COLLECTIVE BARGAINING AGREEMENT

COUNTY OF MARIN

AND

TEAMSTERS' UNION LOCAL 856 PROBATION

July 1, 2025 – June 30, 2028

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COLLECTIVE BARGAINING AGREEMENT

TEAMSTERS' UNION LOCAL 856 PROBATION

COUNTY OF MARIN

The salaries, hours, and working conditions set forth in this Agreement have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "County") and the Teamsters Union Local 856 Probation Unit (hereinafter called "Union") and shall apply to all employees of the County working in the classifications set forth hereunder with the exception that benefits shall apply to regular County employees only unless the Agreement language specifically mentions contingent-hire employees.

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

The terms and conditions set forth in this Agreement have been negotiated in good faith and have been ratified by the membership of the Union and by the Board of Supervisors of the County of Marin.

Section I. Recognition

A. County hereby recognizes Union as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for those employees in the representation unit certified by the County Personnel Commission and consisting of the following job classifications in the County's Probation Department:

Deputy Probation Officer I, II, Senior
Deputy Probation Officer I, II, Senior – Bilingual
Juvenile Corrections Officer I, II, III
Juvenile Corrections Officer I, II, III – Bilingual

B. Union recognizes its obligation to cooperate with County to assure maximum service of the highest quality and efficiency to the citizens of Marin County consistent with its obligations to the employees it represents.

C. County and Union affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible Union membership of employees in the representation unit. When a person is hired in any of the covered job classifications, County shall notify such person that the Union is the recognized bargaining representative for a majority of the employees in said unit.

D. 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. Representative of the Union shall be permitted to meet with the new 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 to the County at least (5) business days prior to the orientation any materials it would like the County to distribute to new employees at the orientation, and the County will distribute such materials. If Union staff are unavailable to attend the orientation, the County shall grant release time for one (1) union steward to attend the orientation pursuant to Section III. A.

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

Section II. Existing Laws, Regulations and Policies

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

Section III. Administration

A. The Union may, by written notice to the Director of Human Resources, designate up to four (4) of its members within the representation unit as shop stewards. Allocation of shop stewards shall be at least one (1) each from the following functional units: Juvenile Hall, Adult Services, and Juvenile Services. Total employee time spent on Union business during each workweek shall not exceed fifteen (15) hours, and no individual employee shall spend more than four (4) hours per workweek of County time on Union business. Within the limits of Section V, the stewards shall secure permission from their supervisors before leaving their work assignments and shall not interrupt departmental business to discharge their duties. All release time shall be recorded on the steward's time sheets using the appropriate payroll code.

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

1. Discuss with an employee a grievance or complaint;

2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials, provided that such inquiry will not include the right, while on County time, to question visitors or nonemployees of the County

3. Assist employees in preparation for, or represent employees in, or attend 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; and

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

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 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.

C. A joint committee will be established to reorganize Agreement articles (to make the Agreement more “user friendly”).

D. Use of Bulletin Boards. Authorized representatives of Union shall be allowed to post Union notices on designated bulletin boards maintained on County premises.

Section IV. Salaries

A. General Salary Adjustments.

Year 1: Effective the first full pay period following the later of (i) 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 percent (4%).

Year 2: Effective the first 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 pay period in July 2027, the rate of pay for all classes and employees shall be increased by three percent (3.0%).

Equity

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 Probation Workers bargaining unit:

DPOI/DPOI-Bilingual	2.79%
DPOII/DPOII-Bilingual	2.79%
Senior DPO/Senior DPO-Bilingual	2.79%
JCOI/JCOI-Bilingual	3.22%
JCOII/JCOII-Bilingual	3.22%
JCOIII/JCOIII-Bilingual	3.22%

B. Part-Time Employees.

1. An employee changing from full-time to part-time status with less than a ninety- (90) day break in service shall be compensated at the pay level at which the employee left full-time service.

2. Merit increases and fringe-benefit eligibility for part-time employees shall be based on actual hours worked (2,080 hours equal one year).

C. Hard to Fill Signing Bonus.

The Parties agree that the County may continue to practice of paying signing bonuses to new hires in “hard to fill” positions. The County will notify the Union before advertising or offering hiring bonuses affecting bargaining unit positions or if it intends to modify the hiring bonus program.

1. When a position is deemed “hard to fill”, as determined by Human Resources, after notification to Union, new employees hired may 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 successive recruitments are/were needed to re-open more than once because the County was unable to fill the vacancy(ies), or the County can show a difficulty retaining employees in the classification due to salary concerns, 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.

D. Contingent-Hire Employees.

1. Contingent-hire employees may be advanced one (1) step in the five- (5) step salary range after completion of two thousand eighty (2,080), four thousand one hundred

sixty (4,160), six thousand two hundred forty (6,240), and eight thousand three hundred twenty (8,320) hours of paid service, provided that the recommendations for increases are made in conformance with the provisions of sections IV(D)1 and IV(D)2. The periodic increase date for an employee who has a change in status from contingent hire to regular hire or regular hire to contingent hire shall be based on total paid service. The periodic increase date will be the first (1st) day of the month following twelve (12) full months (2,080 hours) of paid service and following each year (2,080 hours) of paid service thereafter.

E. Step Increases.

1. Employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if said step increase is supported by a performance evaluation and all other requirements are met.

2. Employees are eligible to receive yearly (2,080 hours) salary step increases based upon "meets standards."

3. Performance evaluations for regular and contingent-hire employees must accompany the payroll personnel action form (101) when any salary step increase is recommended.

4, An employee who does not receive a step increase on said employee's yearly anniversary date shall be eligible after six (6) months to be reconsidered for the step increase. If granted, the effective date of said step increase shall be the new anniversary date.

F. Maximum Salary upon Promotion.

An employee who is promoted to a classification having a greater maximum salary than the employee's former position shall receive the minimum salary for the higher classification or one (1) step, approximately five percent (5%), above the employee's former salary, whichever is greater, provided the salary is within the salary range for the higher classification.

