

COLLECTIVE BARGAINING AGREEMENT

THE COUNTY OF MARIN

AND

**MARIN ASSOCIATION OF PUBLIC EMPLOYEES HEALTH
AND HUMAN SERVICES WORKERS**

August 1, 2010 – June 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

MARIN ASSOCIATION OF PUBLIC EMPLOYEES, HEALTH & HUMAN SERVICES WORKERS & COUNTY OF MARIN

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Marin Association of Public Employees (MAPE (hereinafter called "UNION") and shall apply to all employees of the County working in the classifications and bargaining units set forth herein and as may be amended.

If a provision of the County's Personnel Management Regulations is in conflict with a provision of this Collective Bargaining Agreement, to the extent of such conflict, the provision of the Collective Bargaining Agreement shall be controlling.

Notwithstanding the above, during the term of this Collective Bargaining Agreement via the process outlined in the PMR Revision Sideletter, MAPE and the County may agree to modify a provision of the PMR in conflict with this Collective Bargaining Agreement and conform relevant sections of this Agreement to the agreed-upon modifications to the PMR.

Section I. Recognition

- A. County hereby recognizes Union as the bargaining representative for the employees in the representation unit certified by the County Personnel Commission on February 16, 1998 and modified on June 2, 1972, April 26, 1974, and June 4, 1976 and thereafter as needed, consisting of the following job classifications:

Child Welfare Worker I Bilingual	Licensed Mental Health Practitioner Bilingual
Child Welfare Worker II Bilingual	Licensed Crisis Specialist
Child Welfare Worker I	Mental Health Practitioner/Licensed Mental Health Practitioner
Child Welfare Worker II	Mental Health Practitioner Bilingual/Licensed Mental Health Practitioner Bilingual
Crisis Specialist	Mental Health Practitioner
Crisis Specialist I*	Mental Health Practitioner Bilingual
Crisis Specialist II*	Mental Health Practitioner Bilingual
Crisis Specialist III*	Program Specialist CCS Bilingual*
Eligibility Specialist*	Program Specialist CCS*
Eligibility Worker I*	Registered Dental Assistant*
Eligibility Worker I Bilingual*	Senior Child Welfare Worker
Eligibility Worker II*	Senior Child Welfare Worker Bilingual
Eligibility Worker II Bilingual*	Senior Employment Development Counselor*
Eligibility Worker III*	Senior Registered Dental Assistant*
Eligibility Worker III Bilingual*	Senior Social Service Worker
Emergency Medical Services Specialist*	Senior Social Service Worker Bilingual
Employment Development Counselor Bilingual*	Senior Support Service Worker Bilingual
Employment Development Counselor*	Senior Support Service Worker
Licensed Mental Health Practitioner	Social Service Worker I Bilingual*

Social Service Worker II Bilingual
Social Service Worker I*
Social Service Worker II
Support Service Worker I Bilingual*

Support Service Worker II Bilingual*
Support Service Worker I*
Support Service Worker II*

- B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin County consonant with its obligations to the employees it represents.
- C. County and Union affirm the principle that harmonious labor/management relations are promoted and furthered where there is the broadest possible Union membership of employees in the representation unit. When a person is hired in any of the covered job classifications, County shall notify such person that the Union is the recognized bargaining representative for the employees in said unit.

Section II. Existing Laws, Regulations and Policies

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

A. Discrimination

- 1. No member, official or representative of the Union shall in any way suffer any type of discrimination in connection with continued employment, promotion or otherwise by virtue of membership or participation in or representation of the Union.
- 2. The parties to the 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 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 and anti-harassment policies (Personnel Management Regulations 21).

Section III. Administration

A. Employee Representatives

The Union may, by written notice to the Director or Human Resources and the Director of Health and Human Services, designate seven (7) of its members as shop stewards. Shop stewards 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 twenty-eight (28) hours, and no individual employee shall spend more than four (4) hours of County time on Union business exclusive of the Safety Committee.

Union activity shall be defined as participating in resolution of contract disputes during the life of the Agreement and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. These permitted activities

performed during the normal employee duty time of such designated shop stewards 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.
3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration.
4. Participate in discussions or meetings with supervisors, other management officials, or other involved parties, e.g., the Union, regarding grievances and such other issues directly related to wages, hours or working conditions, and mutually agreed-upon matters.
5. Prepare for scheduled meetings between the County and the Union

When any shop steward is conducting business as defined above, the steward 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. Upon returning to his/her duty station, the shop steward will notify his/her supervisor. Upon arriving at the workplace of an employee to be represented, the shop steward shall 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.

All union activities shall be conducted in such a manner as not to disrupt departmental business or the activities of the employees involved.

B. Union Activity Leave

The Union may request with the employee a leave of absence from County employment for Union leave. The Union's request shall provide reasonable notice, the activity in which the employee will engage and the length of leave requested. The employee will remain on County payroll, on leave status. The County shall be reimbursed by the Union for the costs of the leave, including the costs of the benefits and any related administrative costs. The parties agree to discuss the cost specifics during the approval process. The immediate supervisor will be presented with the request as well as the Director of Human Resources. The Director of Human Resources may grant or deny the requested leave. Prior to denying such leave, the Director shall meet, upon request, with the Union Representative to discuss the decision. The HR Director shall make a final determination on granting or denying the leave. Such decision by the County is final, is not subject to appeal, and may not be grieved.

Only one employee covered by Agreement will be authorized to be on leave at any one time. Further, such leave may only be approved for a maximum period of six (6) months per employee, unless the parties mutually agree otherwise.

C. Posting of Notices

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

D. Shop Steward

The shop steward may investigate and process formal grievances filed by employees.

E. Bargaining Committee

In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed seven (7) persons, plus the chapter president. 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 contract negotiations.

F. Payroll Deductions

The County shall develop whatever computer mechanisms necessary to accommodate voluntary payroll deductions which will be authorized in writing by bargaining unit employees.

1. Up to three (3) code items may be requested by the Union and will be implemented by the County as soon as possible after County receives notification from the Union.
2. Deductions may be a percentage or a fixed dollar amount.
3. Individual employees may change the amount of a deduction or make other individual changes no more than one (1) time in a four (4) month period.
4. If additional deduction codes are requested by the Union, the Union agrees to pay the cost for the changes.

G. Notices

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

On a regular basis during the term of this Agreement, but not less than one (1) time per quarter, the County shall provide the 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.

It is also understood that the County will provide the Union with a list of status changes (new hires, terminations, reclassifications, salary changes, etc.) in the bargaining unit not less than one (1) time per month.

Section IV. County Rights

- A. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.
- B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with the Agreement.
- C. This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code or Personnel Management Regulations (PMRs) 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.
- D. The Union agrees, without further action by the County or the Union, 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.
- E. Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of representation.
- F. Before implementing any decision to contract out work currently being performed by employees represented by the Union, or to transfer such work out of the unit, the County shall notify the Union and, upon request, meet and confer regarding the impact of such decision on employees' terms and conditions of employment to the extent such terms and conditions are within the scope of representation.

