

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

**July 1, 2005 – June 30, 2008**

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The salaries, hours, fringe benefits, and working conditions set forth reflect previously existing and current practices and agreements bargained by the County of Marin (hereinafter called "COUNTY")

and the Marin County Probation Managers' Association (hereinafter called "Association") and shall apply to all employees of County working in classifications set forth hereunder.

Benefits shall apply to regular County employees only unless language specifically mentions extra-hire employees.

## **GENERAL PROVISIONS**

### **Section I: RECOGNITION**

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

Director of Probation Services  
Superintendent of Juvenile Hall  
Probation Supervisor  
Probation Analyst

B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.

C. Whenever a person is hired in any of the job classifications in this bargaining unit, County shall notify such person that the Association is the recognized bargaining representative for employees in that classification. Both County and Association agree to keep duplicate-originals of this agreement on file in a readily accessible location, available for inspection by any County employee, or member of the public, upon request.

D. County agrees, upon written consent of the employees involved, to deduct dues, as established by Association, from the salaries of its members. The sums so withheld shall be remitted by County, without delay, along with a list of employees who have had said dues deducted. Should any employees within the unit with the support of the Association engage in any strike, slow-down, or other work stoppage during the term of this agreement, County may cease said dues deductions immediately.

### **Section II: EXISTING LAWS, REGULATIONS AND POLICIES**

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

**Section III: DISCRIMINATION**

A. No member, official, or representative of Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise, by virtue of membership in or representation of Association.

B. The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of race, religious creed, color, age, national origin, ancestry, physical disability, mental disability, medical condition, sexual orientation, gender identity or gender, the taking of family and medical leave per the Family and Medical Leave Act, political or religious opinions or affiliations, or any other factor unrelated to job performance. Complaints pursuant to such issues shall be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).

**Section IV: BARGAINING**

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

**Section V: NOTIFICATION**

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

**Section VI: HOURS OF WORK**

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

**Section VII: ADMINISTRATION**

A. Employee Representatives

The Association may, by written notice to the Director of Human Resources, designate certain of its members as Employee Representatives. Employee Representatives shall be permitted reasonable time for Association activities. Total employee time in the bargaining unit spent on Association business during each week shall not exceed 40 hours and no individual employee shall spend more than four (4) hours of County time on Association business.

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

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

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

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

**Section VIII: HEALTH AND SAFETY**

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

**Section IX: EQUIPMENT PROVIDED**

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

**Section X: LEAVES OF ABSENCE**

A. All leaves of absence without pay shall be subject to prior approval of the department head. Leave of Absence requests beyond ninety (90) days duration must have the prior approval of the County Administrator.

B. Regular employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.

C. Jury Duty: Regular employees summoned for jury duty while on duty shall be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. Any amount received as jury fees for such service shall be waived or returned to the County. Regular employees may retain any expense reimbursement.

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

**SECTION XI: REDUCTION IN FORCE AND REAPPOINTMENT**

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

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

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

## **2. Order of Layoff**

A. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra-hire employees shall be laid off before probationary employees and probationary employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee.

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

(a) Seniority within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro rated basis to full-time service. Time spent on a leave of absence without pay does not count toward seniority. Employees in lower classes underfilling the affected classification will be laid off first.

(b) If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.

(c) If all of the above factors are equal, the date permanent status in County service is achieved shall be determinative.

(d) If all of the above are equal, date of certification for appointment shall be determinative.

C. The break in service of an employee who is reinstated pursuant to Section IV shall not be counted as County Service.

## **3. Exceptions**

Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by application of the above criteria, the appointing authority may depart there from on the basis of a clearly demonstrable superiority in performance and/or qualifications. In such case, the appointing authority shall notify the employee to be laid off, in writing, specifying the basis for such determination in detail. The employee, may within five (5) working days thereafter, appeal the determination to the Personnel Commission who shall hold a hearing within fifteen (15) days after receipt of the appeal and who shall thereafter make a decision within five (5) days and that decision shall be final.

