophic Leave Donation Program.

l. The County will provide employees the opportunity to enroll in single or double supplemental life insurance. (Current employees' ability to apply is subject to review and approval by the insurance company). The employee will be responsible for any tax withholding liability of any such benefits per Internal Revenue Service (IRS) and State of California regulations.

m. Teamsters Local Union 856, Health and Welfare Trust

For the term of July 15, 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")*, 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.

* 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.

3. Retirement

a. Safety Retirement.

Cost neutrality to the County as provided below; and

Employees with safety retirement will pay a four-and-one-half-percent (4.5%) pretax safety-retirement offset on an ongoing basis.

b. County Contribution to Safety

Effective the first pay period in July 2018 or the first full period following ratification and approval, whichever is later, the County will eliminate its remaining Employer Paid Member Contribution (EPMC) of .63% of an employee's biweekly salary toward the employee's retirement contribution.

D. Other Benefits.

1. The County shall make available provisions within the Internal Revenue Code section 125 which allow employee-paid premiums to be paid with pretax dollars.

2. The County will provide badges and badge holders for all newly hired Deputy Probation Officers and Juvenile Corrections Officers. The County will also replace the badge and holder for any Deputy Probation Officer or Juvenile Corrections Officer who loses or damages the badge and/or holder through no fault of their own.

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

E. State Disability Insurance (SDI).

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employee. Employee must file claims with the insurance office for state disability insurance and long-term disability. Employees will have the full premium cost for state disability insurance coverage automatically deducted from their paycheck, and no County contribution will be made toward participation in the plan.

The SDI benefit as determined by the state will be applied first. Long-term disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved

personal leave will then be applied in a proportionate amount which when added to SDI, will provide compensation equal to the employee's regular wage or salary.

F. Sick Leave.

1. Each regular employee shall be entitled to accrue .0462 hours (3.696 hours per 80-hour pay period worked) of sick leave for each regular-paid status hour worked. Sick leave accruals shall be pro-rated for regular employees who work less than full time

2. There will be no cap on unused sick leave.

3. Sick leave with pay up to the total number of hours accumulated shall be granted by the department head in case of bona fide illness or injury of employee. After four (4) consecutive days of illness, the County may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. The Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

4. Sick Leave Borrowing

   During the first six (6) months of employment as a new regular-hire County employee, an employee may, one time only, take sick leave not to exceed five (5) days (40 hours); however, if an employee takes excess sick leave, such excess sick leave will be subtracted from future accumulations until accumulation equals excess sick leave actually taken.

   An employee who separates from employment while in arrears on sick leave shall be required to agree to a repayment plan for such sick leave days.

5. Absence not to exceed six (6) days (48 hours) per calendar year for the care of a regular employee's spouse, child under the age of 18, or person of a familial relationship shall be deemed sick leave.

6. Contingent-Hire Employees. 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.
   A. One day is equivalent to 7.5 hours or 8.0 hours, dependent on the employee's job classification.
   B. Unused accruals shall carry over from year to year, except that accruals are limited to six (6) days.
   C. All notice requirements and rules regarding the appropriate use of sick leave apply to contingent hire employees.

7. Industrial Accidents.

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

first week off work or any portion thereof following an industrial accident provided that the County determines that

a. Time off work is warranted for the injury or for treatment and
b. The duration of time off work is warranted.

If a claim is denied and the following conditions are met— (1) the County continues to determine the time and duration off work are warranted; and (2) the employee has received the first week of coverage—then a leave adjustment will be completed by the department so that the week is charged against the employee's sick or other leave.

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

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

In accordance with Labor Code Section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after thirty (30) days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area. 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 and Professional Code 2000) who retains the employee's medical records and medical history and has agreed in advance* to be the pre-designated† 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).

In cases where an industrial accident victim exhausts all paid leave, the County will continue to contribute, for the period of the approved leave of absence, the amount due toward an employee's medical, dental, life,

† The pre-designated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a workers' 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 pre-designation form on file with the employer.

supplemental life, and long-term- disability insurance premiums the employee was receiving at the time of the industrial accident. Such contributions will be made for the period of time computed on the basis of one (1) month for each two (2) years of continuous service, not to exceed twelve (12) months.

