

COLLECTIVE BARGAINING AGREEMENT

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 1021 GENERAL BARGAINING UNIT

AND

THE COUNTY OF MARIN

July 1, 2007 – June 30, 2010

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COLLECTIVE BARGAINING AGREEMENT

**SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021
GENERAL BARGAINING UNIT**

THE COUNTY OF MARIN

July 1, 2007 – June 30, 2010

Chapter 1: General Provisions

Article 1.1 Introduction

1.1.1 Scope of Agreement.

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County of Marin (hereinafter called "County") and the Service Employees International Union (SEIU) Local 1021 General Bargaining Unit (hereinafter called "Union") and shall apply to all employees of the County working in the classifications and bargaining units set forth herein. The County agrees to update this language to reflect certification and any lawful change in the status of SEIU 1021 as the exclusive representative of this bargaining unit if and when legal requirements have been met.

1.1.2 Term.

This Agreement shall be in effect from July 1, 2007 through June 30, 2010. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice prior to June 30, 2010, or any yearly anniversary date thereafter, to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement after June 30, 2010 may be voided by any operation of Personnel Management Regulation (PMR) 4.

Article 1.2 Recognition

1.2.1 Bargaining Units.

County hereby recognizes Union as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees within the following bargaining units:

- Unit 01 – General Clerical and Related Clerical Technicians Unit
- Unit 02 – Trades, Vocational, Custodial Unit
- Unit 03 – Public Services and Related Unit
- Unit 04 – Technical Services, Regulatory, and Related Unit
- Unit 16 – Public Defender Attorneys

For the job classes included in these units see Attachment A.

1.2.2 Mutual Obligation.

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.

1.2.3 Notice to Employees.

Whenever a person is hired in any of the job classifications set forth herein, County shall notify such person that the Union is the recognized bargaining representative for employees in that classification.

1.2.4 Available Copies.

Both County and Union 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.

Article 1.3 Concerted Activities

1.3.1 Strikes and Lockouts.

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 association 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.

1.3.2 Injunctive Consent.

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

Article 1.4 Discrimination

1.4.1 In General.

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 and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).

1.4.2 Union Discrimination.

No member, official, or representative of the Union shall, in any way, suffer any type of discrimination or retaliation in connection with continued employment, promotion or otherwise by

virtue of membership in or representation by the Union or in the exercise of the rights established in this Agreement.

Article 1.5 Existing Policies, Severability and Waivers

1.5.1 Existing Laws, Regulations and Policies.

This Agreement is subject to all existing laws of the State of California, ordinances, regulations and policies of the County of Marin. The County, 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.

1.5.2 Severability.

If any article or section of this Agreement shall be held to be invalid by operation of law 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 article or section.

1.5.3 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.

Article 1.6 Defined Standard Workday, Workweek, and Other Time Intervals

1.6.1 Application.

The meaning of terms utilized in this Agreement shall be established as follows in this Article.

1.6.2 Standard Workday, Workweek and Biweekly, Six-Month, and Annual Periods.

The standard work day, workweek, biweekly period, six-month period and annual period is identified for each classification in the appendix.

Article 1.7 Pro-Rata Rules

1.7.1 General.

Unless otherwise specified, the provisions of Chapter 2, "Wages," Chapter 3, "Fringe Benefits," and Chapter 4, "Terms and Conditions," are expressed as full-time regular hire.

1.7.2 Pro-Rata Rules.

Extra-hire employees, when applicable, and regular-hire employees in part-time positions or regular-hire employees who are granted a leave of absence shall be entitled only to the terms of a given provision as specified herein based on the ratio of regular hours worked to the standard work week for that classification.

Chapter 2: Wages

Article 2.1 Salary Increases

2.1.1 General Increases.

Effective the first (1st) day of the pay period in which ratification and approval of the Agreement take place or the first (1st) pay period in July 2007, whichever occurs later, the rate of pay for all classes and employees shall be increased four percent (4%).

Effective the first (1st) day of the pay period in which ratification and approval of the Agreement take place or the first (1st) pay period in July 2007, whichever occurs later, an additional .5% increase will be added to the general adjustment for all classes and employees except for Deputy Public Defender I-IV.

Effective the first pay period in July 2008, the rate of pay for all classes and employees shall be increased by three to four percent (3.0%-4.0%) based on the April-to-April, SF-Oakland-San-Jose CPI-U.

Effective the first (1st) pay period in July 2009, the rate of pay for all classes and employees shall be increased by three to five percent (3.0% -5.0%) based on the April-to-April, SF-Oakland-San-Jose CPI-U.

2.1.2 Equity Adjustments.

In year one of the Agreement, effective the first (1st) pay period in October, up to .6% of the annual salary of the bargaining unit will be allocated for equity adjustments as needed to bring salaries at least up to market.

In year two of the Agreement, .5% of the annual salary of the bargaining unit will be allocated for equity adjustments. Any available balance shall be rolled into year three for year-three equity adjustments.

In year three of the Agreement, .25% of the annual salary of the bargaining unit will be allocated for equity adjustments. Any available balance shall be rolled into successor contract negotiations on equity.

The Salary Survey Committee will make recommendations for equity adjustments to the Director of Human Resources and the Board of Supervisors. See 4.5.1.

2.1.3 Deputy Public Defenders.

Salaries for each level of Deputy Public Defender shall be the same as salaries for each level of Deputy District Attorney. If during the term of this Agreement, Deputy District Attorneys receive a base salary which exceeds Deputy Public Defenders, the County agrees to re-open negotiations on Deputy Public Defender salaries. The fringe benefit formula for the Deputy Public Defenders shall be equal to that of the Deputy District Attorneys and Deputy County Counsel Attorneys. However, in the event that the fringe benefit formula for the Deputy District

Attorneys or Deputy County Counsel Attorneys is reduced, the County agrees to re-open negotiations on this issue with the Deputy Public Defenders.

Article 2.2 Step Increases

2.2.1 Effective Date.

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 conditions set forth in this article.

2.2.2 Promotions and Salary-Step-Increase Percentages.

When an employee receives a promotion, the salary increase shall be no less than five percent (5%) except that in no event shall an employee receive more than the top step of the appropriate pay range. An employee's anniversary date shall change upon promotion. A department may request an advance step appointment upon promotion subject to review by Human Resources and approval by the County Administrator's Office.

2.2.3 Eligibility.

An employee shall be eligible for a step increase upon completion of the probationary period and the annual period thereafter, except as specified in Section 2.2.2., if said step increase is supported by a performance evaluation and all other requirements are met.

In the Clerical Unit, employees are eligible for a merit step increase after six (6) months only when moving from step 1 to 2. All other step increases shall be at the annual period except as specified in Section 2.2.2.

2.2.4 Performance Evaluation Required.

A performance evaluation that meets standards is required for advancement to each successive step of the pay range. Employee performance will be evaluated on the County's regular performance evaluation document in accordance with County rules, regulations and policy. Employees may choose to discuss performance evaluations with their department heads and formally enter a response to the evaluation in writing in their personnel file.

Performance evaluations shall be completed by a supervisory or management employee who is in a position to directly observe the employee's work. Performance evaluations shall not be placed in a personnel file without an opportunity for prior discussion between the employee and the supervisor, shall not contain unverified statements from anonymous sources and in any area rated "Unsatisfactory," shall have attached reasons stated by the supervisor in the commentary section and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

2.2.5 Extra-Hire Conversion.

An extra-hire employee who continuously occupies a position, if thereafter appointed on a regular-hire basis, shall have the anniversary date of step increases calculated from the first (1st) day of current extra-hire employment.

2.2.6 Extra-Hire Step Increases.

Extra-hire employees may be advanced one (1) step in a salary range the first (1st) day of the pay period following completion of total paid service equivalent to the probationary period or annual period set forth for regular-hire employees in the same classification.

Article 2.3 Probationary Periods

2.3.1 In General.

All probationary periods, as provided in Personnel Management Regulation 35, shall be one (1) year (annual period).

2.3.2 Transfer.

A permanent employee transferring from one department to another in the same or similar classification (as determined by the Director of Human Resources) shall serve a three- (3) month probationary period in the new department. A permanent employee failing to pass the probationary period provided herein shall be allowed to return to the employee's original department in the original class, bumping out any less senior incumbent employee in that class.

2.3.3 Performance Evaluation.

All probationary employees (either new hire or promotional) shall be evaluated not later than the end of their third (3rd) month of probationary service and again not later than the end of the fifth (5th) full month of such service. For positions requiring a twelve- (12) month probation period, an evaluation shall be made no later than the end of the eleventh (11th) month of such service.

Article 2.4 Specified Wage Adjustments

2.4.1 Temporary Promotions.

In cases of prolonged absence from duty or other emergencies, a department head may, in writing, temporarily promote an employee when such employee is regularly required to perform the duties of a job with a higher classification for a period in excess of ten (10) days.

In such cases, the employee shall be paid an additional five percent (5%) of the employee's present salary or the first step of the salary range fixed for the job for which the employee has received a temporary promotion, not to exceed fifteen percent (15%), whichever is higher. In no event shall an employee receive more than the top step of the higher classification to which the employee is temporarily promoted. Otherwise, PMR 41.3 shall govern temporary promotions.

If an employee is regularly assigned by their supervisor to perform duties outside their regularly held job class and such an assignment occurs at a rate of frequency as to establish a set pattern of assigned activity, upon notice by the Union, the issue(s) will be reviewed by the Human Resources Department upon request of the employee's department.

2.4.2 Shift Differentials.

The County agrees to pay a five-percent (5%) shift premium for swing-shift work and a ten-percent (10%) shift premium for graveyard work based on the employee's assigned step of the

salary range. Shift differentials shall not be included within the base rate of pay but shall be added to the base rate of pay under the conditions specified in this section. Employees working between the hours of 3:00 p.m. and 8:00 a.m. for their own convenience are not eligible for a shift differential. Shift differentials will not be paid to employees while on vacation or other leave status. Shift differentials will only be paid under the following conditions:

1. Swing Shift: for all hours worked on a regularly assigned work shift in which four (4) or more hours of the shift fall between 5:00 PM and 12:00 midnight.
2. Graveyard Shift: for all hours worked between 10:00 p.m. and 8:00 a.m. when four (4) or more hours of the regularly assigned shift fall between 10:00 p.m. and 8:00 a.m.

2.4.3 Hazardous Material Incident Response.

The parties agree that up to four (4) employees of the Environmental Health Specialist class series will, on a volunteer basis, be available to respond to hazardous-material incidents threatening public safety in Marin County. The County's acceptance of an employee willing to volunteer for this special-duty assignment is contingent on the Director of Public Works certifying that the employee is adequately trained and sufficiently knowledgeable with techniques for testing and monitoring the safe handling and cleaning up of hazardous materials and the employee committing to a minimum of one (1) year of duty in the assignment.