The County's obligation to meet and confer shall apply only to decisions which result in layoff or reduction in hours or other direct impact on employees' terms and conditions of employment.

Notice from the County is to be given in writing to Union by personal delivery or certified mail. Union shall respond within five (5) working days from date of receipt with request to meet and confer or Union is deemed to have waived meet and confer. Union shall attempt to respond sooner if possible.

County and Union shall meet and confer for not more than thirty (30) days from receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.

Notwithstanding the above, the County reserves the right to take whatever action it deems necessary in the event of an emergency for the duration of the emergency. The Union, however, will be notified promptly of such action. For purposes of this provision, emergency includes, but is not limited to, acts of God, imminent financial shortfall, strike and an inability to hire essential workers.

Section V. Salaries

A. General Salary Adjustments

There shall be no salary increase during the term of this Agreement.

B. Crisis Specialists

The Crisis Specialists assigned to the jail will receive a ten-percent (10%) assignment differential.

C. 1989-90 Contract Negotiations

During the 1989-90 contract negotiations, it was agreed that all current adult social workers would be grandparented as Social Service Worker II's. All current Social Service Workers with master's degrees in Adult Services and all Mental Health Practitioners II's with master's degrees will continue to receive a five-percent (5%) differential. Incumbents in Children's Social Service who met or were within six (6) months of meeting the Child Welfare Worker II minimum qualifications were grandparented as Child Welfare Worker II's.

Mental Health Practitioners who did not have a Licensed Clinical Social Worker (LCSW) or Marriage, Family, and Child Counselor (MFCC) license (who met or were within 6 months of meeting the Mental Health Practitioner III qualifications) were grandparented as Mental Health Practitioner III's.

D. Reduction in Force

For the purpose of reduction in force or bumping subsequent to reduction in force, the seniority of all social workers who are permanent employees as of the date of ratification of the 1989-90 Agreement, in both the adult and child welfare areas, will be counted as the same. No employee will be promoted solely as a result of exercising their rights under the Agreement. The grandparenting agreement will remain in effect until the employees affected separate from County service.

E. Child Protective Services (CPS)/Adult Protective Services (APS) Emergency Response.

Employees performing CPS and APS emergency response will be paid the following rates.

APS/CPS on-call, emergency-response/night workers' rates for the on-call emergency response assignment will be:

- Weeknight: \$108.18
- Weekend Days: \$180.32
- Holidays: \$270.44

The County agrees to review the rates as part of the salary survey process.

F. Adult Protective Services

When adult protective services are legally mandated, the parties agree to meet and confer to develop the job specifications and salary levels for a new APS position.

G. Shift Differentials

The County agrees to pay shift differential for the classes of Crisis Specialist I, II, III and Eligibility Worker I, II, III at the following rate: 7.5% swing and 10% graveyard, (plus an additional 10% for weekends, if required).

1. For all hours worked on a regularly assigned work shift in which four (4) or more hours fall between 5:00 p.m. and 12:00 midnight (swing shift), the rate of 7.5% shall be paid.
2. For all hours worked on a regularly assigned work shift in which four (4) or more hours fall between 12:00 midnight and 8:00 a.m. (graveyard shift), the rate of ten percent (10%) shall be paid.
3. 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. All employees in the same class shall be paid the same differential for each hour worked. Employees working between the hours of 5:00 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. Extra-hire employees are eligible for shift differential only when working on an assigned basis.

During a shift in the Crisis Unit without a registered nurse assigned, one (1) Crisis Specialist may be assigned medication duty and receive five-percent (5%) premium pay of base salary for the shift worked.

H. Assignment Differential

Mental Health Practitioner and Licensed Mental Health Practitioner and corresponding bilingual classes assigned to work in the jail will be eligible for a ten-percent (10%) assignment differential.

I. Promotion

An employee who is promoted to a classification having a greater maximum salary than his/her former position shall receive the minimum salary for the new range or one (1) step not less than five percent (5%) above his/her former salary, whichever is greater, providing that the salary is within the new salary range. Percentage salary increase for promotions are to be based on hourly rates.

J. Temporary Special Assignment Pay

Temporary special assignment is defined as a practice where, as directed by an appointing authority, at least 25% of an employee's work time requires the performance of higher level duties outside of their regularly assigned classification that significantly changes the nature of their work.

Temporary special assignments must be a minimum of ten (10) working days, and shall not exceed six (6) calendar months. In the event of unusual circumstances, a department head may request an extension from the Director of Human Resources. Temporary special assignments will be effective no earlier than the start of the pay period in which the application was received.

An employee shall be paid an additional five percent (5%) of his or her present salary. The salary used to calculate the increase will be the employee's current biweekly base salary. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

The request for temporary special assignment pay may only be initiated by the appointing authority by submitting the request for temporary special assignment pay to Human Resources in writing. The request should include a description of the additional duties assigned that are not represented in the employee's regularly assigned classification and the expected duration of the assignment. Any conflicts concerning the application of this policy shall be decided by the County Administrator, whose decision shall be final.

The granting and/or discontinuance of temporary special assignment pay shall not be subject to the grievance procedure.

K. License Reimbursement

The County will reimburse for the costs of one license renewal per year for Regular Hires in the following classifications: Licensed Mental Health Practitioners (Code 1087), Licensed Mental Health Practitioners Bilingual (Code 1091), and Licensed Crisis Specialist (Code 1486).

Section VI. Step Increases

- A. With the implementation of the biweekly payroll system, employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if the paid step increase is supported by an appropriate performance evaluation and all other requirements are met.
- B. For five (5) step salary ranges, regular employees are eligible, upon completion of one (1) year (2,080 hours) of regularly scheduled service, to receive salary step increases based upon "meets standards" or higher performance evaluations.
- C. For three (3) step salary ranges, regular employees are eligible after two thousand eighty hours (2,080) hours of employment for a step increase if supported by a "meets standards" or higher performance evaluation.

- D. Performance evaluations for regular and extra-hire employees must accompany the payroll-personnel action form (101) when a salary step increase is recommended.
- E. An employee who does not receive a step increase on said employee's yearly anniversary date shall be eligible after six (6) months (1,040 hours) of regular service to be reconsidered for this step increase if the employee demonstrates job performance which meets or exceeds standards. If said step increase is granted, the employee's anniversary date for future step increases shall remain the original anniversary date as long as the criteria specified in Section VI (A) are met.
- F. Overtime shall not count toward accumulation of hours as used in this section.
- G. All probationary employees (either new hire or promotions) shall be evaluated not later than the end of their fourth (4th) month of probationary service and again not later than the end of the tenth (10th) of the month of such service. Nothing in this section shall alter the County's right to release an employee from employment at any time during the probationary period.

Section VII. Bilingual Pay

- A. When a department head, with the approval of the Director of Human Resources, designates a position as requiring bilingual skills, and this special language skill 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 Director of Human Resources 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.
- B. When a department head, with the approval of the Director of Human Resources, designates an assignment as requiring bilingual skills of at least 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 Director of Human Resources shall be eligible to receive a 2.5% salary differential based on their hourly pay rate for time spent using such skills. Upon separation of the employee from said assignment requiring designated bilingual skills, the salary differential payment to the employee will be discontinued.

