COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY SHERIFF'S STAFF OFFICERS' ASSOCIATION

AND

THE COUNTY OF MARIN

January 25, 2011 – June 30, 2014

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COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY SHERIFF'S STAFF OFFICERS' ASSOCIATION

COUNTY OF MARIN

January 25, 2011-June 30, 2014

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 County Sheriff's Staff Officers' Association (hereinafter called "ASSOCIATION"), and shall apply to all employees of the County working in classifications set forth hereunder. Benefits shall apply to regular County employees only unless language specifically mentions extra hire employees.

Section I: Recognition

A. County hereby recognizes Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees in the bargaining unit certified by the Personnel Commission on March 30, 1973 and subsequently, consisting of the following job classifications:

Sheriff's Lieutenant (0703)
Chief District Attorney Inspector (0517)

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

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

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

Section II: Existing Laws, Regulations, and Policies

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

Section III: Discrimination

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

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

Section IV: Bargaining

In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed three (3) persons. Employee members of Association's bargaining committee will be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of contract compliance questions.

Section V: Notification

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

Section VI: Hours of Work

A. Professional Status.

All employees in the unit have professional status. Overtime and compensatory time off shall not be paid, granted, accrued, or credited. All positions shall be classified as exempt from earning overtime and compensatory time except as provided for in Personnel Management Regulation (PMR) 41.17 and any modifications thereto.

B. Meals.

If a regular employee is required to work four (4) consecutive hours beyond regularly-scheduled work time and is unable to partake of a meal in the employee's customary fashion, County shall provide a reasonable meal, or in lieu thereof, the cost of the meal not in excess of the normal costs specified in Administrative Regulation No. 1 for each four-hour period worked outside the employee's regular working hours. The time necessary to consume such a meal shall be deemed time worked.

C. Shift Differential.

Sheriff Department employees assigned to work any shift that begins after 6:00 p.m. shall be entitled to a 4% shift differential for any hours worked between 6:00 p.m. and 6:00 a.m. provided the employee works a minimum of four (4) hours during that listed time frame.

Scheduling of alternate shifts that fall between 6:00 p.m. and 6:00 a.m. shall be at the sole discretion of the Sheriff.

Section VII: Administration

A. Association may, by written notice to the Human Resources Director,, designate one of its members within the representation unit as shop steward. The shop steward shall be allowed four (4) hours per month to conduct Association activities. In all cases, the steward shall secure permission from the supervisors before leaving a work assignment. Such permission shall not be unreasonably withheld.

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

C. The steward may discuss with an employee their grievance or complaint; make inquiries in order to obtain relevant information related to grievances; assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration, attend meetings with supervisors or other management officials with respect to grievance adjustments; consultation or general discussion directly related to wages, hours, or working conditions, and matters mutually agreed upon; prepare for meetings mutually agreed to by the County and the Association to be scheduled for conferral or other purposes; and any other matters reasonably related to union business, by mutual agreement between the parties. When an employee representative is conducting business as defined above, the representative will request permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the employee representative will notify his/her supervisor. Upon arriving at the work place of an employee to be represented, the employee representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the employee representative is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor or designee, upon request, will advise the employee representative the reason why he/she cannot do so and the time the employee will be available. All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

Section VIII: Health and Safety

County shall comply with all applicable State and County safety regulations and shall furnish to employees, as needed, all safety equipment required therein, including a helmet. When required, in the opinion of the department head, or required by law, the following equipment and riot clothing will be issued, without charge to Sheriff's Department employees:

One (1) face shield for the helmet.
One (1) jump suit with proper identification patches.
One (1) pair of riot gloves.
One (1) pair of riot boots.
One (1) turtle neck sweater.

Section IX: Equipment Provided

County shall provide all equipment it deems essential, or required by law, to complete assigned duties.

Section X: Leaves of Absence

A. Department Approval.

All leaves of absence without pay shall be subject to prior approval of the department head and in compliance with PMR 44 and any modifications thereto.