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

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

f. A pre-designation form is available on the MINE.

7. This clause shall apply unless other applicable laws govern.

8. Bereavement Leave.

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

9. Effective July 9, 2000, the County will provide service credit of twenty-five percent (25%) of maximum accrued sick leave toward retirement. Effective July 7, 2002, the County will provide service credit of fifty percent (50%) of maximum accrued sick leave toward retirement. Effective August 22, 2010, the County will provide service credit of seventy-five percent (75%) of maximum sick leave toward retirement.

G. Leaves of Absence.

1. Regular employees on authorized leaves of absence shall not lose any rights accrued at the time leave is granted.

2. Unless otherwise agreed between the Union and the department head, as a result of workload schedules, employees may be allowed leaves of absence without pay, not to exceed thirty (30) calendar days (240 hours) within a calendar year. Requests for leave without pay shall be subject to approval by the department head.

3. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued sick leave, if eligible, vacation, approved personal leave, and compensatory time In cases of

prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation and compensatory time, except that the employee may retain up to ten (10) days' (80 hours') accrued vacation time.

4. Regular and contingent hire employees may be eligible for leave under the Family Medical Leave Act and/or California Family Rights Act, as outlined in PMR 44, and any modifications thereto, and as required by State and Federal law.

H. 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 shall retain any expense reimbursement.

I. Physical Examinations.

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

J. Mileage.

Effective October 1998, 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 at the Internal Revenue Service (IRS) established reimbursement rate.

K. Job Exchange.

The County shall encourage employees of job classifications described in Section I to take leave without pay for the purpose of trading positions in criminal justice or related fields with qualified individuals employed outside the department subject to the following conditions:

1. The department head must approve the request to trade positions and to the leave without pay.

2. An arrangement to trade positions shall be limited to one (1) employee of those covered by this Agreement for a period not to exceed six (6) months.

3. During the employee's leave from regularly assigned duties with the County, the employee shall not lose any rights accrued at the time such leave is granted, provided, however, the County shall not be obligated to pay nor incur any obligation to an employee who trades positions for any payment beyond that which is normally granted to an individual while at work.

L. Openings Posted.

Notice of all department special assignments shall be posted in each departmental office a minimum of fifteen (15) days in advance of all openings where feasible.

M. Education.

The parties hereto agree that continuing education is an important aspect of professional growth. Employees shall be afforded an opportunity to partake in educational opportunities, subject to the concurrence of the County Administrator upon recommendation of the department head.

Section VII. Grievance Procedure

A. Definition, Scope, and Right to File.

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

   a. Collective bargaining agreement.
   b. County ordinances.
   c. Resolutions.
   d. Rules.
   e. Regulations.
   f. Existing practices affecting the status or working conditions of County employees.

2. Appeals of appointment, disciplinary action, examination appeals, probationary release, discrimination complaints, classification appeals and performance evaluations are not grievable hereunder.

3. A grievance may be filed by an employee on his/her own behalf or jointly by any group of employees or by a recognized employee organization.

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

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

B. Informal Grievance.

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

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

C. Formal Grievance.

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

   a. Name(s) of grievant.

   b. Class Title(s).

   c. Department(s).

   d. Mailing address(es) or email address.

   e. A clear statement of the nature of the grievance citing applicable ordinance(s), rule(s) or regulation(s), or contract language and specifying what provision(s) have been violated and how such violation(s) occurred.

   f. The date upon which the event giving rise to the alleged grievance occurred.

   g. The date upon which the informal discussion with the supervisor took place.

   h. A proposed solution to the grievance.

   i. The date of execution of the grievance form.

   j. The signature of the grievant (electronic signature is acceptable.

   k. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative (electronic signature is acceptable.

