

COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY MANAGEMENT

EMPLOYEES' ASSOCIATION

COUNTY OF MARIN

July 1, 2018 -
June 30, 2021

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COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

COUNTY OF MARIN

July 1, 2018 – June 30, 2021

Section I: Introduction

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

Section II: Recognition

- A. County hereby recognizes Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees in the representation unit certified by the County Personnel Commission on March 21, 1990 and as subsequently modified. The classifications represented by the Association at the time of Agreement are listed in Attachment A.
- B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.
- C. Each employee shall have provided to him/her, without prejudice, the full representational services of the Association.
- D. Non- members will be charged an hourly rate for any services requested beyond negotiation of the labor contract. The rate for services will be determined by MCMEA Board at the time of services rendered in accordance with its bylaws.

Section III: Existing Laws, Regulations, and Policies

This Agreement is subject to all existing Federal and State laws and ordinances, policies, and regulations of the County of Marin. All employees, unless otherwise specified herein, shall be entitled to all benefits and shall observe all obligations established within the scope of this agreement.

Section IV: County Rights

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

- B. The rights of the County include, but are not limited to, the exclusive right to determine the mission of the 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 of duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means, and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees, consistent with the Agreement.
- C. This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code relating to the merit system or personnel administration. The Personnel Commission shall continue to exercise the authority vested in it by County Code and Personnel Management Regulations (PMRs).
- D. Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of representation.

Section V: Employee Representatives

- A. The Association may, by written notice to the Director of Human Resources, designate certain of its members within the representation unit as employee representatives. Employee representatives shall be permitted reasonable time for Association activities. Total employee time spent on Association business during each week shall not exceed forty (40) hours, and no individual employee shall spend more than four (4) hours per week of County time on Association business. Upon agreement of the parties, additional release time for an individual employee can be extended as circumstances require.

All release time shall be recorded on timesheets using the appropriate payroll code.

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

1. Discuss with an employee a grievance 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 non-employees of the County.
3. Assist association employees in preparation for, or represent employees in, or attend, the appeal and review steps of the grievance procedure in arbitration, and/or in personnel commission meetings and/or hearings.

4. Attend meetings with supervisors or other management officials with respect to association employee grievance adjustments; consultation or general discussion directly related to wages, hours, or working conditions; and matters mutually agreed upon.
5. Prepare for meetings mutually agreed upon by the County and the Association to be scheduled for conferral or other purposes.
6. Release time shall be granted for any other matters reasonably related to Association business by mutual agreement between the parties.

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

- B. All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.
- C. Authorized representatives of the Association shall be allowed to post Association notices on bulletin boards maintained on County premises.
- D. Association's Right to Use of County Email System for Reasonable Association Activity/Business

The Association shall have the right to reasonable use of the County's email system to communicate with its members about Association activity or business. The parties agree that reasonable use includes, generic bargaining updates, announcements concerning agreements reached with the County, arrangements about membership meetings, and the Association newsletter. It will be a violation of this agreement for MCMEA to send any communication that is personally disparaging of any County employee or elected official. This language shall act to supplement the Association's right to use the County's email system pursuant to existing County policy.

- E. Employee representatives may investigate and process formal grievances filed by employees.
- F. In connection with contract negotiations, unless otherwise agreed upon, the bargaining

committee will not exceed six (6) persons. Employee members of the Association bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiation.

Section VI: Membership and Dues Deduction

A. New-Hire Notification

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

B. Dues Deduction

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

C. Hold Harmless - Association

The Association shall defend, indemnify, and save the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County for payroll deductions. This includes not only the County's attorney fees and costs but the cost of management preparation time as well. The County shall notify the Association of such costs on a case-by-case basis.

D. Hold Harmless - Employee

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

E. Modified Maintenance of Membership

Employees shall remain members during the period covered by this Agreement except that such employees may withdraw during the period of thirty (30) days prior to the expiration of this Agreement. It is understood that if an employee does not revoke his/her authorization for Association membership during the period specified above, dues shall continue to be deducted from the employee's earnings for the remaining term of this Agreement without right to further revocation prior to the final thirty (30) days.

F. Revocation

An employee who desires to revoke his/her authorization or Association membership shall notify the Director of Human Resources, in writing, of such revocation during the period of thirty (30) days prior to the expiration of this Agreement. It is understood that if an employee does not revoke his/her authorization for Association membership during the period specified above, dues shall continue to be deducted from the employee's earnings for the remaining term of this Agreement without right to further revocation prior to the final thirty (30) days.

Section VII: Hours of Work

A. Normal Workday

1. For non-exempt classifications of a 40 hour workweek, a normal workday shall consist of eight (8) hours of work per day interrupted by a lunch break of not less than one half (1/2) hour or more than one (1) hour. Under normal conditions, the work schedule of all employees shall include a fifteen (15) minute rest period each half (1/2) shift.

For non-exempt classifications of a 37.5 workweek, a normal workday shall consist of seven and one-half (7.5) hours of work per day interrupted by a lunch break of not less than one half (1/2) hour or more than (1) one hour. Under normal conditions, the work schedule of all employees shall include a fifteen (15) minute rest period each half (1/2) shift).

B. Normal Workweek

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

C. Exceptions

The normal workweek and workday shall not apply to employees with authorized alternative work schedules. Exceptions from work hours defined herein for emergencies or unusual situations may be made by agreement between individual personnel involved and the department.

D. Work Arrangements

Employees, with approval of the individual employee's department head, shall have the option of implementing an individual work schedule appropriate to the employee's duties and responsibilities. Any denial shall be for a work-related reason.

E. Work Shifts – Road Maintenance Division

For employees of the Road Maintenance Division of the Public Works Department, the workweek shall consist of four (4) consecutive days, Monday through Thursday, inclusive.

The workday shall be nine and one half (9-1/2) hours per day, Monday through Wednesday, and nine (9) hours on Thursday with a one half (1/2) hour lunch, a fifteen- (15) minute morning break, and two (2) fifteen- (15) minute afternoon breaks. The work hours shall begin at 7:00 a.m.

F. Hours for Senior Therapist and Chief Therapist

While the annual period for the classification of Senior Therapist is one thousand nine hundred and fifty (1,950) hours, employees in this classification will work a forty- (40) hour work week for eleven (11) months per year. The pay and benefits will be prorated over twelve (12) months. For this class, overtime will be after eight (8) hours per day or forty (40) hours per week or work on a holiday. The Chief Therapist works a forty- (40) hour work week annually.

G. Work Schedule Changes

Except in cases deemed to be an emergency by the department head involved, employees will be given ten (10) days' notice prior to any change in their work schedule.

Section VIII: Overtime

A. Overtime Defined

Overtime is time worked:

1. In excess of forty (40) hours per work week (37.5 hours for 75 hour Employees);
2. On holidays other than Saturday or Sunday;
3. **For the following classifications only, in the Road Maintenance Division in the Department of Public Works**, overtime shall be defined as time in paid status in excess of the full-time work week of 37.5 or 40 hours:

Chief of Construction (only when assigned to Roads)
Engineering Assistant (only when assigned to Roads)
Road Maintenance Superintendent
Road Maintenance Supervisor
Senior Road Maintenance Supervisor
Traffic Safety Maintenance Supervisor

4. **For the following classifications only, who work exclusively in the Department of Public Works**, overtime shall be defined as time worked in excess of 40 hours per work week (or 37.5 hours for 75-hour employees). For the purposes of calculating overtime eligibility, holidays and paid sick leave shall be considered time worked. In addition, employees who work alternative work schedules and use paid time off to supplement legal holidays shall have such paid time off hours considered as time worked.

Airport Manager

Assistant Engineer
Building and Maintenance Manager
Building and Maintenance Supervisor
Chief Real Property Agent
Chief of Construction (When **NOT** assigned to Roads)
Communications Manager
Custodial Supervisor
Engineering Assistant (When **NOT** assigned to Roads)
Fleet Manager
Fleet Supervisor
Junior Engineer
Principal Transportation Planner
Public Works Program Manager
Stormwater Program Administrator
Supervising Communications Technician
Supervising Hazardous Materials Specialist
Supervising Purchaser
Supervising Reprographic Technician

Eligible employees shall be paid for all overtime worked at one and one half (1-1/2) times the base 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.

For employees in classifications that are not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA), the regular rate of pay for the purposes of calculating overtime under the FLSA shall only apply when the employee works in excess of their full-time work schedule of either 40 hours or 37.5 per work week.

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

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

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

Members of the Association shall be eligible for overtime/compensatory time as designated to their class in the salary tables denoted "OT rate" and "comp. rate." If an employee promotes or demotes into a classification where compensatory time is not able to be accrued, upon the promotion or demotion, the employee will receive a lump sum payment for all earned and accrued compensatory time.

Under unusual circumstances of major projects or excessive overtime over a sustained period of time, upon written request from the department head, the County Administrator, upon review and approval by the Director of Human Resources, may authorize on a case-by-case basis overtime or compensatory time at straight time for

employees in exempt job classes, subject to confirmation from the Department of Labor as consistent with its guidelines regarding exempt employees.

This will not impact employees currently eligible for overtime or compensatory time.

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

B. Call Back

Any employee who has departed from a work location and is called back is guaranteed a minimum of four (4) hours employment at his or her rate of pay unless the overtime work immediately precedes their regular shift. This provision only applies to situations in which an employee is required to physically return to a County work location.

For classifications where staff are non-exempt, call back rate of pay 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 paragraph A of this section).

C. Standby

Employees assigned to standby status shall be paid one (1) hour's pay at the employee's hourly salary for every four- (4) hour period or fraction thereof assigned to standby status. 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.

