

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 1, 2005 – JUNE 30, 2007**

**COUNTY OF MARIN  
AND  
SEIU LOCAL 949**

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**CHAPTER 1  
GENERAL PROVISIONS**

**ARTICLE 1.1 INTRODUCTION**

**1.1.1. Scope of Agreement**

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Service Employees International Union (SEIU) Local 949 (hereinafter called "UNION") and shall apply to all employees of the County working in the classifications and bargaining units set forth herein.

**1.1.2. Term**

This agreement shall be in effect from July 1, 2005 through June 30, 2007. It shall continue in effect thereafter from year to year unless either party gives 120 days' notice prior to June 30, 2007, or any yearly anniversary date thereafter, to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2007 may be voided by any operation of Personnel Management Regulation (PMR) 4.

**Article 1.2 Recognition**

**1.2.1. Bargaining Units**

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

**Unit 01** - General Clerical and Related Clerical Technicians Unit

**Unit 02** - Trades, Vocational, Custodial Unit

**Unit 03** - Public Services and Related Unit

**Unit 04** - Technical Services, Regulatory, and Related Unit

**Unit 16** - Public Defender Attorneys

**1.2.2. Mutual Obligation**

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

**1.2.3. Notice to Employees**

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

**1.2.4. Available Copies**

Both County and Union agree to keep duplicate originals of this agreement on file in a readily accessible location, available for inspection by any County employee, or member of the public, upon request.



## **ARTICLE 1.3 CONCERTED ACTIVITIES**

### **1.3.1. Strikes and Lockouts**

During the term of this agreement, County agrees that it will not lock out employees, and, the Union, despite any sanctions or instructions by their international 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.

### **1.3.2. Injunctive Consent**

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

## **ARTICLE 1.4 DISCRIMINATION**

### **1.4.1. In General**

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, religious creed, color, age, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identity or gender. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment policies (Personnel Management Regulation 21).

### **1.4.2. Union Discrimination**

No member, official, or representative of the Union shall, in any way, suffer any type of discrimination or retaliation in connection with continued employment, promotion, or otherwise by virtue of membership in or representation by the Union or in the exercise of the rights established in this agreement.

## **ARTICLE 1.5 EXISTING POLICIES, SEVERABILITY AND WAIVERS**

### **1.5.1. Existing Laws, Regulations and Policies**

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

### **1.5.2. Severability**

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

### **1.5.3. Waiver Clause**

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

## **ARTICLE 1.6 DEFINED STANDARD WORK DAY, WORK WEEK AND OTHER TIME INTERVALS**

### **1.6.1. Application**

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

### **1.6.2. Standard Work Day, Work Week, Biweekly Period, Six Month and Annual Period**

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

## **ARTICLE 1.7 PRO RATA RULES**

### **1.7.1. In General**

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

### **1.7.2. Pro Rata Rule**

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

## **CHAPTER 2 WAGES**

## **ARTICLE 2.1 SALARY INCREASES**

### **2.1.1 General Increases**

Effective the first pay period in July 2005, the rate of pay for all classes and employees shall be increased 2%.

Effective the first pay period in July 2006, the rate of pay for all classes and employees shall be increased by 2.5% - 3% based on the six annual SF-Oakland-San Jose CPI-U amounts corresponding to the months of April 2005, June 2005, August 2005, October 2005, December 2005, and February 2006.

### **2.1.2 Equity Adjustments**

In year two of the agreement, .5% of the annual salary of the bargaining unit will be allocated for equity adjustments. Equity adjustments are made according to the decisions of the Salary Survey Committee. See 4.5.1.

### **2.1.3. Deputy Public Defenders**

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

## **ARTICLE 2.2 STEP INCREASES**

### **2.2.1. Effective Date**

Employees shall be eligible to receive a step increase within their salary range effective the first day of the pay period following completion of the specified conditions set forth in this article.

### **2.2.2. Promotions and Salary Step Increase Percentages**

When an employee receives a promotion, the salary increase shall be no less than 5%. In no event shall an employee receive more than the top step of the appropriate pay range. An employee's anniversary date shall change upon promotion. A department may request an advance step appointment upon promotion, subject to approval by the County Administrator's office.

### **2.2.3. Eligibility**

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

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

### **2.2.4. Performance Evaluation Required**

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

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

**2.2.5. Extra Hire Conversion**

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

**2.2.6. Extra Hire Step Increases**

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

**ARTICLE 2.3 PROBATIONARY PERIODS**

**2.3.1. In General**

All probationary periods, as provided in Section 2.56.060 of the Merit System Ordinance, shall be one year (annual period) except for classifications within the Clerical unit. For Clerical unit employees, the probationary period shall be six months (FTE equivalent).

**2.3.2. Transfer**

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

**2.3.3. Performance Evaluation**

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

**ARTICLE 2.4 SPECIFIED WAGE ADJUSTMENTS**

**2.4.1. Temporary Promotions**

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

In such cases, the employee shall be paid an additional 5% of the employee's present salary, or the first step of the salary range fixed for the job for which the employee has received a temporary promotion, whichever is higher. In no event shall an employee receive more than the top step of the higher classification to which the employee is temporarily promoted. Otherwise, PMR 41.3 shall govern temporary promotions.

If an employee is regularly assigned by their supervisor to perform duties outside their regularly held job class and such an assignment occurs at a rate of frequency as to establish a set pattern of assigned activity, upon notice by the union the issue(s) will be adjudicated by the County Administrator.

### **2.4.2 Shift Differentials**

The County agrees to pay a 5% shift premium for swing shift work and a 10% shift premium for graveyard work based on the employee's assigned step of the salary range. Shift differentials shall not be included within the base rate of pay, but shall be added to the base rate of pay under the conditions specified in this section. Employees working between the hours of 3:00 p.m. and 8:00 a.m. for their own convenience are not eligible for a shift differential. Shift differentials will not be paid to employees while on vacation or other leave status. Shift differentials will only be paid under the following conditions:

1. Swing shift: for all hours worked between 3 p.m. and midnight when four or more hours of the regularly assigned shift fall between 3 p.m. and midnight;
2. Graveyard shift: for all hours worked between 10 p.m. and 8 a.m. when four or more hours of the regularly assigned shift fall between 10 p.m. and 8 a.m.

The parties agree that the above language will not be implemented until either:

- a. agreement has been reached on the impacts and effects of the implementation of the new language; or
- b. the parties agree to implement other language by mutual agreement.