Section VIII. Hours of Work and Workload Standards

- A. Workload Standards and Overtime Exempt Employees
 - 1. This subsection does not apply to employees in classifications designated by an asterisk (*) in Section I, "Recognition." Professional hours (A1-A6 and Side Letter) do not apply to employees who are eligible to receive over time pursuant to the *Fair Labor Standards Act*.
 - 2. Employees covered by this subsection have professional status and all work assignments are of a professional nature. Because successful performance is not directly related to time input, each assignment requires variable amounts of time, depending on the personal professional approach of the employee and the particular

circumstances of each case. Accordingly, such employees shall be accountable for results rather than time worked.

3. Workload assignments will be made on the basis of an assumed forty (40) hour week; however, employees are not required to be present or in work status on a regular eight (8) hour day, five (5) day week basis but shall adjust time and location of work to suit workload needs. No penalty shall be suffered by an employee who works less than forty (40) hours in a given week or eight (8) hours in a given day, nor shall any overtime be paid or credited for overtime work. It is expected that full-time employees work full-time within the flexibility provided by professional hours. Likewise, employees who work less than full-time must work the appropriate hours for their position. Notwithstanding the foregoing it is not the intent of this section to authorize the combining of professional time with vacation to extend vacation time periods for employees.
4. Employees may be required to be present for given time periods in given locations for the convenience of the public, for training, or for other departmental purposes related to public service.
5. Employees shall provide requested information regarding work schedules to their supervisors.
6. Notwithstanding the foregoing, the County reserves its right to set schedules.
7. Workload standards during the term of this Agreement shall be as follows:

Functional Service Unit	Average Number of Cases to be Assigned Per Functional Unit	Maximum Number of Cases to be Assigned to Any One Worker
General Social Services	38	48
Assessment	55	65
Adoption	45	55
Vocational Services	55	65
Licensing	55	65

Average workload standards shall be determined by dividing the number of cases assigned to a social service function unit by the number of social workers assigned to the unit. For purposes of this Agreement, such averages and maximums will be determined on the last day of the month.

County agrees that authorization of additional full-time staff by the Board of Supervisors will be requested by the department head and County Administrator whenever the workload in a unit of the department exceeds the applicable standards by more than fifty percent (50%) of one (1) caseload after three (3) consecutive months in the general social services and licensing functional service units and after two (2) consecutive months for the assessment, adoption and vocational services functional services units. In hiring any part-time staff, the above standards will be applied on a proportional basis.

8. Notwithstanding the provision of Section IX(A)7 above, the department head and Union may agree upon and implement different workload standards as specified in

Section IX(A)7 above subject to the following conditions, limitations and authorizations:

- a. Such different workload standards must be mutually agreed upon between department and Union and committed to writing.
- b. In no case shall any different workload standards necessitate additional staff over and above that which may be required under the provisions of Section IX(A) 7 above.
- c. In no case shall any different workload standards serve as justification for or be utilized in support of any position reclassifications.

9. Professional Hours Clarification

Parties agree to the joint labor/management memo of June 23, 2000 (attached).

10. Workload and Caseload Standards based upon factors including but not limited to: unit staffing, legal requirements, number of cases, function, quality of service to clients, shall be mutually developed for all applicable classifications including but not limited to: Eligibility Workers, Child Welfare Workers and Mental Health Practitioners. Language developed through this process by mutual agreement shall replace the contract language in Article IXA (7) and (8).

B. Hours of Work.

1. Applicability

This subsection applies only to employees in classifications designated by an asterisk (*) in "Recognition," Section I.

2. The standard workweek shall consist of five (5) days, Monday through Friday inclusive. This standard shall not apply to employees in work units which have different schedules of work and/or operation. A normal workday shall consist of eight (8) consecutive hours of work within a maximum nine (9) hour period, interrupted by a lunch break of not less than one half (1/2) hour or more than one (1) hour.
3. Employees shall be assigned to work shifts with regular starting and quitting times. Except in cases of a bonafide emergency declared by the department head, employees will be given ten (10) days' notice prior to any change in their work schedule.
4. Rest Periods.

Under normal conditions, the work schedule of all employees shall provide for a fifteen (15) minute rest period during each four (4) hour period. At the discretion of the department head or designee, an employee may combine breaks with an unpaid lunch break.

5. Overtime

Employees subject to this subsection shall be paid for overtime worked not later than the second (2nd) paycheck following performance of work at one and one-half (1-1/2) times the base rate of pay, subject to the following conditions and authorizations:

- a. Overtime is time in paid status beyond forty (40) hours per week or the employee's standard workweek, whichever is longer, or on holidays other than Saturday or Sunday.
- b. Overtime shall be compensated to the nearest five (5) minute increment. Compensatory time is calculated at time and one half of the base rate of pay.
- c. Prior authorization of the County Administrator must be secured by the department head and communicated by the department head to the employee.
- d. Qualifying employees may accumulate up to forty (40) hours of overtime to be taken as compensatory time off in lieu of paid overtime with the approval of the department head.

If an employee promotes or demotes into a classification where compensatory time is not to be accrued, upon the promotion or demotion, the employee will receive a lump sum payment for all earned and accrued compensatory time.

6. Minimum Call Back

Any regular-hire employee who has departed from a work location and is called back is guaranteed a minimum of two (2) hours' employment at an applicable rate of pay unless the work immediately precedes their regular shift.

C. Reports on Workload and Caseload

The County shall provide to the Union copies of reports which the County provides to the state or which are generated by the state based on County data regarding caseload size and composition, size of the workforce and funding bases. The County shall authorize the appropriate persons in the department to provide the Union with the above information.

Section IX. Perquisites (Benefits)

Perquisites shall apply to regular County employees only unless the contract language specifically mentions extra-hire employees.

A. Vacation

- 1. Each regular employee shall be entitled to annual vacations on the basis of years/hours of continuous service in accordance with the following schedule. Vacation credit shall be expressed and accrued at the hourly rates shown.

Hours of Service	Hourly Accrual	Maximum Hours Pay Period	Accrued per year
1-18,720	.0577	4.616	120

18,721 and above	.0770	6.160	160
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2. Vacation time shall be accumulated as indicated in Section X(A)1 above.
3. Employees with six (6) months (1,040 hours) of service shall be allowed vacation up to the number of days/hours actually accrued. Any employee whose employment terminated after six (6) months (1,040 hours) of service shall be granted vacation pay on a prorated hourly basis.
4. Employees shall be given their preference in vacation time within the limits of the vacation schedule that shall be mutually agreed upon between the department head and the Union.

5. Unused Vacation Time

Accumulated unused vacation time shall not exceed three hundred (300) 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. Such approval will not be unreasonably withheld.