2. Step 1

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

3. Step 2

   a. If the grievance is not resolved in step 1 to the satisfaction of the grievant, he/she may, within not more than seven (7) calendar days from his/her receipt of the department head's decision, request consideration of the grievance by the County Administrator by so notifying the Human Resources Department in writing with a copy to the department head.

   b. Within fourteen calendar days after such notification, , the County Administrator shall begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he deems

necessary, and will render a decision in writing within fourteen (14) calendar days of the conclusion of the hearing or findings of fact.

c. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

d. If the decision of the County Administrator does not resolve the grievance to the satisfaction of the grievant, he shall advise the grievant, in writing, of his decision and the alternatives under step 3, should the grievant choose to proceed further.

4. Step 3

a. A final appeal to step 3 may be filed, in writing, with the Human Resources Department and a copy to the department head not more than seven (7) calendar days from his/her receipt of the County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

b. Alternative A.

The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty (60) calendar days after the filing of the appeal at step 3 and shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

c. Alternative B.

This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. The grievance shall be determined by an arbitrator selected by mutual agreement between the County and the Union, provided that either:

1. The County Administrator and the Union agree on the issues to be arbitrated, or
2. The grievance pertains to the specific terms of any existing collective bargaining agreement.

The decision of the arbitrator shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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

Prior to a hearing before the Personnel Commission or an arbitrator, the parties will participate in a mandatory settlement conference in an attempt to resolve the grievance. All discussions in the settlement conference are confidential and

may not be used in any subsequent hearing/arbitration or dispute resolution process.

d. If the County Administrator and the grievant fail to agree on the issues to be arbitrated within fifteen (15) workdays, the grievance will be processed using Alternative A.

D. General Conditions.

1. The Human Resources Department shall act as a central repository for all grievance records.

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

4. Mediation is optional at each step of the grievance procedure.

5. An aggrieved employee may be represented by any single person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

6. A copy of the grievance/appeal will be provided to the department head at each step of the grievance procedure.

7. Grievances may be amended only by mutual agreement in writing.

8. All expenses of arbitration shall be shared equally by the County and the grievant.

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

10. Any resolution of a grievance will not result in the modification or elimination of any existing written policy, procedure or Agreement provision.

Section VIII. Reduction in Force

Whereas, Personnel Management Regulation (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 Union agree to hereby adopt the following procedures to effect a layoff, reduction in force or reappointment.

A. Introduction.

The County and Union agree that the procedures to effect layoff, reduction in force and reappointment set forth herein establish the method of calculating seniority of employees who hold or have held status in classes covered by this Agreement. It is the intent of the

parties that nothing in this Agreement shall be construed to exclude those employees outside the bargaining unit who have held status in classes as set forth in 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. Contingent-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 cannot displace a full-time, permanent employee. A full-time, permanent employee can displace a permanent, part-time employee. Employees in lower-level classes underfilling the affected classification will be laid off first.

2. If two (2) or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

   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 based on date of hire into the classification AND the full time equivalency (FTE).Time spent on leave of absence without pay beyond 12 consecutive weeks will not count toward seniority. Time spent as a contingent-hire, provisional, emergency, temporary, or special appointment employee will not count toward determining seniority.

   b. If the seniority of two (2) or more employees in the affected classification is equal, departmental seniority shall be determinative. Department seniority is the total time (based on date of hire) employed in the department, regardless of classification.

   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.

   e. If the date of certification is equal, the date of application is determinative.

   f. If the date of application is equal, then seniority will be determined by flipping a coin.

3. The break in service of an employee who is reinstated pursuant to Section VI shall be counted as County service.

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 designate a more senior employee to be laid off upon a showing of a demonstrable superiority in performance and/or qualifications of the employee to be retained. If that determination is made, the laid off employee may appeal to the Personnel Commission seven (7) calendar days after written notice of lay off. The Commission will hold a hearing within twenty one (21) calendar days after receipt of the appeal and make a decision within seven (7) calendar days thereafter, which is final.