Employees in the Bilingual DPO II classification who are promoted to a monolingual position in the Senior DPO classification and are eligible to receive a bilingual differential in the new classification, shall receive a minimum of a five percent (5%) increase, inclusive of the bilingual differential in the Senior DPO class, above the employee’s base salary in the Bilingual DPO II classification. After the promotion, the employee will be Y-rated until the classification pay rate catches up to the employee’s salary.

G. Overtime.

1. Overtime shall be defined as time actually worked:

a. Beyond forty (40) hours in a workweek (except for 9/80 or other agreed-upon, established work schedules);

b. On holidays other than Saturday or Sunday.

c. For the purpose of calculating overtime eligibility, legal holidays shall be considered time worked. In addition, employees who work alternative work schedules and use paid time off (e.g., vacation, floating holiday, holiday in-lieu, compensatory time) to supplement legal holidays shall have such paid time off hours considered time worked.

d. 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, for the following classifications only overtime shall be defined as time in paid status in excess of the full-time pay period of 80 hours:

Juvenile Corrections Officer I
Juvenile Corrections Officer I – bilingual
Juvenile Corrections Officer II
Juvenile Corrections Officer II – bilingual
Juvenile Corrections Officer III
Juvenile Corrections Officer III – bilingual
Effective the same pay period, these classes would move to a FLSA 80 hours pay period model versus 40 hours per week model.

2. Eligible employees shall be paid for all overtime worked at one and one-half (1-1/2) times the regular rate of pay or "compensatory time" at the one and one-half (1-1/2) time rate, subject to the following limitations, conditions, and authorizations. Overtime eligibility is determined in accordance with the provisions of the Fair Labor Standards Act, except where provisions of this MOU are more beneficial to the employee(s).

Overtime and compensatory time shall be compensated to the nearest 6 minute increment.

Prior authorization of the County Administrator must be secured by the department head or designee and communicated by the department head or designee to the employee.

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

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

3. Flextime/Alternative Work Schedules for Deputy Probation Officers.

a. Flextime shall be defined as flexibility in designating a set work schedule and/or flexibility on a daily basis, as approved by the supervisor.

b. Alternative work schedules shall be defined as a fixed schedule other than a regular eight- (8) hour day with five (5) days of work and two (2) days off.

c. Employees may request, and the department head or designee may approve, (i) alternative work schedules and/or (ii) flextime. Alternative work schedules will

not be unreasonably denied. If denied, the employee may request a reason in writing.

H. Shift Differential.

For all hours worked between 6:00 p.m. and 6:00 a.m., when four (4) or more hours of the regularly assigned shift fall between 6:00 p.m. and 6:00 a.m., Juvenile Corrections Officers (including contingent-hire Juvenile Corrections Officers) will receive a five-percent (5%) shift differential based upon the employee's assigned step of the salary range. Shift differential shall be added to, but not be included in, the base rate of pay. Shift differential will not be paid to employees on vacation or other leave status.

For all hours assigned and worked between 7:00 p.m. and 6:30 a.m., Deputy Probation Officers shall receive a five-percent (5%) shift differential based upon the employee's assigned step of the salary range. Shift differential shall be added to, but not be included in, the base rate of pay. Shift differential will not be paid to employees on vacation or other leave status.

I. Standby

1. Employees assigned to standby status by written order of the department head or designee, shall be paid one and a half (1.5) hours compensation at the employee's hourly salary for every eight (8) hour period or fraction thereof, that they are assigned to standby status and not called back to work. Standby status shall be defined as any status which requires the employee to restrict their activities and/or location in some way such as remaining within so many miles, not drinking alcoholic beverages, staying by a phone, calling in periodically etc. When this response requires that an employee physically return to work, the employee will stop receiving standby pay and begin receiving call back pay pursuant to subsection "I" below. No employee shall be compensated for standby duty and call back work simultaneously.

J. Call Back

1. **Call back for Deputy Probation Officers:** A Deputy Probation Officer that has departed from a work location and is called back to a physical work location, shall receive a minimum of four (4) hours at their applicable rate of pay, unless the work immediately precedes their regular shift. The call-back rate of pay for non-exempt classifications, shall be time and a half of the regular rate of pay, if the employee is otherwise eligible to receive overtime based on a 37.5 or 40 hour workweek (as specified in Section IV.(F)1(a)). Time spent by the employee on the phone responding to questions or issues in the workplace will be compensated for at the applicable rate of pay, but such time is not considered call back and is not subject to the minimums provided above. The employee's workday shall not be adjusted solely to avoid the payment of this minimum.

2. **Call Back for Juvenile Corrections Officers:** If a Juvenile Corrections Officer has departed from the work location and is called back to work a shift that was not preassigned, the Juvenile Correction Officer shall receive overtime compensation for each hour worked.

K. Training Differential.

Deputy Probation Officers or Juvenile Corrections Officers designated by the Hiring Authority to provide training within the Probation department shall receive a five percent (5%) pay differential for actual time worked during which the employee provides training within the department, including time preparing training materials and documenting training results. The designation of employees as a trainer is not grievable.

L. Temporary Promotion

In cases of prolonged absence from duty, vacancy of an approved position, or other emergencies, the appointing authority (e.g., the hiring manager with approval from the Department Head) with the consent of the Director of Human Resources or designee may, in writing, temporarily promote a regular employee when such employee is regularly required to substantially perform the full duties of a budgeted position within a higher classification for a period in excess of ten (10) days. Departments need to submit request(s) for temporary promotions to the Department of Human Resources prior to an employee assuming any new duties of the higher classification. If it is determined that the employee was eligible for a temporary promotion AND the department had the employee begin to perform the higher-level duties AND the department failed to timely submit the request to Human Resources, that failure alone is grievable.

The process shall include notification to employees of the temporary promotion opportunity for at least five (5) calendar days, and if a meeting by the hiring authority and/or designee is required, then there shall be no more than one meeting per interested employee.

