COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

TEAMSTERS LOCAL 856

DEPUTY DISTRICT ATTORNEY UNIT

JULY 1, 2025 – JUNE 30, 2028

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN
COUNTY OF MARIN
AND
TEAMSTERS LOCAL 856

JULY 1, 2025 – JUNE 30, 2028

CHAPTER I: 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 Teamsters Local 856 (hereinafter called "UNION") and shall apply to all employees of the County working in the classifications and bargaining unit set forth herein.

1.1.2 Term

This agreement shall be in effect from July 1, 2025 through June 30, 2028. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice prior to June 30, 2028, or any yearly anniversary date thereafter, to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement may be voided in accordance with the procedures outlined in Personnel Management Regulation (PMR) 4.

Article 1.2 Recognition

1.2.1 Bargaining Unit

The County hereby recognizes Teamsters, Local 856 as the exclusive bargaining representative for the regular hire employees in the representation unit certified by the County Personnel Commission on February 21, 2007, followed by a secret ballot election on March 28, 2007, consisting of the following classifications:

Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III
Deputy District Attorney IV

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 residents of Marin County.

Article 1.3 Concerted Activities

1.3.1 No 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.

Any strike, slowdown, sick out, work to rule or other work stoppage growing out of any dispute relating to the terms of this agreement shall cause the County to immediately suspend dues deductions. The bi-weekly amount that would have usually been deducted from employees' pay during the biweekly pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

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 No 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 sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave, per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled in accordance with the County Equal Employment Opportunity and Anti-Harassment policies (Personnel Management Regulation 21) and may not be grieved under Article 5.1 of the Agreement.

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. Nothing in this section shall restrict the County's right to make changes to the Personnel Management Regulations (PMRs) in accordance with any applicable requirements of the law.

Article 1.6 Pro Rata Rules

1.6.1 In General

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

1.6.2 Pro Rata Rule

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.

Article 1.7 Past Practice

1.7.1 Past Practice

The County will not change any past practice within the scope of representation without meeting and conferring as required by law.

CHAPTER II: WAGES

Article 2.1 Salary

2.1.1 General Increases

Year 1:
Effective the first full pay period following the later of (1) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, the rate of pay for all classes and employees shall be increased by four (4.0%).

Year 2:
Effective the first full pay period in July 2026, the rate of pay for all classes and employees shall be increased by four percent (4.0%).

Year 3:
Effective the first full pay period in July 2027, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

2.1.2 Equity Adjustment

Effective the pay period following the later of (1) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, the County will increase the base pay for each bargaining unit classification which has base pay less than the market median reflected in the County's March 28, 2025 Benchmark Compensation Survey ("Survey"), by the percentage the survey determined the classification to be below market median in base pay. Market-based equity adjustments are independent of the General Salary Increases and will be implemented in an additive (non-compounded) fashion.

In addition, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase sufficient to maintain the differential between the non-surveyed classification and the benchmark classification.

The Survey reflects the following Equity Adjustments for the DDA bargaining unit:

DDA I	7.21%
DDA II	7.21%
DDA III	7.21%
DDA IV	7.21%

Effective the first pay period in July 2026, the County will increase the base pay for the DDA IV classifications by an additional 1.63% to create a 10% differential above the DDA III classification to address compaction. This compaction adjustment is independent of the General Salary Increase effective during the same pay period and will be implemented in an additive (non-compounded) fashion.

Retention Bonus: In recognition of years of service to the County, all regular hire employees on the books upon ratification by the Union of this Agreement, will receive a one-time, non-pensionable, $1,000 retention bonus within 3 pay periods from the date of ratification or the first full pay period following approval by the Board of Supervisors, whichever is later. All regular hire employees who are on the books July 1, 2023, will receive a one-time, non-pensionable, $1,000 retention bonus in the first paycheck of August 2023, in recognition of years of service to the County. Part time employees shall receive a prorated amount based on their FTE.

Hard to Fill Bonus: When a position is deemed "hard to fill", as determined by Human Resources, after notification to the Union, new employees hired after July 1, 2022, shall be eligible for up to a $2,500-$10,000 signing bonus. "Hard to fill" generally means an approved open recruitment has been unfilled for six (6) months, or the approved recruitment needed to re-open more than once because the County was unable to hire a candidate for the opening, or the County can show a difficulty retaining employees in the classification, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split, and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.

2.1.3 Bilingual Differential

When a Department Head, with the approval of the Director of Human Resources, designates a position as requiring bilingual skills in a specific non-English language on a regular basis during the course of his/her workday, an employee in such a designated position shall be eligible to receive a five percent (5%) bilingual salary differential based on his or her hourly pay rate for time spent using such skills, provided that the Human Resources department certifies the employee as proficient in the specific non-English language. Employees will demonstrate proficiency in the non-English language by successfully passing a language examination in the specified language. The bilingual salary differential payment to the employee will be discontinued when the Department determines that based on operation needs, the employee's position no longer requires non-English language skills, or when the employee no longer works in a position requiring non-English language skills.

Article 2.2 Membership Dues

2.2.1 Membership Dues

The County shall reimburse employees annually for the California State Bar Association and California District Attorneys Association membership fees, provided such employees are regular hire employees on January 1st of each calendar year.