C. Bumping.

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

D. Transfer.

All effort will be made by the Human Resources Department to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify prior to the effective date of layoff. The length of eligibility for such transfer will be the period of notification as provided in Section VII but no longer than the effective date of such layoff or reduction in force. An employee who does not accept the transfer will be laid off.

E. Reemployment Following Reduction in Force.

1. Individuals who have been laid off or demoted in lieu of layoff shall be offered reappointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the reappointment of individuals who have been laid off.

2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within eighteen (18) months 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 the acceptance of the offer, he/she shall be considered unavailable for employment, shall forfeit the right to reemployment and shall be removed from the reemployment list.

4. Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as in Section VIII(E)3.

5. Should there be no person on the department reemployment list eligible and available for reemployment, the position shall be filled by the countywide

reemployment list for the same classification. The Human Resources Department shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide reemployment list for selection by the appointing authority. The countywide reemployment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.

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

7. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. .

F. Notice to Employees and Recognized Employee Organizations.

Regular employees designated for layoff or demotion and recognized employee organizations shall be notified in writing at least four (4) calendar weeks prior to the anticipated date of termination or demotion. The notice will inform employees of their bumping rights, if any. Bumping rights must be exercised within seven (7) calendar days of notice of layoff.

Section IX. Service Improvements

Union shall have the right, and is encouraged to utilize the right, of formulating and presenting proposals for improved work methods and changes in standards of public service. County agrees to make all statistical data which it routinely receives and assembles available to Union upon request. Such recommended changes shall first be discussed with the department head and County Administrator but may be presented to the Board of Supervisors subsequent to such discussion without the endorsement of the County Administrator.

A. Labor/Management Committee.

1. The Union and the County shall continue the joint Labor/Management Committee composed of up to six (6) members. The County shall appoint up to three (3) members, one of whom shall be from Human Resources or a designee. The Union shall appoint three (3) members one of who shall be the Teamsters Local 856 Field Representative. Employee representatives will be permitted release time in accordance with Section III of the collective bargaining agreement. Within ninety (90) days of ratification of this Agreement, the Union and County agree to convene a Labor/Management Committee meeting.

2. Committee Goals.

The Committee shall be jointly chaired by the Union and the County. The Committee's goal is to attempt to resolve issues during the term of the Agreement

and to promote good employer-employee relations. The Committee shall discuss issues of mutual interest to the parties, including:

a. Training and cross-training of employees to support career development.

b. Workload for Deputy Probation Officer IV's

B. Joint Labor/Management Safety Committee.

The County and Union agree to continue the Joint Labor/Management Safety Committee consisting of three (3) Union representatives from the bargaining unit, one (1) Union staff, and four (4) management representatives. The Safety Committee shall discuss officer safety issues, including equipment, exclusive of weaponry, and fitness/wellness. The Committee shall make recommendations based on consensus, which shall be presented to the department head.

Section X. Rights Of Employees

No regular employee, other than a probationary employee, shall be discharged for incompetence or inefficiency unless said employee has been notified in writing at least forty-five (45) days prior to termination of the deficiencies in the employee's performance and provided a reasonable opportunity to correct them within said forty-five- (45) day period. An employee is entitled to only one (1) forty-five- (45) day notice during any twelve (12) consecutive month period. Any employee who has previously received a forty-five- (45) day notice and who has satisfactorily corrected the deficiencies shall thereafter be entitled to only ten (10) days' written notice of termination during said twelve- (12) month period.

Section XI. Reemployment Clause

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

Section XII. Existing Policies and Procedures

A. Discrimination.

The parties to this Agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender or identity, or any other factor unrelated to job performance. In accordance with Section VII, this provision is not grievable.

All complaints of discrimination shall be addressed in accordance with the provisions of PMR 21.

No member, official, or representative of Teamsters Local 856 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 Teamsters Local 856.

Section XIII. Saving Clause

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

Section XIV. Waiver Clause

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

Section XV. Union Security

A. Modified Maintenance of Membership.

Employees shall remain members during the period covered by this Agreement, except that such employees may withdraw during a period not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this Agreement, pursuant to Section XV(C).