## **4. Bumping**

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

## 5. Transfer

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

## 6. Re-employment Following Reduction in Force

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

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

C. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

D. Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in A.

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

F. Persons selected from the Countywide re-employment list shall have their names removed from the department re-employment list for the classification in which they were re-employed. Should there be no person on the Countywide re-employment list eligible and available for re-employment, vacancies shall be filled from an appropriate eligible list.

G. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period upon reappointment. Periodic increase dates shall be controlled PMR 41.

H. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

## 7. Notice to Employees and Recognized Employee Organizations

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

### Section XII: VACATIONS

#### A. Accrual Rates

Each regular employee shall be entitled to annual vacation credit on the basis of regular hours worked in continuous service in accordance with the following schedule:

Years of Service	Hourly Standard Accrual	Max Days/Year
0 up to 3	.0385	10
3 up to 10	.0577	15
10 up to 20	.0770	20
20 up to 30	.0962	25
30 and more	.1154	30

#### B. Accumulation

Vacation credit shall be expressed and accrued at the hourly rates indicated.

#### C. Vacation After Six Months

If convenient, the department head shall authorize vacations up to the number of hours actually accrued after six (6) months (1040 hours) of continuous employment.

#### D. Unused Vacation Time

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

#### E. Holiday and Sickness During Vacation

When a holiday falls within an employee's vacation period, one additional day's vacation shall be granted. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

#### F. Vacation Payment at Termination

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

### Section XIII: SICK LEAVE

## A. General

1. Each regular full time employee under the bi-weekly payroll system shall accrue sick leave at the hourly rate of .0462.

2. Unused sick leave shall be accumulated without limit.

3. Sick leave with pay up to the total number of working days accumulated shall be granted by the department head in case of bona fide illness or injury of the employee. Whenever such is reasonable, the Department Head may require a physician's certificate, or other evidence confirming the illness or injury, prior to the employee returning to work.

4. Leave with pay up to six (6) consecutive working days yearly shall be granted by the department head for an employee who must care for a son, daughter, spouse or domestic partner residing in the same household during illness. Such leave shall be charged against accumulated sick leave.

## B. Bereavement

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

## C. Exceptions

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

## D. Industrial Accidents

### 1. First Week of Coverage for an Industrial Injury

In cases where an employee initiates a Workers' Compensation claim the County will provide full pay, without charge against sick leave, during the first week off work, or any portion thereof, following an industrial accident, provided that the County determines:

- that time off work is warranted for the injury or for treatment; and
- that the duration of time off work is warranted.

If a claim is denied and the following conditions are met: 1) the County continues to determine the time and duration off work are warranted; 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.

2. 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 the Worker's Compensation

benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.

3. 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.

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

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

\*the predesignated physician shall submit a signed form attesting to their agreement to be 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 predesignation form on file with the employer.

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

#### E. Catastrophic Leave Donation Plan

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

#### F. Physical Examination

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

#### G. Retirement Service Credit

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

### **Section XIV: HOLIDAYS**

A. Regular employees shall be entitled to the following designated holidays with pay: (1) New Year's Day; (2) Martin Luther King, Jr. Day; (3) President's Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Veteran's Day; (8) Thanksgiving Day; (9) the Friday immediately following Thanksgiving Day; (10) Christmas Day; and any other day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors.

B. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or a Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following his two days off shall be deemed to be a holiday in lieu of the day observed.

C. December 24 and December 31 shall be observed as half-day (four hours) holiday if those dates fall on a work day of an employee who is scheduled to work Monday through Friday with regular days off on Saturday and Sunday.

#### D. Floating Holidays

1. Two (2) work days (16 hours) per year shall be deemed a floating holiday, which may be taken at any time during the year after accrual with the approval of the department head.

2. Each regular employee on the payroll as of July 1 shall be credited with two (2) floating holidays (16 hours) for that fiscal year. Employees newly appointed between July 1 and December 31 shall be credited with 2 standard workdays (16 hours) as floating holidays for that fiscal year. Any employee appointed between January 1 and May 31 shall be credited with 1 standard workday (8 hours) as floating holiday for the balance of the fiscal year. Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year.