B. Rights Maintained.

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

C. Jury Duty.

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

D. Promotional Examinations.

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

E. Parental Leave.

Employees may use up to five days of vacation or sick leave when his/her child is born.

F. Management Leave

The County will credit each full-time employee who is exempt under the Fair Labor Standards Act (FLSA) and not eligible for time-and-a-half overtime under this Agreement with 5 days of management leave every July 1st, based on their assigned classification's scheduled hours.

Part- time employees in eligible job classes, and employees hired into eligible job classes after the effective date will be credited with a pro-rated amount of management leave. Employees newly appointed between July 1 and October 31 shall be credited with five (5) days of management leave for that fiscal year. Any such employee appointed between November 1 and February 28 shall be credited with two and a half (2-1/2) days of management leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with one (1) day of management leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no management leave for that fiscal year. This pro-ration shall

also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

Management leave is credited to eligible employees as acknowledgement of the extra hours that management employees are required to work from time to time. Management leave is not a vested right nor compensation for services rendered and as such is not subject to payout upon separation from employment. Unused management leave will carry over from fiscal year to fiscal year as long as the incumbent is a regular-hire employee of the County.

G. Personal Leave.

1. Five (5) workdays (40 hours) per year shall be deemed personal leave, which may be taken at any time during the year after accrual with the approval of the department head.

2. Each regular employee on the payroll as of July 1 shall be credited with five (5) personal leave days (40 hours) for that fiscal year.

3. Employees appointed prior to October 31 shall be credited with five (5) standard workdays (up to 40 hours) as personal leave days for that fiscal year. Employees appointed between November 1 and February 28 or February 29 shall be credited with 3.75 standard workdays (up to 30 hours) as personal leave days for that fiscal year. Employees appointed between March 1 and May 31 shall be credited with 2.5 standard workdays (up to 20 hours) as personal leave days for that fiscal year.

4. Personal leave days shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

5. Upon termination, any unused personal leave days shall not be paid to the employee.

Section XI: Reinstatement Following Reduction in Force

The reduction in force and reappointment procedures between the County of Marin and Association are agreed to and established as follows:

A. 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, part-time permanent employees with more seniority can displace a full-time permanent employee. Employees in lower-level classes under filling the affected classification will be laid off first.

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

a) Seniority 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 leave of absence without pay does not count toward seniority.

b) If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.

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

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

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

B. Exceptions.

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

C. 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 in such classification with the County. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

D. Transfer.

All efforts will be made by the County Department of Human Resources to transfer any employee who is to be affected by the 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 provided in Section F but no longer than the effective date of such layoff or reduction.

E. Re-employment Following Reduction in Force.

1. Individuals who have been laid off or demoted shall be offered reappointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest classes in which they held status and in which there is a vacancy prior to the appointment 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 re-employment, and be removed from the re-employment list.

4. Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in Section E, Subsection 1.

5. Should there be no person on the department re-employment list eligible and available for re-employment, the position shall be filled by the countywide re-employment list for the same classification. The 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 re-employment list for selection by the appointing authority. The Countywide re-employment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.

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

7. Employees re-appointed to the same department under the provision above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees re-appointed to a new department following a reduction in force shall be required to complete a new probationary period in the new department. Employees who have not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by PMR 48 and any modifications thereto.

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

F. Notice to Employees and Recognized Employee Organizations.

Regular employees designated for layoff or demotion shall be notified in writing at least four (4) calendar weeks prior to the anticipated date of termination or demotion. The Association shall also be so notified.

Section XII: Vacations

A. Accrual.

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

Vacation accrual rate shall be accordance with the following schedule.

1 year	=	15 days
10 years	=	20 days
20 years	=	25 days
30 years	=	30 days

B. Accumulation.

Effective July 7, 2002, accumulated unused vacation shall not exceed 360 hours (45 working days) per employee.

C. Vacation After Six Months.

If convenient, the department head shall authorize vacations up to the number of hours actually accrued after six (6) months (1,040 hours) of continuous employment.