Effective January 1, 2009, the County will reimburse employees annually for membership in the Criminal Law Section of the California Bar Association, or an alternative Section to be determined by the County upon consultation with the employee.

Effective January 1, 2009, and upon request from the employee, the County will provide reimbursement for membership to the Marin County Bar Association.

CHAPTER III: FRINGE BENEFIT

Article 3.1 Medical, Dental, Vision, Life, Retirement Benefits

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee's regular

hire FTE. Hours worked as a contingent hire (i.e., Extra Hire) employee, and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits.

3.1.1 Fringe Benefits

The following bi-weekly fringe benefit contributions shall be made by the County in calendar year 2025 as follows, effective as soon as administratively possible following adoption of this agreement by the Board of Supervisors but in no event more than two full pay periods following contract adoption:

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe	$515.25	$869.46	$1,173.57

Fringe Adjustment for all benefited employees at the employee plus one (1) and employee plus family benefit levels. Effective in December 2025, in the pay period in which there will be an increase in health insurance premiums for the coming benefit Plan Year, the County will increase the bi-weekly fringe benefit package by an amount equivalent to six percent (6%) of the same dollar amount as the new Kaiser Silver premium.

Fringe Adjustment for all benefited employees at the employee plus one (1) and employee plus family benefit levels. Effective in December 2026, and December 2027 in the pay period in which there will be an increase in health insurance premiums for the coming benefit Plan Year, the County will increase the bi-weekly fringe benefit package by an amount equivalent to five percent (5%) of the same dollar amount as the new Kaiser Silver premium.

Fringe Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level for Plan Years 2026, 2027, and 2028. If the biweekly premium at the Kaiser Silver employee-only level in benefit plan years 2026, 2027, and/or 2028 plus mandated employee-only dental and core vision insurance exceeds the County's biweekly fringe contribution at the employee-only level ($515.25 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver and mandated employee-only dental and core vision insurance, for all represented employees who enroll in employee-only medical plans.

The County covers the full cost of Basic Life Insurance separately and apart from the Fringe contribution.

Any employee enrolling in County medical coverage is eligible to receive up to $100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package, provided that they were hired before July 1, 2018, and they received cash back as of July 1, 2018.

Basic Life Insurance: Effective January 1, 2026, the County will enhance the County-paid Group Term Basic Life and Death & Dismemberment Insurance increasing the benefit

from $10,000 to $50,000 and will also provide enhancements to the supplemental Group Life and Death & Dismemberment Insurance for DP/Dependents and Long Term Disability Benefits.

3.1.1.1 Bereavement

Leave with pay up to five (5) standard working days per calendar year (40 hours) per loss shall be granted by the department head in case of the death of an immediate family member as defined in California Government Code (parent, spouse, registered domestic partner, parent of a spouse or registered domestic partner, grandparent, grandchild, sibling, child, or child of a spouse or of a registered domestic partner of a regular employee as those terms are defined in PMR 44. 7 and the California Government Code. The paid bereavement identified in this paragraph must be taken within three (3) calendar months of the death of the immediate family member. Bereavement leave in case of other persons may be granted only upon approval of the Director of Human Resources or designee.

3.1.2 Part Time Employees

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

3.1.3 Employees Excluded

All regular hire employees, normally assigned to work less than a half of a pay period, will be ineligible for County medical, dental, vision, long-term disability and life insurance coverage and/or any other option contained in this Article.

3.1.4 Waiver of Participation

During open enrollment or within 30 days of a qualifying event, any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except Dental Insurance, Vision Insurance, and Basic Life Insurance, if said employee provides acceptable proof of equivalent coverage in a group plan through other sources.

An employee who waives participation under this section shall use the fringe benefit package to pay for mandated benefits and may receive up to one hundred dollars ($100) cash back per pay period.

3.1.5 Flexible Spending Account (FSA)

Members of the Association may participate in the County's flexible spending accounts including:

1. DCAP-Dependent Care Assistance Program
2. Health Flexible Spending Account

3.1.5.5 Deferred Compensation

Effective the first pay period of July 2026, the County shall make a matching contribution of up to a maximum of five hundred ($500) dollars per calendar year to the deferred compensation account of bargaining unit members. Bargaining unit members must open a deferred compensation account in order to receive this benefit. The matching contribution is a dollar-for-dollar match up to the $500 maximum annual amount.

3.1.6 Teamsters Local Union 856, Health and Welfare Trust

For the term of the Agreement, the County of Marin ("County") agrees to participate in the Teamsters Local Union No. 856 Health and Welfare Trust ("Teamsters Trust") for the sole purpose of offering to its employees the Teamsters Trust's Anthem Preferred Provider Organization plan ("Anthem PPO" or "Teamsters Plan").

3.1.7 Retirement Contribution

An employee's date of membership in the Marin County Employees' Retirement Association ("MCERA") will determine the appropriate pension tier and the calculation of retirement allowance.

3.1.8. Single and Double Supplemental Life Insurance

Employees may enroll in single or double supplemental life insurance, and may use County fringe contributions towards this enrollment, where available. IRS rules governing imputed income will apply.

3.1.9. Long Term Disability

Employees may enroll in long-term disability insurance and may use County fringe contributions to pay for this benefit, where available.