6. Illness While on Vacation

If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

B. Holidays

1. Designated

Regulated employees shall be entitled to the following holidays with pay: 1) The first (1st) day of January; 2) the third (3rd) Monday in January; 3) the third (3rd) Monday in February; 4) the last Monday in May; 5) the fourth (4th) day of July; 6) the first (1st) Monday in September; 7) Veterans' Day; 8) Thanksgiving Day; 9) the Friday immediately following Thanksgiving Day; 10) December 25; and everyday appointed by the President of the United States or the Governor of the State of California of a public fast, thanksgiving or holiday and approved by the Board of Supervisors.

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.

Employees working in twenty-four-hour (24) hour facilities shall observe the holiday on the actual holiday.

December 24 and 31 shall be observed as four- (4) hour holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday, and providing that those two (2) days are not deemed holidays in accordance with the first two (2) paragraphs above.

2. Floating Holidays

- a. Four (4) workdays (32 hours) per year shall be deemed floating holidays which may be taken at any time or times during the year after accrual with the approval of the department head.
- b. Each regular employee on the payroll as of July 1 shall be credited immediately with four (4) floating holidays (32 hours) for the fiscal year. Floating holidays for new employees will be prorated as follows:
 - Employees newly appointed prior to October 31 shall be credited with four (4) standard workdays as floating holidays for the fiscal year. \
 - Any employee appointed between November 1 and February 28 (29) shall be credited with two (2) standard workdays for the balance of the fiscal year.
 - Any employee appointed between March 1 and May 31 shall be credited with one (1) standard workday 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.
- c. Floating holidays shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.
- d. Upon termination, unused floating holidays shall be paid at a straight-time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed two (2) workdays if the termination occurs between July 1 and December 31, or four (4) workdays if the termination occurs between January 1 and June 30.

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 in Sections X(B)1 and X(B)2 above. This section is provided with the intent of assuring equitable treatment for all employees.

4. In-Lieu Holidays

For an employee who does not work a Monday-through-Friday schedule, the day immediately following the employee's two (2) days off shall be deemed to be a holiday in lieu of the day observed. 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 for 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.

C. Insurance and Retirement Contributions

1. Effective the full first pay period after adoption of this Agreement by the Board of Supervisors, the County will provide an increase to the flat dollar amount of the biweekly fringe package in an amount equivalent to the October 2009 to October 2010 SF-Oakland-San Jose CPI-U (0.9%).

Effective the second pay period in December 2011, the County will provide an increase to the flat dollar amount of the biweekly fringe package in an amount equivalent to three percent (3%).

Re-opener

In the event that it becomes necessary for the County to make adjustments to the Section 125 plan(s) to qualify or maintain the plan(s) as meeting the legal requirements of Section 125 of the Internal Revenue code, the parties agree to re-open on that subject to bring the plan(s) into legal compliance.

2. Bi-weekly Medical Payment (BMP)

The County shall contribute the annual amounts described below for out-of-pocket insurance costs (in biweekly payments) in accordance with the following implementation procedures:

- Allowance for each employee will not exceed actual out of pocket costs up to the cap set for each level.
- Payments will be made biweekly as a pay adjustment for current employees.
- Eligibility will be evaluated each pay period that the BMP is paid.

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-nine thousand nine hundred and ninety-nine dollars (\$39,999) 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-nine thousand nine hundred and ninety-nine dollars (\$39,999) 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 forty thousand dollars (\$40,000) and forty-nine thousand nine hundred ninety-nine dollars (\$49,999) 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 forty thousand dollars (\$40,000) and forty-nine thousand nine hundred ninety-nine

dollars (\$49,999) 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 fifty thousand dollars (\$50,000) and sixty-nine thousand nine hundred ninety-nine dollars (\$69,999) 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 fifty thousand dollars (\$50,000) and sixty-nine thousand nine hundred ninety-nine dollars (\$69,999) 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 seventy thousand dollars (\$70,000) and eighty-nine thousand nine hundred ninety-nine dollars (\$89,999) 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 seventy thousand dollars (\$70,000) and eighty-nine thousand nine hundred ninety-nine dollars (\$89,999) 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 ninety thousand dollars (\$90,000) and one hundred nine thousand nine hundred ninety-nine dollars (\$109,999) 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.

3. The County shall apply the contribution first toward the employee's health, dental, basic life, supplemental life insurance and long-term disability insurance programs in which the employee is enrolled. The difference between the County's contribution toward the employee's insurance program and the actual amount paid by the County toward the employee's total benefit package shall be applied toward up to one-half of the employee's normal retirement contribution per full-time employee pursuant to Section 3458.1 of the California Government Code.
4. The Vision Services Plan is a mandatory benefit for employees (optional for dependents).
5. The County and the Union agree that the agreed-to changes in the medical, dental, life, retirement and supplemental benefits resolve any question of fair distribution of benefits between employees of different benefit levels and coverage and that this package represents a sound contribution to the fringe benefit coverage of all County employees presented by the bargaining unit party to this Agreement.

6. Any employee covered by this Agreement may make written application to the Director of Human Resources for waiver of required participation in one or more insurance programs if said employee provides acceptable proof of equivalent coverage in a group health plan through other sources.
7. The County offers medical, dental and vision insurance coverage for registered domestic partners and children of registered domestic partners. Employees will be responsible for all taxes incurred on such benefit in accordance with Internal Revenue Service (IRS) and Franchise Tax board regulations regarding imputed income.
8. Effective upon ratification, extra-hire Crisis Specialists will be paid a 7.5% differential in-lieu of benefits; this will increase to 15% effective the first pay period in July 1996.
9. Employees will be eligible to enroll in the County's Dependent Care Assistance Plan (DCAP) and the Medical Reimbursement Account (MRA).

No later than April 1, 2011 the County will provide a one-time cash payment to each employee who is eligible for medical benefits as follows:

\$250 for employee only coverage
\$375 for employee plus one
\$575 for employee plus family

Effective January 2012, the County will provide a one-time deposit to the employees' MRA on behalf of each employee who is eligible for medical benefits and has established an MRA through the County, as follows:

\$250 for employee only coverage
\$375 for employee plus one
\$575 for employee plus family

The language regarding "County payments to MRA" in this subsection sunsets at the expiration of the agreement or the conclusion of the bargaining process for the successor agreement, whichever is later, unless otherwise negotiated.

10. 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 Section X(C) 11, "Waiver of Participation."
11. Waiver of Participation

During open enrollment or within 30 days of a qualifying event (as defined by the County of Marin Section 125 Plan), any employee covered by this Agreement may make written application to the Human Resources Director for waiver of participation in a County medical plan if said employee provides acceptable proof of equivalent

coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and up to fifty percent (50%) of the employee's cost of retirement plus the employee may receive an additional one hundred dollars (\$100) cash back. Otherwise, effective December 16, 2007, there will be no additional cash back provided.