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

4. Upon termination any unused floating holiday shall be paid at a straight time base rate.

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

#### E. Equal Holidays

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

### **Section XV: MILEAGE**

An employee who is authorized by the department head to use a private automobile in the performance of the employee's duties, shall be paid for the job-related mileage driven. Effective July 11, 1999, the County will use the annual IRS mileage reimbursement rate for mileage reimbursement for employees who use their own automobiles for County business.

**Section XVI: BENEFITS**  
**Medical, Dental, Life,**  
**and Supplemental Benefits**

A. The total benefit package paid by County toward an employee's normal retirement contribution and premium for health, dental, basic life and supplemental life insurance programs in which the employee is enrolled shall be as follows:

Effective January 2006, there will be an increase to the flat amount of the fringe benefit package by an amount equal to 1.5% of salary for the bargaining unit (approximately \$45 per pay period).

Bargaining Fringe Group 15-01 (Director of Probation Services, Superintendent of Juvenile Hall):

- Effective January 1, 2006, \$1.63 per hour (\$130.40 biweekly) plus 7.44% of salary.

Bargaining Fringe Group 15-02 (Probation Supervisor - Safety ):

- Effective January 1, 2006, \$2.35 per hour (\$188 biweekly) plus 5.44% of salary.

Bargaining Fringe Group 15-03 (Probation Manager Miscellaneous)

- Effective January 1, 2006, \$2.35 per hour (\$188 biweekly) plus 5.44% of salary

Bargaining Fringe Group 15-04 (Probation Analyst)

- Effective January 1, 2006, \$1.63 per hour (\$130.40 biweekly) plus 7.44% of salary.

Reopener: The County reserves the right to reopen on fringe benefits during the term of this agreement to implement the ERP system and County long-term goals on County fringe benefits, including the distribution of retirement and insurance. In the event that the parties are unable to reach mutual agreement on changes, the following adjustments will be made:

Effective January 2007, increase to the flat amount of the fringe benefit package by an amount equal to .5% of salary for the bargaining unit.

Effective January 2008, increase to the flat amount of the fringe benefit package by an amount equal to .5% of salary for the bargaining unit.

B. Fringe benefits available for cash back shall not exceed 8% of bi-weekly salary.

C. Effective March 29, 2000, all represented employees will enroll in the Vision Services Plan as a mandatory benefit. Enrollment is optional to dependents who must be enrolled at the same time or within 30 days of becoming a dependent.

D. The County agrees to meet and confer with Association in connection with negotiations, bid invitations, or changes in coverage of applicable medical, dental, life and long-term disability insurance programs.

E. Supplemental Life Insurance

Staff in all classes of the bargaining unit may select supplemental life insurance that provides 100% of the employee's basic annual salary rounded to the next highest multiple of \$1,000 if not already a multiple of \$1,000. Staff who select supplemental life insurance may take double supplemental which provides a benefit equal to 200% of basic annual salary.

F. The County and Association agree that should the Congress pass legislation enacting health care reform, the provisions of this contract effecting medical benefits shall be reopened for meet and confer.

G. Long Term Disability - Effective September 7, 1997, the benefit for long term disability insurance will be increased to 66% of monthly salary up to \$2500 per month.

H. Effective during the 2000 benefit year open enrollment, represented employees may add Long Term Care Insurance as an optional benefit at the employee's cost.

I. Effective during the 2000 benefit year open enrollment, represented employees may add the Dependent Care Assistance Plan as an optional benefit.

J. Research on the impact on premiums of an increase in the dental benefit cap will be referred to the Benefits Advisory Committee and the Association will have a member on the committee.

K. Effective during the 2006 benefit year open enrollment, represented employees may add the Medical Reimbursement Account (MRA) as an optional benefit.

#### **Section XVII: APPLICATION**

A. This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Collective Bargaining Agreements, understandings and agreements, whether formal or informal are hereby superseded and terminated in their entirety.

B. Existing practices and/or benefits provided by ordinance or resolution of the Board of Supervisors or as provided in the Marin County Code and which are referred to in the Contract shall be provided in accordance with the terms of the Contract.