3.1.10. Health Care Committee

Between November 15 and February 15 of the subsequent year, Teamsters and the County shall meet and confer regarding health, dental, and vision plans as part of a health care committee. Neither party shall be permitted to impose any plan, any increase and/or decrease in employee cost toward fringe benefits, nor impose any increase and/or decrease to any benefit conferred on employees pursuant to this Agreement as part of these discussions.

Article 3.2 Vacation

3.2.1 Eligible Employees

All regular hire employees are entitled to accrue vacation leave. Regular employees employed on a part-time basis are entitled to vacation leave, but will accrue it on a pro-rata basis.

3.2.2 Vacation Leave Accrual

Each regular full-time employee shall be entitled to accrue vacation credit based upon the full-time FTE in accordance with the following schedule. Regular part-time employees will accrue pro-rated vacation credits based upon the part-time FTE. Vacation credit shall be expressed and accrued at the hourly rates shown.

Months of Service	Hourly Standard Accrual	Maximum Workdays Per Year
12 through 36 months	.0385	10
Greater than 36 through 120 months	.0577	15
Greater than 120 months through 240 months	.0770	20
Greater than 240 months through 360 months	.0962	25
Greater than 360 months	.1154	30

3.2.3 Unpaid Leave of Absence

No vacation leave will accrue during any unpaid leave of absence.

3.2.4 Vacation Leave Usage

A. Vacation leave may not be taken without written request to the employee's supervisor or manager and notification from them that the request has been approved in advance of the vacation leave. Vacations should be scheduled as far in advance as reasonably possible in each work unit, and should be staggered over the entire calendar year to the extent reasonable.

B. Employee preference for vacation time or times, to the extent that it is reasonable, will be honored (on a seniority or annual rotation basis, in the event of a conflict), subject to the department head's judgment as to the maintenance of minimum work forces at all times, peak workload coverage an/or general departmental and public convenience.

C. 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.

D. The department head may authorize vacations up to the number of days actually accrued after 6 months of continuous employment if convenient to the County.

3.2.5 Changes to Vacation Leave Requests

Employees must notify the department head in writing to change or cancel any vacation leave request. The requested change or cancellation must be approved by the department head or his/her designee in writing in advance of the requested vacation date.

3.2.6 Limits on Accrual of Vacation Leave

Employees will not accumulate any further vacation leave if their unused vacation leave reaches 360 hours. In unusual cases, to avoid impairment of County services, the County Executive and/or designee may approve the accumulation of unused vacation hours in excess of the maximum unused hours.

As soon as reasonably feasible, but no longer than thirty calendar days after a locally declared disaster, emergency, and/or mutual aid events, Teamsters and the County shall meet and confer (over impacts) to discuss whether the accumulation cap should be temporarily suspended.

3.2.7 Holidays During Approved Vacation Leave

When a holiday observed by the County falls within an employee's approved vacation leave, that day will not be charged against the employee's accrued vacation leave.

3.2.8 Injury or Illness During Approved Vacation Leave

If an employee becomes ill or is injured during approved vacation leave, the time of actual illness may be charged against accrued sick leave, if any, provided the employee meets the criteria set forth in Article 3.4 Sick Leave.

3.2.9 Payment Upon Separation from Employment

Subject to limits on unused hours specified in this Agreement, an employee who separates employment with the County and has earned and accrued vacation leave to his/her credit will be paid for the remaining vacation leave as of the last date of employment.

Article 3.3 Holidays

3.3.1 Recognized Holidays

The following holidays are observed by the County. All regular, probationary, and provisional employees are entitled to the following holidays with pay.

A. The first day in January
B. The third Monday in January
C. The third Monday in February
D. The thirty-first day of March
E. The last Monday in May
F. The nineteenth day of June
G. The fourth day of July
H. The first Monday in September
I. Veteran's Day as designated by federal law
J. Thanksgiving Day
K. The Friday immediately following Thanksgiving Day
L. December 25

To be eligible for the holiday pay, employees must be in paid status on both the day before and the day after the holiday.

3.3.2 Special Holidays

In addition to the recognized holidays listed above, the County may, provided approval is given by the Board of Supervisors, observe as a holiday a day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday upon which federal and/or state government offices will be closed. Such a holiday will be granted to employees if approved by the Board of Supervisors.

3.3.3 Weekend Holidays

If a holiday, other than December 24 or December 31, falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday will be deemed a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following his/her two days off will be deemed to be a holiday in lieu of the day observed, unless for business reasons the department head and employee agree to another day, preferably within the same pay period.

3.3.4 Floating Holidays

Two (2) days will be deemed floating holidays which may be taken at any time or times during the fiscal year in which they are accrued provided written request is made in advance and the department approves such request in writing. Employees eligible for floating holidays are regular and probationary. If an employee transfers to another County position, the total accrual for the year of transfer will not exceed the maximum accrual for the year for any one position held.

A. Manner of Accrual of Floating Holidays: Each employee will accrue 2 floating holidays on July 1 of each year. Any employee hired between July 1 and January 1 of any fiscal year will immediately accrue 2 floating holidays upon appointment for that fiscal year. Any employee hired on or after January 1 through March 30 of any fiscal year will accrue 1 floating holiday for the balance of the fiscal year. Employees hired after March 30 of any fiscal year will not accrue floating holidays for the balance of the fiscal year.