D. Administrative Response Compensation (ARC)

Administrative response compensation will be provided for employees in Association-represented job classes as designated by the department head and Human Resources. The following is a non-exhaustive list of classifications that may be eligible for ARC:

DEPUTY PUBLIC HEALTH OFFICER
CUSTODIAL SUPERVISOR
CHIEF PARK RANGER
ROAD MAINTENANCE SUPERINTENDENT
ROAD MAINTENANCE SUPERVISOR
SUPV TECHNOLOGY SYSTEMS SPECIALIST
SOCIAL SERVICE PROGRAM MANAGER
BHRS DIVISION DIRECTOR
BHRS UNIT SUPERVISOR-BILINGUAL
BHRS UNIT SUPERVISOR
BHRS PROGRAM MANAGER
PUBLIC HEALTH PROGRAM MANAGER
PUBLIC HEALTH DIVISION DIRECTOR
SOCIAL SERVICE DIVISION DIRECTOR
SOCIAL SERVICE UNIT SUPERVISOR
DETENTION NURSING SUPERVISOR
EMERGENCY MEDICAL SERVICES ADMINISTRATOR

NURSING SERVICES MANAGER
SUPERVISING MENTAL HEALTH NURS/UNIT SUPV
SUPERVISING PUBLIC HEALTH NURSE
PUBLIC HEALTH NURSE PROGRAM SUPERVISOR
ASSISTANT COMMUNICATIONS DISPATCH MGR
COMMUNICATIONS DISPATCH MGR
COMMUNICATIONS MANAGER
HHS FACILITIES MANAGER

Designated employees must be available to respond by telephone to staff who work in twenty-four- (24) hour facilities or to staff who provide twenty-four- (24) hour, emergency protective response to children or adults or are responsible for public health and safety. ARC shall be defined as any status which requires the employee to restrict their activities and/or location in some way because the employees may be required to return to a worksite and/or make administrative decisions.

The duties of the administrative response assignment require that the employee be available by phone from 5:00 p.m. to 8:00 a.m. on weekdays and twenty-four (24) hours on Saturdays, Sundays, and MCMEA contract-defined holidays. Effective August 30, 2015, Administrative response compensation (ARC) will be paid at the rate of an additional \$3.50 per hour.

When this response requires that a supervisor/program manager return to the workplace, the employee will cease receiving ARC and begin receiving call back pursuant to this section.

Section IX: Leaves

A. Leave of Absence Without Pay

All leaves of absence without pay shall be subject to the approval of the department head.

B. Preservation of Rights

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

C. Time of Commencement

Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all accrued sick leave, if eligible, vacation and approved personal leave, except that the employee may retain up to ten (10) days' (80 hours or 75 hours, based upon the job classification) accrued vacation time.

In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued leaves, including but not limited to, sick, vacation, floating holiday, personal, and management leave, except that the employee may retain up to ten (10) days' accrued vacation time.

D. Jury Duty

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

E. Promotional Examinations

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

F. Family-Care Leave

Regular and extra 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.

G. Participation in Children's Activities

Regular-hire employees may take up to eight (8) hours per month, forty (40) hours per school year, to participate in their school-age children's activities. Part-time employees may use the leave on a pro-rata basis. The leave is unpaid, but employees may use accrued vacation, floating holiday, or comp time (if applicable).

H. Professional Leave

Employees in the following job classes shall be provided with a maximum of five (5) days (40 hours) leave each fiscal year without loss of compensation subject to departmental approval for the purpose of attending professional and/or educational activities i.e.: continuing education to maintain licensure.

Public Health Nursing Program Supervisor
Detention Nursing Supervisor
Nursing Services Manager
Supervising Mental Health Nurse – Unit Supervisor
Supervising Public Health Nurse

BHRS Unit Supervisors
BHRS Unit Supervisors Bilingual
BHRS Program Managers
BHRS Division Managers

Assistant Chief Child Health Services
Chief Therapist
Senior Therapist

I. Management Leave

The County will credit each full-time management employee who is exempt under the Fair

Labor Standards Act (FLSA) and not eligible for time-and-a-half overtime under this Agreement with forty (40) hours of management leave every July 1.

Employees in seventy-five- (75) hour, eligible job classes, part-time employees in eligible job classes, and employees hired into eligible job classes after the effective date will be credited with a pro-rated amount of management leave. Employees newly appointed between July 1 and October 31 shall be credited with five (5) days of management leave for that fiscal year. Any such employee appointed between November 1 and February 28 shall be credited with two and a half (2-1/2) days of management leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with one (1) day of management leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no management leave for that fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

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

Section X: Sick Leave

A. General

1. Each regular, full-time employee covered by this Agreement shall be entitled to one working day of sick leave with pay for each month or fraction thereof served. Sick leave accruals shall be pro-rated for regular employees who work less than full time.
2. Association recognizes the County's right to determine by reasonable means the validity of any sick-leave usage by an employee at any time.
3. Sick leave with pay up to a total of hours accumulated shall be granted by the department head in cases of bona-fide illness or bona-fide injury to an 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 or as a requirement for returning to work.
4. Leave with pay up to six (6) standard workdays per year shall be granted by the department head for an employee who must care for a son, daughter, spouse, domestic partner, or person of a familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave.
5. During the first six (6) months of employment, an employee may borrow sick leave in excess of the number of hours accumulated aforesaid, not to exceed the standard workweek for a regular, full-time employee. However, if an employee

borrowed sick leave, such sick leave borrowed shall be subtracted from future accumulations as above provided until accumulations equal excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in paragraph one (1) above. 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.

6. 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.

Eligible employees shall receive 24 hours of sick leave each fiscal year.

Eligible employees may not use paid sick leave until after 90 days of hire.

Unused accruals do not roll over from one fiscal year to the next fiscal year.

All notice requirements and rules regarding the appropriate use of sick leave apply to contingent-hire employees.

B. Bereavement

Leave with pay up to five (5) non-consecutive standard workdays over a 90-day period and within no more than three separate timeframes, shall be granted by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, sister, brother, son, daughter, son or daughter of a spouse or a registered domestic partner of a regular employee.

In cases of special circumstances or death of other persons bereavement leave may be granted upon approval of the department head. Bereavement leave shall be charged against accumulated sick leave.

C. Exceptions

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

D. Industrial Accidents

1. In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge against sick leave, during the first 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.
2. 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.
 3. 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.

4. Pursuant to Cal Reg §9781, the employee may request a one time change of physician with a notice provided to their assigned claims administrator.
5. 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.
6. A pre-designation form is available on the MINE.

Section XI: Vacations

A. Accrual Schedule

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

Months of Service	Hourly Standard Accrual	Maximum Workdays Per Year*
0 through 24 months	.0385	10
25 months through 108 months	.0577	15
109 months through 228 months	.0770	20
229 months through 348 months	.0962	25

Greater than 349 months	.1154	30
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*Two thousand eighty (2,080) hours per year for those in positions working eighty (80) hours per biweekly pay period; one thousand nine hundred fifty (1,950) hours per year for those in positions working seventy-five (75) hours per biweekly pay period. Vacation days are eight (8) hours for those working eighty (80) hours per biweekly pay period and seven and one half (7-1/2) hours for those working seventy-five (75) hours per biweekly pay period.

B. Unpaid Leave of Absence

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

C. Vacation After Six Months

The department head may authorize vacations up to the number of days/hours actually accrued after six (6) calendar months of continuous employment.

D. Vacation Leave Usage

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

Employees shall be given their preference in vacation time as approved by the department head or designee within the limits of the vacation schedule established by the department head. After reasonable notice to the Association, each department shall establish a system for assignment of vacations which affords reasonable recognition of seniority and annual rotation.

Employees with approved vacations which are later canceled by the County may have unavoidable, out-of-pocket costs associated with such vacations. The County will reimburse such reasonable, out-of-pocket costs in accordance with County policy.

E. Unused Vacation Time.

Accumulated, unused time shall not exceed three hundred forty (340) hours for employees working seventy-five (75) hours per pay period and three hundred sixty-three (363) hours for employees working eighty (80) hours per pay period. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the County Administrator in the County Administrator's sole discretion in cases where such is beneficial to the County. When an employee reaches the applicable maximum accrual, he or she shall cease earning vacation time until his or her balance falls below the maximum accrual.

Where an employee's vacation is denied or canceled by the County after the employee has reached his or her cap of vacation time accrual or resulting in the employee reaching the cap, the employee may request of his or her department head that the accumulation cap be temporarily suspended by the County Administrator until such time that the County permits the employee to use vacation. Such requests shall not be unreasonably denied. Where such a request is approved, accumulation shall continue from the date in which the vacation was denied or canceled.

F. Holiday and Illness During Vacation.

When a holiday falls within an employee's vacation period, that day will not be charged against the employee's accrued vacation leave. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

G. Vacation Payment at Termination.

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

Section XII: Holidays

A. Regular Holidays.

1. Regular employees shall be entitled to the following holidays with pay.

Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
New Year's Day	Martin Luther King, Jr., Day
Presidents' Day	Memorial Day

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

2. When a holiday falls on a Saturday or a Sunday, the Friday preceding the 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.
3. December 24 and 31 shall be observed as half-day holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday and providing that those days are not deemed holidays above.
4. To be eligible for the holiday pay, employees must be in paid status on both the day

before and the day after the holiday.

B. Floating Holidays.

1. Each regular employee on the payroll as of July shall be credited with two (2) floating holidays for that fiscal year. Employees newly appointed between July 1 and December 31 shall be credited with two (2) standard workdays as floating holidays for that fiscal year. Employees newly appointed between January 1 and May 31 shall be credited with one (1) standard workday as floating holiday for that fiscal year. Employees newly appointed between June 1 and June 30 shall not be credited with any floating holidays 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.
2. With the approval of the department head, floating holidays may be taken at any time or times during the year.
3. Floating holidays shall not accrue from one fiscal year to the next.
4. Upon termination, unused floating holidays shall be paid at the 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 one (1) work day if the termination occurs between July 1 and December 31 or two (2) work days if the termination occurs between January 1 and June 30 or per the prorated schedule for new employees.