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

D. Sick Leave

1. 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. Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by an employee at any time.
2. Each regular, full-time employee's sick leave under the biweekly payroll system shall be accrued at the hourly rate of .0462 (3.696 hours per 80 hour pay period worked) up to the maximum in Section X(D)3 below.
3. Effective July 2004, there will be no cap on unused sick leave.
4. 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, domestic partner or person of a familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave.
5. Leave with pay up to five (5) consecutive standard workdays shall be granted during a calendar year by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, sister, brother, son, daughter, or son or daughter of a registered domestic partner of a regular employee. Upon request of the employee and approval by the department head, bereavement leave may be used on a non-consecutive basis. 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.
6. Sick leave with pay shall be granted for normal medical reasons or illness due to pregnancy. Sick leave with pay shall not be granted for any injury attributable to an outside occupation for which workers' compensation benefits are available and engagement therein has not been authorized.
7. During the first six (6) months of service, an employee may, one time only, take sick leave in excess of the number of days/hours accumulated as aforesaid, not to exceed five (5) days (40 hours); however, if an employee takes excess sick leave, such excess sick leave shall be subtracted from future accumulations as above provided until accumulation equals excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in Section X(D)1 above.

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

E. Industrial Accidents

1. In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge, against sick leave during the first (1st) week off work, or any portion thereof, following an industrial accident, provided that the County determines:

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

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

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

2. In cases where an industrial accident victim exhausts all accrued sick leave, five (5) additional days (up to 40 hours) of sick leave will be credited to the employee upon employee's return to work.

3. Continuation of Benefits

In cases where an industrial accident victim exhausts all paid leave, the County will continue to contribute, for the period of the approved leave of absence, the amount due toward an employee's medical, dental, life, supplemental life, and long-term disability insurance premiums the employee was receiving at the time of the industrial accident. Such contributions will be made for the period of time computed on the basis of one (1) month for each two (2) years of continuous service, not to exceed twelve (12) months.

4. 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.
5. Pursuant to Cal Reg §9781, the employee may request a one time change of physician with a notice provided to their assigned claims administrator.
6. Per LC 4600 (d)(a), if an employee has notified his or her employer in writing prior to the date of injury that he or she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury.

7. A pre-designation form is available on the MINE. Employees may also request this form from the Human Resources Department.

F. Physical Examination

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

G. Occupational Health

County and Union agree that the maintenance of employee's physical health is a basic component of satisfactory work performance, that an ongoing program of medical examination and review of medical conditions as it relates to performance of assigned duties will be developed, and that the parties shall meet and confer on the development of this program and endeavor to reach agreement during the term of this Agreement. The County shall comply with all applicable federal, state and County safety regulations and shall furnish to employees, as needed, all safety equipment therein required.

H. Non-Stated Benefits

The County and the Union agree that the benefits specifically stated in the basic Agreement or applicable Agreement addenda 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.

I. Leaves of Absence

1. All leaves of absence without pay, except maternity leave, in excess of thirty (30) calendar days, shall be subject to the approval of the department head. Such approval of the department head shall be based on the merits of the request and the needs of the County. In no case shall such leaves of absence without pay be approved in excess of ninety (90) calendar days.

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

In the case of maternity leave, the department head, at his/her discretion, may extend the leave up to an additional sixty (60) calendar days beyond the four (4) months mandated by the state. Such request shall not be denied unreasonably.

2. 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.
3. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued vacation and approved personal leave. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation and approved personal leave, except that the employee may retain up to ten (10) days/eighty (80) hours accrued vacation time.

4. 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.

5. Parental Education Leave

Regular hire employees may take up to eight (8) hours per month (40 hours per school year) to participate in their school-age children's activities in accordance with PMR 44.8. Part-time employees may use the leave on a pro rata basis.

J. Jury Duty

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

K. 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 mileage for employees who use their own automobiles for County business.

L. Other Benefits

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

Section X. Part-Time Employees

A. All regular employees working less than forty (40) hours per pay period will have the option of continuing or discontinuing benefit coverage in the medical, dental and life insurance programs.

Any employees electing to continue said coverage shall be entitled to all benefits provided in this Agreement on a reduced time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation.

No monies will be provided by the County if the employee elects to discontinue his/her medical, dental and life insurance coverage.

B. All newly appointed regular-hire employees working less than forty (40) hours per pay period will be ineligible for County medical, dental and life insurance coverage and/or any other benefit option except as provided by law.

Section XI. Extra-Hire Employees

A. Extra-Hire Step Increases

Extra-hire hours for the purposes of computation for the step increases will be credited as follows:

1. Conversion

An extra-hire employee who continuously occupies a position with a five- (5) step salary range for twelve (12) months (2,080 hours) shall, if thereafter appointed on a regular-hire basis, be compensated at the second (2nd) step of the salary range.

An extra-hire employee who continuously occupies a position with a three- (3) step salary range for twelve (12) months (2,080 hours) shall if thereafter appointed on a regular-hire basis, be compensated at the fourth (4th) step (middle step) of the salary range.

2. Step Increases

Extra-hire employees may be advanced one (1) step in a five- (5) step salary range the first (1st) day of the pay period following completion of two thousand eighty (2,080), four thousand one hundred sixty (4,160), six thousand two hundred forty (6,240) and eight thousand three hundred twenty (8,320) hours of total paid service, provided that the recommendations for increases are made in conformance with the provisions in Section VII(A) through Section VII(C) on step increases.

The periodic increase date for an employee who has a change in status from extra hire to regular hire or regular hire to extra hire shall be based on the total paid service. The periodic increase date will be the first (1st) day of the pay period following twelve (12) full months (2,080 hours) of paid service and the first (1st) day of the pay period following each year (2,080 hours) of paid service thereafter, provided that the recommendations for increases are made in conformance with the provisions in Section VII(A) through Section VII (C) on step increases.

B. Extra-Hire Employee Benefits

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 and sick leave accruals for extra hire on the basis of actual hours worked up to a maximum of eight (80) hours of sick leave and eight (80) hours of vacation leave. Extra-hire employees will be notified of this at time of hire.

1. Sick Leave and Vacation

Extra-hire employees on the payroll as of October 1, 1986 are grandfathered in with accumulated vacation and sick leave benefits computed on the basis of actual hours worked. Sick leave for extra-hire employees maybe taken only in connection with scheduled shifts.

2. Overtime

Extra-hire employees in classifications designated by an asterisk (*) in Section I(A) shall be paid for overtime worked not later than the second (2nd) paycheck following performance of work at one and one-half (1-½) times the hourly rate of pay, subject to the following conditions and authorizations:

- a. Overtime is time worked beyond eight (8) hours per day, or forty (40) hours per week or the employee's standard workday or week, whichever is longer, or on holidays other than Saturday or Sunday.
- b. Overtime shall be compensated to the nearest quarter hour.
- c. Prior authorization must be secured by the department head and communicated by the department head to the employee.

C. Use of Volunteers

Parties agree that volunteers provide a valuable resource to the County. Use of volunteers is to supplement and assist paid staff, not to replace, supervise or manage them.

D. Use of Extra Hire

County agrees that the utilization of extra-hire employees should be in situations where 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 and applicable Administrative Regulations. 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.