B. No Carry-Over of Floating Holidays. Floating holidays must be taken in the fiscal year accrued and will not carry over from one fiscal year to the next. Upon separation of employment from the County, unused, accrued pro-rated floating holidays will be paid at the employee's straight time rate.

Article 3.4 Sick Leave

3.4.1 Defined

Sick leave is leave from duty with pay which may be granted to an employee because of bona-fide illness or injury or because of illness or injury to a family member, domestic partner, or a person in a familial relationship residing in the same household, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the work day.

3.4.2 Sick Leave Accrual

Eligible employees will accrue sick leave at the rate of .0462 hours for each hour or major fraction thereof served with no limit on accrual.

3.4.3 Employee Sick Leave Usage

Sick leave up to the total number of working hours accumulated may be granted by an employee's department head in the case of a bona fide illness or injury to the employee. The employee must submit a written application or time off request to his or her department head for approval. The department head may require a physician's certificate or other evidence of illness or injury.

3.4.4 Employee Sick Leave Used for Family

One half of an employee's annual accumulated sick leave or up to 6 accrued days per year, whichever is longer, may be used due to the illness or injury of a child, spouse, parent, domestic partner or person in a familial relationship residing in the same household. The department head may require a physician's certificate or other evidence of illness or injury.

3.4.5 Excessive Sick Leave Usage

An employee who is excessively absent may be subject to disciplinary action. Excessive absenteeism may be defined as absence in excess of the average annual sick leave usage for the employee's department, not including time as a result of FMLA, workers' compensation leave, and up to six days of family sick leave. The pattern of absence and the nature of the illness, as well as other related information, may be taken into account.

3.4.6 Abuse of Sick Leave

An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined he/she has not met the requirements for sick leave usage as set forth above.

3.4.7 No Payout at Separation

There will be no pay-off of any unused sick leave at the time an employee separates employment from the County.

3.4.8 Unused Sick Leave Conversion to Retirement Service Credit Upon Retirement

Retirement service credit is provided for 75% of unused sick leave at the time of retirement from County service.

Article 3.5 Personal Leave

A. Definition: Personal leave is paid leave which shall be accrued as outlined in Section C, below. Personal leave usage is granted at the sole discretion of an employee's department head or his/her designee.

B. Eligible Employees: Regular employees, except temporary employees, shall be granted and accrue personal leave. Regular employees employed on a part-time basis may be entitled to personal leave, but shall accrue it on a pro-rata basis.

C. Manner of Accrual: Each regular employee shall be eligible to receive personal leave not in excess of 80 hours per fiscal year which must, if allowed, be taken during the same fiscal year. Each regular employee on the payroll as of July 1st shall be credited with 80 hours personal leave for that fiscal year. Employees newly appointed between July 1 and October 31 shall be credited with 80 hours personal leave for that fiscal year. Any such employee appointed between November 1 and February 28 (29) shall be credited with 40 hours 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.

D. Use of Personal Leave: Personal leave may be taken at any time during the fiscal year after accrual, subject to the scheduling procedure as outlined in Article 3.2 Vacation.

E. No Carry Over of Personal Leave: Personal leave shall not carry over from one fiscal year to the next. When an employee terminates, there shall be no compensation for unused personal leave.

3.5.1 Disaster Leave

The County will approve up to three (3) working days paid administrative leave in any twelve (12) month period when the employee's primary residence located in California is rendered uninhabitable due to fire, flood, or earthquake. Requests must be approved by the CEO. Documentation must be provided within a reasonable period of time. If adequate documentation is not provided, leave will be charged against any of the employee's other paid time accruals.

Article 3.6 Minimum Retirement Age

3.6.1 Minimum Retirement Age

The minimum retirement age for employees in miscellaneous Retirement Tier III is fifty (50), with the appropriate requirements.

Employees hired on or after July 1, 2009 and eligible for retirement benefits will be in Retirement Tier III A, which has a minimum retirement age of fifty-five (55) with the appropriate requirements.

Employees hired after January 1, 2012 and eligible for retirement benefits will be in Retirement Tier IV, which has a minimum retirement age of fifty-five (55) with the appropriate requirements.

CHAPTER IV: TERMS AND CONDITIONS

Article 4.1 Attire

4.1.1 Attire

Employees who are scheduled to appear in court during a workday shall be dressed in appropriate courtroom attire during business hours. Employees who are not scheduled to appear in court may dress in business-casual attire during business hours.

Employees dressed in business-casual attire shall store or bring appropriate courtroom attire to the workplace in the event that an unscheduled appearance is required.

Article 4.2 Labor Management Committee

4.2.1 Labor Management Committee

The Union and the County agree to establish a committee to:

a) Discuss issues that may arise during the term of the contract, such as suggestions for improved work methods and standards;
b) To recommend improvements in on-going communications and problem solving efforts;
c) To explore County policies regarding telecommuting and flexible schedules. These policies recognize that the various needs of the public and departments may not permit these programs to apply to all employees in all departments. Due to the particular needs of the Office of the District Attorney, implementation of these programs has been on a more limited and case by case basis. The County agrees to explore the possibility of greater application of these programs to the Office of the District Attorney subject to the discretion of the District Attorney.