D. Holiday and Sickness During Vacation.

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

E. Vacation Payment at Termination.

A person who resigns, retires, is laid off, or discharged, and who has earned vacation time to their credit, shall be paid for the vacation as of the effective date of the termination, except that no payment shall be made to any employee who has been employed less than six (6) consecutive months (1,040 regular hours).

Section XIII: Sick Leave

A. General.

1. Each regular, full-time employee's sick leave shall be accrued at the hourly rate of 0.462.

2. Unused sick leave shall be accumulated without limit.

3. Sick leave with pay up to the total number of working days accumulated shall be granted by the department head in case of bona fide illness or injury of the employee. The department head, whenever such is reasonable, may require a physician's certificate or other evidence in order for the employee to continue sick leave or as a requirement of returning to work.

B. Bereavement.

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

C. Exceptions.

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

D. Industrial Accidents.

In cases of work-related illness or injury, the employee shall receive full pay for a period not to exceed one (1) year (in accordance with Section 4850 Labor Code) without charge against sick leave provided the County determines that

1. The illness or injury is, in fact, work related.
2. Time off work is warranted and certified by a medical practitioner.
3. The duration of time off work is warranted and certified by a medical practitioner.

If the work related disability continues beyond the one-year period, accumulated sick leave shall be applied to time off work in a proportionate amount which, when added to workers compensation benefits, will provide total compensation equal to the employee's regular wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner. Compensation shall continue until the employee returns to work, all accruals are exhausted, or it is medically determined that there is a permanent disability that precludes return to regular duties, whichever comes first.

County and Association agree that the maintenance of the employee's physical health is a basic component of satisfactory work performance, that an ongoing program of medical examination and review of physical condition as it relates directly to performance of assigned duties will be developed, and that the parties shall meet and confer on the implementation of this program during the term of this agreement.

E. Family Care.

Leave with pay up to six (6) working days shall be granted by the department head for an employee who must care for a son, daughter, spouse, or registered domestic partner. Such leave shall be charged against accumulated sick leave.

F. Catastrophic Leave.

Regular employees, meeting all County requirements, shall be eligible for the County of Marin Catastrophic Leave Donation Plan in accordance with PMR 44 and any modifications thereto.

Section XIV: Holidays

A. List of Holidays.

Effective July 1, 2005, holidays will be paid at straight time. Regular employees shall be entitled to the following holidays with pay:

1. The first (1st) day of January.
2. The twelfth (12th) day of February.
3. The third (3rd) Monday of February.
4. The last Monday of May.
5. The fourth (4th) day of July.
6. The first (1st) Monday of September.
7. The ninth (9th) day of September.
8. Veterans' Day.
9. Thanksgiving Day.
10. The Friday immediately following Thanksgiving Day.
11. December 25.
12. Martin Luther King Day.
13. Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday approved by the Board of Supervisors.

B Holidays Falling on Saturday or Sunday.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or a Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday-through-Friday schedule, the day immediately following his/her two (2) days off shall be deemed to be a holiday in lieu of the day observed.

C. December 24 and 31

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

D. Equitable Treatment.

Regardless of days worked or days off, each employee is entitled to the same number of paid holidays during the year as would be earned by an employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sunday. This section is provided with the intent of assuring equitable treatment for all employees.

E. Floating Holidays.

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

2. Each regular employee on the payroll as of July 1 shall be credited with two (2) floating holidays (16 hours) for that fiscal year.

3. Employees appointed prior to October 31 shall be credited with two (2) standard workdays (up to 16 hours) as floating holidays for that fiscal year. Employees appointed between November 1 and February 28 (of February 29 in the case of a leap year) shall be credited with one and one half (1.5) standard workdays (up to 12 hours) as floating holidays for that fiscal year. Employees appointed between March 1 and May 31 shall be credited with 1 (one) standard workday (up to 8 hours) as a floating holiday for that fiscal year.