Implementation details and impacts and effects bargaining will take place in the labor-management committee.

### **2.4.3. Hazardous Material Incident Response**

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

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

### **2.4.4. Bilingual Skills Pay**

When a department head, with the approval of the Human Resources Director, designates an assignment as requiring bilingual skills of at least 50 percent of the employee's work time (minimum 18.75 hours per week), any employee in such a designated assignment, who has first demonstrated proficiency in a language acceptable to the department and the Human Resources Director, shall be

eligible to receive a 2.5% salary differential based on their hourly pay rate for time spent using such skills. Upon the separation of the employee from said assignment requiring designated bilingual skills, this salary differential payment to the employee will be discontinued.

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

### **CHAPTER 3 FRINGE BENEFITS**

#### **ARTICLE 3.1 MEDICAL, DENTAL, LIFE AND RETIREMENT BENEFITS**

##### **3.1.1. Continuation**

The benefits in the past agreement terminating June 30, 2005 shall remain in effect.

##### **3.1.2. Fair Distribution**

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

##### **3.1.3. Non-Stated Benefits**

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

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

##### **3.1.4 County Contribution**

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

- Allowance for each employee will not exceed actual out-of-pocket up to cap set for each level.
- Payments will be made quarterly as a pay adjustment for current employees.
- Supplemental checks will be provided on a pro-rata basis for employees who have left County employment during the quarter.

- An employee will be considered to be in the group in which he/she started the quarter even if the employee moves to another level during the quarter.

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

1. For each full-time (1.0 FTE) regular hire employee whose annual salary is \$34,999 or less and has insurance coverage of employee plus one, an annual allowance of up to **\$1250** will be provided;
2. For each full-time (1.0 FTE) regular hire employee whose annual salary is \$34,999 or less and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2750** will be provided;
3. For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$35,000 and \$44,999 and has insurance coverage of employee plus one, an annual allowance of up to **\$1000** will be provided;
4. For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$35,000 and \$44,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2500** will be provided;
5. For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$45,000 and \$64,999 and has insurance coverage of employee plus one, an annual allowance of up to **\$500** will be provided;
6. For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$45,000 and \$64,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2000** will be provided;
7. For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$65,000 and \$84,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$1500** will be provided;
8. For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$85,000 and \$104,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$750** will be provided;
9. Part-time benefits eligible employees will be provided allowances as described above but on a pro-rata basis.

**Biweekly Fringe Benefits:** Effective December 18, 2005, the pay period in which there will be an increase in health insurance premiums, the County will **increase** the flat amount of the biweekly fringe benefit package as follows:

|  |                                   |
|--|-----------------------------------|
| Fringe Groups 01-01, 02-01, 03-01, 04-01 | \$12.75 (.17/hr) to \$241.50 + 3% |
| Fringe Groups 02-02, 03-04, 04-02        | \$12.80 (.16/hr) to \$241.60 + 3% |
| Fringe Group 03-02                       | \$13.44 (.12/hr) to \$243.04 + 3% |
| Fringe Group 03-03                       | \$12.52 (.17/hr) to \$242.14 + 3% |

**Deputy Public Defenders:** The above proposal does not apply to Deputy Public Defenders. The County proposes no change to the current contract language regarding fringe benefits for Deputy Public Defenders.

**Re-opener on fringe benefits:** The parties agree to re-open on fringe benefits no later than December 18, 2005 to implement the ERP system and County long-term goals on County fringe benefits, including the distribution of retirement and insurance. The negotiations will include a discussion of mutual goals for the use of the fringe benefit portion of employee compensation as it relates to providing assistance with the cost of health and welfare benefits.

### **3.1.5. Part Time Employees**

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

Part time regular hire employees, who are normally assigned to work less than a half of a pay period and who were hired prior to 10/1/86 and who elected to continue benefit coverage, shall also be entitled to all benefits provided in this Chapter on a pro rata basis.

### **3.1.6. Employees Excluded**

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

### **3.1.7. Vision Insurance**

The vision insurance benefit shall include coverage of progressive lenses.

### **3.1.8. Waiver of Participation**

Any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except Dental Insurance, Vision Insurance, and Basic Life Insurance, if said employee provides acceptable proof of equivalent coverage through other sources.

### **3.1.9. Physical Examination**

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

### **3.1.10 Domestic Partner Coverage**

A regular-hire, benefits eligible employee may enroll a registered domestic partner and/or the children of a registered domestic partner in the County's benefits plans, including medical, dental, vision, and dependent life insurance under the same conditions that apply to spouses and dependent children. The employee will be responsible for all taxes incurred.

### **3.1.11. Long Term Care Insurance**

The County will provide Long Term Care Insurance through PERS or a similar provider, provided the employee picks up the cost prior to the expiration of the contract.



**3.1.12. Dependent Care Assistance Program**

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

**3.1.13. IRS Section 125 Plan**

The County will amend the IRS Section 125 plan to allow employee-paid premiums to be paid with pre-tax dollars.

**3.1.14. Long Term Disability Insurance**

The County will add Long Term Disability Insurance to the Union-represented employees fringe benefits allocation.

**3.1.15. Single and Double Supplemental Life Insurance**

The County will provide Union-represented employees the opportunity to enroll in single or double supplemental life insurance.

**3.1.16. Open Enrollment**

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

**3.1.17. Medical Reimbursement Account (MRA)**

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

**ARTICLE 3.2 RETIREMENT**

**3.2.1. In General**

All employees who work 75% or more of full time and are less than 60 years old at the time of hire shall be members of the Marin County Retirement Plan governed by the "County Employees Retirement Law of 1937". Eligible employees hired prior to 7/1/80 were enrolled in Plan A (Tier I), unless they elected the conversion option to Plan B (Tier II). Eligible employees hired on or after 7/1/80 were enrolled in Plan B (Tier II). Eligible employees hired on or after 7/7/2002 shall be enrolled in Plan C (Tier III). (Note: Employees hired between 7/1/80 and 7/7/2002 were enrolled in Tier III, effective 7/7/2002, except for those employees who chose the option by irrevocable decision to remain in Tier II when Tier III was established.

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

Unless required to do so by law, County shall not revise any benefit provided by the Retirement System to employees or to any other 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 the Union on behalf of a bargaining unit.