The District Attorney and the Director of Human Resources will provide periodic updates to the Board of Supervisors regarding committee discussions.

Article 4.3 Defense and Indemnification

4.3.1 Defense and Indemnification

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code Sections 825 et seq. and 995 et seq. The County shall indemnify and defend employees in this unit in accordance with the applicable law when and if they are sued for acts or omissions within the course and scope of their duties, including job duties performed while serving as the on-call deputy district attorney, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, corruption, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this MOU.

CHAPTER V: GRIEVANCE PROCEDURE

Article 5.1 Grievance Procedure

5.1.1 Definition, Scope and Right to File

A. This procedure applies to all probationary and regular employees unless an applicable memorandum of understanding (collective bargaining agreement) provides otherwise.

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

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

C. Selection appeals, disciplinary action, examination appeals, classification appeals, release from probation, complaints of discrimination and the content of performance evaluations and reviews are not grievable hereunder.

D. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or the Union.

E. A grievance may be filed by the Union only when claiming a violation within its scope of representation.

F. If it is asserted that a grievance is outside the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 2 is reached, as defined below. At Step 2, the County Executive will evaluate the assertion, and make a ruling prior to hearing the grievance on the merits. If the County Executive rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further.

5.1.2 Informal Grievance

A. Within seven calendar days of the event giving rise to a grievance, the grievant will present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.

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

5.1.3 Formal Grievance

A. Grievance Form. If the grievant believes that the informal grievance has not been redressed within fourteen (14) calendar days, he or she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can only be

initiated by completing and filing with the Human Resources Department a Grievance Form provided by the Human Resources Department for this purpose. This form is attached. The form must contain:

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);
4. Mailing address(es); or email address;
5. A clear statement of the nature of the grievance (citing applicable ordinance, rule or regulation, or contract language);
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 (electronic signature is acceptable); and
11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative (electronic signature is acceptable).

B. Resolution Process. After filing the Grievance Form with Human Resources, the process for resolving the grievance is as follows:

Step 1:

Within three calendar weeks after a formal grievance is filed, the department head or designee will investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

Step 2:

a. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she/they may, within not more than five (5) working days from his/her/their receipt of the department head or designee's decision, request consideration of the grievance by the County Executive by so notifying the Human Resources Department in writing.

b. Within fourteen calendar days after such notification, the County Executive or designee will begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he, she, or they deems necessary, and will render a decision in writing within twenty-one (21) calendar days of the conclusion of the hearing or findings of fact.

c. If the written decision of the County Executive or designee resolves the grievance to the satisfaction of the grievant and the County, it will bind the County, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

d. If the written decision of the County Executive or designee does not resolve the grievance to the satisfaction of the grievant, he/she/they will advise the grievant, in writing, of the decision and the alternatives under Step 3, should the grievant choose to proceed further.

Step 3:

A final consideration of the grievance to Step 3 may be filed in writing with the Human Resources Department not more than seven (7) calendar days from receipt of the County Executive or designee's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

Mandatory Settlement Conference: 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.

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

Alternative B. This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. The grievance will be determined by an arbitrator selected by mutual agreement between the County and the Union, provided that:

a. The County and the Union agree on the issues to be arbitrated, or

b. The grievance pertains to the specific terms of an existing collective bargaining agreement.

The decision will be final and binding on all parties, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

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

5.1.4 Limitations in Decision of Personnel Commission or Arbitrator (Hearing Officer(s)

A. The Hearing Officer(s) will neither add to, detract from, nor modify the language of the collective bargaining agreement or of departmental rules and regulations in considering any issue properly before them.

B. The Hearing Officer(s) will expressly confine himself or herself to the precise issues raised by the grievance and submitted to them, and will have no authority to consider any other issue not so submitted.

C. Any monetary award in favor of the grievant is limited to lost wages suffered measured from the date of the grievance forward. In no event will the Hearing Officer(s) award any other type of monetary award, including, but not limited to attorneys' fees.

5.1.5 General Conditions

A. The Human Resources Department will act as a central repository for all grievance records.

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

C. 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.

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

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

F. A copy of the grievance will be provided to the department head at each step of the grievance procedure.

G. There will be no amendments of a grievance without the approval of both parties in writing.

H. Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will 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 will be voluntary only and will stay the timelines for processing the grievance until such mediation is concluded.

CHAPTER VI: UNION RIGHTS/SECURITY

Article 6.1 Employee Representatives

6.1.1 Employee Representatives

The Union may, by written notice to the Director of Human Resources, designate three of its members as Employee Representatives. Employee Representatives shall be permitted reasonable time for Union activities.

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:

A. Discuss with an employee a grievance or complaint;

B. 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 an 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;

C. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;

D. 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;

E. Prepare for meetings mutually agreed by the County and the Union to be scheduled for conferral or other purposes;

F. 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/they 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/they 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.