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

5. Upon termination, an unused floating holiday shall be paid at a straight-time base rate.

F. Personal Leave.

1. Five (5) workdays (40 hours) per year shall be deemed personal leave, which may be taken at any time during the year after accrual with the approval of the department head.

2. Each regular employee on the payroll as of July 1 shall be credited with five (5) personal leave days (40 hours) for that fiscal year.

3. Employees appointed prior to October 31 shall be credited with five (5) standard workdays (up to 40 hours) as personal leave days for that fiscal year. Employees appointed between November 1 and February 28 or February 29 shall be credited with 3.75 standard workdays (up to 30 hours) as personal leave days for that fiscal year. Employees appointed between March 1 and May 31 shall be credited with 2.5 standard workdays (up to 20 hours) as personal leave days for that fiscal year.

4. Personal leave days shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

5. Upon termination, any unused personal leave days shall not be paid to the employee.

Section XV: Uniforms

The County shall, at the end of each calendar quarter, pay $230.00 ($920.00 annually) as uniform allowance to each officer employed on the date of payment and who is required to maintain a uniform.

Section XVI: Mileage

An employee who is authorized by the department head to use a private automobile in the performance of the employee's duties shall be paid for the job-related mileage driven at the Internal Revenue Service reimbursement rate established annually.

Section XVII: Benefits

A. Benefit Package Paid by County

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

Effective the second pay period in December 2011, the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to the October 2010 to October 2011 SF-Oakland-San Jose-CPI-U.

Effective the second pay period in December 2012, the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to the October 2011 to October 2012 SF-Oakland-San Jose-CPI-U.

Effective the second pay period in December 2013, the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to the October 2012 to October 2013 SF-Oakland-San Jose-CPI-U.

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

In the spring of 2011, the parties shall re-open this article to discuss the County's 125 plan. It is not the County's intent to reduce the bi-weekly fringe contribution for employees participating in the County's medical plans.

Effective December 16, 2007, any employee whose fringe benefit package amount under the new formula is less than their prior fringe benefit package amount (base period to be determined) will have the prior fringe benefit package amount frozen and, if currently receiving cash back as of the effective date, will continue to receive cash back but in no

case will an employee receive an increase in the amount of cash back received as of December 16, 2007. New employees will not be eligible for cash back except as noted under waiver of participation.

B. Waiver of Participation

Any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe benefit package to pay up to 50% of the employee's cost of retirement plus the employee will receive an additional $100.00 per pay period as cash back.

C. Meet and Confer

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

D. Fair and Sound Distribution.

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

E. Ordinances, Resolutions, and County Code.

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

F. Good Faith.

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

G. Requirement to Meet and Confer.

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

H. Congressional Legislation.

It is agreed that should, during the term of this Agreement, Congress pass legislation that has an impact on health care benefits, the Association and the County shall meet and confer on the impact of said legislation on the benefits package.

I. Vision Service Plan.

All members of this unit are required to participate in the Vision Service Plan. Coverage for dependents is optional.

J. Supplemental Life Insurance.

All members of this unit are eligible for double supplemental life insurance.

K. Domestic Partners.

The County agrees to offer medical, dental, and vision insurance for registered domestic partners and the children of registered domestic partners.

L. Medical Reimbursement Account and Long-Term Care Insurance.

Members are eligible to participate in the Dependent Care Assistance Medical Reimbursement Account (MRA) and Long-Term Care Insurance programs.

M. Retirement Enhancements.

Effective July 7, 2002: 3% @ 55 retirement formula for current bargaining unit employees. The parties agree to utilize 7.28% as the present actuarial value of the increased cost for the 3% at 55 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.28% increase or 3.64%.

The parties are implementing this section in accordance with Section 31678.2 of the California Government Code. In accordance with this Section, members shall pay the 3.64% as part of the contribution by the employer that would have been required if Section 31664.2 (3% at 55 enabling legislation) had been in effect during the period of time for which this benefit is effective, i.e., going forward and backward.