C. Equal Holidays.

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

Section XIII: Personal Leave

- A. Five (5) workdays per year shall be deemed personal leave which may be taken at any time or times during the year, after accrual, with the approval of the department head.
- B. Each regular employee on the payroll as of July 1 shall be credited immediately with five (5) personal leave days for that fiscal year. Employees newly appointed between July 1 and October 31 shall be credited with five (5) days of personal leave for that fiscal year. Any such employee appointed between November 1 and February 28 (29) shall be credited with two and a half (2-1/2) days of personal leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with one (1) day of personal leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no personal leave for that fiscal year. 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. Personal leave shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.
- D. Upon termination of employees who have completed their initial probationary period, unused personal leave shall be paid at a straight-time rate so that the total of unused personal leave days to be paid off and personal leave used by the employee shall not exceed two and one half (2-1/2) standard workdays if the termination occurs between July 1 and December 31 or five (5) workdays if the termination occurs between January 1 and June 30 or per the prorated schedule for new employees. Personal leave upon termination will not be paid to employees who have not completed their initial probationary period.

In the above sections, "day" shall be defined as seven and a half (7-1/2) or eight (8) hours depending upon the regularly scheduled hours for each job class.

Section XIV: Promotion

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

When an employee is promoted from a classification of seventy-five (75) hours biweekly to a MCMEA classification of eighty (80) hours biweekly, the salary used to calculate the step shall be the hourly salary for computation purposes only. In addition, further step increases shall be calculated based on the date of promotion.

Section XV: Temporary Promotion

In cases of prolonged absence from duty, vacancy of an approved position, or other emergencies, the appointing authority 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. 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 his or her base hourly rate in the classification in which he/she holds regular status at the time he/she is 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 his/her 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 his or her initial probationary period with the County. For new temporary promotions after July 1, 2010, the appointing authority will notify all department employees of temporary promotional opportunities and will allow department employees 5 working days to express an interest in the assignment. 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. 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 MCMEA 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.

Section XVI: Temporary Special Assignment Pay

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

Section XVII: Pay Differentials

A. Bilingual Pay

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

B. Shift Differential

The classifications Nursing Services Manager and BHRS Unit Supervisor shall be paid a seven-and-one-half-percent (7-1/2%) differential for swing-shift work and a ten-percent (10%) differential for graveyard work. The differential shall apply to the entire shift and shall be based on the actual step of the employee's salary range. Employees working between 4:00 p.m. and 8:00 a.m. for their own convenience are not eligible for shift differentials. Shift differential shall not be paid to employees while on vacation or other leave status. Employees must work a minimum of four (4) hours within the defined shift to qualify for the shift differential.

Swing and graveyard work are defined as follows:

Swing: Hours that fall between 4:00 p.m. and 12:00 midnight.

Graveyard: Hours that fall between 12:00 midnight and 8:00 a.m.

C. Assignment Differential

Job classes assigned to work in the jail will receive a ten-percent (10%) assignment differential for hours actually worked in the jail.

D. Job Related License Differential – Behavioral Health and Recovery Services (BHRS)

Effective August 30, 2015, employees in the following classifications required to have a license for their classification, shall receive a license differential of 2.0% above base salary:

BHRS Unit Supervisor

BHRS Unit Supervisor – bilingual
BHRS Division Director
BHRS Program Manager

Section XVIII: Probationary Periods

- A. All probationary periods, as provided in PMR 35, shall be one (1) year: two thousand eighty (2,080) or one thousand nine hundred fifty (1,950) hours.
- B. A regular employee transferring from one department to another in the same or similar classification (as determined by the Director of Human Resources) shall serve a three- (3) month probationary period in the new department. A regular employee failing to pass the probationary period provided herein shall be allowed to return to the employee's original department in the original job class if a vacant position exists.

Section XIX: Merit Increases

- A. 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.
- B. An employee hired shall be eligible for a step increase upon completion of the specified time intervals in accordance with PMR 41.9(A) and any modifications thereto.
- C. A performance evaluation that meets standards is required for advancement to each successive step of the pay range. Employee performance will be evaluated on the County's regular performance-evaluation document in accordance with County rules, regulations, and policy.
- D. Performance evaluations for regular employees must accompany the payroll personnel action form (Form 101) when a salary step increase is recommended.
- E. An employee who does not receive an available step increase upon completion of the specified time interval shall be reconsidered no later than six (6) months of regular service. If the employee demonstrates overall job performance which meets or exceeds standards as supported by the performance evaluation, the employee shall be eligible for an available step increase.

Section XX: Part-Time, Regular-Hire Employees

All regular-hire employees working less than half (1/2) time per pay period will be ineligible for County medical, dental, and life insurance coverage and/or any other benefit options.

Section XXI: Contingent-Hire Employees

A. Fringe Benefits

An employee who has worked on a contingent-hire basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular-hire basis at that time shall be credited with vacation and sick-leave accruals for contingent-hire time on the basis of actual time (hours) worked up to a maximum of ten (10) standard workdays of vacation and ten (10) standard workdays of sick leave. Contingent-hire employees shall be notified of this benefit at the time of hire.

B. Conversion

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

C. Step Increase

All contingent-hire employees may be advanced one (1) step the first day of the pay period following completion of the total paid service, equivalent to the probationary period or annual period set forth for regular-hire employees in the same classification.

D. Use of Contingent-Hire

The County agrees that the utilization of contingent-hire employees should be in situations where, in the County's judgment, full-time, regular-hire employment is not justified or is not practical and that such utilization shall be in accordance with PMR 34.

If MCMEA determines that a contingent-hire employee exceeded 2080 or 1950 hours worked and the employee has not had a break in service, MCMEA will immediately notify Human Resources. The department will have 15 working days to seek and be granted an extension by the County Administrator or their designee or the contingent-hire employee will be automatically terminated.

In the event that a new contingent-hire employee is considered for the same position during the 90 day break in service, a new request justifying the ongoing need must be submitted to the County Administrator. The County Administrator must approve the request before the position is refilled.

The County agrees to provide the Association with a report on contingent-hire usage every six months, as requested.

E. Fringe-Benefit Applicability

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

F. Personnel Management Regulations

The County and the Association agree that there will be best efforts to provide access to County policies (PMR's) through the HR orientation and/or Department Onboarding process.

Section XXII: Non-stated Benefits

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

Section XXIII: Personnel Files

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

Section XXIV: Re-employment Within Sixty Days

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

Section XXV: Physical Examination

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

Section XXVI: State Disability Insurance (SDI)

Benefits from plans sponsored by the County will be coordinated to integrate all applicable compensation sources due employees. Employee must file claims with their department for State disability and long-term care disability.

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

SDI benefits 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.

Section XXVII: Salaries

A. Salary Increases

Effective the first full pay period of July 2018, or in the in the first full pay period following adoption of the Agreement, whichever is later, the rate of pay for all job classes and employees shall be increased by two and a half percent (2.5%).

Effective the first full pay period in July 2019, the rate of pay for all classes and employees shall be increased by three percent (3%).

Effective the first full pay period in July 2020, the rate of pay for all classes and employees shall be increased by two and a half percent (2.5%).

B. Salary Equity Adjustments

Effective the first full pay period in July 2018, or in the first full pay period following adoption of the agreement, whichever is later, the rate of pay for the following job classes will be increased as follows:

Assistant Chief Fiscal Officer-H&HS	1.05%
Audit Manager	1.05%
Chief Deputy Public Administrator	1.05%
Chief Deputy Recorder-County Clerk	1.05%
Chief Investigator Special Investigations Unit	1.42%
Chief of Sheriff's Fiscal Services	1.05%
Collections Manager	1.05%
BHRS Division Director	1.42%
BHRS Program Manager	1.42%
Epidemiology Manager	1.42%
Public Health Division Director	1.42%
Public Health Program Manager	1.42%
Social Services Division Director	1.42%
Social Services Program Manager	1.42%
Senior Librarian	2.07%
Principal Landscape Architect	2.52%
Quality Improvement Coordinator	2.30%
Supervising Public Health Nurse	5.53%
Airport Manager	2.70%
Emergency Medical Services Administrator	2.73%
Nursing Services Manager	2.73%
Supervising Registered Nurse	2.73%

Victim Witness Program Supervisor 5.63%

Effective the first full pay period in July 2019 the rate of pay for the following job classes will be increased as follows:

Airport Manager	2.68%
Emergency Medical Services Administrator	2.72%
Nursing Services Manager	2.72%
Supervising Registered Nurse	2.72%
Victim Witness Program Supervisor	5.62%

C. Ratification Bonus

Effective the first full pay period of July 2018, or in the first full pay period following adoption of the agreement, whichever is later, regular hire full-time employees whose combined annual compensation, inclusive of base wages and any form of cash back and exclusive of overtime, is less than \$90,000, shall receive a one-time, non-pensionable payment of \$1,000. This amount will be prorated for regular hire part-time employees based on the part-time employee's FTE.

Effective the first full pay period of July 2018, or in the first full pay period following adoption of the agreement, whichever is later, regular hire full-time employees whose combined annual compensation, inclusive of base wages and any form of cash back and exclusive of overtime, is equal to or greater than \$90,000, shall receive a one-time, non-pensionable payment of \$500. This amount will be prorated for regular hire part-time employees based on the part-time employee's FTE.