6.1.2 Grievance Representation

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

6.1.3 Access to Bulletin Boards

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

6.1.4 Bargaining Representation

In connection with contract negotiations, unless otherwise agreed, bargaining committee will not exceed three (3) employee members. 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 6.2 Notice and Dues Deduction

6.2.1 Notice to Employees / New Employee Orientation

Whenever a person is hired in any of the job classifications set forth herein, the County shall notify such person that the Union is the recognized bargaining representative for employees in that classification. The County shall provide the Union written notice of County-wide new employee orientations whether in person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Union shall be permitted to meet with new hire employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. No representative of the bargaining unit's management shall be present during the Union's presentation. The Union shall provide the County at least five (5) business days prior to the orientation any materials for the County to distribute to new employees at the orientation. The County shall distribute such materials to employees at the orientation. If the Union staff are unavailable to attend the orientation, the County shall grant release time to one (1) union steward to attend the orientation, provided at least 48-hours' notice has been given to the steward's supervisor. Said release shall be granted, subject to the supervisor's judgement as to the maintenance of minimum work forces at all time, peak workload coverage and/or general departmental and public convenience.

6.2.2 Dues Deduction

The parties agree that upon written consent of the employee involved or upon certification of the Union that it has and will maintain employee's written authorization for the deduction of Union membership dues and initiation fees, the County shall deduct the appropriate dues and initiation fees as established (and as may be changed from time to time) by the Union from the salaries of its members. The sums so withheld shall be remitted by the County, without delay, along with a list of employees who have had said dues deducted. Such dues deductions shall continue so long as the Union remains the exclusive

representative of these bargaining units or unless discontinued or modified in accordance with the process outlined below.

6.2.3 Revocation

Employee requests to cancel or change such deductions must be directed to the Union. rather than to the County. The County will direct to the union any employee who desires to revoke their authorization for Union membership. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the Teamsters membership card/authorization form, or, for employees whose membership card/authorization form does not provide terms of revocation, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. It is understood that if an employee does not revoke their authorization for Union membership in accordance with the above, dues shall continue to be deducted from the employee's earnings.

6.2.4 Indemnification

The Union shall indemnify, hold harmless, and defend the County, its officers and employees against any and all claims, demands, suits or any other action, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the County's compliance with this section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the County shall promptly give written notice of any claim, demand, suit or other action for which the County is seeking defense and/or indemnification to the Union, (ii) the County shall provide assistance reasonably requested for the defense of the claim; and (iii) the Union has the exclusive right to appoint and direct counsel, control the defense or settlement of the claim/action or proceeding and determine whether any such action or proceeding shall or shall not be tried and/or appealed; provided, however, that the County shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the County in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the County, or agreeing to any injunctive relief or consent decree being entered against the County, without the consent of the County. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the County. In no event shall the County be required to pay from its own funds Union dues or fees which the employee was obligated to pay, but failed to pay, regardless of the reason.

Article 6.3 Personnel Listing

On a monthly basis, the County shall provide the union with an electronic copy of each regular personnel listing which contains the names of all employees in the bargaining unit, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, home address, dates of

employment, classification, rates of pay, and terminations. This personnel listing shall be sent via email to the Teamsters 856 Membership Coordinator.

CHAPTER VII: COUNTY RIGHTS

Article 7.1 County Rights

7.1.1 County Rights

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

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

A. The exclusive right to determine the mission of its constituent departments, commissions and boards;
B. Set standards of service;
C. Determine the procedures and standards of selection for employment and promotion;
D. Train, direct and assign its employees;
E. Take disciplinary action;
F. Relieve its employees from duty because of lack of work or for other legitimate reasons;
G. Maintain the efficiency of County operations;
H. Determine the methods, means and personnel by which County operations are to be conducted;
I. Determine the content of job classifications;
J. Take all necessary actions to protect the public and carry out its mission in emergencies;
K. Exercise complete control and discretion over its organization and the technology of performing its work.
L. Determine and modify the organization of County government and its constituent work units
M. Establish employee performance standards and to require compliance therewith.
N. Make and implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
O. Contract out and transfer work out of the bargaining unit.

7.1.2 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.

CHAPTER VIII. SETTLEMENT INTENT

In the event that County of Marin reaches an ratified agreement with another labor organization whose contract expires June 2025 and the County provides that union a

negotiated General Cost of Living Salary increases (not including class specific equity adjustments or class-specific certification/specialty pays) and/or any additional non-unit specific one-time payments that are paid before June 30, 2025, which are cumulatively greater than those to which the parties have agreed herein, the County agrees to meet and confer with the Union over the application of the higher COLA* or one-time payment to Teamsters DAs, minus any offsetting reduction in pay or benefits. In keeping with the goal of establishing parity in the County among the attorney classes (I, II, III, IV) if salaries of comparable attorney classes at the County (Public Defender and/or County Counsel) are increased more than the negotiated increases herein during the term of this Agreement (2025-2028), the Deputy District Attorneys will be increased accordingly.

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires in June 2025 and the County provides an increase to the fringe benefit package that is greater than the fringe benefit changes to which the parties have agreed herein, the parties will meet and confer over the application of the higher Fringe Benefit Package for the fiscal years of the Agreement, minus any offsetting reduction in pay or benefits.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this _____ of _____, 2026.