Section XII. Grievance Procedure

A. Grievance Defined

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

1. Collective bargaining agreement
2. County Ordinances
3. Resolutions
4. Rules
5. Policies

6. Regulations
7. Existing practices affecting the status or working conditions of County employees

B. Exclusions

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

C. 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.

D. Informal Grievance

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

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

E. 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, regulations, or contract 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.

F. 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.

G. 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 fourteen (14) calendar days after such notification, the County Administrator shall investigate the grievance and confer with persons affected and their representatives to the extent he/she deems necessary. A written decision shall be rendered within twenty-one (21) calendar days thereafter. 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.

H. Step 3

A final appeal to step 3 may be filed in writing with the Human Resources Department no more than fourteen (14) 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 ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

2. Alternative B

This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. Provided that the County Administrator and the Union 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 from a list(s) provided by State Mediation and Conciliation Services (SMCS) by mutual agreement between the County and the Union. The decision of the arbitrator shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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 the appeal to step 3.

I. General Conditions

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 the aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

Each party shall bear its own expenses for arbitration, provided that all expenses for the services of the arbitrator, including obtaining a list(s) from SMCS, shall be shared equally by the County and the Union.

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

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

Amendments of 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 and shall stay the timelines for processing the grievance until such mediation is concluded.

Section XIII. Reduction in Force

Whereas, Personnel Management Regulation 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management.

Now, therefore, the County and Union agree to hereby adopt the following procedures to effect a layoff, reduction in force or reappointment.

A. Classes Outside of Bargaining Unit

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

B. Order of Layoff

1. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra-hire employees shall be laid off before probationary employees, and probationary employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time, permanent employee with more seniority can displace a full-time, permanent employee.
2. If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:
 - a. Seniority 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. Employees in lower-level classes underfilling the affected classification will be laid off first.
 - b. If the seniority of two (2) or more employees in the affected classification or higher classifications(s) is equal, departmental seniority shall be determinative.
 - c. If all the above factors are equal, the date permanent status in County service is achieved shall be determinative.
 - d. If all the above factors are equal, date of certification of appointment shall be determinative.
3. The break in service of an employee who is reinstated pursuant to Section VI shall not be counted as County service.

C. Exceptions

Notwithstanding the foregoing, if the public interest will not be served by application of the above criteria, the appointing authority may depart there from on the basis of clearly demonstrable special skill(s) which are essential for the job. If more than one employee possesses such special skill(s), seniority, as defined in Section B, shall be the determining factor within that group of employees. 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 shall thereafter made a decision within five (5) days, and that decision shall be final.

D. Bumping

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

An employee may refuse an offer of transfer or bumping for reasons of hardship, without affecting rights, within five (5) days of notification.

E. Transfer

All efforts will be made by the County Department of Human Resources 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 XV(G) but no longer than the effective date of such layoff or reduction.

F. Reemployment Following Reduction in Force

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in the classifications. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the reappointment of individuals who have been laid off.
2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.
3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to reemployment and be removed from the reemployment list.

4. Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as in Section XIV(F)1.
5. Should there be no person on the department reemployment list eligible and available for reemployment, the position shall be filled by the countywide reemployment list for the same classification. The Department of Human Resources shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide reemployment list for selection by the appointing authority. The countywide reemployment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.
6. Persons selected from the County reemployment list shall have their names removed from the department reemployment list for the classification in which they were reemployed. Should there be no person on the countywide reemployment list eligible and available for reemployment, vacancies shall be filled from an appropriate eligible list.
7. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by Personnel Management Regulation 41.9.
8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all right and benefits legally permissible.

G. Right to re-employment to Extra Hire Position After Reduction in Force

If an extra hire position is opened in the same department and classification in which a regular hire employee who held status has been laid off or demoted in lieu of layoff, in order of seniority in the classification, the regular hire employee who held status shall be offered the extra-hire positions, based upon the existing reemployment list.

Within one (1) year after the layoff or demotion, this regular hire employee shall be offered this extra hire position in writing should an extra-hire vacancy occur in the same classification and department in which the employee held status.

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall not forfeit the right to reemployment under paragraph A above but shall forfeit the right to further reemployment under 5.3.2 B.

H. Notice to Employees and Recognized Employee Organizations

Regular employees designated for layoff or demotion, and the Union, shall be notified in writing at least four (4) calendar weeks prior to the anticipated date of termination or demotion. Upon request by the Union, the County shall meet to explore alternatives to layoff prior to the layoff. This process, however, shall not alter the proposed date of layoffs.

Also, upon request by the Union the County shall meet and confer regarding the impact of any layoff on affected employees.

Section XIV. Strikes and Lockouts

- A. During the term of this Agreements, County agrees that it will not lockout employees, and the Union, despite any sanctions or instructions by their international union or central labor council, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with County that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.
- B. Each party consents to and waives any defenses against an injunctive action by the other party to restrain any violation of this section.

Section XV. Service Improvements

Union shall have the right, and is encouraged to utilize the right, of formulating and presenting proposals for improved work methods and changes in standards of public service. Such recommended change shall first be discussed with the department head and County Administrator but may be presented to the Board of Supervisors subsequent to such discussion without the endorsement of the department head or the County Administrator.

Section XVI. Rights of Employees

No employee of the unit, after completion of probationary status, shall be discharged of incompetence or inefficiency unless said employee has, at least forty-five (45) days prior to termination been notified in writing of the deficiencies in the employee's performance and been provided a reasonable opportunity to correct them within said forty-five- (45) day period. An employee is entitled to only one (1) forty-five- (45) day notice during any consecutive twelve- (12) month period for said deficiencies. An employee who has received such a forty-five- (45) day notice and who has satisfactorily corrected said deficiencies before the expiration of said forty-five- (45) day period shall, during the twelve (12) months from the date of the initial forty-five- (45) day notice, be subject to discharge on ten (10) days' notice in the event of further similar deficiencies. If no similar deficiencies recur for twelve (12) months or more from the date of the initial forty-five- (45) day notice, then the forty-five- (45) day notice requirement shall be reinstated.

Section XVII. Retirement

Unless required to do so by law, County shall not revise any benefit provided by the retirement system to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this Agreement, provided, however, such benefit change may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.

Employee contributions to retirement will be paid from pretax dollars.

Employees contribute up to fifty percent (50%) of the retirement cost-of-living adjustment (COLA), not to exceed 1.58%.

Section XVIII. Saving Clause

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

Section XIX. Waiver Clause

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

Section XX. State Disability Insurance (SDI)

As agreed, the employee will pay the full premium cost for State Disability Insurance (SDI), and no County contribution will be made toward participation in the plan. The County and Union further agree that the following actions shall be taken for the coordination of benefits:

- The County sponsored long-term disability insurance plan shall be modified to provide coordination of benefits with SDI benefits.
- The County sick leave program shall be modified for coordination of benefits with SDI benefits.
- The County workers' compensation benefits shall be modified for coordination with SDI benefits.
- The Agreement sick leave borrowing provision allowing borrowing of up to five (5) workdays shall be limited to the first six (6) months of employment as new County employee.