B. Security Clause.

An employee hired in any of the classes represented by Teamsters Union Local 856 shall become a member, in good standing, in the Union, except that said employee may, within the first thirty (30) days of employment, apply in writing to the County, with a copy to the Union, for exemption, and such employee shall be so exempted.

C. Revocation.

An employee who desires to revoke his/her authorization for Union membership shall notify the County Auditor-Controller by mail of such revocation during a period not less than sixty (60) nor more than ninety (90) days prior to the expiration of this Agreement. It is understood that if any employee does not revoke his/her authorization for Union membership during the period specified above, dues shall continue to be deducted from the employee's earnings for the remaining term of this Agreement, without right to further revocation.

Section XVI. Fair Share/Agency Shop

A. Represented Unit.

It is recognized that Teamsters Union Local 856 owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of Teamsters Union Local 856.

B. Deductions.

All employees in the bargaining units represented by Teamsters Union Local 856 shall become and remain members of Teamsters Union Local 856 or pay a fair-share fee as described in Section XVI(D). Payroll deductions for either dues or fair share/agency shop will be deducted from all regular employees in the bargaining unit. Union dues shall only be deducted after the Union has presented the Director of Human Resources with valid dues deduction cards. Otherwise fair-share/agency-shop deductions shall automatically be made.

C. Fair-Share Fee Requirement.

All new employees hired in the bargaining unit shall, beginning within the first (1st) thirty (30) days after such hire date and until the termination of the Agreement, either

1. Become a member of Teamsters Union Local 856 and pay the regular dues and fees or

2. Pay to Teamsters Union Local 856 a fair-share fee as described in Section XVI(D) below.

D. Fee for Services.

During the term of this Agreement, a fair-share fee for services rendered by Teamsters Union Local 856 shall be eighty-six percent (86%) of the regular membership dues and fees. Each employee shall have provided to him/her without prejudice the full representational services of Teamsters Union Local 856. Payments shall be made biweekly by payroll deduction or as one (1) annual payment within thirty (30) days of the beginning of each new Agreement year.

E. Separation.

The provisions specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than five (5) working days.

F. Annual Review.

The amount of any fair-share/agency shop fee required under this Article shall be determined by the Union and communicated to the County and non-members annually, concurrently with or immediately following the filing of the Union's LM-2 forms with the United States Department of Labor, but no later than sixty (60) days after the end of the Union's fiscal year. Failure by the Union to timely provide information regarding the amount of any representation service fee may result in the County's suspension of payroll

deductions for fair-share/agency shop payers until the next payroll after which fair-share/agency shop fee information is provided to the County. The County will begin the payroll deductions of any fair-share/agency shop fees required under this Article in the first complete payroll period following receipt of information from the Union about the amount of the fair-share/agency shop fee. No retroactive agency fee deductions will be made.

G. Financial Statement.

Annually, Teamsters Union Local 856 shall file with the Director of Human Resources an acceptable Teamsters Union Local 856 financial statement prepared and certified by a certified public accountant. Such reports shall be made available to employees in the unit by the parties.

H. Notice of Fees Pending.

Teamsters Union Local 856 shall provide advance written notice of the amount of the pending fair-share service fees to the Director of Human Resources and to a list furnished by the County of all employees within the unit.

I. Failure to Pay.

The parties agree that a failure of an obligated employee to pay a fair-share fee shall be grounds for the Union to file an action in small claims court subject to the following procedures.

1. Teamsters Union Local 856 shall notify the employee (with a copy to the Human Resources Department and the appointing authority) of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance by explaining that the employee is delinquent in not tendering a fair-share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, Teamsters Union Local 856 will file an action in small claims court.

2. If the employee fails to comply, Teamsters Union Local 856 may file an action in small claims court.

3. The County shall not incur any costs due to small claims court appearances by County staff.

J. Indemnification.

1. Teamsters Union Local 856 shall defend, indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this article. This includes not only the County's attorney fees and costs but the cost of management preparation time as well. The County shall notify Teamsters Union Local 856 of such costs on a case by case basis.