In such cases, the employee shall be paid for all hours in paid status at the rate on the salary range of the higher classification that is closest to, but not less than five percent (5%) above their base hourly rate in the classification in which they hold regular status at the time they are temporarily promoted. All increases shall be rounded to the nearest whole percentage using regular rounding rules, provided that in no event shall an employee in a temporary promotion receive less than 5% above their present base salary nor more than the top step of the higher classification into which the employee is temporarily promoted. (For example, if Step 3 of the class into which the employee is temporarily promoted is 4.6% above the current base hourly rate, the employee will be placed on Step 4 of the scale and then the rounding will occur). If the full-time status of the classification into which the employee temporarily promotes is different from the classification in which he/she holds regular status (e.g., an employee in a classification that is 37.5 hours full time per week temporarily promotes to a classification that is 40 hours per week full time, or vice versa), the employee will continue to work the scheduled hours of his/her regular hire classification. An employee's eligibility for overtime and leave accrual shall be pursuant to his/her regular classification.

An employee must meet the minimum qualifications for the job class to which they are being temporarily promoted and must have completed the first six (6) months of their initial probationary period with the County. The appointing authority will consider all interested and eligible employees. The selection decision rests with the appointing authority. The request for temporary promotion must be submitted to Human Resources by the appointing authority in writing and should include the justification for the temporary promotion along with the required documentation. Approval of temporary promotions shall not be unreasonably denied. Temporary promotions shall not exceed one (1) year. Beyond

the first year of a temporary promotion, an extension of an additional six months may be granted. Any additional extensions beyond 18 months may only be granted after consultation with Teamsters-Probation representatives. Management will be required to provide a justification for the extension. An example of an appropriate justification could be an accommodation related to injury or illness. The granting and/or discontinuance of a temporary promotion shall not be subject to the grievance procedure. Otherwise, PMR 41.3 shall govern temporary promotion.

Pay will be effective as of the start date of the assignment.

Emergency Management Assignments Subsection:
The parties agree to meet and confer by January 1, 2023, in order to determine a process to evaluate DSW assignments and backfilling regular positions during times of declared disasters and/or emergencies in order to utilize the Temporary Promotion language to the fullest extent possible.

M. Temporary Special Assignment Pay

Temporary special assignment (TSAP) is defined as a practice where, as directed by an appointing authority, at least 25% of an employee's work time requires the performance of higher-level duties outside of their regularly assigned classification that significantly changes the nature of their work. It is not the intent of the County to use Temporary Special Assignment Pay in place of Temporary Promotion.

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

An employee shall be paid an additional five percent (5%) of his or her present salary on hours worked. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

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

Emergency Management Assignments Subsection:
The parties agree to meet and confer by January 1, 2023, in order to determine a process to evaluate DSW assignments that should be filled by TSAP assignments during times of declared disasters and/or emergencies with the understanding that Temporary Special Assignment Pay should be utilized to the fullest extent possible, including backfilling of positions whose incumbents are Temporarily Promoted.

N. Bilingual Skills Pay

Effective the second full pay period following ratification by the Union and approval by the Board of Supervisors, all employees who are: 1) in a non-bilingual classification for which there is a bilingual analog; and 2) receiving the 5% bilingual differential as of the date of ratification by the Union, will be reclassified into the bilingual classification, if they have demonstrated proficiency, by being tested and certified as determined by the Human Resources. (This reclassification of employees may result in a change of assignment or be subject to a reallocation of caseloads.) The employees to be reclassified are listed in Attachment A.

The bilingual classifications are not intended for minor or incidental use of a second language but rather where the bilingual skills are used on a regular basis during the course of a workday to provide necessary County services, as determined within the sole discretion of the County. Employees in monolingual classes who have been certified bilingual may be eligible to receive a bilingual differential for temporary bilingual needs; e.g., to cover in the absence of an employee in a bilingual classification.

Upon change in assignment or classification such that the bilingual skills are no longer needed on a regular basis, the employee will be reclassified to a monolingual position, after due process as required by the law and the PMRs.

Prospectively, after the initial reclassification of current, eligible employees, the Department Head will assess bilingual needs and staffing levels when bilingual classifications become vacant.

Section V. Hours of Work

A. Normal Workday.

A normal workday for a classification shall consist of consecutive hours of work interrupted by an unpaid lunch break of not less than one-half (1/2) hour or more than one (1) hour toward the midpoint of the shift. Under normal conditions, the work schedule of all employees shall include a fifteen (15) minute rest period towards the midpoint of each half shift (one 15-minute break in the half shift before the lunch break and one 15-minute break in the half shift after the lunch break).

B. Normal Workweek.

The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

For the purpose of overtime calculation, the normal workweek shall begin at 12:00 midnight on Sunday and end at 11:59 p.m. on the following Saturday.

The normal workweek and workday may not apply to employees with approved alternative work schedules.

C. Employees Assigned at a Given Time to Institutional Services.

1. An employee who applies for a promotional examination shall be given credit for time worked in contingent-hire status in a related position subject to confirmation of the Probation Department.

2. The County agrees with Union as to the desirability of maintaining an adequate staff for County's juvenile institutions, including the hiring of contingent-hire staff to maintain said institutions when necessary.

3. County and Union agree that it is desirable to fill vacant positions as soon as is practicable, consistent with good personnel practice and protecting the rights of all eligible candidates.

4. The County agrees to provide opportunities for Juvenile Corrections Officers to promote into the Deputy Probation Officer job series. To further this goal, the following steps will be taken:

    a. The department will discuss with Human Resources the need to use departmental promotional exams to ensure sufficient advancement opportunities for Juvenile Corrections Officers. Departmental promotional exams will be offered on a case-by-case basis.

    b. The department will provide, upon request:

        i. Information to Juvenile Corrections Officers regarding knowledge, skills and abilities required for Deputy Probation Officer positions; and

        ii. Career development counseling and assistance for Juvenile Corrections Officers, which may include interviewing tips, writing classes, computer training and other assistance as agreed upon by the Labor/Management Committee.