C. It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this Collective Bargaining Agreement thereto be administered and observed in good faith.

D. Except as stipulated above, nothing in this Contract shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Contract. It is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this Contract.

#### **Section XVIII: RETIREMENT**

A. Unless required to do so by law, County shall not revise any benefit provided by the Retirement System to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this agreement; provided,

however, such benefit change may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.

B. The County agrees to pay up to one-half of the employee's normal retirement contribution per full-time employee pursuant to Section 31639.85 of the California Government Code. The difference between the County's contribution to the employee's normal retirement contribution and the actual amount paid by County toward the employee's total benefit package shall be applied toward the health, dental, basic life, and supplemental life insurance programs in which the employee is enrolled.

C. County shall make available provisions of the Internal Revenue Code 414 (H) (2) (Tax Exempt Retirement).

D. The County and the Association agree to continue to meet and confer on the possible implementation of a third and fourth retirement tiers during the life of this contract.

E. Employees will be responsible for payment of 50% of the cost of the Cost of Living Adjustment (COLA) for retirement, not to exceed 1.58% of salary.

F. Public Safety Retirement

County will provide the option of moving to Public Safety Retirement for all regular hire Probation Managers Association job classes subject to the following conditions and in accordance with the terms set forth below, which parallel those set forth in the Teamsters contract:

The following conditions apply to this option:

Enabling legislation must pass and become effective for this bargaining unit to permit the program to be implemented in a manner that is cost neutral to the County as specified below;

Eligible employees will be eligible for Safety B (also known as Safety Tier II) option only;

Eligible unit members who elect to convert to Safety retirement will increase their maximum COLA contribution rate from the miscellaneous rate (currently 1.58%) to the public safety maximum retirement rate (currently 3.1%) effective upon election to move to public safety retirement and effective for as long as such members remain in public safety retirement;

Cost neutrality to the County as provided below; and

In the event that one or more of the required conditions for public safety retirement fail, the parties agree that public safety retirement is no longer an option available to bargaining unit members, and the parties agree to return to the meet and confer process.

#### G. Retirement Enhancement:

- Miscellaneous Employees
- Effective July 7, 2002, 2% @ 55 retirement enhancement for current tier II miscellaneous retirement bargaining unit employees.
- The parties agree that 2.28% is the present actuarial value of the increased cost for the 2% at 55 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 2.28% increase or 1.14%.
- The parties are implementing this section in accordance with section 31678.2 of the California Government Code. In accordance with this Section, members shall pay the 1.14% as part of the contribution by the employer that would have been required if Section 31676.16 (2% at 55 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e. going forward and backwards).
- This Agreement shall only be applicable to members who retire on or after the effective date of Resolution implementing this Agreement, or July 7, 2002.
- Safety Employees
- Effective July 7, 2002, 3% @ 55 retirement enhancement for current safety retirement bargaining unit employees.
- The parties agree to utilize 7.28% as the present actuarial value of the increased cost for the 3% at 55 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.28% increase or 3.64%.
- The parties are implementing this section in accordance with section 31678.2 of the California Government Code. In accordance with this Section members shall pay the 3.64% as part of the contribution by the employer that would have been required if Section 31664.2 (3% at 55 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e. going forward and backwards).
- This Agreement shall only be applicable to members who retire on or after the effective date of Resolution implementing this Agreement, or July 7, 2002.

#### **Section XIX: REEMPLOYMENT WITHIN SIXTY DAYS**

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

#### **Section XX: PROMOTION**

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

## **Section XXI: WAGES AND SALARIES**

### General Salary Increases

Effective first pay period of July 2005: 2%

Effective first pay period of July 2006: April to April CPI-U (SF-Oakland-San Jose) (2.5%-3%)

Effective first pay period of July 2007: April to April CPI-U (SF-Oakland-San Jose) (2.5%-3%)

During the life of the contract, the parties agree to establish a salary survey committee to study external and internal equity.