Effective the first full pay period of July 2018, or in the first full pay period following adoption of the agreement, whichever is later, contingent hire employees who do not have a regular hire appointment will receive the following one-time payment based on hours worked in the July 1, 2017-June 30, 2018 fiscal year:

1,000 hours or more but less than 1,800 hours: \$250
1,800 hours or more: \$500

Section XXVIII: Reimbursements and Provided Equipment

A. Mileage

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

B. Equipment Provided

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

C. Boot Allowance

Employees in classifications who are required to wear appropriate safety footwear as determined by the department head in consultation with the Safety Analyst shall be entitled to compensation for such footwear, including all prescriptions necessary for the function of footwear (i.e. orthotics). The County will provide up to two hundred and fifty dollars (\$250) per year for safety footwear under a vendor-receipt reimbursement system to eligible, full-time employees.

D. Tool Allowance

The County will provide a tool allowance to the Garage Supervisor and Assistant Garage Supervisor of up to two hundred and fifty dollars (\$250) per year upon presentation of receipt(s).

E. Fire Boot Allowance

Effective the first (1st) pay period of ratification and approval of this Agreement and every two (2) years thereafter on July 1, the Chief Open Space Ranger and the Open Space Superintendent, who are required to carry and wear appropriate footwear during fire operations to assist fire fighters in extinguishing wild land fires and participating in fire-control activities, shall receive up to three hundred dollars (\$300) as an allowance towards purchase of non-steel-toes safety boots which are appropriate for fire work as approved per district uniform guidelines.

The County will use a vendor-voucher reimbursement system.

Employees to whom this provision applies who come on the payroll after the reimbursement date shall receive up to one hundred twenty-five dollars (\$125).

F. Uniform Allowance

Field employees of the Department of Parks and Open Space who are required to wear uniforms and who receive a uniform allowance shall receive a uniform allowance of four hundred fifty dollars (\$450) per year. Eligible, full-time employees shall receive one hundred twelve dollars and fifty cents (\$112.50) per quarter, payable to those employees on payroll for the pay period including September 30, December 30, March 30, and June 30.

G. License Renewal

The County will reimburse the cost of one license renewal up to a maximum of \$300 every two (2) years to each regular hire employee in the following classifications:

- 0271 BHRIS Program Manager
- 0272 BHRIS Division Director
- 0277 BHRIS Unit Supervisor
- 0280 BHRIS Unit Supervisor- Bilingual
- 0945 Assistant Chief Child Health Services

- 1003 Supervising Public Health Nurse
- 1016 Chief Therapist
- 1017 Senior Therapist
- 1448 Supervising Mental Health Nurse/Unit Supervisor
- 1469 Nursing Services Manager
- 0281 Quality Improvement Coordinator

H. Cell Phone Reimbursement

The County is required to provide its employees with the tools necessary to complete their job related activities in a safe and professional manner, including the use of cell phones. To this end, County issued cell phones or a reimbursement for personal cell phone use will be made available for all MCMEA employees who have the demonstrated need based on their job responsibilities.

Management holds the final authority to determine if an employee is eligible to receive a County issued cell phone for work use and cannot unreasonably deny an employee's request for a County issued cell phone if their work responsibilities justify the need.

If a County cell phone is not available or the MCMEA member does not elect to carry a County phone; the County will reimburse the MCMEA staff person for work-related usage of their personal cell phones in the amount of \$50.00 (fifty dollars) per month.

This policy does not afford the County access to employee's personal cell phone records. While it is recognized that this policy does not provide the County access to employees' personal cell phone records, the County does not relinquish any legal rights to access County business records maintained on employees' personal cell phones.

Payment will be made to the employee in accordance with County policy.

Employees will be responsible for any and all costs associated with securing and maintaining their personal cell phones. Employees are wholly responsible for personal use of their cell phones.

Section XXIX: Medical, Dental, Life, and Retirement Benefits

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee's regular hire FTE. Hours worked as a contingent hire (i.e., Extra Hire) employee, and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits.

A. Fringe-Benefit Amount

Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments in calendar year 2018 as follows:

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe – Under 70k* (increase to “Under 74k” in 2019)	514.60	596.53	807.29
Bi-weekly Fringe – Over 70k* (increase to “Over 74k” in 2019)	514.60	585.39	785.01

*Annual salary threshold to determine the County’s fringe benefit contributions shall be *under/over* \$74,000 for calendar years 2019, 2020, and 2021.

Effective in December 2018, December 2019 and December 2020, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by zero percent (0%) to five percent (5%) (based on the premium increase to the Kaiser Silver plan or the County’s lowest cost HMO at that time) for benefitted employees at the employee plus one (1) and employee plus family benefit levels.

Any employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package with the exception as expressed below:

- Elimination of Cash Back for New Hires and Employees Not Receiving Cash Back as of July 1, 2018:

Effective July 1, 2018, there will be no cash back of any remaining unused amount of an employee’s bi-weekly fringe benefit package for employees hired on or after July 1, 2018 and for employees who do not receive cash back as of July 1, 2018.

B. Hold Harmless

Effective the first pay period of fiscal year 2012/2013, or when effective for all county employees, whichever is later, the County will implement the new IRS 125 plan. In June 2012, the County shall evaluate the employee’s current out of pocket cost as of the employee’s most recent regular pay period.

The County agrees that as of the first pay period of fiscal year 2012/2013 or when implemented whichever is later, no employee shall pay an additional cost as a result of the transition to the new

plan with the exception of any additional pension and/or tax costs due to the employee receiving cash back. Money received pursuant to this section for each affected employee will be frozen as of the first pay period of fiscal year 2012/2013 or when implemented whichever is later and shall not increase in any subsequent year.

Future employee enrollment elections and increases in insurance costs may decrease the amount received by each employee. All amounts received pursuant to this chapter are taxable and pensionable where legally required.

This shall not apply to any employee hired after the date of implementation.

Effective the end of the final full pay period of the 2018-2021 agreement, the County will eliminate Hold Harmless monies for all represented employees.

C. Domestic Partners

A regular-hire employee may enroll a registered domestic partner and/or the children of a registered domestic partner in the County's benefit plans, including medical, dental, vision, and dependent life insurance, under the same conditions that apply to spouses and dependent children. Employee will be responsible for all taxes incurred under rules set by the Internal Revenue Service and the Franchise Tax Board regarding imputed income.

D. Waiver of Participation

During open enrollment or within 30 days of a qualifying event (as defined by the County of Marin Section 125 Plan), any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and may receive up to one hundred dollars \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package. Otherwise, there will be no additional cash back provided.

E. Retirement Benefit Levels

The County and Association agree that the following provisions shall apply only to new regular-hire employees and employees rehired under PMR 48. It is agreed that these provisions shall not affect employees laid off due to reduction in force and subsequently rehired during the course of the Agreement.

1. The retirement benefit level will be in accordance with California Government Code Section 31676.1 under the County Employees' Retirement Act of 1937.
2. The maximum cost-of-living adjustment (COLA) will be two percent (2%).
3. The computation of retirement allowance will be based on the average of an employee's three (3) years' highest salaries.

F. Unused Sick Leave

County will allow seventy-five percent (75%) of unused sick-leave balance to be used as retirement-service credit.

G. Long-Term-Care Insurance

Members of the Association may participate in the County Long-Term-Care Insurance Program (LTC) at their own expense.

H. Dependent Care Assistance Program (DCAP)

Members of the Association may participate in the County Dependent Care Assistance Program such that employees may set aside monies therefore under Section 125.

I. Retirement Age

For employees who become members of the retirement system on or after January 1, 2008, the minimum retirement age will be adjusted from fifty (50) to fifty-five (55) with the appropriate requirements.

J. Continuation of Benefits for Industrial Injury

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 the employee's medical, dental, life, supplemental-life, vision, and long-term-disability insurance premiums the employee was receiving at the time of the industrial accident. Such contributions will be made for the period of time computed on the basis of one (1) month of each two (2) years of continuous service, not to exceed twelve (12) months.

This provision is to be interpreted and applied in the same manner as this exact language is (and has been) interpreted and applied under the MAPE collective bargaining agreement.

K. Teamsters Local Union 856, Health and Welfare Trust

For the term of July 1, 2018 through June 30, 2021 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"). The County's participation will be effective the plan year beginning January 1, 2019. All terms herein are conditioned upon the County and the Teamsters Trust entering into a contract no later than August 17, 2018, for participation in the Anthem PPO, which shall be accomplished through reasonable, good-faith negotiation.

Future Renewals

Upon the County's receipt of the renewals for its health plans for subsequent plan years (e.g., the Teamsters Trust Anthem PPO Plan ("Teamsters Plan"), Kaiser Permanente ("KP"),

and Western Health Advantage (“WHA”)¹ , if the Teamsters Plan’s required renewal premium rates exceed each of the competing carriers (e.g., KP and WHA) renewal rates by more than 15%, the Teamsters Plan will be automatically discontinued as an offering to all County of Marin participants as of January 1st of the immediately following calendar year. The calculation to determine the total cost of each plan will be:

$$\begin{aligned} & (\text{Employee only total enrollment} \times \text{health plan employee only monthly rate}) + \\ & (\text{Employee+1 total enrollment} \times \text{health plan employee + 1 monthly rate}) + \\ & (\text{Employee+family total enrollment} \times \text{health plan employee + family monthly rate}) = \\ & \text{Plan cost} \end{aligned}$$

To eliminate enrollment (i.e., rate tier) differences, the same enrollment figures will be used for all Plans. The County’s total combined enrollment in its health plans (e.g., Teamsters Plan, WHA and KP), excluding Medicare, will be used in calculating the aggregate rate difference for the Teamsters Plan compared to the competing plans (e.g., WHA and KP). To isolate the true sustainability aspect of the plans, the total premium rates will be used for this calculation.