**3.2.2. Tax Free Retirement Contribution**

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

### **3.2.3. Retiree Medical and Dental Benefits**

#### **Benefit Plan #1**

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

**Level of Benefit:** 100% payment of medical and dental premiums for retiree. Dependent coverage available - paid by retiree.

#### **Benefit Plan #2**

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

**Level of Benefit:** Association pays \$2,275 per year for medical and dental premiums and Medicare reimbursement. Any excess cost is paid by retiree. Dependent coverage available - paid by retiree.

#### **Benefit Plan #3**

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

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

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

### **3.2.4. Retirement Cost of Living Adjustment (COLA)**

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

### **3.2.5. Minimum Retirement Age**

Effective July 4, 2004, the minimum retirement age for employees in miscellaneous Tiers II and III will be adjusted from 55 to 50 with the appropriate requirements.

## **ARTICLE 3.3 SICK LEAVE**

### **3.3.1. Accrual.**

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

### **3.3.2. Accrual Coroner Investigator**

Coroner Investigators shall accrue sick leave at the hourly rate of .0495 with no maximum accrual.

### **3.3.3. Extra Hire Conversion**

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

### **3.3.4. Employee Sick Leave Usage**

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

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

### **3.3.5. Sick Leave Usage Coroner Investigator**

Sick leave with pay up to a total number of duty hours accumulated shall be granted by the department in case of bona fide illness or injury of employee. After three (3) consecutive duty days of illness, County may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to duty.

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

### **3.3.6. Family Sick Leave Usage**

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

### **3.3.7. Sick Leave Borrowing**

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

### **3.3.8. Catastrophic Leave Donation Plan**

Regular eligible employees who have exhausted sick leave may apply for leave donations according to the County's Catastrophic Leave Donation Plan.

### **3.3.9. Exceptions**

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

**3.3.10. Bereavement**

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

**3.3.11. Retirement Service Credit**

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

**ARTICLE 3.4 STATE DISABILITY INSURANCE**

**3.4.1. In General**

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employee. Employee must file claims with their department for State Disability Insurance and with Human Resources for Long Term Disability Insurance.

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

**3.4.2. Integration of Benefits**

SDI benefit as determined by the State will be applied first. Long Term Disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved personal leave will then be applied in a proportionate amount which, when added to SDI, will provide compensation equal to the employee's regular wage or salary.

**ARTICLE 3.5 INDUSTRIAL INJURY**

**3.5.1. Reporting**

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

**3.5.2. First Week Coverage**

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

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

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

### **3.5.3. Integration of Benefits**

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

### **3.5.4. Added Sick Leave Credit**

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

### **3.5.5. Additional Benefits**

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

### **3.5.6. Required Treatment**

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

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

\*The predesignated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a Worker's Compensation injury or illness and that they will adhere to the rules and regulations governing treating physicians pursuant to LC 9785. This form will be attached to the predesignation form on file with the employer.

## **ARTICLE 3.6 VACATIONS**

### **3.6.1. Accrual**

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

| <b>Years of Service</b> | <b>Hourly Standard Accrual</b> | <b>Maximum Work Days Per Year</b> |
|-------------------------|--------------------------------|-----------------------------------|
| 0 up to 3               | .0385                          | 10                                |
| 3 up to 10              | .0577                          | 15                                |
| 10 up to 20             | .0770                          | 20                                |
| 20 up to 30             | .0962                          | 25                                |
| 30 and more             | .1154                          | 30                                |

**3.6.2. Accrual Coroner Investigator**

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

| <b>Years of Service</b> | <b>Hourly Accrual</b> | <b>Maximum Hours Per Year</b> |
|-------------------------|-----------------------|-------------------------------|
| 0 up to 3               | .0385                 | 112                           |
| 3 up to 10              | .0577                 | 168                           |
| 10 or more              | .0770                 | 224                           |

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

**3.6.3. Vacation After Six Months**

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

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

**3.6.4. Extra Hire Conversion**

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

**3.6.5. Preference and Vacation Approval**

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

**3.6.6. Maximum Accumulation**

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

For Coroner Investigator, accumulated unused vacation time shall not exceed 336 duty hours per employee. For Public Defender Attorneys, accumulated unused vacation time shall not exceed 360 duty hours per employee.

**3.6.7. Holiday and Sickness During Vacation**

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

**3.6.8. Payment at Termination**

A person who resigns, retires, is laid off or discharged, and who has earned vacation time on record, shall be paid for the vacation as of the effective date of the termination, except that no payment shall be made to any employee who has been employed less than one-half of the annual period.

**ARTICLE 3.7 REGULAR HOLIDAYS**

**3.7 1. In General**

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

|                             |                                |
|-----------------------------|--------------------------------|
| Independence Day            | July 4                         |
| <b>Labor Day</b>            | <b>1st Monday in September</b> |
| Veteran's Day               | November 11                    |
| Thanksgiving Day            | 4th Thursday in November       |
| Day after Thanksgiving      | 4th Friday in November         |
| Christmas Day               | December 25                    |
| New Year's Day              | January 1                      |
| Martin Luther King, Jr. Day | 3rd Monday in January          |
| Presidents Day              | 3rd Monday in February         |
| Memorial Day                | Last Monday in May             |

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

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

**3.7.2. Alternative Holidays**

For an employee who works a Monday through Friday schedule, when a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

For an employee who does not work a Monday through Friday schedule, the day immediately following the employee's days off shall be deemed to be a holiday in lieu of the day observed, when possible.

In lieu holidays for professional employees who work an alternative schedule will be granted on the next available day off in the pay period, if the employee is unable to take the next day holiday.

### **3.7.3. Equal Holidays**

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

### **3.7.4. Holiday Adjustments**

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

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

Part time employees must make both types of adjustments.

### **3.7.5. Coroner Investigator Holiday Pay**

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

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

### **3.7.6. Compensation for Work on a Holiday**

An employee who is scheduled to work on a holiday or, for alternate schedules, the employee's designated holiday, will be compensated with a paid holiday according to the employee's job class plus time and ½ in overtime pay or compensatory time for regularly scheduled hours.

### **3.7.7. Work Beyond the Normal Hours on Holiday**

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



## **ARTICLE 3.8 HOLIDAYS AND PROFESSIONAL LEAVE**

### **3.8.1. Accrual**

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

### **3.8.2. Accrual New Hires**

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

### **3.8.3. Accrual Coroner Investigator**

For Coroner Investigators, three standard work days (72 hours) per year shall be deemed floating holidays.