1. Written rules and procedures will be provided to employees regarding their duties and responsibilities in the assignment.
2. Employees selected for the Hazardous Material Incident Response Team will be compensated according to the standby (4.2.7) and minimum call-back (4.2.6) language in Article 4.2, "Overtime."
3. Each member of the hazardous-waste team will periodically be required to undergo a baseline medical examination. The complete cost for such medical examination will be borne by the County. Members comprising the current hazardous-waste team will be scheduled by the department for a medical examination.

2.4.4 Bilingual-Skills Pay.

When a department head, with the approval of the Human Resources Director, designates an assignment as requiring bilingual skills of at least fifty percent (50%) of the employee's work time, any employee in such a designated assignment, who has first demonstrated proficiency in a language acceptable to the department and the Human Resources Director, shall be eligible to receive a 2.5% salary differential based on their hourly pay rate for time spent using such skills. Upon the separation of the employee from said assignment requiring designated bilingual skills, this salary-differential payment to the employee will be discontinued.

When a department head, with the approval of the Human Resources Director, designates a position as requiring bilingual skills, and the special language skills is a qualification for recruitment and selection purposes, any employee in such a designated position, who has first demonstrated proficiency in a language acceptable to the department and the Human Resources Director, shall be eligible to receive a five-percent (5%) salary differential based on their hourly pay rate. Upon separation of the employee from said position requiring designated bilingual skills, this salary-differential payment to the employee will be discontinued.

Chapter 3: Fringe Benefits

Article 3.1 Medical, Dental, Life and Retirement Benefits

3.1.1 Continuation.

The benefits in the past Agreement terminating June 30, 2007 shall remain in effect.

3.1.2 Fair Distribution.

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

3.1.3 Non-Stated Benefits.

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

Fringe benefits shall apply to regular employees only unless the Agreement language specifically mentions extra-hire employee coverage.

3.1.4 County Contribution.

In year one, the County will reimburse out-of-pocket insurance costs as provided in paragraphs 1 through 9 below, in accordance with the following implementation procedures:

- Allowance for each employee will not exceed actual out of pocket up to the cap set for each level.
- Payments will be made quarterly as a pay adjustment for current employees.
- Supplemental checks will be provided on a pro-rata basis for employees who have left County employment during the quarter.
- An employee will be considered to be in the group in which he/she started the quarter even if the employee moves to another level during the quarter.

In accordance with the above, the following fringe-benefits adjustments shall be made to offset out-of-pocket, medical insurance costs:

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-four thousand nine hundred and ninety-nine dollars (\$34,999) or less and has insurance coverage of employee plus one, an annual allowance of up to one thousand two hundred fifty dollars (\$1,250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-four thousand nine hundred and ninety-nine dollars (\$34,999) or less and has insurance coverage of employee plus two or more, an annual allowance of up to three thousand two hundred fifty dollars (\$3,250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between thirty-five thousand dollars (\$35,000) and forty-four thousand nine hundred ninety-nine dollars (\$44,999) and has insurance coverage of employee plus one, an annual allowance of up to one thousand dollars (\$1,000) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between thirty-five thousand dollars (\$35,000) and forty-four thousand nine hundred ninety-nine dollars (\$44,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand seven hundred fifty dollars (\$2,750) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty-five thousand dollars (\$45,000) and sixty-four thousand nine hundred ninety-nine dollars (\$64,999) and has insurance coverage of employee plus one, an annual allowance of up to seven hundred fifty dollars (\$750) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty-five thousand dollars (\$45,000) and sixty-four thousand nine hundred ninety-nine dollars (\$64,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand five hundred (\$2,500) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between sixty-five thousand dollars (\$65,000) and eighty-four thousand nine hundred ninety-nine dollars (\$84,999) and has insurance coverage of employee plus one, an annual allowance of up to two hundred fifty dollars (\$250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between sixty-five thousand dollars (\$65,000) and eight-four thousand nine hundred ninety-nine dollars (\$84,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand two hundred fifty dollars (\$2,250) will be provided;

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between eighty-five thousand dollars (\$85,000) and one hundred four thousand nine hundred ninety-nine dollars (\$104,999) and has insurance coverage of employee plus two or more, an annual allowance of up to one thousand seven hundred fifty dollars (\$1,750) will be provided;

Part-time, benefits-eligible employees will be provided allowances as described above but on a pro-rata basis.

Biweekly Fringe Benefits: Effective December 16, 2007, the fringe-benefit mode of distribution shall change from "A" distribution to "B" distribution where applicable. Effective December 16, 2007, the pay period in which there will be an increase in health insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package as follows:

Fringe Groups 01-01, 02-01, 03-01, 04-01	\$345.00 + 2%
Fringe Groups 02-02, 03-04, 04-02	\$345.00 + 2%
Fringe Group 03-02	\$345.00 + 2%
Fringe Group 03-03	\$345.00 + 2%
Fringe Group 16-01	\$345.00 + 2%

Effective December 16, 2007, any employee whose fringe-benefit package amount under this new formula is less than their prior fringe-benefit-package amount (base period to be determined) will have the prior fringe-benefit-package amount frozen and if currently receiving cash back as of the effective date, will continue to receive cash back but in no case will an employee receive an increase in the amount of cash back received as of December 16, 2007. New employees will not be eligible for cash back except as noted under "Waiver of Participation."

Effective in December 2008 in the pay period in which there will be an increase in health-insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package as follows:

Fringe Groups 01-01, 02-01, 03-01, 04-01	\$370.00 + 2%
Fringe Groups 02-02, 03-04, 04-02	\$370.00 + 2%
Fringe Group 03-02	\$370.00 + 2%
Fringe Group 03-03	\$370.00 + 2%
Fringe Group 16-01	\$370.00 + 2%

Effective in December 2009, in the pay period in which there will be an increase in health-insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package as follows:

Fringe Groups 01-01, 02-01, 03-01, 04-01	\$410.00 + 2%
Fringe Groups 02-02, 03-04, 04-02	\$410.00 + 2%
Fringe Group 03-02	\$410.00 + 2%
Fringe Group 03-03	\$410.00 + 2%
Fringe Group 16-01	\$410.00 + 2%

3.1.5 Part-Time Employees.

Part-time, regular-hire employees who are normally assigned to work half time or more in a pay period shall be entitled to all benefits provided in this Chapter on a pro-rata basis.

Part-time, regular-hire employees, who are normally assigned to work less than half a pay period and who were hired prior to October 1, 1986 and who elected to continue benefit coverage shall also be entitled to all benefits provided in this Chapter on a pro-rata basis.

3.1.6 Employees Excluded.

All regular-hire employees normally assigned to work less than half of a pay period who do not qualify under Section 3.1.5. above and all extra-hire employees will be ineligible for County medical-, dental-, vision-, long-term-disability- and life-insurance coverage and/or any other option contained in this Article.

3.1.7 Vision Insurance.

The vision-insurance benefit shall include coverage of progressive lenses.

3.1.8 Waiver of Participation.

Any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except dental insurance, vision insurance, and basic life insurance, 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 up to fifty percent (50%) of the employee's cost of retirement plus an additional one hundred dollars (\$100). Otherwise, effective December 16, 2007, there will be no additional cash back provided.

3.1.9 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.

3.1.10 Domestic-Partner Coverage.

A regular-hire, benefits-eligible employee may enroll a registered domestic partner and/or the children of a registered domestic partner in the County's benefits plans, including medical, dental, vision, and dependent life insurance under the same conditions that apply to spouses and dependent children. The employee will be responsible for all taxes incurred under rules set by the Internal Revenue Service (IRS) and the Franchise Tax Board regarding imputed income.

3.1.11 Long-Term-Care Insurance.

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

3.1.12 Dependent Care Assistance Program.

The County agrees to continue a Dependent Care Assistance Program (DCAP) such that employees may set aside monies therefore under IRS Section 125.

3.1.13 IRS Section 125 Plan.

Fringe benefits covered under the IRS Section 125 plan allow employee-paid premiums to be paid with pre-tax dollars except for IRS rules governing imputed income.

3.1.14 Long-Term Disability Insurance.

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

3.1.15 Single- and Double-Supplemental Life Insurance.

Union-represented employees may enroll in single- or double-supplemental life insurance. IRS rules governing imputed income will apply.

3.1.16 Open Enrollment.

The County will provide an open-enrollment period on an annual basis to allow employees to make changes in their health-insurance plan. Employees may also apply to add long-term-disability and single- or double-supplemental life insurance subject to review and approval of the insurance carrier.

3.1.17 Medical-Reimbursement Account (MRA).

The County offers a medical-reimbursement account in accordance with IRS Section 125 to allow employees to set aside pre-tax dollars by payroll deduction for approved medical expenses up to a limit set by the County and not to exceed IRS-set limits.

Article 3.2 Retirement

3.2.1 In General.

All employees who work seventy-five percent (75%) or more of full time and are less than sixty (60) years old at the time of hire shall be members of the Marin County Retirement Plan (MCERA) governed by the "County Employees Retirement Law of 1937." Eligible employees hired prior to July 1, 1980 were enrolled in Plan A (Tier 1) unless they elected the conversion option to Plan B (Tier II). Eligible employees hired on or after July 1, 1980 were enrolled in Plan B (Tier II). Eligible employees hired on or after July 7, 2002 shall be enrolled in Plan C (Tier III). (Note: Employees hired between July 1, 1980 and July 7, 2002 were enrolled in Tier III, effective July 7, 2002, except for those employees who chose the option by irrevocable decision to remain in Tier II when Tier III was established.)

It is agreed that these provisions shall not affect employees laid off due to reduction in force and subsequently rehired during the course of this Agreement.

Unless required to do so by law, County shall not revise any benefit provided by the retirement system to employees or to any other persons when such revision will change present or future retirement-system contributions by employees subject to this Agreement, provided, however, such benefit change may be made when agreed to by the Union on behalf of a bargaining unit.

3.2.2 Tax-Free Retirement Contribution.

No federal or State taxes will be withheld by the County from the employee's pay check on the amount the employee contributes to retirement.

3.2.3 Retiree, Medical and Dental Benefits

Benefit Plan #1

Eligibility: Membership date prior to October 1, 1987, five (5) years of credited County service and continuity of coverage.

Level of Benefits: One hundred percent (100%) payment of medical and dental premiums for retiree. Dependent coverage available paid by retiree.

Benefits Plan #2

Eligibility: Membership date prior to October 1, 1993, five (5) years of credited County service and continuity of coverage.

Level of Benefit: Association pays two thousand two hundred seventy-five dollars (\$2,275) per year for medical premiums, dental premiums and Medicare reimbursement. Any excess cost is paid by retiree. Dependent coverage is available paid by retiree.

Benefit Plan #3

Eligibility: Membership date on or after October 1, 1993 or eligibility for Benefit Plan #1 and/or #2 and five (5) years of credited County service and continuity of coverage.

Level of Benefit: Medical and dental premiums are paid subject to years of credited County service (exclusive of Golden Handshakes and Public-Service Buybacks). An allocation factor and maximum payment amount reviewed annually by the Retirement Board determines the level of benefit. Any cost in excess of the lesser of the allocated amount as set by the Retirement Board will be paid by the retiree.