TEAMSTERS LOCAL 856
DEPUTY DISTRICT ATTORNEY

8/20/26

Farber, Susanna — Date
Chief Negotiator

COUNTY OF MARIN

8/28/26

Dunphy, Burke — Date
Chief Negotiator

TEAMSTERS LOCAL 856
DEPUTY DISTRICT ATTORNEY

8/28/26

Kensinger, Sean — Date
Negotiation Committee

COUNTY OF MARIN

Lisa Li (Sep 18, 2026 08:28:08 PDT) 09/18/2026

Li, Lisa — Date
Director of Employee
and Labor Relations

COUNTY OF MARIN

9/17/26

Russell, Tom — Date
Senior Employee
and Labor Relations Analyst

RATIFIED:

DEPUTY DISTRICT ATTORNEYS OF

APPROVED:

BOARD OF SUPERVISORS

TEAMSTERS, LOCAL 856 COUNTY OF MARIN

SIDE LETTER AGREEMENT
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)

Market Equity/Salary Survey Committee Side Letter

A. MARKET EQUITY ISSUES

In the event that Teamsters Local 856 (Union) believes a recruitment and/or retention issue may exist for a particular classification as a result of external market salary issues, the Union has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, the Union must present data to support that recruitment and/or retention issues exist. Human Resources in collaboration with the Union will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, Human Resources may submit the findings to the County Executive. The County Executive, at their sole discretion, will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the Board of Supervisors for approval.

B. SALARY SURVEY COMMITTEE

The parties agree to participate in a Salary Survey Committee during the term of this Agreement. (2025-2028). The Salary Survey Committee shall meet no more than three (3) times per year, unless additional meetings are mutually agreed upon. The parties shall endeavor to create a mutual understanding regarding the comparator agencies the County will use to conduct its salary survey for the subsequent successor Agreement.

In order to facilitate such understanding, the County and the Union agree:

- To review the comparable jurisdictions in the DDA defined labor market and to consider whether modifications to said market are appropriate.
- To review the comparable classes and/or benchmark to be used in the salary survey for the subsequent successor Agreement in advance of survey compilation.
- To review minimum qualifications as necessary.
- To keep joint minutes of all meetings. Responsibility for minutes shall alternate between the County and the Union.

The Salary Survey Committee shall be composed of six (6) members consisting of three (3) members of the Union and three (3) members of the Human Resources

Department or designees. The parties may mutually agree to bring additional subject matter experts on an as needed basis.

SIDE LETTER AGREEMENT
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)

PMR Revisions

The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the Association with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent to bargain non-mandatory subjects. As part of the meet and confer process, the Union and the County may submit proposed revisions. In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. Discussions / negotiations may be conducted jointly with other employee organizations provided there is agreement by the County and the individual employee organizations. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

SIDE LETTER AGREEMENT
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)
Paid Parental Leave
Reproductive Loss Leave

The County and Union agree to:

1. a new leave, Paid Parental Leave, and agree to Attachment A as written and first-time implementation administration as described herein; and,
2. agree to Reproductive Loss Leave, and agree to Attachment B as written; and,
3. agree that these two leaves will be recommended to the Board of Supervisors for adoption at their September 9, 2025 meeting; and,
4. agree that these two leaves as attached will be incorporated into a revised and updated PMR 44: Leaves; and,
5. agree that coalition meet and confer has already commenced on PMRs 44 and 49, the Personnel Commission has reviewed and supports the updated PMRs, and agree to complete the meet and confer process with the objective of finalizing PMR 44: Leaves and PMR 49: Reasonable Accommodation and placing the amendment for these PM Rs on the Board of Supervisor's calendar for adoption by the end of October 2025.

Paid Parental Leave Implementation

For the first time implementation, County and Union agreed to administer Paid Parental Leave (PPL) as a one-time implementation that includes a "look back" period as follows:

Employees are eligible for the one time "look back" if they:

(1) had a qualifying event between January 1, 2025 and the date of Board adoption, and
(2) who would have been eligible for PPL at the time of the qualifying event had it been in effect

These employees have until November 7, 2025 to request the use of PPL and must use of PPL and must use the leave by June 30 2026. This is a forward-looking benefit and thus the County will not provide PPL retroactively. Therefore, employees who qualify for the one time "look back" period cannot use their PPL to cover leave already taken.

For those eligible for PPL in the lookback period, a minimum of two weeks' written notice to their supervisor with a copy to hrleaves@marincounty.gov is required prior to the start of the leave. If the number of leave requests in a department and/or division and/or work unit are submitted for the same period and the County cannot adequately cover the position with a substitute and the leaves requests create operational hardship, the County may delay the use of the leave and will work with the employee on when the leave can be taken within the designated time period. Protected leave (including, but not limited to, PDL, FMLA, CFRA) will be prioritized.

There will be a new PPL pay code for those eligible to use the leave; employees must designate their appropriately when using the leave.

ATTACHMENT A

A. Paid Parental Leave (PPL)

1. Definition and Use of Leave. Eligible full-time employees will be provided 240 Paid Parental Leave (PPL) hours to use within 52 weeks of a qualifying event. Eligible part-time employees will be provided with a prorated number of PPL hours, based on FTE. PPL may be used in a block of continuous time or as intermittent leave as arranged in advance. PPL cannot be used retroactively. No more than 240 PPL hours may be used in any rolling 12-month period. PPL may impact an employee's Probationary Period pursuant to relevant PMRs.

   PPL is based on the employee's base hourly wage. PPL pay is pensionable and counts toward retirement service credit.