Section XXI. Indemnification and Defense of County Employees

The County shall defend and indemnify an employee against any claim or action against the employee on account of any action or omission in the scope of the employee's employment with the County as an employee, in accordance with and subject to the provisions of California Government Code Sections 825, et seq. and 995, et seq. Nothing herein is intended to, nor shall be deemed to, supersede the County's herein referenced obligation as they may not be defined by statutory or case authority.

Section XXII. Reemployment

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

Seniority shall be restored for the purposes of merit-increase eligibility, vacation accruals and reduction in force.

Section XXIII. Job Sharing

Whenever possible, the County agrees to accommodate requests for job sharing of budgeted positions.

Section XXIV. Union Security

A. Modified Maintenance of Membership

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

B. Security Clause

An employee in any of the classes represented by the Union hired between August 1, 1979 and June 30, 1984 shall become a member in good standing in the Union except that said employee may, within the first thirty (30) days of employment apply in writing to the County, with a copy to the Union, for exemption, and such employee shall be so exempted.

C. Revocation

An employee who desires to revoke his/her authorization for Union membership shall notify the County Human Resources Department by mail of such revocation during a period not less than sixty (60) nor more than ninety (90) days prior to the expiration of this Agreement.

It is understood that if an employee does not revoke his/her authorization for Union membership during the period specified above, dues shall continue to be deducted from the employee's earnings for the remaining term of this Agreement without right to further revocation.

Section XXV. Personnel Files

The original or a copy of all material which reflects on an employee or an employee's performance which is to be placed in any employee personnel file shall be provided to said employee in advance of placement in the personnel file. 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.

Section XXVI. Policies and Procedures

The County agrees to meet and confer with the Union on the subject of career ladders.

A. Continuing Education

County will provide release time for training required for renewal of licenses where a professional license is a requirement of the job class.

B. 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 a designee. The purpose of the Committee is to discuss at the earliest possible time issues that arise during the term of the Agreement that contribute to or detract from positive, productive employee-employer relations involving employees in classifications in the bargaining unit.

Employee representatives will be permitted release time in accordance with Section III (A) of the collective bargaining agreement. The Committee will meet every other month except as mutually agreed upon.

Section XXVII. Committees

A. Safety Committee

The County will establish a joint labor/management safety committee consisting of members of the bargaining unit and management representatives.

B. Salary Survey Committee

When the salary survey committee meets, the parties agree that issues related to recruitment, retention, and compaction are within the scope of the Salary Survey Committee.

The parties shall endeavor to create a mutual understanding, agreement, and transparency regarding comparability of job classes used in salary surveys. In order to facilitate mutual understanding, the County and MAPE agree:

- To review the job-class family groupings of job classes in the bargaining units and their associated benchmarks, as mutually agreed to.
- To jointly agree on the comparable job classes to be used in salary surveys in advance of survey compilation.
- To keep joint minutes of all meetings.

Section XXVIII. Term

This Agreement shall be in effect from August 1, 2010 and through June 30, 2012. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice prior to June 30, 2012 to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement after June 30, 2012 may be voided by operation of Personnel Management Regulation 4.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this 11th day of January 2011.

MARIN ASSOCIATION OF PUBLIC
EMPLOYEES - HEALTH AND
HUMAN SERVICES WORKERS

Ceylan
Hanayd M. Fule
Miguel Daza
Catherine White
David Stubbart
Margaret J.

RATIFIED:

MARIN ASSOCIATION OF PUBLIC
EMPLOYEES - HEALTH AND
HUMAN SERVICES WORKERS

ATTEST

Margaret J.

COUNTY OF MARIN NEGOTIATION
COMMITTEE

David
Estela Colon
Colleen Beck
Chris

APPROVED:

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

Susan L. Adams
Susan L. Adams
President, Board of Supervisors

SIDE LETTER AGREEMENT

Retirement Health Benefit Plan #4

A. Eligibility

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

B. 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.

SIDE LETTER AGREEMENT

Clarification Regarding Sections IX(A) and IX(B) of the Agreement

The parties agree to clarify issues related to professional hours as specified within Section IX(A) and Section IX(B) by the joint memo. In implementing this clarification it is the intent of the parties to endeavor to work together to have professional hours work well for both employees and the County. This joint memo is intended to clarify issues related to adequate coverage and accountability and to minimize unfair or arbitrary application of this language.

1. The parties agree that the needs of the public and the ability to provide adequate services are essential. To that end, units and programs have established and will continue to establish systems of employee backup.
2. For positions subject to professional hours, departmental new employee orientations shall include a discussion of professional hours and the rights, expectations, and obligations associated with such schedules
3. Notwithstanding professional hours, the County has the right to be completely informed of the work schedules of employees and to have the ability to effectively communicate with employees throughout the workday. Therefore, employees shall provide requested information regarding work schedules to their supervisors in accordance with item 4 below. Supervisors and employees shall work together to establish systems of communication throughout the workday.
4. Employees shall provide weekly schedules in accordance with these guidelines and established departmental procedures. Such schedules shall be detailed enough to allow the supervisor to evaluate County responsiveness, effectiveness and potential County liability issues. In the event that a submitted schedule does not adequately meet the aforementioned needs, the County may require the employee to be present for given times in given location for the convenience of the public, for training, or for other departmental purposes related to public service. Where the County requires such a schedule modification, that modification and the reasons will be provided to the employee. Where possible, the supervisor will provide advance notice regarding scheduling modifications. The parties recognize that deviation from established schedules may be necessary to effectively respond to the needs of the public, and the concept of professional hours presumes that such discretion is appropriate.
5. The parties recognize the flexibility to work at home can be mutually beneficial to both the County and County employees. However, County needs to take priority during the workday, and professional house do not mean a regular schedule of working at home. The parties agree that the County has the right to request that an employee not work at home where specific County needs would be better served by the employee's presence in the workplace or at some other appropriate location. The supervisor will provide the specific needs to the employee where requested by the employee.

SIDE LETTER AGREEMENT
(GBU & HHS)
GENERAL SALARY INCREASE

This Side Letter shall expire with the current Collective Bargaining Agreement, June 30, 2012

If any represented or unrepresented bargaining unit employee receives a general salary increase adjustment after the second full pay period in July, 2011, during the term of this agreement, the Union will have the right to either accept the raise and any equivalent concessions which are part of that raise package or exercise the right to re-open this Agreement on the issue of salary.

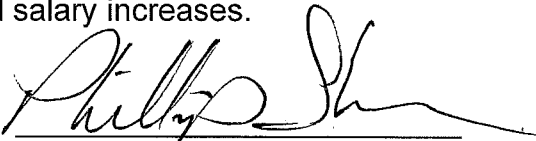
This right to a raise or to re-open shall not apply to equity adjustments, internal alignment adjustments, individual salary increases such as merit step increases, temporary promotions, reclassifications, adjustments provided under existing ordinances or COLA increases that occur as a result of pre-negotiated July 2011 general salary increases.