Dependent coverage is available paid by the retiree unless the retiree has thirty (30) years of credited County service. If so credited, the Association will also pay for spousal coverage based on the same criteria as used for the retiree.

Benefit Plan #4

Eligibility: Membership date on or after January 1, 2008, five (5) years of credited County service and five (5) years of continuity of coverage in the plan at the time of retirement.

Level of Benefit: Medical and dental premiums are subject to years of credited County service (exclusive of Golden Handshakes and Public-Service Buybacks) with an allocation factor of one hundred fifty dollars (\$150) per year to a maximum of twenty (20) years of service (\$3,000) annually. Dependent coverage is available paid by the retiree.

The County will explore a Health Savings Account option for employees who wish to set aside money for out-of-pocket retirement health costs.

3.2.4 Retirement Cost-of-Living Adjustments (COLA).

Employees will be responsible for payment of fifty percent (50%) of the cost of the COLA for retirement, not to exceed 1.58%.

3.2.5 Minimum Retirement Age.

Effective for employees hired after January 1, 2008, the minimum retirement age for employees in miscellaneous Retirement Plan Tier III will be adjusted from fifty (50) to fifty-five (55) with the appropriate requirements.

Article 3.3 Sick Leave

3.3.1 Accrual.

Each regular, full-time employee covered by this Agreement shall be entitled to twelve (12) standard workdays of sick leave per year to accrue at .0462 of an hour sick leave for each hour on regular-paid status with no maximum accumulations.

3.3.2 Accrual Coroner's Investigator.

Coroner's Investigators shall accrue sick leave at the hourly rate of .0645 with no maximum accrual.

3.3.3 Extra-Hire Conversion.

An employee who has worked on an extra-hire basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular-hire basis, at that time, shall be credited with sick-leave accruals of extra-hire time on the basis of actual time (hours) worked, up to a maximum of ten (10) days vacation and ten (10) days sick leave. Extra-hire employees shall be notified of this benefit at the time of hire. (See also 3.6.4.)

3.3.4 Employee Sick-Leave Usage.

Sick leave with pay up to a total number of hours accumulated shall be granted by the department head in cases of bona fide illness or bona fide injury of employee. 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.

Union recognizes the County's right to determine by reasonable means the validity of any sick-leave usage by an employee at any time.

3.3.5 Sick-Leave Usage Coroner's Investigator.

Sick leave with pay up to a total number of duty hours accumulated shall be granted by the department in case of bona fide illness or injury of employee. After three (3) consecutive duty days of illness, 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 duty.

Following the third (3rd) occasion within a contract year, when sick leave is claimed on the duty day before or after the scheduled consecutive duty days off, such time off may be considered to be vacation time or leave without pay unless an acceptable physician's certificate verifying the illness is submitted to the County.

3.3.6 Family Sick-Leave Usage.

Leave with pay up to six (6) standard workdays may be granted during a calendar year by the department head for an employee who must care for a parent, son, daughter, spouse or domestic partner during illness. Such leave shall be charged against accumulated sick leave. Also see Article 3.9.4. Family Leave.

3.3.7 Sick Leave Borrowing.

During the first six (6) months of employment as a new regular-hire County employee, an employee may borrow, one time only, up to five (5) standard workdays of sick leave. Such sick leave borrowed shall be subtracted from future accumulations as above provided until accumulation equals excess sick leave taken.

3.3.8 Catastrophic Leave Donation Plan.

Regular eligible employees who have exhausted sick leave may apply for leave donations according to the County's Catastrophic Leave Donation Plan in accordance with Personnel Management Regulation 44.2.

3.3.9 Exceptions.

Sick leave with pay shall not be granted for an injury attributable to an outside occupation for which worker's compensation benefits are available and engagement therein has not been authorized.

3.3.10 Bereavement.

Leave with pay up to one (1) standard workweek may be granted during a calendar year by the department head in case of the death of a mother, father, spouse, sister, brother, son, daughter or domestic partner of a regular employee. Bereavement leave in case of death of other persons may be granted only upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

3.3.11 Retirement Service Credit.

Employees may use seventy-five percent (75%) of their unused accrued sick leave balance toward retirement service credit.

Article 3.4 State Disability Insurance (SDI)

3.4.1 In General.

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employee. Employee must file claims with their department for SDI and with Human Resources for long-term-disability insurance.

Employees will have the full premium cost for State Disability Insurance coverage automatically deducted from their pay check, and no County contribution will be made toward participation in the plan.

3.4.2 Integration of Benefits.

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.

Article 3.5 Industrial Injury

3.5.1 Reporting.

For workers' compensation benefits, an employee should report injury to his/her supervisor within twenty-four (24) hours. The Risk Management Division of the County Administrator's Office will coordinate benefits for all workers' compensation claims.

3.5.2 First-Week Coverage.

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 away from 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.

3.5.3 Integration of Benefits.

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 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.

3.5.4 Added Sick Leave Credit.

In cases where an industrial accident victim exhausts all accrued sick leave, such leave not to exceed five (5) additional standard work days of sick leave will be restored to the employee upon the employee's return to work.

3.5.5 Additional Benefits.

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 employee's medical, dental, life, supplemental-life, vision, 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 of each two (2) years of continuous service, not to exceed twelve (12) months.

3.5.6 Required Treatment.

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 provision of the new law.

However, if the employer 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 predestinated physician, the employee shall have the right to be treated by the physician from the date of injury. The employers 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 predestinated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a worker's compensation injury or illness and that they will adhere to the rules and regulations governing treating physicians pursuant to LC 9785. This form will be attached to the predestination form on the file with the employer.

Article 3.6 Vacations

3.6.1 Accrual.

Each regular employee shall be entitled to accrue vacation credits for each hour on paid status in continuous service in accordance with the following schedule:

Years of Service	Hourly Standard Accrual	Maximum Workdays Per 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

3.6.2 Accrual Coroner's Investigator.

Each Coroner's Investigator employed at the time of this Agreement shall be entitled to accrue vacation credits for each hour on paid status in continuous service in accordance with the following schedule:

Years of Service	Hourly Standard Accrual	Maximum Hours Per Year
0 up to 3	.0501	112
3 up to 10	.0752	168
10 or more	.1002	224

Employees hired after April 2006 will be entitled to accrue vacation credits based upon an eighty-six- (86) hour work period as follows:

Years of Service	Hourly Accrual	Maximum Hours Per Year
0 up to 3	.0385	86
3 up to 10	.0577	129
10 up to 20	.0770	172
20 up to 30	.0962	215
30 and more	.1154	258

Upon request of the Union, the parties agree to meet and confer on the issue of the Coroner's Investigator's vacation accrual.

3.6.3 Vacation After Six Months.

If convenient to the County, the department head shall authorize vacations up to the number of hours actually accrued after a six- (6) month period of continuous employment.

For part-time employees, the above shall mean a six (6) calendar month period of time rather than six (6) months as defined in Article 1.6.5.

3.6.4 Extra-Hire Conversion.

An employee who has worked on an extra-hire basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular-hire basis, at that time, shall be credited with vacation accruals of extra-hire time on the basis of actual time (hours) worked. Extra-hire employees shall be notified of this benefit at time of hire. (See also 3.3.3.)

3.6.5 Preference and Vacation Approval.

At any time during the calendar year, an employee may use accrued vacation, provided, however, all vacations shall be taken at such times as shall be approved by the department head or designee. Employees with the approved vacations which are later cancelled by the County may have unavoidable out-of-pocket costs associated with such vacations. The County will reimburse such reasonable out-of-pocket costs in accordance with County policy. This section will not be interpreted to provide a reason to delay or deny vacation approval.

3.6.6 Maximum Accumulation.

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

For Coroner's Investigator, accumulated unused vacation time shall not exceed three hundred thirty-six (336) duty hours per employee. For Public Defender Attorneys, accumulated unused vacation time shall not exceed three hundred sixty (360) duty hours per employee.

3.6.7 Holiday and Sickness During Vacation.

When a holiday falls within an employee’s vacation period, one (1) additional standard workday’s vacation shall be granted. If an employee becomes ill while on vacation, the time of actual illness may be charged to accumulated sick leave subject to sick leave requirements.

3.6.8 Payment at Termination.

A person who resigns, retires, is laid off or discharged and who has earned vacation time on record 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 one-half (1/2) of the annual period.

Article 3.7 Regular Holidays

3.7.1 In General.

Regular employees shall be entitled to the following holidays with pay for their standard workday:

Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth (4th) Thursday in November
Day After Thanksgiving	Fourth (4th) Friday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King's Day, Jr.	Third (3rd) Monday in January
Presidents' Day	Third (3rd) Monday in February
Memorial Day	Last Monday in May

December 24 and 31 shall be observed as half- (1/2) day holidays if those dates fall on a Monday. Tuesday, Wednesday, or Thursday and providing those days are not deemed holidays above.

Any other day appointed by the President of the United States or the Governor of the State of California and approved by the Board of Supervisors for a public fast, thanksgiving, or holiday.

3.7.2 Alternative Holidays.

For an employee who works a Monday-through-Friday schedule, 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 days off shall be deemed to be a holiday in lieu of the day observed, when possible. Upon approval of the department head, an employee who is unable to take an in-lieu holiday during the pay period due to departmental scheduling and coverage issues may bank the holiday hours of use within the fiscal year. An employee who banks a holiday and does not use it within the fiscal year shall be paid for the banked holiday at straight time.

3.7.3 Equal Holidays.

Regardless of days worked or days off, each employee is entitled to the same number of paid holidays per year as would be earned by an employee covered by the holiday schedule. This section is provided with the intent of assuring equitable treatment for all employees.

3.7.4 Holiday Adjustments.

If an employee's assigned workday exceeds the standard workday for their classification, e.g., an alternative work schedule requires an 8.3-hour shift versus the standard 7.5-hour day, the additional time for a holiday on such a workday will be charged to vacation or floating holiday. If the employee has no vacation or floating holiday leave balance, the additional time will be unpaid.

If an employee's assigned workday is less than the standard workday for their classification, e.g., an alternative work schedule requires a partial 4-hour shift versus the standard 7.5-hour day, the department will adjust employee's work schedule, within the same pay period, to provide the additional holiday time off. No overtime will be paid for this adjustment time.

Part-time employees must make both types of adjustments.

3.7.5 Coroner's Investigator Holiday Pay.

In lieu of time off, Coroner's Investigators will be paid, twice each year, for holidays. Regular and floating holidays will be paid at the rate of one (1) duty-day's pay at a straight-time rate in addition to the base pay for Admission-Day holiday and each day listed in Article 3.7.1. and 3.8.3.

1. Payment of holiday pay shall be made by separate check. Upon termination, accrued floating and regular-holiday hours shall be paid at a straight-time rate.
2. Payment for regular and floating holidays which occur or are credited between July 1 and November 30 shall be made no later than December 20. Payment for regular and floating holidays which occur or are credited between December 1 and June 30 shall be made no later than June 30.
3. An employee is eligible for regular-holiday compensation if the employee is in a pay status for regularly scheduled shifts immediately preceding or immediately following the days designated in Article 3.7.1.