2. The authorization for payroll deductions described in this section shall specifically require the employee to agree to hold the County harmless from all claims,

demands, suits or other forms of liability that may arise against the County for, or on account of, any deduction made from the wages of such employee.

K. Rescindment.

1. An agency-shop provision in a memorandum of understanding which is in effect may be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding provided that 1) a request for such a vote is supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit, 2) such vote is by secret ballot, and 3) such vote may be taken at anytime during the term of such memorandum of understanding, but in no event shall there be more than one (1) vote taken during such term.

2. All employees holding probationary or regular status in classifications included in the bargaining units, on the last day of the pay period thirty (30) days prior to the holding of the election, shall be eligible to vote in a certification or a decertification election.

3. The ballot shall reflect a choice with the following wording:

   a. I vote in favor of agency shop/fee, or
   b. I vote against agency shop/fee.

L. Religious Exemption.

Rather than pay dues or a fair-share/agency fee, an employee may opt to pay a fee to a charity under the following criteria:

1. Execute a written declaration with proof that the employee is and has been a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment, and said employee shares that belief, and

2. Pay a sum equal to the agency fee described in Section XVI(B) to a nonreligious, non-labor charitable fund chosen by the employee from those charities listed within United Way or Combined Health Agencies Drive (CHAD). The employee shall furnish written proof to the County and Teamsters Union Local 856 that this contribution has been made either on a biweekly payroll-deduction basis or as one (1) annual payment made within thirty (30) days of the beginning of each new Agreement year.

M. Expiration.

This agency shop/fee provision expires at the end of this Agreement period.

Section XVII. County Rights

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

B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service;

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

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

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

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

Section XVIII. Strikes And Lockouts

A. During the term of this Agreement, County agrees that it will not lock out employees, and the Union, despite any sanctions or instructions by their international union or Central Labor Council, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with County that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.

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

C. Any strike, slowdown, sick-out, work to rule or other work stoppage growing out of any dispute relating to the terms of this Agreement shall cause the County to immediately suspend dues deductions and agency-shop/fair-share deductions. The biweekly amount that would usually have been deducted from employees pay during the biweekly pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

Section XIX Contracting Work

Any work performed by Deputy Probation Officers or Juvenile Corrections Officer , currently represented by Teamsters Local 856, that is mandated or within the class specifications shall not be contracted out during the lifetime of this contract.

Section XX Career Advancement

A Juvenile Corrections Officer III who is selected from an eligible list as a Deputy Probation Officer II upon recommendation of the department and approval by Human Resources is eligible to be Y-rated at the current rate of pay (but not to exceed 10% above the top step of the Deputy Probation Officer II class) until the rate of pay of Deputy Probation Officer II at step 5 is equal to or exceeds the employee's rate of pay.

Section XXI Juvenile Hall Shift Bidding

The parties agree that:

Juvenile Hall will conduct two (2) shift bids per year at six- (6) month intervals. These bids shall be effective on the first pay periods in July and January. The Superintendent and/or supervisors will distribute shift schedules to be bid upon at least sixty (60) calendar days prior to the day on which the bid will take effect. Actual bidding will take place at least thirty (30) calendar days prior to the day the bid will take effect.

Employees at the Juvenile Corrections Officer III level shall bid on their shifts first in order of seniority as a Juvenile Corrections Officer III, followed by employees at the Juvenile Corrections Officer I and II levels. Juvenile Corrections Officer at the I and II levels shall bid on their shifts based on seniority order, defined as when the employee was hired into the Juvenile Corrections Officer job class series. Employees may only bid on shifts within their classification.

Employees will be assigned a day on which to submit his/her bid. Bids must be submitted on the designated day. If an employee is absent on bid day, the employee may give a proxy bid to a supervisor to bid for the employee. In an event the employee fails to bid in the required time, he/she will lose their turn and fall to the bottom of the list.