For the County

1-7-11

Date



For MAPE

7 JAN 2011

Date

**Side Letter Agreement
Retirement Tier IV**

The language below is for informational purposes only. It is not intended as contract language.

Tier 4 Retirement

Retirement tier IV shall be implemented as soon as feasible after adoption of the new Agreement. Any eligible employee hired after the implementation of Tier IV shall be placed in Retirement Tier 4. The Retirement Tier 4 formula shall be 2% at 61 ¼ as stated in Cal Gov Code 31676.1.

For County
E. Kodan
12-12-10

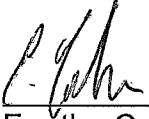
AKW
12/17/10

SIDE LETTER AGREEMENT

(GBU & HHS)

TIER IV RETIREMENT

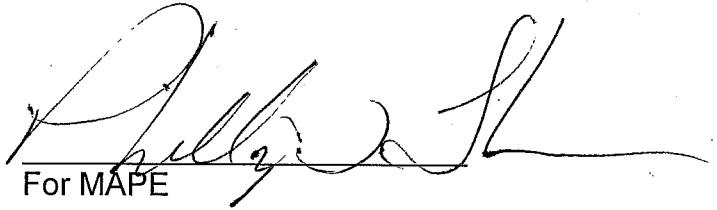
In the event that an actuarial report is received during the term of this Agreement which indicates a potential savings for current employees to move to Tier IV, the County agrees to meet with the Union to discuss whether current employees should be permitted to transfer into Tier IV.



For the County

1-7-11

Date



For MAPE

7 JAN 2011

Date

SIDE LETTER AGREEMENT

(GBU & HHS)

GBU Article 3.1.17 & HHS Section X:C (10) MRA & Lump Sum Distribution

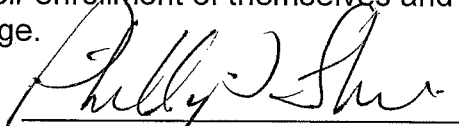
For the purpose of allocating funds under Article 3.1.17 of the General Bargaining Unit Memorandum of Understanding or Section X:C (10) of the Health & Human Services Memorandum of Understanding, the status as Employee Only, Employee + 1, or Employee + Family of employees who have waived participation in Health Insurance pursuant to this Agreement shall be determined by utilizing their enrollment of themselves and dependents, if any, in the County's Dental Insurance coverage.



For the County

1-7-11

Date



For MAPE

7 JAN 2011

Date

Side Letter - PMR revisions

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

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. Discussions / negotiations may be conducted jointly with other employee organizations provided there is agreement by the County and the individual employee organizations. This process shall begin prior to the end of 2010. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

TA
for the County
9/14/10
Dec
C. [Signature]

TA
P [Signature]
9/14/10

County Proposal
6/12/06

MARIN COUNTY
JUN 12 2006

Side Letter Agreement
Between Service Employees International Union, Local 535 (SEIU 535) and the County of Marin, Community Mental Health Services Division HUMAN RESOURCES

Re: Cell Phones for Field Based Case Managers

It is in the best interest of the management of Community Mental Health Services (CMHS), the employees represented by SEIU 535 and the clients of CMHS to have the benefit of efficient communication in order to enable effective provision of field-based services.

In order to assist efficient communication, cell phones will be part of the standard equipment for field-based case managers. Cell phones will enable field-based case managers to be available by telephone to their supervisors or other team members during business hours, and to pick up messages from County voicemail while working in the field. Team supervisors will maintain a roster of team members' cell phone numbers. Management will not give out employees cell phone numbers to other providers or clients.

In order to provide cell phones to field-based case managers while limiting extra administrative time required to maintain and monitor usage of County-owned cell phones, CMHS will reimburse staff for work-related use of their personal cell phones in the amount of \$25 per month. Claims for the monthly reimbursement can be made on the form for Payment of Mileage and Other Expenses and turned in monthly or quarterly. Payment will be made by check with other travel expenses.

Employees will be responsible for any and all costs for securing their phones, and for all additional costs of phone usage beyond the \$25 monthly stipend. Employees are responsible for maintaining cell phone service that is operational in Marin County. Employees will be wholly and individually responsible for personal use of the employee-owned cell phone.

Staff members who do not wish to obtain a cell phone or to use their personal phone for work-related business under the arrangement detailed above will have the option of using a County phone. These phones will be checked out from team supervisors. The number of monthly minutes will be limited and employees will use these phones for CMHS business only.

Employees are not expected to give their private cell phone numbers to clients or other service providers.

A trial period of 90 days will commence on the last date of signature below.

For the Union:

Pats Campbell, President

Date: 6/6/06

Edward P. Kroeger, LCSW

Date: 6/7/06

For the County:

Bruce Meyer

Date: 6/07/06

Katice Jan

Date: 6/14/06

For County
P. Cochran
12-17-10
12/17/06

December 16, 2010

MAPE (H & HS Workers Unit) Bargaining Team

RE: Health Plans

Effective January 1, 2012, the health benefit plans offered to employees will be modified. It is our hope that these changes will support the long-term sustainability of the health benefit plans offered by the County. Currently the County offers 4 Kaiser plans, namely, High, Low, Limited and Silver, and 2 Blue Cross Plans, namely Blue Cross Prudent Buyer Plus and Blue Cross Prudent Buyer Classic. The County intends to change and limit these plans, offering 2 Kaiser plans and 1 modified Blue Cross plan. The changes in the Kaiser plan offerings will result in only the Kaiser Low and Kaiser Silver plans being offered to current employees. The changes in the Blue Cross plan offerings will result in a new Blue Cross PPO plan being offered that is similar in benefit to the PPO health plan being offered by CalPERS. All employees will be provided the opportunity to make their new plan selections during a period of Open Enrollment.

The parties met and conferred over these changes to the County Health Benefit plan, as required by applicable law.

Sincerely,

Donna Williamson
Chief Negotiator for County

Donna Williamson
MAPE
12/17/10

For County
E. Cook
12-17-10

To: Paul Worthman, Consultant to MAPE.
From: Esteban Codas, Senior Personnel Analyst
Subject: Retiree Medical Benefits

This letter confirms understandings reached at the conclusion of negotiations between the County and MAPE on December 16, 2010, regarding retiree medical.

1. Open Enrollment for Calendar Year 2012 Medical coverage will be offered to all retirees during the regular Open Enrollment period in 2011 prior to the County's proposed new medical plan options going into effect in 2012.
2. Retirees enrolled in a Kaiser plan who move out of a Kaiser eligible area and who remain benefits eligible will have the option of switching back to Kaiser if they return to a Kaiser eligible area.
3. Employees taking VSIP during 2011 who are eligible for, and who take retirement benefits, will have the option of changing to a lower level of health benefits than currently enrolled prior to the time of separation.
4. The County agrees to explore the option of expanding the circumstances under which employees who are eligible for and who take retiree medical benefits could make a change to a lower level of benefits prior to separation of employment. In particular, this exploration will focus on situations where employees face a hardship, such as but not limited to, an unexpected layoff, disability or other similar unanticipated event.



For the County

1-4-11

Date

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