D. Trainers.

If an employee is required to act as a trainer for other employees in the department, he or she will meet with his or her supervisor to discuss the impact of the training on workload and the potential for overtime. Trainer assignments may be based on current work assignment, current workload and/or future transfers.

Section VI. Fringe Benefits

A. Vacations.

Accrual Rates

Each regular employee shall be entitled to annual vacation credit on the basis of regular hours worked in continuous service in accordance with the following schedule. 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	Max Days/Year
0 through 24 months	**.0385**	**10**
Greater than 24 months through 108 months	**.0577**	**15**
Greater than 108 months through 228 months	**.0770**	**20**
Greater than 228 months through 348 months	**.0962**	**25**
Greater than 348 months	**.1154**	**30**

1. The department head may authorize vacations up to the number of days/hours actually accrued after six (6) months' (1,040 hours') continuous employment. Any employee whose employment terminates after one thousand forty (1,040) hours of service shall be granted vacation pay on a prorated basis.

2. 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.

3. Employees shall be given their preference in vacation time within limits of a vacation schedule that shall be mutually agreed upon between the department head and the Union.

4. Employees' vacation requests shall be responded to by the department head within twenty-one (21) working days.

5. Unused Vacation Time.

   Vacation shall be capped for all employees in the unit at 360 work hours. As soon as reasonably feasible, but no later than thirty (30) calendar days after a 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.

B. Holidays.

   1. Regular Holidays

      a. Regular employees shall be entitled to the following holidays with pay: the first (1st) day of January, Martin Luther King, Jr.'s Birthday, the third (3rd) Monday in February, Farmworkers Day (March 31), the last Monday in May, Juneteenth (June 19), the fourth (4th) day of July, the first (1st) Monday in September; Veterans' Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, December 25, and every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday and approved by the Board of Supervisors.

b. 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 two (2) days off shall be deemed to be a holiday in lieu of the day observed.

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

2. Floating Holidays

a. Four (4) workdays (up to 32 hours) per year shall be deemed floating holidays which may be taken at any time or times during the year after accrual with the approval of the department head, provided, however, that no more than two (2) working days' advance notice be required of the employee prior to the employee taking a floating holiday.

b. Employees appointed prior to October 31 shall be credited with four (4) standard workdays (up to 32 hours) as floating holidays for that fiscal year. Employees appointed between November 1 and February 28 (29) shall be credited with three (3) standard workdays (up to 24 hours) as floating holidays for that fiscal year. Employees appointed between March 1 and May 31 shall be credited with two (2) standard workday (up to 16 hours) as a floating holiday for that fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

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

d. Upon termination, unused floating holidays shall be paid at a straight-time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed the schedule of accrual in section VI(B)2(b) above.

3. Equal Holidays

Regardless of days worked or days off, each regular employee is entitled to the same number of paid holiday hours per year as would be earned by an employee covered by the holiday schedule in sections VI(B)1 and VI(B)2 above. This section is provided with the intent of assuring equitable treatment for all employees.

4. Work on a Holiday

All employees who work on a holiday, as described in Section VI B.1.a will receive overtime compensation at the rate of time and one half for every hour worked on the holiday. In addition, the employee shall receive compensation at the straight time rate of pay for either a 7.5 or 8 hour holiday, as determined by their job classification.

C. Insurance and Retirement Contributions.

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.

Biweekly Fringe Benefits

Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments 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.

a. The County shall apply the contribution toward the employee's health, dental, basic life, supplemental life, and long-term disability insurance programs in which the employee is enrolled.

b. Regular, part-time employees who work at least half-time will receive a pro rata share of the County's biweekly contribution toward employee's insurance premiums.

c. During open enrollment or within 30 days of a qualifying event, any benefits eligible employee covered by this Agreement may make an annual written application to the Human Resources for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group medical 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.

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

e. Should the Congress or the state pass legislation enacting health-care reform, the County and the Union agree to meet and confer in regard to the provisions of this Agreement affecting medical benefits.

f. Employees will be eligible to participate in an enhanced long-term disability program providing benefits of sixty-six percent (66%) of salary up to a monthly maximum of two thousand five hundred dollars ($2,500) with the premiums to be paid by the employee.

g. The Vision Service Plan (VSP) is a mandatory benefit for employees (optional for dependents).

h. Employees will be eligible to enroll in the County's Dependent Care Assistance Program (DCAP), Long-Term Care Insurance (at the employee's own cost), and (MRA) a flexible spending account (FSA).

i. Members shall be eligible to participate in the County's Catastrophic Leave Donation Program.

j. 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.

k. 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").

l. 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.

m. 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.

1. Retirement

a. Safety Retirement.

Cost neutrality to the County as provided below; and

In recognition of, and in an effort to address, (i) the ongoing vacancy rate in this Bargaining Unit during the FY2025 negotiating cycle and (ii) the fact that (a) no external comparators included in the Survey (as defined in Section IV (A)) nor (b) any bargaining unit other than the Probation Managers Association requires an additional employee-paid contribution to employer pension costs for the reasons set forth herein, the County will eliminate the remaining 3.0% pretax safety-retirement offset effective the first full pay period following the later of (i) July 1, 2025 or (ii) adoption of this agreement by the Board of Supervisors.

b. County Contribution to Safety

Effective the first pay period in July 2018 or the first full period following ratification and approval, whichever is later, the County will eliminate its remaining Employer Paid Member Contribution (EPMC) of 0.63% of an employee's biweekly salary toward the employee's retirement contribution.

D. Deferred Compensation and Other Benefits

1. 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.

2. The County shall make available provisions within the Internal Revenue Code section 125 which allow employee-paid premiums to be paid with pretax dollars,

3. The County will provide badges and badge holders for all newly hired Deputy Probation Officers and Juvenile Corrections Officers. The County will also replace the badge and holder for any Deputy Probation Officer or Juvenile Corrections Officer who loses or damages the badge and/or holder through no fault of their own.