3.7.6 Compensation for Work on a Holiday.

An employee who is scheduled to work on a holiday or for alternate schedules, the employee's designated holiday, will be compensated with a paid holiday according to the employee's job class plus time and a half (1-1/2) in overtime pay or compensatory time for regularly scheduled hours.

3.7.7 Work Beyond the Normal Hours on Holiday.

Employees required to work beyond their normal hours on a holiday or for alternate schedules, the employee's designated holiday, shall be compensated at two and one-half (2-1/2) times the regular pay rate for those hours.

Article 3.8 Holidays and Professional Leave

3.8.1 Accrual.

Each regular employee on the payroll as of July 1 each fiscal year shall be granted four (4) standard workdays per year as floating-holiday time off.

3.8.2 Accrual New Hires.

Employees newly appointed prior to October 31 shall be credited with four (4) standard workdays as floating holidays for that fiscal year. Any employee appointed between November 1 and February 28 (29) shall be credited with two (2) standard workdays as floating holidays for the balance of that fiscal year. Any employee appointed between March 1 and May 31 shall be credited with one standard workday as a floating holiday for the balance of that fiscal year. Any employee appointed between June 1 and June 30 shall receive no floating holiday for that fiscal year.

3.8.3 Accrual Coroner's Investigator.

For Coroner's Investigators, three (3) standard workdays (72 hours) per year shall be deemed floating holidays.

Coroner's Investigators, newly appointed prior to December 31, shall be credited with six (6) floating holidays (51.6 hours) for that fiscal year. Any employee appointed between January 1 and June 30 shall be credited immediately with three (3) floating holidays (25.8 hours) for the balance of that fiscal year.

3.8.4 Use.

Floating holiday time off may be taken at any time or times during the year after accrual, with the approval of the department head. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

3.8.5 Termination Payoff.

Upon termination, unused floating holidays shall be paid at a straight-time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed two (2) standard workdays if the termination occurs between July 1 and December 31 or four (4) standard workdays if the termination occurs between January 1 and June 30.

3.8.6 Professional Leave.

Employees in classes exempt from the Fair Labor Standards Act (FLSA), newly appointed prior to October 31, shall be credited with eighty (80) hours of personal leave for that fiscal year. Any such employee appointed between November 1 and February 28 (29) shall be credited with forty (40) hours of personal leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with eight (8) hours of personal leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no personal leave for that fiscal year.

Article 3.9 Leaves of Absence

3.9.1 Absence Without Pay.

Under the general guidelines of PMR 44, all leaves of absence without pay shall be subject to the approval of the department head. 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. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued vacation and approved floating holiday and personal leave, if applicable, except that the employee may retain up to ten (10) days' accrued vacation time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation leave and approved floating holiday and personal leave, if applicable, except that the employee may retain up to ten (10) days' accrued vacation time.

3.9.2 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 while on jury duty. The amount received as jury fees shall be returned to Marin County. Regular employees may retain any expense reimbursement.

3.9.3 Promotional Exam Leave.

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.

3.9.4 Family Leave.

Employees shall be eligible for family-care leave as outlined in PMR 44 and in state and federal law. Employees shall be eligible for paid family leave through SDI, if applicable.

3.9.5 Parental-Education Leave.

Regular employees may take up to eight (8) hours per month (40 hours per school year) to participate in their school-age children's activities. Part-time employees may use the leave on a pro-rata basis. The leave is unpaid, but employees may use accrued vacation, floating holiday, personal leave (if applicable) or comp time.

Chapter 4: Terms and Conditions

Article 4.1 Hours of Work

4.1.1 Normal Workday.

A normal workday for a classification shall consist of consecutive hours of work interrupted by a lunch break of not less than one-half (1/2) hour or more than one (1) hour. Under normal conditions, the work schedule of all employees shall include a fifteen- (15) minute rest period during each half shift. At the discretion of a department head or designee, an employee may combine breaks with an unpaid lunch break.

4.1.2 Normal Workweek.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive, or four (4) consecutive days, either Monday through Thursday, inclusive, or Tuesday through Friday, inclusive. For the purpose of overtime calculation, when applicable, the normal workweek shall begin at midnight on Sunday and end at 11:59 p.m. on the following Sunday.

4.1.3 Exceptions.

The normal workweek and workday shall not apply to employees listed herein or to employees of departments which have established or alternative work schedules.

Exceptions from work hours defined herein for emergencies or unusual situations may be made by agreement between individual personnel involved and the department.

4.1.4 Flextime/Alternative Work Schedules.

Employees may request, and department heads may approve, flextime and alternative work schedules. Such requests shall not be arbitrarily nor unreasonably denied.

Flextime and alternative work schedules will be defined as:

1. Flex-time – Flexibility around a set work schedule and/or flexibility on a daily basis.
2. Alternative Work Schedule – A fixed scheduled other than a regular 7.5- or 8-hour day with five (5) days of work and two (2) days off.

4.1.5 Library Employees.

1. The workweek of all full-time Library employees shall include two (2) consecutive days off.
2. Library employees shall not be required to work in more than one (1) library except in times of demonstrable economic hardship in which case no employee shall be assigned to more than two (2) libraries.

4.1.6 Assigned Shifts.

All employees shall be assigned to work shifts with regular starting and quitting times. Except in cases deemed to be an emergency by the department head involved, employees will be given ten (10) days' notice prior to any change in their work schedule.

4.1.7 Workday Communications Division.

The workday of the employees of the Sheriff's Communications Division shall begin with the individual employee's work shift.

4.1.8 Work Shifts – Road Maintenance Division.

For employees of the Road Maintenance Division of the Public Works Department, the workweek shall consist of four (4) consecutive days, Monday through Thursday, inclusive. The workday shall be 9.5 hours per day, Monday through Wednesday, and 9 hours on Thursday with

one-half (1/2) hour lunch, a fifteen- (15) minute morning break and two (2) fifteen- (15) minute afternoon breaks. The work hours shall begin at 7:00 a.m.

4.1.9 Hours for Occupational Therapist, Physical Therapist, and Therapy Aide.

While the annual period for the classifications of Occupational Therapist, Physical Therapist, and Therapy Aide is two thousand eighty (2,080) hours, they will work a forty- (40) hour week for eleven (11) months per year. The pay and benefits will be prorated over twelve (12) months. For these classes, overtime will be after eight (8) hours per day or forty (40) hours per week or work on a holiday.

4.1.10 Hours Coroner's Investigator.

Coroner's Investigators shall be on duty for periods of twenty-four (24) consecutive hours beginning at 8:00 a.m.

1. On-duty Investigators will be required to be in the office between 8:00 a.m. and 4:00 p.m. except when called out on a case. After 4:00 p.m. on duty days, employees must be available in accordance with existing department standby policy (accessible to respond within 30 minutes).
2. On-duty Investigators will not be required to maintain office hours on days designated as weekends or regular holidays, but they must be available in accordance with existing department standby policy (accessible to respond within 30 minutes).
3. In accordance with FSLA's 7-K exemption for law enforcement, a Coroner's Investigator shall have a fourteen- (14) day work period of eighty-six (86) hours. Overtime shall be paid for any hours worked over eight-six (86) in the work period according to section 4.2.10.
4. Seven (7) days prior to the first (1st) of each calendar month, the schedule for that month shall be posted in a prominent work place. Except in cases deemed to be an emergency by the department head involved, each employee affected will receive written notice thirty (30) days in advance if possible but no less than fourteen (14) days prior to the effective date of a change in work schedule.
5. County shall provide each employee with five (5) wallet-size shift calendars, color coded for each shift, by December 1, for the following year.

4.1.11 Part-Time Employees.

Regular employees hired to work less than full time prior to June 26, 1988 will not have their work hours decreased unless mutually agreed upon.

Article 4.2 Overtime

4.2.1 Defined.

Overtime shall be time worked:

1. Beyond the standard workday or the employee's established workday, whichever is longer;
2. Beyond the standard workweek or the employees' established workweek, whichever is longer;

3. On holidays. See Article 3.7.6. and 3.7.7.

4.2.2 Compensation.

Employees shall be paid for all overtime worked at one and one-half (1-1/2) times the base 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 shall be compensated to the nearest quarter (1/4) hour.

4.2.3 Required Authorization.

Prior authorization of the County Administrator must be secured by the department head and communicated by the department head to the employees. This requirement shall not apply in the event of emergency situations.

4.2.4 Time Records.

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

4.2.5 Compensatory Time Limit.

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

4.2.6 Minimum Call Back.

Any employee who has departed from a work location and is called back is guaranteed a minimum of four (4) hours' employment at an applicable rate of pay unless the overtime work immediately precedes the employee's regular shift.

4.2.7 Standby.

Any employee who is required by written order of the employee's department head to remain on immediate call shall receive two (2) hours' pay for each eight- (8) hour shift the employee is on standby and not called back to work. Standby assignments shall be apportioned equitably among employees in each work unit.

4.2.8 Daily Limits.

No employee shall be required to work more than a double shift during a twenty-four (24) hour period.

4.2.9 Equitable Distribution of Overtime.

All overtime shall be distributed as equitably as possible among employees in a work unit by considering such factors as availability, skills, training and experience.

4.2.10 Coroner's Investigator.

Prior written authorization of the County Administrator for overtime must be secured by the Coroner and communicated by the Coroner to the employee. If it is impossible or impractical to secure advance authorization from the County Administrator, then the Coroner may authorize overtime subject to subsequent approval by the County Administrator.

Overtime shall be compensated to the nearest half (1/2) hour.

Coverage for Investigators on vacation or sick leave shall be assumed by staff other than the remaining investigators. Specifically, it is the County's intention that the remaining Investigators will not be required to perform additional duty assignments for this coverage except under the most unusual circumstances and all such instances must be authorized by the County Administrator.

Article 4.3 Reimbursements and Provided Equipment

4.3.1 Mileage.

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

4.3.2 Coveralls and Clothing.

County shall provide and launder coveralls or uniforms for such classes of employment as are specified by mutual agreement with the Union.

Field employees of the Parks and Open Space Department, who are required to wear uniforms shall be compensated for required uniforms and articles of clothing. The amount of compensation shall be one hundred twelve dollars and fifty cents (\$112.50) per quarter payable to eligible, full-time employees on payroll for the pay period including September 30, December 30, March 30, and June 30.

All employees of the County garage and Road Maintenance crews and Parks and Open Space Landscape Maintenance workers, Marin Center Utility Works, Shipping/Receiving Clerks, Building Maintenance Workers, Building Inspectors, Building Plans Checkers, Engineering Technicians-Survey Section, Environmental Health Specialists, and Print Shop Workers are required to wear appropriate footwear. The amount of compensation shall be one hundred sixty dollars (\$160.00) to eligible, full-time employees on payroll for the first (1st) pay period of the fiscal year and eighty dollars (\$80) to eligible, full-time employees on the payroll thereafter. The County uses a vendor/voucher receipt/reimbursement system.

4.3.3 Tool Allowance.

The County will provide a tool allowance to the Department of Public Works garage mechanics and Parks and Open Space mechanics up to one hundred fifty-five dollars (\$155) per year upon presentation of receipts.