   The intent of PPL is for planned leave and not for unplanned/emergent leave needs. Therefore, reasonable advanced notice must be given to department prior to use.

   An employee on Pregnancy Disability Leave following the birth of a child may use sick leave accruals while on PDL or may be on an unpaid leave. Upon employee written request, an employee may retain up to 80 hours of sick leave while on PDL and may use other forms of paid leave.

2. Eligible Employees. Regular employees who have been continuously employed by the County for at least six (6) months prior to the qualifying event will be eligible for Paid Parental Leave (PPL) to use within fifty-two (52) weeks of the following qualifying events:

   a. Birth of a child of the employee

   b. Placement of a child with the employee for adoption, foster care, or as a result of court approved guardianship

   For the purpose of PPL, the definition of "parent" and "child" are defined by the California Family Rights Act.

   Contingent hire, provisional, and elected employees are not eligible for Paid Parental Leave.

3. Coordination of Benefits and Leaves
   PPL can be integrated with any California Disability Insurance (SDI) or Paid Family Leave (PFL) program. An employee on Pregnancy Disability Leave and receiving SDI following the birth of a child may use sick leave accruals before using PPL.

B. Employee Notice of Leave. Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. When an

employee's leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that leave will be needed in the future, but does not know the exact date(s) (e.g. for the birth or placement of a child or to take care of a newborn), the employee must inform his/her/their supervisor as soon as possible that such leave will be needed. While written notice is recommended, such notice may be given orally. The employee's leave request must include the employee's intent to return to work and the expected date of return. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

ATTACHMENT B

Reproductive Loss Leave

A. In accordance with applicable law, the County will provide Reproductive Loss Leave for up to 5 (five) working days (37 ½ or 40 hours), which will be granted by the Department Head or the employee's manager/supervisor to be used by the employee in the case of a reproductive loss event. Reproductive loss event means:
    1. a failed adoption ("Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.);
    2. a failed surrogacy ("Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy);
    3. a miscarriage ("Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.);
    4. a stillbirth ("Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.); or
    5. an unsuccessful assisted reproduction ("Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation. "Assisted reproduction" does not include any pregnancy achieved through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.)

B. Eligible Employees. All employees who have been employed by the County for at least thirty (30) days prior to the commencement of leave are entitled to reproductive loss leave.

C. Reproductive loss leave does not have to be used consecutively but must be taken within three (3) months of the reproductive loss event. The only exception to this rule is if at the time of the reproductive loss event, the employee is on, or immediately chooses to go on, another legally protected leave of absence, such as CFRA, FMLA, or Pregnancy Disability Leave then the employee may use Reproductive loss Leave pursuant to this policy within three months of the end of their legally protected leave.

D. All employees are allowed a maximum of twenty (20) days for reproductive loss in a twelve (12) month period if multiple events of reproductive loss occur.

E. Reproductive loss leave is unpaid however employees may use any available leave accruals or compensatory time off concurrently with reproductive loss leave.

F. The County will maintain the confidentiality of an employee requesting leave under this Section. Information provided by an employee in connection with a request for reproductive loss leave will be maintained in a confidential manner and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

SIDE LETTER AGREEMENT
COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT)
Contracting out Bargaining Unit Work

Except as provided below, the County and the Union will meet and confer in good faith prior to any decision to contract out bargaining unit work. The County shall provide the Union with notice including (1) the nature of services to be contracted, (2) the reason existing personnel are unable to provide the contracted services, (3) the cost associated with those contracts, and (4) the intended duration of the contracts and expected timeframe to use contracted services. The Union may request additional information as needed. Upon request of the Union, the parties will meet and confer concerning the proposed contracting out of work or services.

The parties agree that, where the use of contractors or temporary employees would not result in the elimination or reduction in hours for any existing bargaining unit position, the County may utilize contract and temporary employees to perform work traditionally performed by bargaining unit employees without advanced notice and meeting and conferring in the following situations:

1. Where (a) the need for contracted or temporary service employees services is not expected to exceed six (6) months, and (b) existing staff cannot perform the services during their normal working hours and within the required timeframe, due to: (1) emergencies or other unusual service demands, (2) position vacancies, (3) short or long-term absences, or (4) lack of the requisite expertise, capacity, or certifications among available staff. Consideration to determine operational feasibility of existing employees to work overtime, temporary promotion, or temporary special assignment pay will be given prior to the use of contract or temporary employees in these listed circumstances. If contracted or temporary service employees work/assignment needs to be extended beyond six (6) months, the County will provide notice of the extension and anticipated end date. If the anticipated end date is beyond nine (9) months from the start of the contracted/temporary assignment, the County will meet and confer with the union.

2. The use of contract or temporary employees (including mutual aid, temporary extra help employees, and retired annuitants) to respond to a locally proclaimed or declared disaster, emergency, or mutual aid event.

   The County will inform the Union when it uses contractors or temporary employees pursuant to this section within thirty (30) calendar days of the contractor and/or temporary employee(s) beginning work for the County.

   Should the County of Marin reach a ratified agreement with another labor organization that includes language on the use of contractors or temporary service employees that sets forth different limitations on their use, the County shall offer that same language to DDA. DDA shall have thirty (30) calendar days to accept the alternate language. If DDA does not accept the alternate language within the thirty (30) calendar day timeframe, the existing language shall remain in place.