CALCULATION: All of the County’s health plans will have their total combined enrollment multiplied by each health plan’s renewal rates. For Kaiser, the comparison will be to its highest cost plan (e.g., Plan L). If the Teamsters Plan renewal’s monthly premium is the highest by more than 15%, the County will discontinue offering the Teamsters PPO plan to County of Marin participants effective January 1st of the immediately following calendar year

ILLUSTRATIVE EXAMPLE OF THE CALCULATION:

Enrollment:

	Employee only	Employee + 1	Employee + family
Teamsters Plan	250	250	50
WHA	50	20	10
Kaiser (combined Plan L and Plan S, excluding Medicare retirees)	1200	500	500
Total	1500	770	560

¹ These plans are named for comparison purposes only. Should the County offer health plans that differ from the ones listed, the 15% figure will be based upon the rates of the health plans the County intends to offer. Naming of the plans is illustrative only of the current make-up of the County health plans and is not intended to be deemed as having been bargained.

Enrollment			
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Illustrative Monthly Rates:

	Employee only	Employee + 1	Employee + family
Teamsters Plan	\$745	\$1490	\$2085
WHA	\$780	\$1560	\$2080
Kaiser (Plan L)	\$790	\$1580	\$2100

CALCULATION:

To calculate the comparative costs, multiply the above rates by the above total enrollment:

$$\begin{aligned}
 & (\text{Employee only total enrollment} \times \text{health plan employee only monthly rate}) + \\
 & (\text{Employee+1 total enrollment} \times \text{health plan employee + 1 monthly rate}) + \\
 & (\text{Employee+family total enrollment} \times \text{health plan employee + family monthly rate}) = \\
 & \text{Plan cost}
 \end{aligned}$$

Teamsters PPO: \$3,432,400 (lowest cost of the 3, excluding the lower cost KP Plan, Plan S)
 Western Health Advantage: \$3,536,000 (+3.0%)
 Kaiser Permanente Plan L: \$3,577,600 (+4.2%)

ILLUSTRATIVE RESULT: Based on the above illustrative example, the Teamsters PPO plan is less than the most expensive plan (Kaiser Plan L) by approximately 4% and the County would not exercise its right to automatically cease participation in the Teamsters Plan.

Section XXX: Retirement-Benefit Changes

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

For any employee hired on or after January 1, 2011, the employee shall be placed in Retirement Tier 4. The Retirement Tier 4 formula shall be 2% at 61 ¼ as stated in Cal Gov Code 31676.1.

Section XXXI: Discrimination

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

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

Section XXXII: Notification

- A. Except in cases of emergency as provided for under Government Code Section 3504.5, the County shall provide Association with a minimum of 15 business days' written notice in advance of action relating to salaries, hours, working conditions and/or fringe benefits of employees. Upon mutual agreement of the parties, the County and the Association may agree to a modification of this time frame.
- B. On a monthly basis, the County shall provide Association with an electronic copy of each regular personnel listing which contains the names of all employees in the bargaining unit, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, home address, dates of employment, classification, rates of pay, and terminations. This copy shall be sent via email to the MCMEA Secretary.
- C. The County will send all official notifications to MCMEA's P.O. Box at P.O. Box 4231, San Rafael, CA. 94913-4231 with an email copy to the MCMEA executive board. All unofficial notifications will be delivered via email only. Upon change of the MCMEA executive board members, MCMEA will notify the Director of Human Resources

Section XXXIII: Health and Safety

- A. County shall comply with all applicable County and State safety regulations and shall furnish to employees as needed all safety equipment thereby required.
- B. The Association may designate one (1) representative to participate in the County Joint Occupational Health and Safety Committee.
- C. The Crisis Stabilization Unit (CSU) safety committee shall continue to meet to discuss safety improvements to CSU and make recommendations based upon consensus. The County will make reasonable improvements based on these recommendations.

Section XXXIV: Disciplinary Appeal Procedure

- A. Appeal Procedures

All disciplinary actions arising under this Agreement shall be resolved in accordance with the disciplinary appeal process in PMR 47.

If the parties disagree about whether a termination shall be heard by an arbitrator, within 2 business days of the disagreement, either party may request mediation. Mediation shall be scheduled within 30 days of the initial request. The request for mediation does not preclude the department from scheduling an initial hearing date before the Personnel Commission. Mediation shall not be binding.

If the parties mutually agree to have the termination heard before an arbitrator, 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. The arbitrator shall have the same limitations as listed in PMR 24.4.

B. Disciplinary Action

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

Parties agree that the principles of progressive discipline should be followed except when individual circumstances warrant departure from progressive discipline to impose more serious consequences as warranted by the performance issues/misconduct. Progressive discipline is successively more severe notification and consequences issued by management to correct conduct or performance problems. The parties agree that disputes regarding whether or not progressive discipline has been appropriately applied must be resolved under the disciplinary appeal procedures and are not grievable under this Agreement.

Section XXXV: Grievance Procedure

A. Definition, Scope, and Right to File

1. A grievance is a claimed violation, misinterpretation, inequitable application, or non-compliance with provisions of:
 - a. Collective bargaining agreement
 - b. County ordinances
 - c. Resolutions
 - d. Rules
 - e. Policies and regulations
 - f. Existing practices affecting the status or working conditions of County employees
 - g. Any or all retaliation against an association member for participating in an authorized representational activity
2. Selection appeals, disciplinary action, examination appeals, release from probation, complaints of discrimination, classification appeals and the content of 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. 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 Personnel Commission or arbitrator shall evaluate the assertion and make a ruling prior to hearing the grievance on the merits if necessary.
5. Grievance steps may only be skipped between mutual agreement of the parties.

B. Informal Grievance

1. Within fourteen (14) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor.
2. Presentation of the 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 Department of Human Resources a designated form provided by the Director of Human Resources for this purpose. The form shall contain:
 - a. Name(s) of grievant(s)
 - b. Class title(s)
 - c. Department(s)
 - d. Mailing address(es) and/or email address
 - e. A clear statement of the nature of the grievance (citing applicable ordinances, rules or regulations, or contract language) to the best of the grievant's ability. Grievant must specify what provisions have been violated and how such violations 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 three (3) calendar weeks 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 at 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 Department of Human Resources in writing.
 - b. Within fourteen (14) 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 or she 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/she will advise the grievant in writing of the 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 Department of Human Resources not more than five (5) working 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 step.

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 to 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.

Alternative B

This alternative is reserved for the association 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 Association, provided that either:

- 1) The County Administrator and the Association 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.

Arbitration - Submission Statement

The parties shall, 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions submitted for arbitration. The agreed question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

Scope of Arbitration:

The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties.

The arbitrator's award shall be limited to the precise issues raised by the grievance and submitted by the parties. The arbitrator shall have no authority to consider any other issue not submitted by the parties.

b. Mandatory Settlement Conference

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

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

1. The hearing officer(s) will not add to, delete, or modify the language of the collective bargaining agreement or modify the language of departmental rules and regulations in considering any issue properly before them.

E. General Conditions

1. The Department of Human Resources shall act as a central repository for all grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

In the event MCMEA wants to bring a second representative to a grievance meeting, MCMEA will make a request to the hearing officer at least 48 hours before the scheduled hearing. Such a request will not be unreasonably denied.

4. All expenses of arbitration shall be shared equally by the County and the grievant.
5. 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 or the Personnel Commission.
6. A copy of the grievance will be provided to the department head at each step of the grievance procedure.
7. There will be no amendments of grievances without the approval of both parties.
8. Mediation may be used by the parties to assist them in resolving grievances. The decision to utilize mediation shall be voluntary. Mediation may be held at any time prior to submission of the final appeal under Step 3 of the grievance procedure. If mediation is used, it shall be advisory only.
9. Any resolution of the grievance will not result in the mandatory modification or elimination of any existing written policy, procedure, or Agreement provision.

Section XXXVI: Notice of Termination

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

Section XXXVII: Reduction in Force

The reduction-in-force and reappointment procedures between the County and Association are agreed to and established as follows.

A. Order of Layoff

1. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. Contingent-hire employees shall be laid off before probationary employees, and probationary employees shall be laid off before regular employees in the affected classification. In effecting the preceding order, part-time, regular employees with more seniority can displace a full-time, regular employee. Employees in lower-level classes under filling the affected classification will be laid off first.
 - a. If an employee holds status in a lower level position in a series classification and gets promoted to a higher level classification in the same series, and after such promotion a classification is created in between the two levels in the series, the employee shall be deemed to have held status in the newly created classification.
2. If two (2) or more employees within a classification have achieved regular 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 credited based on the date of hire into the classification and full time equivalency (FTE). Time spent on leave of absence without pay beyond 12 consecutive weeks will not count toward seniority.
 - b. If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
 - c. If all of the above factors are equal, the date regular status in County service is achieved shall be determinative.
 - d. If all of the above are equal, date of certification for appointment shall be determinative.
3. The break in service of an employee who is reinstated pursuant to Section E shall not be counted as County service.

B. Exceptions

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

C. Bumping

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

D. Transfer

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

E. Re-employment to Regular Hire Position Following Reduction in Force

1. Individuals who have been laid off or demoted in lieu of layoff shall be offered reappointments to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.
2. Each person who has been laid off or demoted in lieu of a layoff from a position the person held shall in writing be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff or demotion.
3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment, and shall be removed from the re-employment list.
4. Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in Subsection 1.
5. Should there be no person on the department re-employment list eligible and available for re-employment, the position shall be filled by the countywide re-employment list for the same classification. The Department of Human Resources shall certify up to five (5) of the remaining eligible persons in order of seniority in the classification from the countywide re-employment list for selection by the appointing authority. The countywide re-employment list shall consist of the names of all individuals laid off or demoted in order of seniority by classification irrespective of department.
6. Persons selected from the countywide re-employment list shall have their names removed from the department re-employment list for classification in which they were re-employed. Should there be no persons on the re-employment list eligible or available for re-employment, vacancies shall be filled from an appropriate eligible list.