4.3.4 Equipment Provided.

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

4.3.5 Meal Allowance.

Whenever it is necessary for an employee to work overtime in excess of four (4) consecutive hours on a five- (5) day work schedule, or two (2) hours on a four- (4) day work schedule, the County shall provide a reasonable meal and time to eat same or reimburse the employee for the cost of the meal up to the maximum amount for the appropriated time period as provided in Administrative Regulation No 1.

Subsequent meals or meal reimbursements will be provided at four- (4) hour intervals consistent with the allowances described for overtime above.

4.3.6 Driver's License.

The County shall reimburse employees for all costs of maintaining a Class "A" driver's license if required on the job. The County agrees to review new requirements for licenses through the Department of Motor Vehicles.

4.3.7 Safety-Sensitive Pay.

On the day of a Department of Transportation (DOT) drug or alcohol random test, the employee will be provided a lunchtime meal reimbursement.

As part of the salary-survey review, the committee will look at how other jurisdictions compensate employees subject to DOT drug and alcohol random testing.

Articles 4.4 Safety Committee

4.4.1 Occupational Health and Safety Committee.

The County and Union agree to establish a Joint Occupational Health and Safety Committee consisting of one (1) Union representative and one (1) alternate to serve in his/her absence from each bargaining unit, plus Union staff and an equal number of management representatives.

Said committee shall meet on a regular, calendared, scheduled basis during the term of the Agreement to examine accident reports and to evaluate potential risks for employee health and safety. The Committee shall report their findings by written reports to both management and Union on a timely basis.

The establishment of this committee shall not preclude the parties from resolving environmental health and safety issues in future Agreement negotiations or grievances.

4.4.2 Health and Safety.

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

Article 4.5 Classification Studies/Salary Surveys

4.5.1 Salary Survey Committee.

The Salary Survey Committee shall continue during the term of the Agreement. The purpose of the Committee is to recommend appropriate equity adjustments, if needed, to ensure bargaining-unit classifications remain competitive during the term of this Agreement in accordance with the equity monies agreed to by the parties. The parties agree that recruitment, retention and compaction issues are relevant to the determination of a competitive salary. The Salary Survey Committee will meet as needed but no more frequently than every month unless otherwise mutually agreed upon.

Release time shall be granted to Union Committee members to attend committee meetings. Such release time shall not count towards the 37.5 hours per week limit for Union business as specified in Article 6.2.1 of the Agreement. However, the four- (4) hour limit for individual employees specified in Article 6.2.1 will apply.

The Committee shall operate by consensus. In the event the Committee is unable to reach consensus on the methodology and/or allocation of equity monies, the parties shall request the services of a mediator from the California State Mediation and Conciliation Service.

This committee may also review the issue of necessary expenses associated with various classifications. Such expenses may include items such as clothing, footwear, tools, and equipment.

4.5.2 Classification Studies.

The Salary Survey Committee may recommend to Human Resources classification reviews of job classes that are mutually agreed upon to be studied.

Article 4.6 Upward Mobility

4.6.1 Upward-Mobility Charts.

The County agrees to maintain upward-mobility charts as provide in the National Organization of Women (NOW) Consent Decree. Such charts will be reviewed and revised annually by the County to keep them up to date.

Article 4.7 Personnel Files

4.7.1 In General.

The original or a copy of all material which reflects on an employee or an employee's performance shall immediately be inserted in the employee's file in the Human Resources Department, and the employee shall be notified accordingly. Said file shall be available at all reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

Employees shall be provided an advance copy of any material to be placed in the individual's official personnel file located in the Human Resource Department and Department personnel file. This provision shall not apply to working notes maintained by a supervisor for the supervisor's personal reference.

Article 4.8 Utilization of Extra Hire

4.8.1 In General.

County agrees that the utilization of extra-hire employees should be in situations where, in the County's judgment, full-time or part-time, regular-hire employment is not justified or is not practical and that such utilization shall be in accordance with PMR 34. Regular-hire appointments shall include a Regular, Fixed-Term Appointment defined as an appointment of an employee who has successfully competed for and passed the probationary period in an allocated, budgeted, fixed-term position. Fixed terms are generally established due to limits on grant funding or other known limits to the position's duration.

The County and the Union will meet on a quarterly basis during the term of this Agreement to discuss the use of extra-hire employees in Union-represented job classes. The purpose of the meetings will be to review payroll data for extra-hire employees, to identify any possible issues related to the use of the extra hire, and with the use of interest-based problem solving, to attempt to resolve any issues identified by either of the parties.

Article 4.9 Use of Volunteers

4.9.1 In General.

It is the policy of the County that the Volunteer Program is to provide volunteers to supplement and assist paid staff, not to replace, supervise or manage them. Volunteers will be instructed to abide by any Union job actions.

Article 4.10 Re-employment After Resignation

4.10.1 Re-employment (Reinstatement) Within Sixty Days.

A regular employee who has passed his/her probation period and terminates County service under positive circumstances shall be eligible for re-employment without loss of certain benefits if he/she is re-employed within sixty (60) calendar days of termination. For the purpose 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 only for the purpose of merit-increase eligibility, vacation accrual rate, and reduction in force.

Chapter 5: Procedures

Article 5.1 Grievance Procedure

5.1.1 Grievance Defined

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

1. Collective bargaining agreement;
2. County Ordinance;
3. Resolutions;

4. Rules;
5. Policies;
6. Regulations;
7. Existing practices affecting the status or working conditions of County employees.

5.1.2 Exclusions

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

5.1.3 Who May File

A grievance may be filed by an employee on his/her own behalf or jointly by any group of employees or by a recognized employee organization. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.

5.1.4 Informal Grievance.

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

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

5.1.5 Formal Grievance.

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

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);
4. Mailing Address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinances, rules or regulations, or Agreement language, including specific provisions which have been violated and how such violation(s) occurred);
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date upon which the informal discussion with the supervisor took place;
8. A proposed solution to the grievance;
9. The date of execution of the grievance form;

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

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.

Step 2

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

Within twenty-one (21) calendar days after such notification, the County Administrator shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing. The parties shall present all known, relevant information to each other at this step, including notice from the County if the proposed resolution requires an unbudgeted expenditure.

1. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
2. If Step 2 does not resolve the grievance to the satisfaction of the grievant, the grievant may pursue Step 3.

Step 3

A final appeal to Step 3 may be filed in writing with the Human Resources Department no 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.

1. **Alternative A:** The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty (60) calendar days after the filing of the appeal at Step 3 and shall be final and binding on all parties, subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
2. **Alternative B:** Provided that the County Administrator and the grievant agree on the issues to be arbitrated, or that the grievance pertains to the specific terms of any existing collective bargaining agreement, the grievance shall be determined by an arbitrator selected by mutual agreement between the County and the grievant. The decisions of the arbitrator shall be final and binding on all the parties, subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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

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

5.1.6 General Conditions.

If it is asserted that a grievance is outside the scope of the procedures of definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such a 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.

The Human Resources Department shall act as a central repository for all grievance records and shall provide a copy of the grievance to the department head at each step of the grievance procedure.

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

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

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

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

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

Amendments of the grievances are by mutual agreement of the parties.

Mediation may be used by the parties to assist them in resolving grievances. The decision to utilize mediation shall be voluntary. Mediation may be held at any time prior to submission of the final appeal under Step 3 of the grievance procedure. If mediation is used, it shall be advisory only.

Article 5.2 Reduction in Force

5.2.1 In General.

Whereas PMR 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management, 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 article shall be construed to exclude those employees outside the bargaining unit who have held status in classes covered by this Agreement from exercising bumping rights into said classes nor to deny any rights and obligations for said employees.

5.2.2 Notice.

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. The Union shall also be so notified and upon request, be afforded an opportunity to discuss the layoffs or demotions.

5.2.3 Order of Layoff.

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. Employees in lower-level classes underfilling the affected classification will be laid off first. The break in service of an employee who is reinstated pursuant to Article 5.3. shall not be counted as County service.

5.2.4 Seniority.

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:

1. 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-rata basis to full-time service. Time spent on a leave of absence without pay does not count toward seniority.
2. If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
3. If all of the above factors are equal, the date permanent status in County service is achieved shall be determinative.
4. If all of the above are equal, date of certification for appointment shall be determinative.

5.2.5 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 therefrom 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 which shall hold a hearing within fifteen (15) days after receipt of the appeal and which shall thereafter make a decision within five (5) days, and that decision shall be final.

5.2.6 Bumping Rights.

An employee designated to be laid off may bump into a class at the same salary level within the same department or into the next lower classification within the same department in which such employee has previously held status. Effective December 31, 1997, a Union-represented employee who promotes prior to completing probation shall be considered to have held status in the previous class for purposes of bumping rights. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

5.2.7 Transfer Rights.

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. The length of eligibility for such transfer will be the period of notification as provided in Section 5.2.2. but no longer than the effective date of such layoff or reduction.

Article 5.3 Re-employment Following Reduction in Force

5.3.1 In General.

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 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 appointment of individuals who have been laid off.

5.3.2 Right to Re-employment.

Each person who has been laid off or demoted in lieu of a layoff from a position the person held shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.

5.3.3 Time Limits.

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, he or she shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

5.3.4 Availability.

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 Section 5.3.2.

5.3.5 Countywide Lists.

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 (5) 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.

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

5.3.6 Probationary Status.

Employees reappointed in the same department under the provisions above will not be required to complete a new probationary period if they previously held permanent status in the classification. Employees reappointed to a new department shall be required to complete a new probationary period in the new department. Employees who do not complete their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by Personnel Management Regulation 41.

5.3.7 Restoration of Benefits.

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.

Article 5.4 Disciplinary Action

5.4.1 In General.

All disciplinary actions arising under this Agreement shall be resolved in accordance with the disciplinary appeal process in Personnel Management Regulation 47.

5.4.2 Prior Notice.

It is the policy of the County that as soon as a department head becomes aware of a pattern of behavior or performance that could lead to disciplinary action, the department head shall immediately advise said employee in writing of the facts and remedial action required. This notice shall not be grievable, and this procedure shall not pertain to any illegal acts of the employee.

5.4.3 Notice of Intent.

Notice of intent to take disciplinary action shall be given to the employee no later than twenty (20) working days from knowledge of the event giving rise to the discipline.

5.4.4 Notice of Termination.

No regular, permanent employee shall be discharged for incompetence or inefficiency without receiving ten (10) working days' prior written notice of termination.

5.4.5 Settlement Conference/Mediation Language.

The County and Union agree that discussions regarding settlement of disciplinary actions can be beneficial to both parties in the process. Therefore, for disciplinary actions that invoke hearing rights before the Personnel Commission, the parties are encouraged to consider

settlement options. By mutual agreement, the County and the employee and/or the employee's representative may schedule a settlement conference or mediation session to facilitate such settlement discussions. Any costs incurred in such proceedings shall be split evenly between the parties. All communications whether written or oral during such settlement conference or mediation session shall be confidential and shall not be admissible during a subsequent hearing or related proceeding.