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

E. State Disability Insurance (SDI).

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employee. Employee must file claims with the insurance office for state disability insurance and long-term disability. Employees will have the full premium cost for state disability insurance coverage automatically deducted from their paycheck, and no County contribution will be made toward participation in the plan.

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

F. Sick Leave.

1. Each regular employee shall be entitled to accrue .0462 hours (3.696 hours per 80-hour pay period worked) of sick leave for each regular-paid status hour worked. Sick leave accruals shall be pro-rated for regular employees who work less than full time.

2. There will be no cap on unused sick leave.

3. Sick leave with pay up to the total number of hours accumulated shall be granted by the department head in case of bona fide illness or 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. The Union recognizes the County's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

4. Sick Leave Borrowing

   During the first six (6) months of employment as a new regular-hire County employee, an employee may, one time only, take sick leave not to exceed five (5) days (40 hours); however, if an employee takes excess sick leave, such excess sick leave will be subtracted from future accumulations until accumulation equals excess sick leave actually taken.

   An employee who separates from employment while in arrears on sick leave shall be required to agree to a repayment plan for such sick leave days.

5. Absence not to exceed six (6) days (48 hours) per calendar year for the care of a regular employee’s spouse, child under the age of 18, or person of a familial relationship shall be deemed sick leave.

6. Contingent-Hire Employees. Pursuant to State Law, effective July 1, 2015, temporary employees (contingent hire employees) are eligible to receive 24 hours of sick leave per year after more than 30 days of employment with the County.
   A. One day is equivalent to 7.5 hours or 8.0 hours, dependent on the employee's job classification.
   B. Unused accruals shall carry over from year to year, except that accruals are limited to six (6) days.
   C. All notice requirements and rules regarding the appropriate use of sick leave apply to contingent hire employees.

7. Industrial Accidents.

   a. 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

      a. Time off work is warranted for the injury or for treatment and
      b. The duration of time off work is warranted.

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

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

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

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

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

d. Pursuant to Cal Reg §9781, the employee may request a one-time change of physician with a notice provided to their assigned claims administrator.

e. Per LC 4600 (d)(a) If an employee has notified his or her employer in writing prior to the date of injury that he or she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury.

f. A pre-designation form is available on the MINE.

g. This clause shall apply unless other applicable laws govern.

8. Bereavement Leave.

Leave with pay up to five (5) standard working days per loss (40 hours) shall be granted by the department head in case of the death of an immediate family member, parent, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, grandchildren, 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.

9. Effective July 9, 2000, the County will provide service credit of twenty-five percent (25%) of maximum accrued sick leave toward retirement. Effective July 7, 2002, the County will provide service credit of fifty percent (50%) of maximum accrued sick leave toward retirement. Effective August 22, 2010, the County will

* The pre-designated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a workers' 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 pre-designation form on file with the employer.

provide service credit of seventy-five percent (75%) of maximum sick leave toward retirement.

G. Leaves of Absence.

1. Regular employees on authorized leaves of absence shall not lose any rights accrued at the time leave is granted.

2. Unless otherwise agreed between the Union and the department head, as a result of workload schedules, employees may be allowed leaves of absence without pay, not to exceed thirty (30) calendar days (240 hours) within a calendar year. Requests for leave without pay shall be subject to approval by the department head.

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

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

H. Jury Duty.

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

I. Physical Examinations.

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

J. Mileage.

Effective October 1998, an employee who is authorized by the department head to use a private automobile in the performance of the employee's duties shall be paid for the job-related mileage driven at the Internal Revenue Service (IRS) established reimbursement rate.

K. Job Exchange.

The County shall encourage employees of job classifications described in Section I to take leave without pay for the purpose of trading positions in criminal justice or related fields with qualified individuals employed outside the department subject to the following conditions:

1. The department head must approve the request to trade positions and to the leave without pay.

2. An arrangement to trade positions shall be limited to one (1) employee of those covered by this Agreement for a period not to exceed six (6) months.

3. During the employee's leave from regularly assigned duties with the County, the employee shall not lose any rights accrued at the time such leave is granted, provided, however, the County shall not be obligated to pay nor incur any obligation to an employee who trades positions for any payment beyond that which is normally granted to an individual while at work.

L. Openings Posted.

Notice of all department special assignments shall be posted in each departmental office a minimum of fifteen (15) days in advance of all openings where feasible.

M. Education.

The parties hereto agree that continuing education is an important aspect of professional growth. Employees shall be afforded an opportunity to partake in educational opportunities, subject to the concurrence of the County Administrator upon recommendation of the department head.

N. 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 CAO. 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.

Section VII. Grievance Procedure

A. Definition, Scope, and Right to File.

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

   a. Collective bargaining agreement.
   b. County ordinances.
   c. Resolutions.
   d. Rules.
   e. Regulations.
   f. Existing practices affecting the status or working conditions of County employees.

2. Appeals of appointment, disciplinary action, examination appeals, probationary release, discrimination complaints, classification appeals and performance evaluations are not grievable hereunder.

3. A grievance may be filed by an employee on his/her own behalf or jointly by any group of employees or by a recognized employee organization.

4. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.

5. 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 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.

B. Informal Grievance.

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

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

C. Formal Grievance.

1. 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 form provided by the Director of Human Resources for this purpose. The form shall contain:

a. Name(s) of grievant.

b. Class Title(s).

c. Department(s).

d. Mailing address(es) or email address.

e. A clear statement of the nature of the grievance citing applicable ordinance(s), rule(s) or regulation(s), or contract language and specifying what provision(s) have been violated and how such violation(s) occurred.

f. The date upon which the event giving rise to the alleged grievance occurred.

g. The date upon which the informal discussion with the supervisor took place.

h. A proposed solution to the grievance.

i. The date of execution of the grievance form.

j. The signature of the grievant (electronic signature is acceptable).

k. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative (electronic signature is acceptable).