7. Employees reappointed to the same department under the provision above will not be required to complete a new probationary period if they had previously held regular status in the classification. Employees reappointed to a new department following a reduction in force shall be required to complete a new probationary period in the new department. Employees who have not completed their probationary period shall serve the remainder of the probationary period upon reappointment.
8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

F. Re-employment to Contingent-Hire Position After Reduction in Force

1. If a contingent-hire position is opened in the same classification in which a regular hire employee who held status has been laid off or demoted in lieu of layoff, in the order of seniority in the classification, the regular hire individual shall be offered the contingent-hire position, based upon the existing reemployment list.
2. Within one (1) year after the layoff or demotion, this regular hire employee shall be offered this contingent-hire position in writing should a contingent-hire vacancy occur in the same classification and department in which the employee held status.
3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall not forfeit the right to reemployment under section E above, but shall forfeit the right to further re-employment under this section F.

G. Notice to Employees and Recognized Employee Organizations

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

Section XXXVIII: Salary Compaction

A. Supervisory Compaction

The Human Resources Department may recommend to the Board of Supervisors an adjustment to compensation for a MCMEA represented employee(s) subject to the following conditions:

1. The employee(s) as part of their regular job responsibilities supervises and directs the work of a subordinate(s).
2. The Supervisory relationship is permanent as determined by Human Resources. (Relationship has existed for at least 12 months, and is likely to continue).

3. The Compensation range of Supervisor/Manager (at top step) is less than 7% over the compensation rate of subordinate(s) top step, exclusive of special pay for Shift differential.
4. The following shall not be considered when determining salary compaction:
 - Supervisors and managers that supervise and manage job classes that receive special pay (including bilingual job classes). However, bilingual pay differential may be considered when it has a demonstrable impact on recruitment and retention.
 - Supervisors and managers that supervise and manage professionals with highly technical expertise which differs from his or her own.
 - Supervisors and managers of licensed medical professionals.

B. Labor/Management Committee

There shall be continued a joint labor/management committee. The committee shall be composed of six (6) members consisting of three (3) members of the Association and three (3) members of the Human Resources Department or designees. The purpose of the committee is to discuss at the earliest possible time issues that arise during the term of the Agreement that are outside the scope of bargaining and contribute to or detract from positive, productive employee-employer relations involving employees in classifications in the Association bargaining unit. Association representatives will be permitted release time in accordance with Section 5A of the Agreement. The labor/management committee will meet on an as-needed basis, not to exceed six (6) times per year except by mutual agreement.

Section XXXIX: Strikes and Lockouts

- A. During the term of this Agreement, County agrees that it will not lock out employees, and the Association 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. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with the 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. 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 XL: Severability

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

Section XLI: 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. Nothing in this section will restrict the County's right to make changes to the County Personnel Management Regulations in accordance with any applicable requirements of the law.

Section XLII: Term

Except as may be otherwise specifically provided herein, this Agreement shall be effective July 1, 2018 to June 30, 2021.

Section XLIII: Commencement of Bargaining

The parties agree to commence negotiating a successor agreement no later than the first week of April immediately prior to the expiration of the agreement. Initial interests shall be exchanged by the parties no later than the third complete bargaining session.

Section XLV: Settlement Intent

In the event that County of Marin reaches a tentative agreement with another labor organization for successor Agreement with a 2018-2021 term that provides negotiated General Cost of Living Salary increases that are cumulatively greater than those to which the parties have agreed herein, the County agrees to provide the higher overall (cumulative) General Cost of Living Salary increase to MCMEA, unless the negotiated salary increase is part of a package proposal. In such an event, MCMEA can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

In the event that County of Marin reaches a tentative agreement with another labor organization for successor Agreement with a 2018-2021 term that provides an increase to the fringe benefit package that is greater than the fringe benefit changes to which the parties have agreed herein, MCMEA 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 an event, MCMEA can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concession.

This provision relates only to negotiated General Cost of Living Salary Increases and fringe benefit package changes and does not apply to equity adjustments or any other increases not specified in this clause.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this 10th day of July 2019.

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

COUNTY OF MARIN NEGOTIATION
COMMITTEE

[original signed]

[original signed]

RATIFIED:

APPROVED:

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

[original signed]

[original signed]

ATTEST:

ATTEST:

ATTACHMENT A
MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION
JOB CLASSIFICATIONS

Class Code	Class Title	FLSA	Overtime Rate	Comp Time Rate	Hours per Week
0319	ADMINISTRATIVE SERVICES ASSOCIATE	NE	1.5	1.5	37.5
0309	ADMINISTRATIVE SERVICES OFFICER	E	0	0	37.5
0318	ADMINISTRATIVE SERVICES TECHNICIAN	NE	1.5	1.5	37.5
1168	AIRPORT MANAGER	E	0	0	40
0345	ASSESSMENT RECORDING COUNTY CLERK SUPERVISOR	NE	1.5	1.5	37.5
1406	ASSISTANT CHIEF FISCAL OFFICER – H&HS	E	0	0	40
0898	ASSISTANT COMMUNICATIONS DISPATCH MANAGER	E	0	0	40
1021	ASSISTANT EMERGENCY SERVICES MANAGER	E	0	0	40
0631	ASSISTANT ENGINEER	E	1.5	1.5	37.5
0626	ASSOCIATE CIVIL ENGINEER	E	1.5	1.5	40
0372	AUDIT MANAGER	E	0	0	40
0271	BHRS PROGRAM MANAGER	E	0	0	40
0272	BHRS DIVISION DIRECTOR	E	0	0	40
0277	BHRS UNIT SUPERVISOR	E	0	0	40
1129	BUILDING & MAINTENANCE MANAGER	E	0	0	40
0810	BUILDING INSPECTION SERVICES SUPERVISOR	E	0	0	40
1123	BUILDING MAINTENANCE SUPERVISOR	E	0	0	40
0639	CAPITAL PLANNING & PROJECT MANAGER	E	0	0	40
0526	CHIEF DEPUTY PUBLIC ADMINISTRATOR	E	0	0	40
0112	CHIEF DEPUTY RECORDER-COUNTY CLERK	E	0	0	40
1382	CHIEF INVESTIGATOR SPECIAL INVESTIGATIONS UNIT	E	0	0	40
0347	CHIEF OF ASSESSMENT STANDARDS	E	0	0	40
0349	CHIEF OF ASSESSMENT SYSTEMS	E	0	0	40
0637	CHIEF OF CONSTRUCTION	NE	1.5	1.5	40
0688	CHIEF OF NATURAL RESOURCES & SCIENCE	E	0	0	40
1155	CHIEF PARK RANGER	E	0	0	40
0511	CHIEF PUBLIC DEFENDER INVESTIGATOR	E	0	0	40
0377	CHIEF REAL PROPERTY AGENT	E	0	0	40
1016	CHIEF THERAPIST	E	0	0	40
0332	COLLECTIONS MANAGER	E	0	0	40
0899	COMMUNICATIONS DISPATCH MANAGER	E	0	0	40
0900	COMMUNICATIONS MANAGER	E	0	0	40
1274	CONSUMER & COMMUNITY MEDIATION COORDINATOR	E	0	0	40
1139	CUSTODIAL SUPERVISOR	NE	1.5	1.5	37.5
0389	DEPARTMENT ANALYST I	E	0	0	40
0390	DEPARTMENT ANALYST II	E	0	0	40
0228	DEPUTY PUBLIC HEALTH OFFICER	E	0	0	40
1395	ELIGIBILITY PROGRAM SPECIALIST	E	0	0	40
1381	ELIGIBILITY SUPERVISOR	E	0	0	40
1517	EMERGENCY MEDICAL SERVICES ADMINISTRATOR	E	0	0	40

Class Code	Class Title	FLSA	Overtime Rate	Comp Time Rate	Hours per Week
0661	ENGINEERING ASSISTANT	E	1.5	1.5	37.5
0807	ENVIRONMENTAL HEALTH SERVICES PROJECT MGR	E	0	0	37.5
1038	EPIDEMIOLOGY MANAGER	E	0	0	40
1115	EQUIPMENT MAINTENANCE SUPERVISOR	NE	1.5	1.5	37.5
1190	EVENT/RENTAL MANGER	E	0	0	40
1154	FOOD SERVICES SUPERVISOR	NE	1.5	1.5	40
1111	FLEET MANAGER	E	1.5	1.5	40
1114	FLEET SUPERVISOR	NE	1.5	1.5	40
0249	H&HS FACILITIES MANAGER	E	0	0	40
0965	INFORMATION TECHNOLOGY MANAGER	E	0	0	40
0632	JUNIOR ENGINEER	E	1.5	1.5	37.5
1368	LEGAL PROCESS SUPERVISOR	E	1.5	1.5	37.5
0295	MEDIA MANAGER	E	0	0	40
0294	MEDIA SPECIALIST	NE	1.5	1.5	40
1333	MEDICAL DIRECTOR – MENTAL HEALTH	E	0	0	40
1327	MEDICAL RECORDS SUPERVISOR	E	0	0	40
1469	NURSING SERVICES MANAGER	E	0	0	40
1353	OFFICE SERVICES SUPERVISOR	E	0	0	40
1200	OPERATIONS SUPERVISOR	NE	1.5	1.5	40
1141	PARK/OPEN SPACE SUPERINTENDENT	E	0	0	40
0170	PERMIT SERVICES MANAGER	E	0	0	40
0687	PLANNING MANAGER	E	0	0	40
0364	PRINCIPAL APPRAISER	E	0	0	40
0351	PRINCIPAL AUDITOR APPRAISER	E	0	0	40
0677	PRINCIPAL LANDSCAPE ARCHITECT	E	0	0	40
0606	PRINCIPAL PLANNER	E	0	0	40
0910	PRINCIPAL SYSTEMS ANALYST	E	0	0	40
0647	PRINCIPAL TRANSPORTATION PLANNER	E	0	0	40
1070	PUBLIC HEALTH DIVISION DIRECTOR	E	0	0	40
1079	PUBLIC HEALTH PROGRAM MANAGER	E	0	0	40
1101	PUBLIC WORKS PROGRAM MANAGER	E	0	0	40
0281	QUALITY IMPROVEMENT COORDINATOR	E	0	0	40
1102	ROAD MAINTENANCE SUPERINTENDENT	E	1.5	1.5	40
1104	ROAD MAINTENANCE SUPERVISOR	E	1.5	1.5	37.5
0629	SENIOR CIVIL ENGINEER	E	1.5	1.5	40
0391	SENIOR DEPARTMENT ANALYST	E	0	0	40
0402	SENIOR LIBRARIAN	E	0	0	40
1251	SENIOR PROGRAM COORDINATOR	E	0	0	40
1103	SENIOR ROAD MAINTENANCE SUPERVISOR	E	1.5	1.5	37.5
1017	SENIOR THERAPIST	E	0	0	37.5
1231	SOCIAL SERVICES PROGRAM MANAGER	E	0	0	40
0275	SOCIAL SERVICES UNIT SUPERVISOR	E	0	0	40
0274	SOCIAL SERVICES DIVISION DIRECTOR	E	0	0	40
0818	STORMWATER PROGRAM ADMINISTRATOR	E	0	0	40