Coroner Investigators, newly appointed, prior to December 31, shall be credited with three (3) standard work days (72 hours) as floating holidays for that fiscal year. Any employee appointed between January 1 and June 30 shall be credited immediately with one and one half (1.5) standard work days (36 hours) as floating holidays for the balance of that fiscal year.

### **3.8.4. Use**

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

### **3.8.5. Termination Payoff**

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

### **3.8.6. Professional Leave**

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

## **ARTICLE 3.9 LEAVES OF ABSENCE**

### **3.9.1. Absence Without Pay**

Under the general guidelines of PMR 44, all leaves of absence without pay shall be subject to the approval of the department head. Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted. Approved leave without

pay for purposes other than prolonged sickness shall commence after the employee has used all accrued vacation and approved floating holiday and personal leave, if applicable, except that the employee may retain up to ten (10) days accrued vacation time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation and approved floating holiday and personal leave, if applicable, except that the employee may retain up to ten (10) days' accrued vacation time.

### **3.9.2. Jury Duty**

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

### **3.9.3. Promotional Exam Leave**

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

### **3.9.4. Family Leave**

Employees shall be eligible for Family Care Leave as outlined in PMR 44 and in state and federal law. Effective July 1, 2004 employees shall be eligible for Paid Family Leave through SDI, if applicable.

### **3.9.4 Parental Education Leave**

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

## **Chapter 4 Terms and Conditions**

### **Article 4.1 Hours of Work**

#### **4.1.1. Normal Workday**

A normal workday for a classification shall consist of consecutive hours of work, interrupted by a lunch break of not less than one-half hour, or more than one hour. Under normal conditions, the work schedule of all employees shall include a fifteen minute rest period during each half shift.

#### **4.1.2 Normal Work Week**

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

#### **4.1.3. Exceptions**

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

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

#### **4.1.4. Flextime/Alternative Work Schedules**

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

Flextime and alternative work schedules will be defined as:

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

#### **4.1.5. Library Employees**

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

#### **4.1.6. Assigned Shifts**

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

#### **4.1.7. Workday Communications Division**

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

#### **4.1.8. Work Shifts - Road Maintenance Division**

For employees of the Road Maintenance Division of the Public Works Department the work week shall consist of four (4) consecutive days Monday through Thursday inclusive. The work day shall be 9.5 hours per day Monday through Wednesday and 9 hours on Thursday with a one-half hour lunch, a fifteen (15) minute morning break and two (2) fifteen (15) minute afternoon breaks. The work hours shall begin at 7:00 A.M.

#### **4.1.9. Hours for O.T., P.T. and Therapy Aide**

While the annual period for the classifications of Occupational Therapist, Physical Therapist, and Therapy Aide is one thousand nine hundred and fifty (1950) hours, they will work a forty (40) hour week for eleven (11) months per year. The pay and benefits will be prorated over twelve (12) months. For these classes, overtime will be after eight (8) hours per day or forty (40) hours per week or work on a holiday.

#### **4.1.10. Hours Coroner Investigator**

The normal duty day for Coroner Investigators shall consist of one period of 24 consecutive hours beginning at 8:00 A.M.

1. Investigators will be required to be in the office between 8:00 A.M. and 4:00 P.M. except when called out on a case. After 4:00 P.M., employees must remain in the County and be available in accordance with existing department standby policy.
2. Investigators will not be required to maintain office hours on days designated as regular holidays, but they must remain in the County and be available in accordance with existing department standby policy.

The average duty week for a Coroner Investigator shall be 56 hours.

1. Coroner Investigators will be paid for 10.7 duty hours per pay period at the overtime rate, in accordance with the 7K provisions of the Fair Labor Standards Act.
2. Seven days prior to the first of each calendar month, the schedule for that month shall be posted in a prominent work place. Except in cases deemed to be an emergency the department head involved, each employee affected will receive written notice thirty (30) days in advance if possible but no less than fourteen (14) days prior to the effective date of a change in work schedule.
3. County shall provide each employee with five (5) wallet size shift calendars, color coded for each shift, by December 1, for the following year.

#### **4.1.11. Part Time Employees**

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

### **ARTICLE 4.2 OVERTIME**

#### **4.2.1. Defined**

Overtime shall be time worked:

1. Beyond the standard work day or the employee's established work day, whichever is longer;
2. Beyond the standard work week or the employee's established work week, whichever is longer;
3. On holidays. See Article 3.7.6 and 3.7.7.

#### **4.2.2. Compensation**

Employees shall be paid for all overtime worked at one and one-half times the base rate of pay or "Compensatory Time" at one and one-half time rate, subject to the following limitations, conditions and authorizations. Overtime shall be compensated to the nearest quarter hour.

#### **4.2.3. Required Authorization**

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

#### **4.2.4. Time Records**

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

#### **4.2.5. Compensatory Time Limit**

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

#### **4.2.6. Minimum Call Back**

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

#### **4.2.7. Standby**

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

#### **4.2.8. Daily Limits**

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

#### **4.2.9. Equitable Distribution of Overtime**

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

#### **4.2.10. Coroner Investigator**

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

Overtime shall be compensated to the nearest half hour.

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

### **ARTICLE 4.3 REIMBURSEMENTS AND PROVIDED EQUIPMENT**

#### **4.3.1. Mileage**

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

#### **4.3.2. Coveralls and Clothing**

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

Field employees of the Parks Department, who are required to wear uniforms shall be compensated for required uniforms and articles of clothing. The amount of compensation shall be \$80.00 per quarter payable to eligible full-time employees on payroll for the pay period including September 30, December 30, March 30, and June 30.

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

#### **4.3.3. Tool Allowance**

The County will provide a tool allowance to up to \$155 per year upon presentation of receipts.

#### **4.3.4. Equipment Provided**

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

#### **4.3.5. Meal Allowance**

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

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

#### **4.3.6. Drivers License**

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

#### **4.3.7 Safety Sensitive Pay**

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

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

### **ARTICLE 4.4 SAFETY COMMITTEE**

#### **4.4.1. Occupational Health and Safety Committee**

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

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

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

#### **4.4.2. Health and Safety**

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

### **ARTICLE 4.5 CLASSIFICATION STUDIES/SALARY SURVEYS**

#### **4.5.1. Salary Survey Committee**

The salary survey committees shall continue during the term of the MOU in the same manner as they presently operate. The purpose of the Committees will be to determine the appropriate equity adjustments in accordance with the equity monies agreed to by the parties.