5.4.6 Appeal to Board of Supervisors.

The appellant or the appointing authority, within ten (10) days after the final order of the Personnel Commission, may file an appeal with the Clerk of the Board of Supervisors who shall present the same at the next meeting of the Board of Supervisors. The Board of Supervisors shall then set a day for hearing said appeal. The appeal shall be heard solely on the basis of the reporter's transcript and appended evidence. No oral testimony or new evidence shall be received without the express consent of the Board of Supervisors. The order of said Board of Supervisors shall be final.

Chapter 6: Union Rights

Article 6.1 Notification

6.1.1 Scope of Representation.

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

6.1.2 Personnel Listing.

On a regular basis during the term of this Agreement, County shall provide Union with a copy of each regular personnel listing which contains the names of all employees in the bargaining unit, dates of employment, classifications, rates of pay, and terminations.

Article 6.2 Employee Representatives.

6.2.1 In General.

The Union may, by written notice to the Director or Human Resources, designate certain of its members as employee representatives. Employee representatives shall be permitted reasonable time for Union activities. Total employee time in all the Union bargaining units spent on Union business during each week shall not exceed 37.5 hours and no individual employee shall spend more than four (4) hours of County time on Union businesses. The Union shall provide a monthly reporting to the Director of Human Resources of all names and time used by week by employee representatives during work hours.

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 on County time consists of limited fact gathering/clarification, i.e., not conducting and investigation or preparing witnesses for hearing, and that it does not unreasonably interfere with workplace efficiency/productivity and 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 upon by the County and the Union to be scheduled for conferral or other purpose;
6. Any other matters reasonably related to Union 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 workplace 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 workplace, 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.

6.2.2 Grievance Representation.

Employee representative may investigate and process formal grievances filed by employees.

6.2.3 Access to Bulletin Boards.

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

6.2.4 Bargaining Representation.

In connection with Agreement negotiations, unless otherwise agreed, bargaining committee will not exceed two (2) persons per bargaining unit. Employee members of Union's bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in Agreement negotiations.

Article 6.3 Dues Deduction

6.3.1 In General.

County agrees, upon written consent of the employee involved, to deduct dues as established by Union from the salaries of its members. The sums so withheld shall be remitted by County, without delay, along with a list of employees who have had said dues deducted. Such dues deductions shall continue so long as the Union remains the exclusive representative of these bargaining units or unless discontinued or modified in accordance with section 6.4.10.

Article 6.4 Fair Share/Agency Shop

6.4.1 Union Representatives.

It is recognized that the Union 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 the Union.

6.4.2 Application.

All employees in bargaining units represented by the Union shall become members of the Union or pay a fair-share fee until termination of the Agreement. Payroll deductions for either dues or fair-share/agency shop shall then be deducted from all regular employees in these units. Union dues shall only be deducted after the Union has presented the Director or Human Resources with valid dues deduction cards. Otherwise, fair-share/agency-shop deductions shall automatically be made from the employees paycheck.

6.4.3 New Hires.

All new employees hired shall, beginning within the first thirty (30) days after such hire date, either become a member of the Union and pay dues or pay to the Union a fair-share fee.

6.4.4 Amount of Fee.

During the term of this Agreement, a fair-share fee for services rendered by the Union shall be a percentage of the regular membership dues in accordance with the Government Code. Each employee shall have provided to him/her without prejudice the full representational services of the Union. Payments shall be made biweekly by payroll deduction.

The appropriateness of the amount of the fair-share service fee of non-members shall be reviewed by the County at the beginning of each new Agreement period. The parties agree that the fair-share service fee is reasonable and appropriate.

6.4.5 Separation from Unit.

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 without pay for at least one (1) pay period.

6.4.6 Part-Time and Extra-Hire Employees.

Part-time and extra-hire employees shall pay a pro-rata service fee or dues as provided above.

6.4.7 Financial Statement.

Annually, the Union shall file with the Director of Human Resources an acceptable Union financial statement prepared and certified by a Certified Public Accountant. Such reports shall be made available to employees in the unit by the parties.

6.4.8 Employee Failure to Comply.

The parties agree that failure of an obligated employee in a bargaining unit 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. The Union shall notify the employee (a copy to Human Resources Department and the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance 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, the Union will file an action in small-claims court.
2. If the employee fails to comply, the Union may file an action in small-claims court.

6.4.9 Waiver of County Costs.

The County shall not incur any costs due to small-claims court appearances by County staff. The Union 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 the Union of such costs on a case-by-case basis.

The authorization for payroll deductions described in this article 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.

6.4.10 Rescinding Agency Shop.

This agency shop provision may be rescinded by a majority vote of all the employees in a bargaining unit, provided that:

1. The request for such a vote is supported by a petition containing the signatures of at least thirty percent (30%) percent of the employees in the unit;
2. Such vote is by secret ballot;
3. Such vote may be taken at anytime during the term of this Agreement but in no event shall there be more than one (1) vote taken during this period.
4. All employees holding probationary or regular status in classifications included in the 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.
5. The ballot shall reflect a choice with the following wording: "I vote in favor of agency shop/fee"; or "I vote against agency shop/fee".

6.4.11 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 6.5.4. to a non-religious, non-labor, charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Union 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 contract year.

Article 6.5 Union Activity

6.5.1 Labor/Management Committee.

There shall be continued a labor/management committee during the term of the Agreement comprised of three (3) members of the Union and three (3) members of the Human Resources Department or their designees. The purpose of the committee is to discuss at the earliest possible time issues that arise during the term of the Agreement and that contribute to or detract from positive, productive employee-employer relations involving employees in classification in the Union. The committee shall meet as needed but no more frequently than every month unless by mutual agreement during normal working hours, and employees shall be entitled to release time in accordance with section 6.2.1 of this Agreement.

Chapter 7: County Rights

Article 7.1 Defined County Rights

7.1.1 In General.

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

7.1.2 Specified Rights.

The rights of the County include, but are not limited, to:

1. The exclusive right to determine the mission of its constituent departments, commissions and board;
2. Set standards of service;
3. Determine the procedures and standards of selection for employment and promotion;
4. Train, direct and assign its employees;
5. Take disciplinary action;
6. Relieve its employees from duty because of lack of work or for other legitimate reasons;
7. Maintain the efficiency of County operations;
8. Determine the methods, means and personnel by which County operations are to be conducted;
9. Determine the content of job classifications;
10. Take all necessary actions to carry out its mission in emergencies;
11. 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.

Article 7.2 Telecommuting

7.2.1 Policy Development.

Telecommuting shall be defined as “working off site doing work normally done in a County office.”

Article 7.3 Committee on Political Education (COPE) Deduction

7.3.1 In General.

The County agrees to the establishment of a payroll-deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

1. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the County.
2. Payroll deductions shall commence on the second (2nd) pay period after the authorization is received by the County.
3. Employees may sign up for contributions, change the amount of their contributions or discontinue their contributions at any time.
4. The Union shall indemnify, defend and hold the County, its officers and employees harmless against any and all claims, demands, and suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under the provisions of this Article.

Article 7.4 Exclusions and Waivers

7.4.1 Merit-System Exclusion.

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

7.4.2 Waivers.

The 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 the Union may testify.

Article 7.5 Consultation

7.5.1 In General.

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement on this _____ day of _____, 2007.

SERVICE EMPLOYEES'
INTERNATIONAL UNION LOCAL 1021
GENERAL UNIT

COUNTY OF MARIN NEGOTIATION
COMMITTEE

RATIFIED:

APPROVED:

SERVICE EMPLOYEES'
INTERNATIONAL UNION LOCAL 1021
GENERAL UNIT

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

ATTEST:

ATTEST:

ATTACHMENT A

JOB CLASSIFICATIONS INCLUDED IN AGREEMENT

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
03710000	ACCOUNTANT I	0401	7.5	75	975	1950
03700000	ACCOUNTANT II	0401	7.5	75	975	1950
13910000	ACCOUNTING ASSISTANT	0101	7.5	75	975	1950
14040000	ACCOUNTING TECHNICIAN	0101	7.5	75	975	1950
08230000	AGRICULTURE PROGRAM ASSISTANT	0101	7.5	75	975	1950
08250000	AGRICULTURE/WEIGHTS & MEAS INSP-TRAINEE	0401	7.5	75	975	1950
08260000	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR I	0401	7.5	75	975	1950
08270000	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR II	0401	7.5	75	975	1950
08280000	AGRICULTURE/WEIGHTS & MEASURES INSPECTOR III	0401	7.5	75	975	1950
11690000	AIRPORT ATTENDANT	0201	7.5	75	975	1950
03590000	APPRAISER I	0401	7.5	75	975	1950
03580000	APPRAISER II	0401	7.5	75	975	1950
03570000	APPRAISER III	0401	7.5	75	975	1950
03500000	ASSESSMENT COORDINATOR SPECIALIST	0401	7.5	75	975	1950
03430000	ASSESSMENT/RECORD TECHNICIAN I	0401	7.5	75	975	1950
03440000	ASSESSMENT/RECORD TECHNICIAN II	0401	7.5	75	975	1950
10350000	ASSISTANT EMERGENCY SERVICES COORDINATOR	0301	7.5	75	975	1950
01130000	ASSISTANT OPEN SPACE PLANNER	0401	7.5	75	975	1950
06220000	ASSISTANT PARK PLANNER	0401	7.5	75	975	1950
06090000	ASSISTANT PLANNER	0401	7.5	75	975	1950
03610000	AUDITOR APPRAISER I	0401	7.5	75	975	1950
03600000	AUDITOR APPRAISER II	0401	7.5	75	975	1950
03760000	AUDITOR I	0401	7.5	75	975	1950
03750000	AUDITOR II	0401	7.5	75	975	1950
11160000	AUTO PARTS CLERK	0201	7.5	75	975	1950
14550000	BOOKMOBILE ASSISTANT	0201	7.5	75	975	1950
12550000	BOX OFFICE ASSISTANT	0101	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
12560000	BOX OFFICE COORDINATOR	0101	7.5	75	975	1950
08160000	BUILDING INSPECTOR I	0402	8	80	1040	2080
08140000	BUILDING INSPECTOR II	0402	8	80	1040	2080
11360000	BUILDING MAINTENANCE LEADWORKER	0201	7.5	75	975	1950
11240000	BUILDING MAINTENANCE SERVICES ASSISTANT	0201	7.5	75	975	1950
11340000	BUILDING MAINTENANCE WORKER I	0201	7.5	75	975	1950
11330000	BUILDING MAINTENANCE WORKER II	0201	7.5	75	975	1950
11380000	BUILDING MAINTENANCE WORKER III	0201	7.5	75	975	1950
11770000	BUILDING MAINTENANCE WORKER TRAINEE	0201	7.5	75	975	1950
01560000	BUILDING PERMIT TECHNICIAN I	0402	8	80	1040	2080
01570000	BUILDING PERMIT TECHNICIAN II	0402	8	80	1040	2080
06050000	BUILDING PLANS CHECKER	0402	8	80	1040	2080
06190000	CADASTRAL MAPPING TECHNICAN	0401	7.5	75	975	1950
14940000	CARPENTER/CABINET MAKER	0201	7.5	75	975	1950
13200000	CHILD SUPPORT OFFICER I	0304	8	80	1040	2080
13280000	CHILD SUPPORT OFFICER I-BILINGUAL	0304	8	80	1040	2080
13320000	CHILD SUPPORT OFFICER II	0304	8	80	1040	2080
13540000	CHILD SUPPORT OFFICER II-BILINGUAL	0304	8	80	1040	2080
13470000	CHILD SUPPORT SPECIALIST	0304	8	80	1040	2080
13350000	CHILD SUPPORT SPECIALIST-BILINGUAL	0304	8	80	1040	2080
13970000	CLERK	0101	7.5	75	975	1950
10750000	CLINIC PHYSICIAN	0301	7.5	75	975	1950
10710000	CLINIC PHYSICIAN SPECIAL CLINIC	0301	7.5	75	975	1950
10740000	CLINIC PHYSICIAN-BILINGUAL	0301	7.5	75	975	1950
10840000	CLINIC PSYCHOLOGIST I	0301	7.5	75	975	1950
10850000	CLINIC PSYCHOLOGIST I - BILINGUAL	0301	7.5	75	975	1950
10830000	CLINICAL PSYCHOLOGIST II	0301	7.5	75	975	1950
10880000	CLINICAL PSYCHOLOGIST II BILINGUAL	0301	7.5	75	975	1950
06810000	CODE ENFORCEMENT SPECIALIST	0401	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
03300000	COLLECTIONS OFFICER I	0401	7.5	75	975	1950
03360000	COLLECTIONS OFFICER II	0401	7.5	75	975	1950
11630000	COMMUNICATIONS DISPATCHER I	0402	8	80	1040	2080
09060000	COMMUNICATIONS DISPATCHER II	0402	8	80	1040	2080
09020000	COMMUNICATIONS TECHNICIAN	0401	7.5	75	975	1950
01590000	COMMUNITY DEVELOPMENT TECHNICIAN I	0301	7.5	75	975	1950
01600000	COMMUNITY DEVELOPMENT TECHNICIAN II	0301	7.5	75	975	1950
13700000	COMMUNITY LIBRARY SPECIALIST	0301	7.5	75	975	1950
11470000	COOK	0201	7.5	75	975	1950
05150000	CORONERS INVESTIGATOR	0302	8.6	86	1118	2236
07130000	CRIME ANALYST	0301	7.5	75	975	1950
11400000	CUSTODIAN	0201	7.5	75	975	1950
10770000	DENTIST	0301	7.5	75	975	1950
09180000	DEPARTMENT TECHNICAN & SUPPORT SPECIALIST	0401	7.5	75	975	1950
14300000	DEPUTY COUNTY CLERK I	0101	7.5	75	975	1950
14310000	DEPUTY COUNTY CLERK II	0101	7.5	75	975	1950
05300000	DEPUTY PUBLIC ADMINISTRATOR I	0304	8	80	1040	2080
05160000	DEPUTY PUBLIC ADMINISTRATOR II	0304	8	80	1040	2080
25310000	DEPUTY PUBLIC DEFENDER I	1601	8	80	1040	2080
25320000	DEPUTY PUBLIC DEFENDER II	1601	8	80	1040	2080
25330000	DEPUTY PUBLIC DEFENDER III	1601	8	80	1040	2080
25340000	DEPUTY PUBLIC DEFENDER IV	1601	8	80	1040	2080
12750000	DEPUTY PUBLIC GUARDIAN/CONSERVATOR/INV	0301	7.5	75	975	1950
13210000	ELECTIONS AIDE	0101	7.5	75	975	1950
13220000	ELECTIONS CLERK I	0101	7.5	75	975	1950
13230000	ELECTIONS CLERK II	0101	7.5	75	975	1950
13190000	ELECTIONS CLERK III	0101	7.5	75	975	1950
04090000	ELECTRONIC SERVICES LIBRARIAN	0301	7.5	75	975	1950
13960000	ELIGIBILITY ASSISTANT	0101	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
13980000	ELIGIBILITY ASSISTANT-BILINGUAL	0101	7.5	75	975	1950
06620000	ENGINEERING TECHNICAN III	0401	7.5	75	975	1950
06640000	ENGINEERING TECHNICIAN I	0401	7.5	75	975	1950
06630000	ENGINEERING TECHNICIAN II	0401	7.5	75	975	1950
11350000	ENVIRONMENTAL COMPLIANCE SPECIALIST	0201	7.5	75	975	1950
02860000	ENVIRONMENTAL HEALTH PERMIT TECH I	0101	7.5	75	975	1950
02870000	ENVIRONMENTAL HEALTH PERMIT TECH II	0101	7.5	75	975	1950
08050000	ENVIRONMENTAL HEALTH SPECIALIST I	0301	7.5	75	975	1950
08060000	ENVIRONMENTAL HEALTH SPECIALIST II	0301	7.5	75	975	1950
10370000	EPIDEMIOLOGIST	0304	8	80	1040	2080
11180000	EQUIPMENT MECHANIC ASSISTANT	0201	7.5	75	975	1950
11100000	EQUIPMENT SERVICE ASSISTANT	0201	7.5	75	975	1950
11170000	EQUIPMENT SERVICE WORKER I	0201	7.5	75	975	1950
03040000	ERP SENIOR SYSTEM ANALYST	0401	7.5	75	975	1950
03060000	ERP SYSTEM ANALYST I	0401	7.5	75	975	1950
03100000	ERP SYSTEM ANALYST II	0401	7.5	75	975	1950
12470000	EXHIBIT/EVENTS COORDINATOR	0301	7.5	75	975	1950
12480000	EXHIBITS SUPERVISOR	0301	7.5	75	975	1950
13800000	FAIR ASSISTANT	0101	7.5	75	975	1950
05190000	FAMILY SUPPORT INVESTIGATOR	0301	7.5	75	975	1950
07320000	FIRE HEAVY EQUIPMENT MECHANIC	0201	7.5	75	975	1950
11480000	FOOD SERVICES WORKER	0201	7.5	75	975	1950
01260000	GEOGRAPHIC INFOMATION SYSTEMS ANALYST I	0401	7.5	75	975	1950
06120000	GEOGRAPHIC INFOMATION SYSTEMS TECH	0401	7.5	75	975	1950
01290000	GEOGRAPHIC INFORMATION SYSTEMS ANLYST II	0401	7.5	75	975	1950
01320000	GIFT SHOP COORDINATOR	0301	7.5	75	975	1950
07990000	HAZARDOUS MATERIALS SPECIALIST I	0301	7.5	75	975	1950
08000000	HAZARDOUS MATERIALS SPECIALIST II	0301	7.5	75	975	1950
12580000	HEALTH & HUMAN SERVICES PLANNER/EVAL	0301	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
10250000	HEALTH EDUCATOR	0301	7.5	75	975	1950
10320000	HEALTH EDUCATOR - BILINGUAL	0301	7.5	75	975	1950
11120000	HEAVY EQUIPMENT MECHANIC	0201	7.5	75	975	1950
11500000	HOUSEKEEPER	0201	7.5	75	975	1950
09500000	INFORMATION SERVICES SYSTEMS SPT ANALYST	0401	7.5	75	975	1950
09070000	INSTALLER	0401	7.5	75	975	1950
13440000	INTERMEDIATE CLERK/TYPIST	0101	7.5	75	975	1950
13450000	INTERMEDIATE CLERK/TYPIST BILINGUAL	0101	7.5	75	975	1950
09080000	JAIL CONTROL DISPATCHER	0401	7.5	75	975	1950
10300000	LABORATORY TECHNICIAN I	0301	7.5	75	975	1950
10140000	LABORATORY TECHNICIAN II	0301	7.5	75	975	1950
11430000	LANDSCAPE SERVICES SUPERVISOR	0201	7.5	75	975	1950
11450000	LANDSCAPE SERVICES WORKER I	0201	7.5	75	975	1950
11440000	LANDSCAPE SERVICES WORKER II	0201	7.5	75	975	1950
16910000	LAW CLERK	0301	7.5	75	975	1950
09090000	LEAD INSTALLER	0401	7.5	75	975	1950
16890000	LEGAL ASSISTANT	0301	7.5	75	975	1950
16920000	LEGAL ASSISTANT-BILINGUAL	0301	7.5	75	975	1950
14140000	LEGAL PROCESS ASSISTANT I	0101	7.5	75	975	1950
14100000	LEGAL PROCESS ASSISTANT I-BILINGUAL	0101	7.5	75	975	1950
14150000	LEGAL PROCESS ASSISTANT II	0101	7.5	75	975	1950
14110000	LEGAL PROCESS ASSISTANT II-BILINGUAL	0101	7.5	75	975	1950
14170000	LEGAL PROCESS SPECIALIST	0101	7.5	75	975	1950
16900000	LEGAL RESEARCH ASSISTANT	0304	8	80	1040	2080
13340000	LEGAL SECRETARY I	0101	7.5	75	975	1950
13360000	LEGAL SECRETARY II	0101	7.5	75	975	1950
04050000	LIBRARIAN I	0301	7.5	75	975	1950
04040000	LIBRARIAN II	0301	7.5	75	975	1950
13760000	LIBRARY ASSISTANT I	0301	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
13750000	LIBRARY ASSISTANT II	0301	7.5	75	975	1950
08300000	LIBRARY BRANCH AIDE I	0101	7.5	75	975	1950
08310000	LIBRARY BRANCH AIDE II	0101	7.5	75	975	1950
13710000	LIBRARY DESK SUPERVISOR	0301	7.5	75	975	1950
13620000	LIBRARY TECHNICAL ASSISTANT I	0101	7.5	75	975	1950
13630000	LIBRARY TECHNICAL ASSISTANT II	0101	7.5	75	975	1950
04010000	LIBRARY TECHNICAL SPECIALIST	0101	7.5	75	975	1950
11300000	MAINTENANCE ELECTRICIAN	0201	7.5	75	975	1950
06490000	MAINTENANCE EQUIPMENT OPERATOR	0201	7.5	75	975	1950
11510000	MAINTENANCE PLUMBER	0201	7.5	75	975	1950
11260000	MARIN CENTER MAINTENANCE SUPERVISOR	0402	8	80	1040	2080
11490000	MARIN CENTER UTILITY LEADWORKER	0201	7.5	75	975	1950
11320000	MARIN CENTER UTILITY WORKER	0201	7.5	75	975	1950
11130000	MECHANIC	0201	7.5	75	975	1950
12720000	MEDIATION CASE DEVEL-BILINGUAL	0301	7.5	75	975	1950
12700000	MEDIATION CASE DEVELOPER	0301	7.5	75	975	1950
12710000	MEDIATION COORDINATOR	0301	7.5	75	975	1950
13310000	MEDICAL RECORDS TECHNICIAN	0101	7.5	75	975	1950
13300000	MEDICAL TRANSCRIBER TYPIST	0101	7.5	75	975	1950
10130000	MICROBIOLOGIST I	0301	7.5	75	975	1950
10290000	MICROBIOLOGIST II	0301	7.5	75	975	1950
10280000	MICROBIOLOGIST III	0301	7.5	75	975	1950
10110000	MICROBIOLOGIST TRAINEE	0301	7.5	75	975	1950
09270000	NETWORK ANALYST I	0401	7.5	75	975	1950
09280000	NETWORK ANALYST II	0401	7.5	75	975	1950
10260000	NUTRITIONIST	0301	7.5	75	975	1950
10060000	NUTRITIONIST-BILINGUAL	0301	7.5	75	975	1950
01350000	OBSTETRICIAN/GYNECOLOGIST I	0304	8	80	1040	2080
01360000	OBSTETRICIAN/GYNECOLOGIST II	0304	8	80	1040	2080