2. 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.

3. Step 2

a. 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 with a copy to the department head.

b. Within fourteen calendar days after such notification, the County Administrator shall begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he deems necessary, and will render a decision in writing within fourteen (14) calendar days of the conclusion of the hearing or findings of fact.

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

d. If the decision of the County Administrator does not resolve the grievance to the satisfaction of the grievant, he shall advise the grievant, in writing, of his decision and the alternatives under step 3, should the grievant choose to proceed further.

4. Step 3

a. A final appeal to step 3 may be filed, in writing, with the Human Resources Department and a copy to the department head not more than seven (7) calendar days from his/her receipt of the County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

b. Alternative A.

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

c. Alternative B.

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

1. The County Administrator and the Union agree on the issues to be arbitrated, or
2. The grievance pertains to the specific terms of any existing collective bargaining agreement.

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

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

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.

d. If the County Administrator and the grievant fail to agree on the issues to be arbitrated within fifteen (15) workdays, the grievance will be processed using Alternative A.

D. General Conditions.

1. The Human Resources Department shall act as a central repository for all grievance records.

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

3. Mediation is optional at each step of the grievance procedure.

4. An aggrieved employee may be represented by any single 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.

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

6. Grievances may be amended only by mutual agreement in writing.

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

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

9. Any resolution of a grievance will not result in the modification or elimination of any existing written policy, procedure or Agreement provision.

Section VIII. Reduction in Force

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

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

A. Introduction.

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

B. Order of Layoff.

1. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. Contingent-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 cannot displace a full-time, permanent employee. A full-time, permanent employee can displace a permanent, part-time employee. Employees in lower-level classes underfilling the affected classification will be laid off first.

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

a. Seniority will be based on date of hire in the affected classification and will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be based on date of hire into the classification AND the full time equivalency (FTE).Time spent on leave of absence without pay beyond 12 consecutive weeks will not count toward seniority. Time spent as a contingent-hire, provisional, emergency, temporary, or special appointment employee will not count toward determining seniority.

b. If the seniority of two (2) or more employees in the affected classification is equal, departmental seniority shall be determinative. Department seniority is the total time (based on date of hire) employed in the department, regardless of classification.

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

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

e. If the date of certification is equal, the date of application is determinative.

f. If the date of application is equal, then seniority will be determined by flipping a coin.

3. The break in service of an employee who is reinstated pursuant to Section VI shall be counted as County service.

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 designate a more senior employee to be laid off upon a showing of a demonstrable superiority in performance and/or qualifications of the employee to be retained. If that determination is made, the laid off employee may appeal to the Personnel Commission seven (7) calendar days after written notice of lay off. The Commission will hold a hearing within twenty-one (21) calendar days after receipt of the appeal and make a decision within seven (7) calendar days thereafter, which is final.

C. Bumping.

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

D. Transfer.

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 prior to the effective date of layoff. The length of eligibility for such transfer will be the period of notification as provided in Section VII but no longer than the effective date of such layoff or reduction in force. An employee who does not accept the transfer will be laid off.

E. Reemployment Following Reduction in Force.

1. Individuals who have been laid off or demoted in lieu of layoff 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 reappointment of individuals who have been laid off.

2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within eighteen (18) months after the layoff or demotion.

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

4. Whenever a person is unavailable for reemployment, the next senior person who is eligible on the department reemployment list shall be offered reemployment in the same manner and under the same conditions as in Section VIII(E)3.

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

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

7. Employees reappointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reappointment.

F. Notice to Employees and Recognized Employee Organizations.

Regular employees designated for layoff or demotion and recognized employee organizations shall be notified in writing at least four (4) calendar weeks prior to the anticipated date of termination or demotion. The notice will inform employees of their bumping rights, if any. Bumping rights must be exercised within seven (7) calendar days of notice of layoff.

Section IX. Service Improvements

Union shall have the right, and is encouraged to utilize the right, of formulating and presenting proposals for improved work methods and changes in standards of public service. County agrees to make all statistical data which it routinely receives and assembles available to Union upon request. Such recommended changes shall first be discussed with the department head and County Administrator but may be presented to the Board of Supervisors subsequent to such discussion without the endorsement of the County Administrator.

A. Labor/Management Committee.

1. The Union and the County shall continue the joint Labor/Management Committee composed of up to six (6) members. The County shall appoint up to three (3)

members, one of whom shall be from Human Resources or a designee. The Union shall appoint three (3) members one of who shall be the Teamsters Local 856 Field Representative. Employee representatives will be permitted release time in accordance with Section III of the collective bargaining agreement. Within ninety (90) days of ratification of this Agreement, the Union and County agree to convene a Labor/Management Committee meeting.

2. Committee Goals.

The Committee shall be jointly chaired by the Union and the County. The Committee's goal is to attempt to resolve issues during the term of the Agreement and to promote good employer-employee relations. The Committee shall discuss issues of mutual interest to the parties, including:

a. Training and cross-training of employees to support career development.

b. Workload for Deputy Probation Officer IV's

B. Joint Labor/Management Safety Committee.

The County and Union agree to continue the Joint Labor/Management Safety Committee consisting of three (3) Union representatives from the bargaining unit, one (1) Union staff, and four (4) management representatives. The Safety Committee shall discuss officer safety issues, including equipment, exclusive of weaponry, and fitness/wellness. The Committee shall make recommendations based on consensus, which shall be presented to the department head.

Section X. Rights Of Employees

No regular employee, other than a probationary employee, shall be discharged for incompetence or inefficiency unless said employee has been notified in writing at least forty-five (45) days prior to termination of the deficiencies in the employee's performance and provided a reasonable opportunity to correct them within said forty-five- (45) day period. An employee is entitled to only one (1) forty-five- (45) day notice during any twelve (12) consecutive month period. Any employee who has previously received a forty-five- (45) day notice and who has satisfactorily corrected the deficiencies shall thereafter be entitled to only ten (10) days' written notice of termination during said twelve- (12) month period.