This Agreement shall only be applicable to members who retire on or after the effective date of the resolution implementing this section of the Agreement, or July 7, 2002.

Effective July 3, 2005: 3% @ 50 retirement formula for current bargaining unit employees. The parties agree to utilize 5.2% as the actuarial value of the increased cost for the 3% at 50 retirement enhancement. The parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 5.2% increase or 2.6%. The parties are implementing this section in accordance with Section 31678.2 of the California Government Code. In accordance with this Section, members shall pay the 2.6% as part of the contribution by the employer that would have been required if Section 31664.1 (3% at 50 enabling legislation) had been in effect during the period of time for which this benefit is effective, i.e., going forward and backward.

This agreement shall only be applicable to members who retire on or after the effective date of the resolution implementing this section of the Agreement, or July 3, 2005.

Section XVIII: Peace Officer Standards and Training (P.O.S.T.) Certificate and Educational Incentive Programs

This section applies to employees in the following classifications:

Sheriff's Lieutenant
Chief District Attorney Inspector

A. Peace Officer Standards and Training (P.O.S.T.) Certificate Program

Association members who possess an intermediate certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of $225 per month, payable in biweekly payments of $103.85 per pay period.

Association members who possess an advanced certificate awarded them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of $420 per month, payable in biweekly payments..

Association members are eligible to receive incentive payments as described above for possessing either the intermediate or advanced P.O.S.T. certificate but not for both.

Association members receiving compensation under the P.O.S.T. Certificate Incentive Program remain eligible to participate in the Educational Incentive Program as described in Subsection B below and in PMR 42.6 and any modifications thereto.

B. Educational Incentive Program.

In order to assure that high-quality law enforcement services are provided to the residents of Marin County, to encourage Association members to continue to broaden their educational background, and to provide recognition for those Association members who demonstrate interest in continuing their education and broadening their professional experience, Association members may participate in the County of Marin's Tuition Reimbursement Program as described in PMR 42.6 and any modifications thereto.

Section XIX: Retirement

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

B. The County agrees to pay up to one-half of the employee's normal retirement contribution per full-time employee pursuant to Section 31639.85 of the California Government Code. The difference between the County's contribution to the employee's normal retirement contribution and the actual amount paid by County toward the employee's total benefit

package shall be applied toward the health, dental, basic life, and supplemental life insurance programs in which the employee is enrolled.

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

D. Effective August 10, 1997, employees will be responsible for payment of 50% of the cost of the cost of living adjustment (COLA) not to exceed 3.1%.

E. Effective July 9, 2007, County agrees to allow 75% unused sick leave for retirement service credit upon retirement.

Section XX: Re-Employment

A regular employee who has passed his/her probationary period and terminates County service under positive circumstances shall be eligible for re-employment without loss of certain benefits if re-employed 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 XXI: Promotion

When an employee receives a promotion or a step increase, the salary increase shall be 5%, but in no event shall an employee receive more than the top step of the appropriate range. Otherwise PMR 41 shall govern salary on promotion.

Section XXII: Wages and Salaries

A. Intentions.

It is the intent of the parties to this agreement that

1. Salaries will be adjusted to insure that County remains competitive in the labor market for each series of classes, as measured by benchmark or non-supervisory, journey-level positions in relation to counterparts in other competitive employment. The parties acknowledge that the active market may be within Marin County, may extend Statewide, may fall between, and may consist of both private and public employment, recognizing the primacy of private section comparisons to the greatest feasible extent.

2. Reasonable incentive differentials shall be maintained between each class in a series and reasonable relationships among related classes in different series.

3. Study of classification and interrelated problems is recognized as a continuous process in which Association will be consulted regularly. Changes will be effective July 1 of each year or earlier in the event of an emergency finding under PMR 40 and any modifications thereto.

4. Proper compensation, in accordance with these standards of existing County forces, takes precedence over expansion of the work force. The above standards will not be abrogated solely to achieve budget cuts.