Any employee who bids on the same shift pattern for Eighteen (18) months, may not continue on that shift pattern and a change will occur.

The Superintendent Director will have the discretion to assign a day shift pattern for new employees during their probationary period and/or bilingual employees.

A Juvenile Corrections Officer (Union) representative will work with management in processing the shift bids.

The superintendent Director will have the discretion to reassign any employee to meet the needs of the institution.

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 Teamsters 856 Probation Workers unless the negotiated salary increase is part of a package proposal. In such an event, Teamsters 856 Probation Workers 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, Teamsters 856 Probation Workers may elect to substitute the higher Fringe Benefit Package for the fiscal years of the Agreement, unless the negotiated fringe benefit increase is part of a package proposal. In such an event, Teamsters 856 Probation Workers can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

Section XX. Termination Date

This Agreement shall be in effect from July 15, 2018 to and through June 30, 2021. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice prior to June 30, 2021 to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement after June 30, 2021 may be voided by operation of PMR 4.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 2nd day of December of 2019.

TEAMSTERS LOCAL 856
PROBATION

COUNTY OF MARIN NEGOTIATION
COMMITTEE

RATIFIED:

TEAMSTERS LOCAL 856
PROBATION

ATTEST:

APPROVED:

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

ATTEST:

SIDE LETTER AGREEMENT

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 Union 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.

SIDE LETTER AGREEMENT

Affordable Care Act

During the term of the 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 reopener is not to increase the County contribution to offset the excise tax for employees.

SIDE LETTER AGREEMENT

JCO Career Development Training

For the term of this contract, the Department will not unreasonably deny requests from a Juvenile Corrections Officer to attend training that is directly related to his or her current job and/or training related to career advancement within the Department of Probation. Costs associated with such training shall be paid for by the Department and all hours spent at such training shall be considered hours worked.

SIDE LETTER AGREEMENT

Re-opener on Administrative Technologies Of Marin (ATOM)

During the term 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. The County may also, during the re-opener, request to meet and confer over section VIII (B), paragraph 2, related to the computation of seniority.

Extension of Collective Bargaining Agreement

The County of Marin ("County") and the Teamsters Local 856 Probation Unit ("Teamsters") extend their July 1, 2015 – June 30, 2018 collective bargaining agreement until July 31, 2018. All terms and conditions of that agreement shall remain in effect through July 31, 2018 or the date that the Board of Supervisors adopts the parties' successor Collective Bargaining Agreement.

For the County

Date: 12/2/19

For Teamsters

Date: 12/2/19

Collective Bargaining Agreement Term

The adoption of the current collective bargaining agreement ("CBA") effective date of July 15, 2018 does not in any way preclude the County of Marin ("County") and the Teamsters Local 856 Probation Workers' Unit ("Teamsters") from engaging in good faith bargaining in future successor CBA negotiations regarding retroactive wage increases.

For the County:

Date: 12/2/19

For Teamsters:

Date: 12/2/19

COUNTY OF MARIN

DEPARTMENT OF
HUMAN RESOURCES

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

Mary Hao
DIRECTOR

Marin County Civic Center
3501 Civic Center Drive
Suite 415
San Rafael, CA 94903
415 473 6104 T
415 473 5960 F
415 473 5780 TTY
www.marincounty.org/hr

March 2, 2021

APPROVED
MAR 02 2021
MARIN COUNTY
BOARD OF SUPERVISORS

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 Teamsters 856, Probation Unit (Probation Unit) 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 Probation Unit 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 the Probation Unit 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.

8c

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 the Probation Unit.

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 the Probation Unit.

FISCAL IMPACT: These salary and benefit adjustments will result in an incremental cost of $88,064, of which $66,000 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 Probation Unit employees with approximately 3,900 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:

[x] County Administrator	[ ] N/A
[ ] Department of Finance	[x] N/A
[ ] County Counsel	[x] N/A
[x] Human Resources	[ ] 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