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

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

During the 2005 – 2006 fiscal year, this committee shall review the issue of necessary expenses associated with various classifications. Such expenses may include items such as clothing, footwear, tools, and equipment.

#### **4.5.2. Additional Classes to be Studied**

Human Resources will conduct Classification Reviews as recommended by the Salary Survey Committee.

### **ARTICLE 4.6 UPWARD MOBILITY**

#### **4.6.1. Upward Mobility Charts**

The County agrees to maintain Upward Mobility Charts as provided in the National Organization of Women (NOW) Consent Decree. Such charts will be reviewed and revised annually by the County to keep them up to date.

## **ARTICLE 4.7 PERSONNEL FILES**

### **4.7.1. In General**

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

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

## **ARTICLE 4.8 UTILIZATION OF EXTRA HIRE**

### **4.8.1. In General**

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

The County and the Union will meet on a quarterly basis during the term of this agreement to discuss the use of extra hire employees in SEIU Local 949 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, attempt to resolve any issues identified by either of the parties.

## **ARTICLE 4.9 USE OF VOLUNTEERS**

### **4.9.1. In General**

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

## **ARTICLE 4.10 RE-EMPLOYMENT AFTER RESIGNATION**

### **4.10.1. Re-employment (Reinstatement) Within Sixty Days**

A regular employee who has passed his/her probation period and terminates County service under positive circumstances shall be eligible for re-employment without loss of certain benefits if he/she is re-employed within 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 only for the purposes of merit increase eligibility, vacation accrual rate, and Reduction in Force.



## CHAPTER 5 PROCEDURES

### ARTICLE 5.1 GRIEVANCE PROCEDURE

#### **5.1.1. Grievance Defined**

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

1. Collective bargaining agreement;
2. County Ordinance;
3. Resolutions;
4. Rules;
5. Policies;
6. Regulations;
7. Existing practices affecting the status or working conditions of County employees.

#### **5.1.2. Exclusions**

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

#### **5.1.3. Who May File**

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

#### **5.1.4. Informal Grievance**

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

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

#### **5.1.5. Formal Grievance**

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

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);
4. Mailing Address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinance, rules or 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.

### **Step 1**

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

### **Step 2**

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

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

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

### **Step 3**

A final appeal to Step 3 may be filed, in writing, with the Human Resources Department no more than seven (7) calendar days from his/her receipt of the Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

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

2. **Alternative B:** Provided that the County Administrator and the grievant agree on the issues to be arbitrated, or that the grievance pertains to the specific terms of any existing collective bargaining agreement, the grievance shall be determined by an arbitrator selected by mutual agreement between the County and the grievant. The decision of the arbitrator shall be final and binding on all the parties, subject to the ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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

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

#### **5.1.6. General Conditions**

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

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

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

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

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

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

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

Amendments of grievances are by mutual agreement of the parties.

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

### **ARTICLE 5.2 REDUCTION-IN-FORCE**

#### **5.2.1. In General**

Whereas PMR 48 provides that the Board of Supervisors may abolish any position or employment in the interest of sound management, County and Union agree that the procedures to effect layoff, reduction-in-force and reappointment set forth herein establish the method of calculating seniority of employees who hold or have held status in classes covered by this agreement.

It is the intent of the parties that nothing in this article shall be construed to exclude those employees outside the bargaining unit, who have held status in classes covered by this agreement from exercising bumping rights into said classes nor to deny any rights and obligations for said employees.

#### **5.2.2. Notice**

Regular employees designated for layoff or demotion shall be notified in writing at least two (2) calendar weeks prior to the anticipated date of termination or demotion. The employee organization shall also be so notified and, upon request, be afforded an opportunity to discuss the layoffs or demotions.

### **5.2.3. Order of Layoff**

Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra hire employees shall be laid off before probationary employees and probationary employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee. Employees in lower level classes underfilling the affected classification will be laid off first. The break in service of an employee who is reinstated pursuant to Article 5.3. shall not be counted as County Service.

### **5.2.4. Seniority**

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

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

### **5.2.5. Exceptions**

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

### **5.2.6. Bumping Rights**

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

### **5.2.7. Transfer Rights**

All effort will be made by the Human Resources Department to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 5.2.2., but no longer than the effective date of such layoff or reduction.

## **ARTICLE 5.3 RE-EMPLOYMENT FOLLOWING REDUCTION-IN-FORCE**

### **5.3.1. In General**

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

### **5.3.2. Right to Re-employment**

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

### **5.3.3. Time Limits**

Should the person not accept the reappointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two 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.

### **5.3.4. Availability**

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in Section 5.3.2.

### **5.3.5. County Wide Lists**

Should there be no person on the department re-employment list eligible and available for re-employment, the position shall be filled by the County wide re-employment list for the same classification. The Human Resources Department shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the County wide re-employment list for selection by the appointing authority. The County-wide re-employment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.

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

### **5.3.6. Probationary Status**

Employees reappointed in the same department under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees reappointed to a new department shall be required to complete a new probationary period in the new department. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment. Periodic increase dates shall be controlled by Section 2.52.020 of the Salary Ordinance.

### **5.3.7. Restoration of Benefits**

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

## **ARTICLE 5.4 DISCIPLINARY ACTION**

### **5.4.1. In General**

All disciplinary actions arising under this agreement shall be resolved in accordance with the Disciplinary Appeal Process in Personnel Management Regulation 47.

### **5.4.2. Prior Notice**

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

### **5.4.3. Notice of Intent**

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

### **5.4.4. Notice of Termination**

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

### **5.4.5 Settlement Conference/Mediation Language**

The County and UNION agree that discussions regarding settlement of disciplinary actions can be beneficial to both parties in the process. Therefore, for disciplinary actions that invoke hearing rights before the Personnel Commission, the parties are encouraged to consider settlement options. By mutual agreement the County and the employee and/or the employee's representative may schedule a settlement conference or mediation session to facilitate such settlement discussions. Any costs incurred in such proceedings shall be split evenly between the parties. All communications whether written or oral during such settlement conference or mediation session shall be confidential and shall not be admissible during any subsequent hearing or related proceeding.