5. Survey Committee

   The parties shall continue a labor management salary survey committee throughout the term of this agreement. The purpose of the committee will be to identify appropriate survey jurisdictions, to conduct a survey of comparable jurisdictions, and review internal compaction,

B. Salary Differentials.

County salary differentials between the ranks of Sergeant and Lieutenant shall be maintained at no less than 12.5% differential.

C. Salary Increases.

Notwithstanding Section XXII (B) above, during the term of this agreement, the following increases shall apply for all classes in the unit.

Effective the first pay period of July 2013 the rate of pay for all classes and employees shall be increased by two percent (2%) to four percent (4%) based on the April 2012 to April 2013 SF-Oakland-San Jose CPI-U.

If any represented or unrepresented bargaining unit receives a cost of living adjustment prior to June 30, 2013, the Association will have the right to re-open this contract to discuss equivalent cost of living adjustments.

This re-opener shall not apply to equity adjustments, increases authorized by ordinance, or individual salary increases such as merit step increases, temporary promotions, or reclassifications.

D. Step Increases.

1. Employees shall be eligible to receive a step increase within their salary range, effective the first day of the pay period following completion of the specified time intervals if said step increase is supported by a satisfactory performance evaluation.

2. Upon promotion, regular hire employees shall be eligible for movement from Step 1 to Step 2 of their respective pay ranges the first day of the pay period following after twelve months (2,080 regular hours full time) of satisfactory performance, as documented by a written performance evaluation showing satisfactory or better performance and the completion of twelve (12) months (2,080 regular hours full time) of service in the class. Eligibility for subsequent merit pay increase shall occur after completion of twelve (12) months (2,080 regular hours full time) of regular service in the class.

E. Productivity Bonus

The Sheriff will have the ability, with the approval of the County Administrator, to provide for a productivity bonus for outstanding job performance.

Section XXIII: Grievance Procedure

Grievances will be handled in accordance with PMR 24 and any modifications thereto. In addition, 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.

Section XXIV: Survivor Assistance

The county will assist the surviving spouse or other beneficiary in filing for life insurance benefits for those eligible employees who die in the line of duty.

Section XXV: Discrimination Complaint Procedure

The County and Association agree that complaints of discrimination shall be handled in accordance with PMR 21 and any modification thereto.

Section XXVI: Disputes

All disputes arising under this agreement shall be resolved in accordance with the Marin County grievance procedure which is incorporated here by reference. The grievance procedure shall not be materially changed during the term of this agreement without the concurrence of Association.

Section XXVII: Strikes and Lockouts

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

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

Section XXVIII: Waiver Clause

The parties acknowledge that for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of law to the contrary. Nothing in this section shall restrict the County's right to make changes to the County Personnel Management Regulations (PMRs) in accordance with any applicable requirement of the law.

MARIN COUNTY
SEP 14 2011
HUMAN RESOURCES

Section XXIX: Severability

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

Section XXX: Term

This agreement shall be in effect from January 25, 2011 through June 30, 2014. It shall continue in effect thereafter from year to year unless either party gives 120 days notice prior to June 30, 2014, or any yearly anniversary date thereafter to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2014 may be voided by operation of PMR 4.

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within agreement on this _____ day of _____, 20011.

MARIN COUNTY SHERIFF'SSTAFF OFFICERS' ASSOCIATION

COUNTY OF MARIN NEGOTIATION COMMITTEE

RATIFIED:

MARIN COUNTY SHERIFF'S STAFF OFFICERS' ASSOCIATION

ATTEST:

APPROVED:

BOARD OF SUPERVISORS OF THE COUNTY OF MARIN

Susan L. Adams
President, Board of Supervisors

Attachment A

Side Letter of Agreement

PMR Revisions

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

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. This process shall begin in the spring of 2011. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

Attachment B

Side Letter of Agreement

Retirement

The County of Marin may seek to re-open discussions with the Association regarding the appropriate retirement tier for new employees once during the term of this agreement.

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