## **Section XXII: PERSONAL LEAVE**

A. Five (5) work days (40 hours) per year shall be deemed as personal leave days for all staff in this Bargaining Unit.

B. Approval or denial of personal leave requests is solely at the discretion of the department head.

C. Personal leave shall not carry over from one fiscal year to the next.

D. There shall be no compensation for unused personal leave.

E. Employees, newly appointed between July 1 and October 31, shall be credited with 5 standard workdays (40 hours) as personal leave holidays for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with 2.5 standard workdays (20 hours) as personal leave for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with 1 standard workday (8 hours) as personal leave for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no personal leave for that fiscal year.

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

## **Section XXIII: GRIEVANCE PROCEDURE**

### A. Definition, Scope and Right to File

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

- (1) Collective bargaining agreement;
- (2) County ordinances;
- (3) Resolutions;
- (4) Rules;

- (5) Regulations;
- (6) Existing practices affecting the status or working conditions of County employees;

2. Appeals of Appointment, Disciplinary Action, Examination Appeals and Performance Evaluations are not grievable hereunder.

3. A grievance may be filed by an employee in 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 five working 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 ten working days, he/she may initiate a formal grievance within five working 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:

(1) Name(s) of grievant;

(2) Class Title(s);

(3) Department(s);

(4) Mailing address(es);

(5) A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations, or contract language). Statement must specify what provision(s) have been violated and how such violation(s) occurred.

(6) The date upon which the event giving rise to the alleged grievance occurred;

(7) The date upon which the informal discussion with the supervisor took place;

(8) A proposed solution to the grievance;

(9) The date of execution of the grievance form;

(10) The signature of the grievant;

(11) The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

## 2. Step 1

Within fifteen working 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

(1) If the grievance is not resolved in Step 1 to the satisfaction of the grievant or if Step 1 is being bypassed as permitted in above, he/she may, within not more than five working 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, and copying the department head.

(2) Within fifteen working days after such notification, the County Administrator shall investigate the grievance, confer with persons affected and their representatives to the extent he deems necessary, and render a decision in writing.

(3) If the written decision of the 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.

(4) If the decision of the 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

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

(2) Alternative A. The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty 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.

(3) Alternative B. Provided:

- (a) The County Administrator and the grievant agree on the issues to be arbitrated, or
- (b) The grievance pertains to the specific terms of any existing collective bargaining agreement:

The grievance shall be determined by an arbitrator selected by mutual agreement between the County and the grievant. 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 60 calendar days after filing of the appeal to Step 3.

(4) If the County Administrator and the grievant fail to agree on the issues to be arbitrated within fifteen (15) work days, 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.
3. Grievant's signature is required at each step of the Grievance Procedure.
4. Mediation is optional at each step of the grievance procedure.
5. An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
6. Except in grievances involving alleged discrimination 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 MOU provision.

#### **Section XXIV: HEALTH CARE COST CONTAINMENT**

The Parties agree during the term of this contract to conference bargain the subject of health care cost containment at the request of the County.

#### **Section XXV: PROBATIONARY PERIOD**

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

#### **Section XXVI: STRIKE AND LOCKOUTS**

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

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

#### **Section XXVII: WAIVER CLAUSE**

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

#### **Section XXVIII: SEVERABILITY**

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

#### **Section XXIX: TERM**

This agreement shall be in effect through June 30, 2008. It shall continue in effect thereafter from year to year unless either party gives 120 days notice prior to June 30, 2008 or any yearly anniversary date thereafter to terminate or modify this agreement.

Negotiations on the changes or amendments desired shall begin as soon as possible following receipt of this notice. Every effort shall be made to complete such negotiations prior to the end of the contract term.

Notwithstanding any of the above, continuation of this agreement after June 30, 2008, may be voided by operation of PMR 4.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

MARIN COUNTY PROBATION  
MANAGERS' ASSOCIATION

COUNTY OF MARIN NEGOTIATION  
COMMITTEE

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

RATIFIED:

MARIN COUNTY PROBATION  
MANAGERS' ASSOCIATION

BOARD OF SUPERVISORS OF THE  
COUNTY OF MARIN

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Supervisors