### **5.4.6. Appeal to Board of Supervisors**

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

**CHAPTER 6  
UNION RIGHTS**

**ARTICLE 6.1 NOTIFICATION**

**6.1.1. Scope of Representation**

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

**6.1.2. Personnel Listing**

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

**ARTICLE 6.2 EMPLOYEE REPRESENTATIVES**

**6.2.1. In General**

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

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

1. Discuss with an employee a grievance or complaint;
2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry on County time consists of limited fact gathering/clarification (i.e. not conducting and investigation or preparing witnesses for hearing) and that it does not unreasonably interfere with workplace efficiency/productivity and will not include the right, while on County time, to question visitors or non-employees of the County;
3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
4. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and matters mutually agreed upon;

5. Prepare for meetings mutually agreed by the County and the Union to be scheduled for conferral or other purposes;
6. Any other matters reasonably related to union business, by mutual agreement between the parties.

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

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

#### **6.2.2. Grievance Representation**

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

#### **6.2.3. Access to Bulletin Boards**

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

#### **6.2.4. Bargaining Representation**

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

### **ARTICLE 6.3 DUES DEDUCTION**

#### **6.3.1. In General**

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



## ARTICLE 6.4 FAIR SHARE/AGENCY SHOP

### **6.4.1. Union Responsibilities**

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

### **6.4.2. Application**

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

### **6.4.3. New Hires**

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

### **6.4.4. Amount of Fee**

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

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

### **6.4.5. Separation From Unit**

The provisions specified above shall not apply during periods of separation from the representation Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation Unit. The term separation includes transfer out of the Unit, layoff, and leaves of absence without pay for at least one pay period.

### **6.4.6. Part Time and Extra Hire Employees**

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

### **6.4.7. Financial Statement**

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

### **6.4.8. Employee Failure to Comply**

The parties agree that a failure of an obligated employee in a bargaining unit to pay a fair share fee shall be grounds for the Union to file an action in Small Claims Court subject to the following procedures.

1. The Union shall notify the employee (a copy to Human Resources Department and the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will file an action in Small Claims Court.
2. If the employee fails to comply, the Union may file an action in Small Claims Court.

#### **6.4.9. Waiver of County Costs**

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

The authorization for payroll deductions described in this article shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

#### **6.4.10. Rescinding Agency Shop**

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

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

#### **6.4.11. Religious Exemption**

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

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

2. Pay a sum equal to the agency fee described in Section 6.5.4. to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to the County and the Union that this contribution has been made either on a biweekly payroll deduction basis or as one annual payment made within 30 days of the beginning of each new contract year.

## **ARTICLE 6.5 UNION ACTIVITY**

### **6.5.1. Union Activity**

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 in leave status or, in cases where the employee has exhausted applicable paid leave, on leave without pay status. The County shall be reimbursed by the Union for the costs of the leave, if any, 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. Upon 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 and is not subject to appeal. This section expires with the expiration of the contract commencing July 1, 2005.

### **6.5.2. Labor-Management Committee**

The Union and the County agree to establish a committee to discuss interim issues and improve on-going communications and problem-solving efforts. The Union may select two (2) employee representatives for the Committee. The Committee shall meet during normal working hours and employees shall be entitled to paid release time for serving on the Committee according to section 6.2.1 of this MOU. The Committee shall meet monthly.

## **CHAPTER 7 COUNTY RIGHTS**

### **ARTICLE 7.1 DEFINED COUNTY RIGHTS**

#### **7.1.1. In General**

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

#### **7.1.2. Specified Rights**

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

1. The exclusive right to determine the mission of its constituent departments, commissions and boards;
2. Set standards of service;
3. Determine the procedures and standards of selection for employment and promotion;
4. Train, direct and assign its employees;
5. Take disciplinary action;

6. Relieve its employees from duty because of lack of work or for other legitimate reasons;
7. Maintain the efficiency of County operations;
8. Determine the methods, means and personnel by which County operations are to be conducted;
9. Determine the content of job classifications;
10. Take all necessary actions to carry out its mission in emergencies;
11. And exercise complete control and discretion over its organization and the technology of performing its work.

The County has the right to make reasonable rules and regulations pertaining to employees, consistent with this Contract.

## **ARTICLE 7.2 TELECOMMUTING**

### **7.2.1. Policy Development**

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

## **ARTICLE 7.3 COPE DEDUCTION**

### **7.3.1. In General**

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

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

## **ARTICLE 7.4 EXCLUSIONS AND WAIVERS**

### **7.4.1. Merit System Exclusion**

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

### **7.4.2. Waivers**

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

**ARTICLE 7.5 CONSULTATION**

**7.5.1. In General**

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

COUNTY OF MARIN NEGOTIATING TEAM

\_\_\_\_\_  
Donna Williamson

\_\_\_\_\_  
Katie Gaier

\_\_\_\_\_  
Sue Kettman

\_\_\_\_\_  
Keith Pepper

SEIU 949 UNION BARGAINING TEAM

\_\_\_\_\_  
Kris Organ

\_\_\_\_\_  
Elizabeth Cobey

\_\_\_\_\_  
Dan Dawson

\_\_\_\_\_  
Don Grafe

\_\_\_\_\_  
Larry Kay

\_\_\_\_\_  
Michael Maraccini

\_\_\_\_\_  
Bonnie Marmor

\_\_\_\_\_  
Iris Mutio

\_\_\_\_\_  
Christine O'Hanlon

\_\_\_\_\_  
Suzie Seybold

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Diane Wishnak

RATIFIED:

UNION RATIFIED:

By:

\_\_\_\_\_  
President of the Board of Supervisors

| <b>Job Class Title</b>    | <b>Barg Unit</b> | <b>Fringe Group</b> | <b>Workday Hours</b> | <b>Bi-Weekly Hours</b> | <b>6-Month Period</b> | <b>Annual Period</b> |
|---------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| ACCOUNTANT I              | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ACCOUNTANT II             | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ACCOUNTING ASSISTANT      | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ACCOUNTING TECHNICIAN     | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AGR/WTS & MEAS INSPEC TRN | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AGR/WTS & MEAS INSPEC I   | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AGR/WTS & MEAS INSPEC II  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AGR/WTS & MEAS INSPEC III | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AIRPORT ATTENDANT         | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| APPRAISER I               | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| APPRAISER II              | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| APPRAISER III             | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSESSMENT COORD SPEC     | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSESSMENT/RECORD TECH I  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSESSMENT/RECORD TECH II | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSISTANT EMERG SVCS COOR | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSISTANT OPEN SPACE PLAN | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSISTANT PARK PLANNER    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ASSISTANT PLANNER         | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AUDITOR APPRAISER I       | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AUDITOR APPRAISER II      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AUDITOR I                 | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AUDITOR II                | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| AUTO PARTS CLERK          | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BOX OFFICE ASSISTANT      | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BOX OFFICE COORDINATOR    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING INSPECTOR I      | 04               | 02                  | 8                    | 80                     | 1040                  | 2080                 |
| BUILDING INSPECTOR II     | 04               | 02                  | 8                    | 80                     | 1040                  | 2080                 |
| BUILDING MAINT LEADWORKER | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING MAINT SVCS ASST  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING MAINT WKR I      | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING MAINT WKR II     | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING MAINT WKR III    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING MAINT WKR TRAINE | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| BUILDING PERMIT TECH      | 04               | 02                  | 8                    | 80                     | 1040                  | 2080                 |
| BUILDING PLANS CHECKER    | 04               | 02                  | 8                    | 80                     | 1040                  | 2080                 |
| CARPENTER/CABINET MAKER   | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CADASTRAL MAPPING TECH    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CHILD SUPPORT OFC I-BIL   | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| CHILD SUPPORT OFC II-BIL  | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| CHILD SUPPORT OFFICER I   | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| CHILD SUPPORT OFFICER II  | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |

| <b>Job Class Title</b>     | <b>Barg Unit</b> | <b>Fringe Group</b> | <b>Workday Hours</b> | <b>Bi-Weekly Hours</b> | <b>6-Month Period</b> | <b>Annual Period</b> |
|----------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| CHILD SUPPORT SPECIALIST   | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| CHILD SUPPORT SPEC BIL     | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| CLERK                      | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINIC PHYSICIAN           | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINIC PHYSICIAN SPC CLIN  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINIC PHYSICIAN-BILING    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINICAL PSYCH I           | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINICAL PSYCH I BILING    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINICAL PSYCH II BILING   | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CLINICAL PSYCHOLOGIST II   | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CODE ENFORCEMENT SPEC      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COLLECTIONS REPRESENT I    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMM DISPATCHER II         | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMM DISP LATERAL          | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMMUNICATIONS DISPATCH I  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMMUNICATIONS TECHNICIAN  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMMUNICATIONS TECHNICIAN  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMMUNITY LIBRARY SPECIAL  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COMPUTER TECHNICIAN        | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| COOK                       | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CORONERS INVESTIGATOR      | 03               | 02                  | 24                   | 112                    | 1456                  | 2912                 |
| CRIME ANALYST              | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| CUSTODIAN                  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DENTIST                    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEP PUB GUARD/CONS/INVR    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEPARTMENT TECH & SUPP SP  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEPUTY COUNTY CLERK I      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEPUTY COUNTY CLERK II     | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEPUTY PUBLIC ADMIN II     | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEPUTY PUBLIC ADMINISTR I  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| DEPUTY PUBLIC DEFENDER I   | 16               | 01                  | 8                    | 80                     | 1040                  | 2080                 |
| DEPUTY PUBLIC DEFENDER II  | 16               | 01                  | 8                    | 80                     | 1040                  | 2080                 |
| DEPUTY PUBLIC DEFENDER III | 16               | 01                  | 8                    | 80                     | 1040                  | 2080                 |
| DEPUTY PUBLIC DEFENDER IV  | 16               | 01                  | 8                    | 80                     | 1040                  | 2080                 |
| ELECTIONS AIDE             | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ELECTIONS CLERK I          | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ELECTIONS CLERK II         | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ELECTIONS CLERK III        | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ELECTRONIC SRVC LIBRARIAN  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ELIGIBILITY ASSISTANT      | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ELIGIBILITY ASST-BILING    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ENGINEERING TECH III       | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |

| <b>Job Class Title</b>       | <b>Barg Unit</b> | <b>Fringe Group</b> | <b>Workday Hours</b> | <b>Bi-Weekly Hours</b> | <b>6-Month Period</b> | <b>Annual Period</b> |
|------------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| ENGINEERING TECHNICIAN I     | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ENGINEERING TECHNICIAN II    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ENVIRON HEALTH PROG COORD    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ENVIRON HEALTH S I           | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ENVIRONMENTAL HEALTH S II    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ENVIRONMENTAL HEALTH TECH    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| EPIDEMIOLOGIST               | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| EQUIPMENT MECHANIC ASSISTANT | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| EQUIPMENT SERVICE ASST       | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| EQUIPMENT SERVICE WORKER I   | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ERP SYSTEM ANALYST I         | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ERP SYSTEM ANALYST II        | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ERP SENIOR SYSTEM ANALYST    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| EXHIBIT/EVENTS COORD         | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| EXHIBITS SUPERVISOR          | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| FAIR ASSISTANT               | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| FAMILY SUPPORT INVESTIGATOR  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| FIRE HEAVY EQUIP MECHANIC    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| FOOD SERVICE WORKER          | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| GEO INFO SYS ANALYST I       | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| GEO INFO SYS ANALYST II      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| GEO INFO SYS TECHNICIAN      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| GIFT SHOP COORDINATOR        | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HAZARDOUS MAT SPEC I         | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HAZARDOUS MAT SPEC II        | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HEALTH EDUCATOR              | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HEALTH EDUCATOR - BILING     | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HEALTH/HUMAN SRV PLAN/EVL    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HEAVY EQUIPMENT MECHANIC     | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| HOUSEKEEPER                  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| INFO SVCS SYS SUPP AN I      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| INTERMEDIATE CLERK/TYPIST    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| INTERMEDIATE CLK/TYP BIL     | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| JAIL CONTROL DISPATCHER      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| JUNIOR COMM TECHNICIAN       | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LABORATORY TECHNICIAN I      | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LABORATORY TECHNICIAN II     | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LANDSCAPE SERVICES WKR I     | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LANDSCAPE SERVICES WKR II    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LANDSCAPE SVCS SUPERVISOR    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LAW CLERK                    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL ASSISTANT              | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |



| <b>Job Class Title</b>       | <b>Barg Unit</b> | <b>Fringe Group</b> | <b>Workday Hours</b> | <b>Bi-Weekly Hours</b> | <b>6-Month Period</b> | <b>Annual Period</b> |
|------------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| LEGAL ASSISTANT-BILINGUAL    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL PROC ASST I-BI         | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL PROC ASST II-BI        | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL PROCESS ASST I         | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL PROCESS ASST II        | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL PROCESS SPECIALIST     | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL RESEARCH ASSISTANT     | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| LEGAL SECRETARY I            | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LEGAL SECRETARY II           | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARIAN I                  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARIAN II                 | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY ASSISTANT I          | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY ASSISTANT II         | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY BRANCH AIDE I        | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY BRANCH AIDE II       | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY DESK SUPERVISOR      | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY TECHNICAL ASST I     | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY TECHNICAL ASST II    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| LIBRARY TECHNICAL SPECIALIST | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MAINTENANCE ELECTRICIAN      | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MAINTENANCE PLUMBER          | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MARIN CENTER MAINT SUPV      | 04               | 02                  | 8                    | 80                     | 1040                  | 2080                 |
| MARIN CENTER UTILITY WKR     | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MARIN CTR UTILITY LEADWKR    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MECHANIC                     | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MEDIATION CASE DEVEL-BIL     | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MEDIATION CASE DEVELOPER     | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MEDIATION COORDINATOR        | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MEDICAL DIRECTOR SPC CLIN    | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| MEDICAL RECORDS TECH         | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MEDICAL TRANSCRIBER TYP      | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MICROBIOLOGIST I             | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MICROBIOLOGIST II            | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MICROBIOLOGIST III           | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MICROBIOLOGIST TRAINEE       | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| MOBILE LIBRARY SVCS ASST     | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| NETWORK ANALYST I            | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| NETWORK ANALYST II           | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| NUTRITIONIST                 | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| NUTRITIONIST-BILINGUAL       | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| OBSTETRICIAN/GYN. I          | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| OBSTETRICIAN/GYN. II         | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |

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|---------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| OCCUPATIONAL THERAPIST    | 03               | 03                  | 8                    | 80                     | 1040                  | 2080                 |
| OPEN SPACE INTERPRET NAT  | 04               | 02                  | 8                    | 80                     | 1040                  | 2080                 |
| OPEN SPACE PARK RANGER    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| OPEN SPACE PLANNER        | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| OPEN SPACE RES ECOLOGIST  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARK EQUIPMNT MECHANIC I  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARK EQUIPMNT MECHANIC II | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARK PLANNER              | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARK PLANNING AIDE        | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARK RANGER               | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARKING ENF OFFICER II    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PARKING ENFORCE OFCR I    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PATIENT ACCOUNTS CLERK    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PHYSICAL THERAPIST        | 03               | 03                  | 8                    | 80                     | 1040                  | 2080                 |
| PLANNER                   | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PLANNING AIDE             | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PROGRAMMER ANALYST I      | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PROGRAMMER ANALYST II     | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PROPERTY TAX TECHNICIAN   | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PUBLIC DEFENDER INVEST    | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PUBLIC HEALTH INV BILING  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PUBLIC HEALTH INVEST      | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PURCHASER I               | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| PURCHASER II              | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| REAL PROPERTY AGENT I     | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| REAL PROPERTY AGENT II    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| REAL PROPERTY AGENT III   | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| REPROGRAPHIC AIDE         | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| REPROGRAPHIC TECHNICIAN   | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| RETIREMENT BENEFITS SPEC  | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ROAD MAINTENANCE WKR I    | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| ROAD MAINTENANCE WRKR II  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SECRETARY                 | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR ACCOUNTANT         | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR ACCOUNTING ASST    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR AGRI PROGRAM ASST  | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR ASSESSMENT/REC TEC | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR AUDITOR            | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR AUDITOR-APPRSR     | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR BOX OFFICE COORDTR | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR CHILD SUPPORT OFC  | 03               | 04                  | 8                    | 80                     | 1040                  | 2080                 |
| SENIOR CLERK/TYPIST       | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |

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|---------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| SENIOR CLERK/TYPIST BILIN | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR CODE ENFORCE SPEC  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR COMM TECHNICIAN    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR ENVIR HEALTH SPEC  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR EQUIPMENT SVCS WKR | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR EVENTS COORDINATOR | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR LEGAL PROCESS ASST | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR LIBRARY ASSISTANT  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR MAINT ELECTRICIAN  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR OPEN SPACE PLANNER | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR PATIENT ACCT CLERK | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR PLANNER            | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR PROGRAMMER ANALYST | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR ROAD MAINT WORKER  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR SHERIFF SVCS ASST  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR SYSTEMS SUPPORT AN | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR TRANSPORTATN PLNR  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SENIOR WORD PROCESS OPR   | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SHERIFF SERVICE AIDE      | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SHERIFF'S PROP & EVID CLK | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SHERIFF'S SERVICE ASST    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SHERIFF'S SERVICE TECH    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SHIPPING & RECEIVING CLK  | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SIGN FABRICATOR           | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SPECIAL INVESTN SECRETARY | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| STAFF PSYCHIATRIST        | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| STATIONARY ENGINEER       | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SUPERVISING COMM DISPATCH | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SUPERVISING O S PARK RANG | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SUPERVISING PARK RANGER   | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SUPPORT SVCS SPECIALIST   | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SYSTEMS SUPPORT ANALYS II | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| SYSTEMS SUPPORT ANALYST I | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| TAX ACCOUNTANT            | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| TECHNOLOGY SUPPORT ANA I  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| TECHNOLOGY SUPPORT ANA II | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| TELEPHONE MAINT. TECH.    | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| THERAPY AIDE              | 03               | 03                  | 8                    | 80                     | 1040                  | 2080                 |
| THERAPY AIDE – BIL        | 03               | 03                  | 8                    | 80                     | 1040                  | 2080                 |
| TRAFFIC SAFETY MAINT WORK | 02               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| TREASURER/TAX COL OFF I   | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| TREASURER/TAX COL OFF II  | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |

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|---------------------------|------------------|---------------------|----------------------|------------------------|-----------------------|----------------------|
| VETERANS SERVICE OFFICER  | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| VICTIM/WITNESS ADV BILING | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| VICTIM/WITNESS ADVOCATE   | 03               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| VITAL STATISTICS CLERK    | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| WASTE MGMT SPECIALIST     | 04               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |
| WORD PROCESSING OPERATOR  | 01               | 01                  | 7.5                  | 75                     | 975                   | 1950                 |