Class Code	Class Title	FLSA	Overtime Rate	Comp Time Rate	Hours per Week
1349	SUPERVISING CHILD SUPPORT OFFICER	E	0	0	40
0684	SUPERVISING CODE COMPLIANCE SPECIALIST	E	0	0	40
0903	SUPERVISING COMMUNICATIONS TECHNICAN	E	0	0	40
1224	SUPERVISING EMPLOYMENT DEVELOPMENT COUNSELOR	E	0	0	40
0803	SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	E	0	0	37.5
0650	SUPERVISING EQUIPMENT OPERATOR	E	0	0	37.5
0812	SUPERVISING HAZARDOUS MATERIALS SPECIALIST	E	0	0	37.5
1374	SUPERVISING LIBRARY TECHNICAL ASSISTANT	E	0	0	37.5
1448	SUPERVISING MENTAL HEALTH NURSE/UNIT SUPV	E	0	0	40
1003	SUPERVISING PUBLIC HEALTH NURSE	E	0	0	40
0356	SUPERVISING PURCHASER	E	0	0	40
1125	SUPERVISING REPROGRAPHIC TECHNICIAN	E	0	0	37.5
0283	SUPERVISING TECHNOLOGY SYSTEMS SPECIALIST	E	0	0	40
0284	TECHNOLOGY SYSTEMS COORDINATOR	E	0	0	40
1108	TRAFFIC SAFETY MAINTENANCE SUPERVISOR	E	1.5	1.5	37.5
1218	VETERANS SERVICES OFFICER	E	0	0	40
1215	VICTIM / WITNESS PROGRAM SUPERVISOR	E	0	0	40
0689	WATER RESOURCES MANAGER	E	0	0	40
0996	WIC LACTATION CONSULTANT	E	0	0	40

NE = Non-exempt

E = Exempt

ATTACHMENT B

Marin County Management Employees' Association BENCHMARK FAMILIES

BU-FG

23-01 County Mid-Management - Group A
 23-02 County Mid-Management - Group A
 23-03 County Mid-Management - Supervisory
 23-04 County Mid-Management - Supervisory

COLOR CODING
 Benchmark for Family

FAMILY	CLASS CODE	CLASS TITLE	BU	FG	NOTES
01	1114	FLEET SUPERVISOR	23	03	BENCHMARK
01	1115	EQUIPMENT MAINTENANCE SUPERVISOR	23	04	
01	1111	FLEET MANAGER	23	03	
02	0631	ASSISTANT ENGINEER	23	04	
02	0639	CAPITAL PLANNING & PROJECT MANAGER	23	01	
02	0637	CHIEF OF CONSTRUCTION	23	03	
02	0661	ENGINEERING ASSISTANT	23	04	
02	0632	JUNIOR ENGINEER	23	04	
02	0626	ASSOCIATE CIVIL ENGINEER	23	03	BENCHMARK
02	0629	SENIOR CIVIL ENGINEER	23	01	
03	0402	SENIOR LIBRARIAN	23	03	BENCHMARK
04	1406	ASSISTANT CHIEF FISCAL OFFICER-H&HS	23	01	
04	0372	AUDIT MANAGER	23	01	
04	0526	CHIEF DEPUTY PUBLIC ADMINISTRATOR	23	03	
04	0112	CHIEF DEPUTY RECORDER-COUNTY CLERK	23	01	
04	0332	COLLECTIONS MANAGER	23	03	BENCHMARK
05	1129	BUILDING & MAINTENANCE MANAGER	23	03	
05	1123	BUILDING MAINTENANCE SUPERVISOR	23	03	BENCHMARK
05	1139	CUSTODIAL SUPERVISOR	23	04	
05	0249	H&HS FACILITIES MANAGER	23	01	
06	1333	MEDICAL DIRECTOR-MENTAL HEALTH	23	01	
06	0239	DEPUTY PUBLIC HEALTH OFFICER	22	01	BENCHMARK
07	1155	CHIEF PARK RANGER	23	01	NEW BENCHMARK
07	1141	PARK/OPEN SPACE SUPERINTENDENT	23	01	
11	0345	ASSESSMENT-RECORDING-COUNTY CLERK SUPERVISOR	23	04	
11	1368	LEGAL PROCESS SUPERVISOR	23	04	
11	1327	MEDICAL RECORDS SUPERVISOR	23	01	

11	1353	OFFICE SERVICES SUPERVISOR	23	03	BENCHMARK
11	1200	OPERATIONS SUPERVISOR	23	03	
12	0347	CHIEF OF ASSESSMENT STANDARDS	23	01	
12	0364	PRINCIPAL APPRAISER	23	03	BENCHMARK
12	0351	PRINCIPAL AUDITOR APPRAISER	23	03	
13	0688	CHIEF OF NATURAL RESOURCES & SCIENCE	23	01	
13	0687	PLANNING MANAGER	23	01	
13	0677	PRINCIPAL LANDSCAPE ARCHITECT	23	01	
13	0606	PRINCIPAL PLANNER	23	01	BENCHMARK
13	0647	PRINCIPAL TRANSPORTATION PLANNER	23	01	
14	1102	ROAD MAINTENANCE SUPERINTENDENT	23	01	
14	1104	ROAD MAINTENANCE SUPERVISOR	23	04	BENCHMARK
14	1103	SENIOR ROAD MAINTENANCE SUPERVISOR	23	04	
14	1108	TRAFFIC SAFETY MAINTENANCE SUPERVISOR	23	04	
14	0650	SUPERVISING EQUIPMENT OPERATOR	23	04	
15	0349	CHIEF OF ASSESSMENT SYSTEMS	23	01	
15	0965	IT MANAGER	23	01	
15	0910	PRINCIPAL SYSTEMS ANALYST	23	01	BENCHMARK
15	0283	SUPV TECHNOLOGY SYSTEMS SPECIALIST	23	03	
15	0284	TECHNOLOGY SYSTEMS COORDINATOR	23	03	
16	1016	CHIEF THERAPIST	23	01	
16	1017	SENIOR THERAPIST	23	04	BENCHMARK
17	0272	BHRS DIVISION DIRECTOR	23	01	
17	0271	BHRS PROGRAM MANAGER	23	01	
17	1038	EPIDEMIOLOGY MANAGER	23	03	
17	1070	PUBLIC HEALTH DIVISION DIRECTOR	23	01	
17	1079	PUBLIC HEALTH PROGRAM MANAGER	23	01	
17	0281	QUALITY IMPROVEMENT COORDINATOR	23	03	
17	0274	SOCIAL SERVICE DIVISION DIRECTOR	23	01	
17	1231	SOCIAL SERVICE PROGRAM MANAGER	23	01	BENCHMARK
18	0277	BHRS UNIT SUPERVISOR	23	01	BENCHMARK
18	1395	ELIGIBILITY PROGRAM SPECIALIST	23	03	
18	1381	ELIGIBILITY SUPERVISOR	23	03	
18	0275	SOCIAL SERVICE UNIT SUPERVISOR	23	01	
18	1224	SUPERVISING EMPLOYMENT DEVELOPMENT COUNSELOR	23	03	
18	0996	WIC LACTATION CONSULTANT	23	03	
18	1218	VETERAN SERVICE OFFICER	23	01	
19	0900	COMMUNICATIONS ENGINEERING MANAGER	23	03	BENCHMARK
19	0903	SUPERVISING COMMUNICATIONS TECHNICAL	23	03	
20	0807	ENVIRONMENTAL HEALTH SVCS PROJECT MGR	23	02	
20	0170	PERMIT SERVICES MANAGER	23	01	