Section XI. Reemployment Clause

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

Section XII. Existing Policies and Procedures

A. Discrimination.

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

All complaints of discrimination shall be addressed in accordance with the provisions of PMR 21.

No member, official, or representative of Teamsters Local 856 shall in any way suffer any type of discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of Teamsters Local 856.

Section XIII. Saving Clause

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

Section XIV. Waiver Clause

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

Section XV. Union Security

A. 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.

B. 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.

C. 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.

Section XVI. Dues Deduction

Section XVII. County Rights

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

B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with this Agreement.

C. This Agreement 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.

D. Upon implementation and for the duration of this Agreement, 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 Union may testify.

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

Section XVIII. Strikes And Lockouts

A. 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.

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

C. 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 and agency-shop/fair-share deductions. The biweekly amount that would usually have 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.

Section XIX Contracting Work

Any work performed by Deputy Probation Officers, currently represented by Teamsters Local 856, that is mandated or within the class specifications, shall not be contracted out during the lifetime of this contract. The parties agree to meet and confer, as required by law, before changing the service model at juvenile hall. Any modification to the service model will conform to all applicable State and Federal regulations and the County intends to promote a youth continuum of services that are trauma responsive and culturally informed.

Any working group established by the County of Marin as part of exploring Juvenile Justice reform measures will include one seat for a representative from Teamsters, Local 856 and one seat for a working non-management current and/or former JCO in the bargaining unit.

Multiple efforts will be made to avoid the need for reductions in force including, but not limited to:

1. Transfer and Promotional Opportunities – JCO to DPO promotional pathways for those meeting the minimum qualifications.

2. Reassignment to new and existing juvenile programs which will be developed in conjunction with the Juvenile Hall transition, including but not limited to:

    - Booking/Transportation/Visitation/Court Appearances
    - Evening Reporting Center (ERC)
    - Supervision of youth activities beyond the facility
    - Supervision of weekend diversion program
    - Home Supervision/Electronic Monitoring
    - Pre-trial

Section XX Career Advancement

A Juvenile Corrections Officer III who is selected from an eligible list as a Deputy Probation Officer II upon recommendation of the department and approval by Human Resources is eligible to be Y-rated at the current rate of pay (but not to exceed 10% above the top step of the Deputy Probation Officer II class) until the rate of pay of Deputy Probation Officer II at step 5 is equal to or exceeds the employee's rate of pay.

Section XXI Juvenile Hall Shift Bidding

The parties agree that:

Juvenile Hall will conduct two (2) shift bids per year at six- (6) month intervals. These bids shall be effective on the first pay periods in July and January. The Superintendent and/or supervisors will distribute shift schedules to be bid upon at least sixty (60) calendar days prior to the day on which the bid will take effect. Actual bidding will take place at least thirty (30) calendar days prior to the day the bid will take effect.

Employees at the Juvenile Corrections Officer III level shall bid on their shifts first in order of seniority as a Juvenile Corrections Officer III, followed by employees at the Juvenile Corrections Officer I and II levels. Juvenile Corrections Officer at the I and II levels shall bid on their shifts based on seniority order, defined as when the employee was hired into the Juvenile Corrections Officer job class series. Employees may only bid on shifts within their classification.

Employees will be assigned a day on which to submit his/her bid. Bids must be submitted on the designated day. If an employee is absent on bid day, the employee may give a proxy bid to a supervisor to bid for the employee. In an event the employee fails to bid in the required time, he/she will lose their turn and fall to the bottom of the list.

Any employee who bids on the same shift pattern for Eighteen (18) months, may not continue on that shift pattern and a change will occur.

The Superintendent Director will have the discretion to assign a day shift pattern for new employees during their probationary period and/or bilingual employees.

A Juvenile Corrections Officer (Union) representative will work with management in processing the shift bids.

The superintendent Director will have the discretion to reassign any employee to meet the needs of the institution.

Section XXII. Settlement Intent

In the event that County of Marin reaches a ratified agreement with another labor organizations whose contract expires in June 2025, and the County provides that union a negotiated Cost of Living Salary increases (not including class specific equity adjustments or class specific certification/specialty pays) and/or any additional non classification specific one-time payments that are paid before September 15, 2025, which are greater than those this unit agreed to in this Agreement, the County agrees to provide the higher COLA* or one-time payment to Teamsters 856/Probation Unit, unless the negotiated salary increases is part of a package proposal that contains concessions (any offsetting reduction in pay or benefits). In such event, Teamsters 856/Probation Unit can vote to accept the entire package or refuse the entire package but cannot receive the increase without the corresponding concessions.

In the event that County of Marin reaches a tentative agreement with another labor organization whose contract expires June 2025 and the County provides an increase to the fringe benefit package that is greater than the benefit in this agreement, Teamsters 856/Probation Unit may elect to substitute the higher fringe benefit package for the fiscal years of the agreement, unless the negotiated fringe benefit increase is part of a package proposal. In such event Teamsters 856/Probation Unit can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concessions.

Section XXIII. Termination Date

This Agreement shall be in effect from July 1, 2025 to and 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 to terminate or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____ 2026.