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
10190000	OCCUPATIONAL THERAPIST	0303	8	80	1040	2080
06140000	OPEN SPACE INTERPRETIVE NATURALIST	0402	8	80	1040	2080
06230000	OPEN SPACE PARK RANGER	0201	7.5	75	975	1950
01080000	OPEN SPACE PLANNER	0401	7.5	75	975	1950
11190000	PARK EQUIPMENT MECHANIC I	0201	7.5	75	975	1950
11210000	PARK EQUIPMNT MECHANIC II	0201	7.5	75	975	1950
06790000	PARK PLANNER	0401	7.5	75	975	1950
06160000	PARK PLANNING AIDE	0401	7.5	75	975	1950
11570000	PARK RANGER	0201	7.5	75	975	1950
07240000	PARKING ENF OFFICER II	0401	7.5	75	975	1950
07230000	PARKING ENFORCEMENT OFFICER I	0401	7.5	75	975	1950
14950000	PATIENT ACCOUNT SPECIALIST	0101	7.5	75	975	1950
14920000	PATIENT ACCOUNTS CLERK	0101	7.5	75	975	1950
11800000	PERFORMANCE ATTENDANT	0301	7.5	75	975	1950
10200000	PHYSICAL THERAPIST	0303	8	80	1040	2080
06080000	PLANNER	0401	7.5	75	975	1950
06800000	PLANNING AIDE	0401	7.5	75	975	1950
09170000	PROGRAMMER ANALYST I	0401	7.5	75	975	1950
09160000	PROGRAMMER ANALYST II	0401	7.5	75	975	1950
15120000	PROPERTY TAX TECHNICIAN	0101	7.5	75	975	1950
05130000	PUBLIC DEFENDER INVESTIGATOR	0301	7.5	75	975	1950
08080000	PUBLIC HEALTH INVESTIGATO-BILINGUAL	0301	7.5	75	975	1950
08090000	PUBLIC HEALTH INVESTIGATOR	0301	7.5	75	975	1950
03540000	PURCHASER I	0401	7.5	75	975	1950
03550000	PURCHASER II	0401	7.5	75	975	1950
04060000	REAL PROPERTY AGENT I	0401	7.5	75	975	1950
03780000	REAL PROPERTY AGENT II	0401	7.5	75	975	1950
04070000	REAL PROPERTY AGENT III	0401	7.5	75	975	1950
13780000	REPROGRAPHIC AIDE	0201	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
11220000	REPROGRAPHIC TECHNICIAN	0201	7.5	75	975	1950
11200000	REPROGRAPHIC/EQUIPMENT MAINTENANCE TECH	0201	7.5	75	975	1950
06180000	RESOURCE SPECIALIST GIS	0401	7.5	75	975	1950
01340000	RETIREMENT BENEFITS SPECIALIST	0101	7.5	75	975	1950
02660000	RETIREMENT MEMBER SERVICES TECHNICIAN	0101	7.5	75	975	1950
11070000	ROAD MAINTENANCE WORKER I	0201	7.5	75	975	1950
11060000	ROAD MAINTENANCE WORKER II	0201	7.5	75	975	1950
13250000	SECRETARY	0101	7.5	75	975	1950
03730000	SENIOR ACCOUNTANT	0401	7.5	75	975	1950
13900000	SENIOR ACCOUNTING ASSISTANT	0101	7.5	75	975	1950
08240000	SENIOR AGRICULTURAL PROGRAM ASSISTANT	0101	7.5	75	975	1950
03460000	SENIOR ASSESSMENT/RECORDING TECHNICIAN	0401	7.5	75	975	1950
03680000	SENIOR AUDITOR	0401	7.5	75	975	1950
03530000	SENIOR AUDITOR-APPRAISER	0401	7.5	75	975	1950
12370000	SENIOR BOX OFFICE COORDINATOR	0301	7.5	75	975	1950
08110000	SENIOR BUILDING INSPECTOR	0402	8	80	1040	2080
01580000	SENIOR BUILDING PERMIT TECHNICIAN	0402	8	80	1040	2080
13670000	SENIOR CHILD SUPPORT OFFICER	0304	8	80	1040	2080
13410000	SENIOR CLERK/TYPIST	0101	7.5	75	975	1950
13420000	SENIOR CLERK/TYPIST BILINGUAL	0101	7.5	75	975	1950
06820000	SENIOR CODE ENFORCEMENT SPECIALIST	0401	7.5	75	975	1950
09010000	SENIOR COMMUNICATIONS TECHNICIAN	0401	7.5	75	975	1950
11370000	SENIOR CUSTODIAN	0201	7.5	75	975	1950
08040000	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	0301	7.5	75	975	1950
11280000	SENIOR EQUIPMENT SERVICES WORKER	0201	7.5	75	975	1950
12490000	SENIOR EVENTS COORDINATOR	0301	7.5	75	975	1950
14400000	SENIOR LEGAL PROCESS ASSISTANT	0101	7.5	75	975	1950
13720000	SENIOR LIBRARY ASSISTANT	0301	7.5	75	975	1950
13790000	SENIOR MAINTENANCE ELECTRICIAN	0201	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
02590000	SENIOR MEDIATION SERVICES COORDINATOR	0301	7.5	75	975	1950
09110000	SENIOR NETWORK SERVICES ANALYST	0401	7.5	75	975	1950
10270000	SENIOR NUTRITIONIST	0301	7.5	75	975	1950
01230000	SENIOR OPEN SPACE PLANNER	0401	7.5	75	975	1950
06780000	SENIOR PARK PLANNER	0401	7.5	75	975	1950
14930000	SENIOR PATIENT ACCOUNT CLERK	0101	7.5	75	975	1950
06070000	SENIOR PLANNER	0401	7.5	75	975	1950
09150000	SENIOR PROGRAMMER ANALYST	0401	7.5	75	975	1950
11050000	SENIOR ROAD MAINTENANCE WORKER	0201	7.5	75	975	1950
06980000	SENIOR SHERIFF SERVICES ASSISTANT	0401	7.5	75	975	1950
09330000	SENIOR SYSTEMS SUPPORT ANALYST	0401	7.5	75	975	1950
06480000	SENIOR TRANSPORTATION PLANNER	0401	7.5	75	975	1950
03990000	SENIOR WORD PROCESSING OPERATOR	0101	7.5	75	975	1950
06990000	SHERIFF SERVICE AIDE	0101	7.5	75	975	1950
07140000	SHERIFF'S PROPERTY & EVIDENCE CLERK	0101	7.5	75	975	1950
07000000	SHERIFF'S SERVICE ASSISTANT	0401	7.5	75	975	1950
06960000	SHERIFF'S SERVICE TECHNICAN	0101	7.5	75	975	1950
13260000	SHIPPING & RECEIVING CLERK	0201	7.5	75	975	1950
11090000	SIGN FABRICATOR	0201	7.5	75	975	1950
14640000	SPECIAL INVESTIGATIONS SECRETARY	0101	7.5	75	975	1950
02730000	SR GEOGRAPHIC INFO SYSTEMS ANALYST	0401	7.5	75	975	1950
10810000	STAFF PSYCHIATRIST	0301	7.5	75	975	1950
10800000	STAFF PSYCHIATRIST-BILINGUAL	0301	7.5	75	975	1950
11310000	STATIONARY ENGINEER	0201	7.5	75	975	1950
09050000	SUPERVISING COMMUNICATIONS DISPATCHER	0402	8	80	1040	2080
06240000	SUPERVISING OPEN SPACE PARK RANGER	0201	7.5	75	975	1950
11560000	SUPERVISING PARK RANGER	0201	7.5	75	975	1950
13650000	SUPPORT SERVICES SPECIALIST	0101	7.5	75	975	1950
09310000	SYSTEMS SUPPORT ANALYST I	0401	7.5	75	975	1950

Job Class Code	Job Class Title	BU/FG	Workday Hours	Biweekly Hours	6 Month Period	Annual Period
09320000	SYSTEMS SUPPORT ANALYST II	0401	7.5	75	975	1950
09300000	SYSTEMS SUPPORT ANALYST III	0401	7.5	75	975	1950
09350000	TECHNOLOGY SUPPORT ANALYST I	0401	7.5	75	975	1950
09360000	TECHNOLOGY SUPPORT ANALYST II	0401	7.5	75	975	1950
02760000	TECHNOLOGY SYSTEMS SPECIALIST I	0401	7.5	75	975	1950
02790000	TECHNOLOGY SYSTEMS SPECIALIST II	0401	7.5	75	975	1950
02820000	TECHNOLOGY SYSTEMS SPECIALIST III	0401	7.5	75	975	1950
10230000	THERAPY AIDE	0303	8	80	1040	2080
10240000	THERAPY AIDE-BILINGUAL	0303	8	80	1040	2080
11880000	TRAFFIC SAFETY MAINTENANCE WORKER	0201	7.5	75	975	1950
12180000	VETERANS SERVICE OFFICER	0301	7.5	75	975	1950
12200000	VICTIM/WITNESS ADVOCATE	0301	7.5	75	975	1950
12210000	VICTIM/WITNESS ADVOCATE BILINGUAL	0301	7.5	75	975	1950
03330000	VITAL STATISTICS CLERK	0101	7.5	75	975	1950
06010000	WASTE MANAGEMENT SPECIALIST	0401	7.5	75	975	1950
03970000	WORD PROCESSING OPERATOR	0101	7.5	75	975	1950

ATTACHMENT B

Side Letter Agreement

Benefits Advisory Committee

The parties agree that additional options designed to address and reduce the increasing cost of health care will be explored through a joint labor/management-benefits advisory committee to which the Union will have one (1) designated representative. That committee will review options and will negotiate the impacts and effects of any recommended changes. Changes which will be considered by the committee include at least the following:

- Possible options to improve Retiree Health Benefit Plan 4.
- The number of plans that should be provided by the County.
- The feasibility of adding a lower-cost, high-deductible plan option.
- Possible restructuring of plans to reduce premiums.
- Requiring a minimum number of years of participation in a particular County plan prior to retirement in order to be eligible for that plan at retirement.
- Wellness and health improvement program(s).
- Other options the committee decides to consider

This committee shall begin meeting no later than September 15, 2007 and make recommendations no later than March 1, 2008.

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