20	0684	SUPERVISING CODE COMPLIANCE SPECIALIST	23	01	
20	0812	SUPERVISING HAZARDOUS MATERIALS SPECIALIST	23	04	
20	0810	BUILDING INSPECTION SERVICES SUPERVISOR	23	01	
20	0803	SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	23	04	BENCHMARK
21	1168	AIRPORT MANAGER	23	01	BENCHMARK
21	1101	PUBLIC WORKS PROGRAM MANAGER	23	01	
21	0818	STORMWATER PROGRAM ADMINISTRATOR	23	01	
21	0689	WATER RESOURCES MANAGER	23	01	
22	1517	EMERGENCY MEDICAL SERVICES ADMINISTRATOR	23	01	
22	1469	NURSING SERVICES MANAGER	23	03	
22	1448	SUPERVISING MENTAL HEALTH NURS/UNIT SUPV	23	03	
22	1003	SUPERVISING PUBLIC HEALTH NURSE	23	03	BENCHMARK
23	1125	SUPERVISING REPROGRAPHIC TECHNICAL	23	04	BENCHMARK
24	1215	VICTIM WITNESS PROGRAM SUPERVISOR	23	03	BENCHMARK
24	1274	CONSUMER AND COMMUNITY MEDIATION COORDINATOR	23	01	
25	0319	ADMINISTRATIVE SERVICES ASSOCIATE	23	02	
25	0309	ADMINISTRATIVE SERVICES OFFICER	23	02	BENCHMARK
25	0318	ADMINISTRATIVE SERVICES TECHNICIAN	23	02	
25	1021	ASSISTANT EMERGENCY SERVICES MANAGER	23	03	
25	0389	DEPARTMENT ANALYST I	23	01	
25	0390	DEPARTMENT ANALYST II	23	01	
25	1190	EVENT/RENTAL MANAGER	23	03	
25	0295	MEDIA MANAGER	23	03	
25	0294	MEDIA SPECIALIST	23	01	
25	0391	SENIOR DEPARTMENT ANALYST	23	01	
25	1251	SENIOR PROGRAM COORDINATOR	23	01	
					MAPE/DSA Link (Benchmark Class)
LINK	0898	ASSISTANT COMMUNICATIONS DISPATCH MGR	23	03	54-GEN (Comm Dispatcher II)
LINK	1382	CHIEF INVESTIGATOR SPECIAL INVEST UNIT	23	03	03-DSA (Welfare Fraud Investigator)
LINK	0511	CHIEF PUBLIC DEFENDER INVESTIGATOR	23	03	61-GEN (Public Defender Investigator)
LINK	0377	CHIEF REAL PROPERTY AGENT	23	01	51-GEN (Real Property Agent II)
LINK	0899	COMMUNICATIONS DISPATCH MANAGER	23	01	54-GEN (Comm Dispatcher II)
LINK	1154	FOOD SERVICES SUPERVISOR	23	03	18-GEN (Cook)
LINK	1349	SUPERVISING CHILD SUPPORT OFFICER	23	03	56-GEN (Child Support Officer II)
LINK	1374	SUPERVISING LIBRARY TECHNICAL ASSISTANT	23	04	10-GEN (Library Assistant II)
LINK	0356	SUPERVISING PURCHASER	23	03	26-GEN (Accounting Assistant)

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

Market Equity Issues

In the event that MCMEA believes a recruitment and/or retention issue may exist for a particular classification as a result of external market salary issues, MCMEA has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, MCMEA must present data to support that recruitment and/or retention issues exist. Human Resources in collaboration with MCMEA will consider the information presented by MCMEA and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, the findings shall be submitted to the County Administrator, who will accept the findings as submitted. The County Administrator will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the Board of Supervisors for approval. If it is determined that financial resources are not available, the adjustment shall be reviewed at A&E or baseline, whichever comes first.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

PMR Revisions

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

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

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Re-Opener on Administrative Technologies of Marin

During the term of this agreement, the County may re-open the agreement to meet and confer on the decision and/or impacts of the modifications that are required in order for the County to implement a new Enterprise Resource Planning System

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Contracting

Any work within the class specification for any classification currently represented by MCMEA shall not be contracted out during the lifetime of the contract without completion of the parties meet and confer obligations or until negotiations for a successor agreement have concluded.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Affordable Care Act

During the term of the agreement, the County or the Union may reopen the agreement to meet and confer over the excise tax scheduled to be imposed on health care premiums under the Federal Affordable Care Act. The purpose of the re-opener will be to include plans that would help employees avoid the excise tax, but it is not intended to eliminate the HMO option currently offered. The intent of the reopener is not to increase the County contribution to offset the excise tax for employees.

SIDE LETTER AGREEMENT

MARIN COUNTY
MANAGEMENT EMPLOYEES'
ASSOCIATION

Pilot Rental Assistance Program

The County agrees to allocate \$250,000 to an employee rental assistance program which all County employees may be eligible for. The parties agree to meet no later than September 30, 2018 to develop program parameters.

SIDE LETTER AGREEMENT

MARIN COUNTY
MANAGEMENT EMPLOYEES'
ASSOCIATION

Salary Surveys

For the Term of the 2018-2021 Collective Bargaining Agreement only:

The parties agree to complete their review of the salary surveys for the following classifications no later than September 30, 2018: Principal Auditor Appraiser, Principal Appraiser, Social Services Division Director. If the parties mutually agree that a salary adjustment is warranted, such recommendation will be presented to the Board of Supervisors.

The County agrees to commence a classification study of the Employment Development Counselor and the Social Service Unit Supervisor, no later than December 31, 2018, for the purposes of determining if the classifications should be merged into a single classification. Any decision to merge the classifications is at the sole discretion of the County.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

Salary Survey Committee
2018-2021

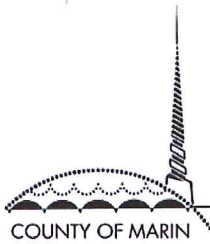
The parties agree to participate in a joint Salary Survey Committee during the term of the 2018-2021 contract. The Salary Survey Committee shall meet no more than three (3) times per year, unless additional meetings are mutually agreed upon. The parties shall endeavor to create a mutual understanding, agreement and transparency regarding the comparability of job classes used in salary surveys. In order to facilitate mutual understanding, the County and MCMEA agree:

- To review comparable jurisdictions in the MCMEA-defined labor market
- To review the job-class family groupings in the MCMEA bargaining unit and their associated benchmarks
- To review the comparable classes to be used in salary surveys in advance of survey compilation
- To keep joint minutes of all meetings. Responsibility for minutes shall alternate between the County and MCMEA.

The Salary Survey Committee shall be composed of six (6) members consisting of three (3) members of the Association and three (3) members of the Human Resources Department or designees. The parties can mutually agree to bring additional subject matter experts on an as-needed basis.

Listed below are the agencies (collectively, "market") that the County used to conduct a salary survey of the MCMEA benchmarked classifications for the parties' 2018-2021 collective bargaining agreement.

Alameda County, Contra Costa County, Napa County, San Francisco City and County, San Mateo County, Solano County, Sonoma County, City of Berkeley, City of San Rafael, City of Santa Rosa.



DEPARTMENT OF
HUMAN RESOURCES

Our Mission: To create a thriving organization, providing meaningful careers in public service.

March 2, 2021

Mary Hao
DIRECTOR

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415 473 6104 T
415 473 5960 F
415 473 5780 TTY
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Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, CA 94903



SUBJECT: Tentative agreement between the County of Marin and the Marin County Management Employees' Association (MCMEA) to extend the expiration date of the current memorandum of understanding (MOU) for one (1) year and provide specified benefits.

Dear Board Members:

RECOMMENDATION: The Human Resources Department recommends that your Board approve the tentative agreement reached between the County of Marin and the MCMEA extending the expiration date of the current MOU from June 30, 2021, to June 30, 2022, and providing specified benefits.

SUMMARY: This tentative agreement reflects the County's priorities to ensure the continuation of essential public services while working collaboratively with labor organizations to navigate the economic and operational challenges arising from the COVID-19 pandemic.

The agreed-upon terms include:

Extension:

The tentative agreement extends the current MOU's expiration date from June 30, 2021, to June 30, 2022. All provisions of the MOU are extended, including all side letters, with the exception of specific provisions the parties previously agreed to terminate on a specific date (e.g., terms that expire "effective the final full pay period of the 2018-2021 agreement").

Fringe Benefits:

Existing provisions of the current 2018-2021 MOU regarding employer contribution of fringe benefits shall extend to Benefit Year 2022. For Benefit Years 2021 and 2022, the County will also continue to participate in the Teamsters Local Union No. 856 Health and Welfare Trust.

One-Time Payment:

Each full-time, regular hire employee represented by MCMEA employed in the Bargaining Unit as of January 1, 2021, shall receive a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00), prorated for part-time regular hire employees. This one-time payment is not pensionable.

8a

FISCAL IMPACT: These salary and benefit adjustments will result in an incremental cost of \$611,065, of which \$455,280 in non-pensionable one-time payments will be incurred in FY 2020-21 and the remainder would be attributable to increased costs of employer-provided healthcare fringe contributions in FY 2021-22.

The rollover of unused COVID leave hours will provide MCMEA-represented employees with approximately 37,000 additional leave hours that must be used by June 30, 2021 and cannot be paid out or used for additional retirement service credit. The costs for these additional leave balances is included in the current budget for FY 2020-21. Actual costs will depend on usage, and there may be additional costs associated with overtime or contingent hire backfill for extended leave. We are assuming that all COVID leave expenses will qualify for state or federal reimbursement.

EQUITY STATEMENT: The negotiation of COVID leave and other benefits serves to provide additional leave protections and childcare options for our employees during this unprecedented and challenging time regardless of appointment type or part-time/full-time status. The negotiation of a one-time payment more equitably calibrates financial benefit against normal earnings. The County remains committed to an equity-minded approach in our work with our labor colleagues to best leverage our limited resources to support our employees in meaningful ways.

REVIEWED BY:

- | | |
|--|---|
| <input checked="" type="checkbox"/> County Administrator | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Department of Finance | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> County Counsel | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Human Resources | <input type="checkbox"/> N/A |

Respectfully submitted,

Jake M. Hurley
Deputy Director of Human Resources

Attachment: Costing Spreadsheet
Tentative Agreement

cc: Matthew Hymel, County Administrator
Roy Given, Director of Finance
Jeff Wickman, Retirement Administrator
Mary Hao, Director of Human Resources