TEAMSTERS LOCAL 856
PROBATION

10.30.26
Farber, Susanna — Date
Chief Negotiator

COUNTY OF MARIN NEGOTIATION COMMITTEE

11.10.2026
Dunphy, Burke — Date
Chief Negotiator

TEAMSTERS LOCAL 856
DEPUTY DISTRICT ATTORNEY

10/30/26
Cintron, Yalile — Date
President

COUNTY OF MARIN

11.03.2026
Li, Lisa — Date
Director of Employee and Labor Relations

COUNTY OF MARIN

11-9-26

Bischof, Lucienne Date
Senior Employee and Labor Relations Analyst

RATIFIED:

TEAMSTERS LOCAL 856
PROBATION

ATTEST:

APPROVED:

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

ATTEST:

ATTACHMENT A

Bilingual Staff

Position #	Classification	Employee Name
128924001	SENIOR DEPUTY PROBATION OFFICER	DURAN, LOURDES G
128924007	SENIOR DEPUTY PROBATION OFFICER	DONOHO, HEATHER M
128924008	SENIOR DEPUTY PROBATION OFFICER	MANCILLA, SANDRA
128924009	SENIOR DEPUTY PROBATION OFFICER	CARRANZA, ELIZABETH
129424002	DEPUTY PROBATION OFFICER II	FELIX COVARRUBIAS, ROSA ELIANA
129424005	DEPUTY PROBATION OFFICER II	RAMIREZ, LILIANN
129424013	DEPUTY PROBATION OFFICER II	CINTRON, YALILE F
129424020	DEPUTY PROBATION OFFICER II	GARIBAY, JOVANA
129424021	DEPUTY PROBATION OFFICER II	GODOY, BRENDA L
129424025	DEPUTY PROBATION OFFICER II	MOREANO, HUGO F
129424026	DEPUTY PROBATION OFFICER II	TORRES, JAIME S
129424028	DEPUTY PROBATION OFFICER II	VERGARA, ANTONIO D
129624004	DEPUTY PROBATION OFFICER II	BARAJAS, JOSE IGNACIO
129624006	DEPUTY PROBATION OFFICER II BILINGUAL	ARAICA, HUGO A
129624007	DEPUTY PROBATION OFFICER II BILINGUAL	RAMIREZ, ULISES A
129624009	DEPUTY PROBATION OFFICER II BILINGUAL	MIRANDA, YULIANA V
158324003	JUVENILE CORRECTIONS OFFICER II	ZULETA-RUIZ, RACHEL
158424002	JUVENILE CORRECTIONS OFFICER III	PADILLA, OMAR I
New Hire Starting 8/22/2022		
129424017	DEPUTY PROBATION OFFICER II	DELGADILLO, JASMINE (Eligible for reclassification upon demonstrated proficiency, by being tested and certified as determined by the Human Resources)
Not Certified But High Competence		
129424023	DEPUTY PROBATION OFFICER II	GRANT, JOHNATHAN B (Eligible for reclassification upon demonstrated proficiency, by being tested and certified as determined by the Human Resources)

SIDE LETTER AGREEMENT

PMR Revisions

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

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

SIDE LETTER AGREEMENT

Joint Labor Management Committee

Pursuant to the parties Joint Labor/Management Safety Committee language in Section IX of the Memorandum of Understanding (MOU), the JLMC may also discuss recruitment, retention, staff workload and review related data. If the parties reach consensus on findings and recommendations, Human Resources may submit the findings and recommendations to the County Administrator. The County Administrator, at their sole discretion and including consideration of available financial resources, may make subsequent recommendations to the Board of Supervisors for approval.

SIDE LETTER AGREEMENT

Enhanced Dependent Care Assistants Program (DCAP)

Effective the first full pay period in January 2024, the County will offer a two-year pilot program, through December 31, 2025, to enhance the DCAP, according to IRS Section 125 regulation and appropriate maximum contributions. If the employee contributes a sum per pay period to the employee's DCAP, the County will contribute a matching amount up to a cap of $46.15 per pay period ($1200 a year) to the employee's DCAP.

SIDE LETTER AGREEMENT

Contracting Out Bargaining Unit Work

The Parties agree that the existing language in Section XIX of the Parties' memorandum of understanding shall remain in full force and effect.

The Parties further agree that should the County decide to contract out the limited activities/duties listed below, such contracting out would not violate Section XIX:

- Use of an outside service provider to provide the following services:
    - Mental health care providers
    - Substance use treatment providers
    - Medi-Cal billing
    - Training, consistent with Section IV(J) of the CBA
    - Background checks
    - Support for basic activities of daily living (for example mold remediation providers, alternative child care providers, meal delivery providers)

The county shall give written notice to the Union business representative of issues related to compliance with legal standards and mandates. The parties shall begin meeting and conferring as soon as reasonably feasible, but no later than thirty (30) calendar days after the County provides such notice. If the parties do not resolve the matter at the initial meeting, the parties shall meet on a regular basis (i.e., subsequent meetings to be held within fifteen (15) business days of the prior meeting, provided that the responding party has made reasonable efforts to respond to outstanding requests for information and that the parties mutually agree to extend the time to recommence the meet and confer process).

Nothing in this Side Letter or Section XIX impacts the County's ability to utilize any employee category in PMR 34.2 types of appointments (Provisional and Contingent), Temporary appointments to perform services.

Nothing in this side letter is intended to nor shall operate to void any rights and obligations of the parties under the MOU and/or applicable law.

SIDE LETTER AGREEMENT

Paid Parental Leave

Side Letter Agreement

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 PMRs on the Board of Supervisor's calendar for adoption by the end of October 2025.

Paid Parental Leave Implementation

For first time implementation purposes, 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 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 of time and the County cannot adequately cover the position with a substitute and the leave 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 time appropriately when using the leave.

Approved by:

For the County:

9/2/2025

Signature/Date

For the Union:

Roland M. Katz
Roland M. Katz (Aug 27, 2025 14:43:54 PDT)

Union/Signature/Date

Union/Signature/Date

Susanna Farber (Aug 25, 2025 12:39:33 EDT)

Terry Wright (Aug 29, 2025 12:32:52 PDT)

Brett Hughes (Sep 1, 2025 13:06:17 PDT)

Sean McKrell
Sean McKrell (Aug 22, 2025 14:44:44 PDT)

Yalile Cintron
Yalile Cintron (Sep 2, 2025 07:43:25 PDT)

Sean Kensinger
Sean Kensinger (Aug 25, 2025 09:44:41 PDT)

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.

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.