



**June 18, 2025
Passed via email
Tentative Agreement**

The following constitutes the County's comprehensive Economic Package Proposal. This proposal addresses equity, wage, and benefit levels for the bargaining unit, including the following:

1. Equity Adjustment to market median based on the County compensation study;
2. General Salary Increases of 4% in 2025, 4% in 2026, and 3% in 2027;
3. Health Benefit language eliminating the two-tier benefit based on income and normalizing the County fringe benefit at the higher level.
4. 6% fringe increases in CY2026, 5% increase in CY2027 and 2028 and eliminate range

Any issue not referenced in this proposal would remain status quo.

Section XLII: Term

Except as may be otherwise specifically provided herein, this Agreement shall be effective July 1, 2025 to June 30, 2028.

Section XXVII: Salary

A. Salary Increases

Effective the first full pay period of July 2022, **2025** 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 **four percent (4%)** ~~three and on half percent (3.5%)~~.

Effective the first full pay period in July 2023, **2026** the rate of pay for all classes and employees shall be increased by **four percent (4%)** ~~three percent (3.0%)~~.

Effective the first full pay period in July 2024, **2027** the rate of pay for all classes and employees shall be increased by three percent (3.0%).

B. Salary Equity Adjustments

Effective the first full pay period July 1, 2022-**2025** or in the first full pay period



following adoption of this Agreement by the Board of Supervisors, the rate of pay for the following job classes will be increased as follows: the County will increase the base pay for each bargaining unit classification which has base pay less than the market median reflected in the County's March 28, 2025 Benchmark Compensation Survey ("Survey"), by the percentage the survey determined the classification to be below market median in base pay. Market-based equity adjustments are independent of the General Salary Increases and will be implemented in an additive (non-compounded) fashion.

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

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

Class Code	Class Title	% Equity	Family
0640	Associate Architect	2.53%	02
0643	Capital Planning & Project Manager I	2.53%	02
0642	Capital Planning & Project Manager II	2.53%	02
0639	Capital Planning & Project Manager III	2.53%	02
0637	Chief of Inspections	2.53%	02
0626	Civil Engineer	2.53%	02
063A	Engineer I	2.53%	02
0631	Engineer II	2.53%	02
0661	Engineering Assistant	2.53%	02
0641	Principal Civil Engineer	2.53%	02
0629	Senior Civil Engineer	2.53%	02
0400	Library Services Manager	2.35%	03
0402	Senior Librarian	2.35%	03
0332	Accounting Unit Manager	4.15%	04
0372	Audit Manager	4.15%	04
0332	Collections Manager	4.15%	04
0413	Retirement Benefits Supervisor	4.15%	04
1129	Building & Maintenance Manager	12.81%	05



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1123	Building Maintenance Supervisor	12.81%	05
1139	Custodial Supervisor	12.81%	05
0338	H&HS Facilities Manager	12.81%	05
1155	Chief Park Ranger	5.08%	07
1141	Park/Open Space Superintendent	5.08%	07
0511	Chief Public Defender Investigator	8.54%	08
0377	Principal Real Property Agent	7.70%	09
0345	Assessment-Recording-County Clerk Supervisor	5.52%	11
0348	Chief Deputy Recorder-County Clerk	5.52%	11
1327	Health Information Management Administrator	5.52%	11
1368	Legal Process Supervisor	5.52%	11
1353	Office Services Supervisor	5.94%	11
1358	Sheriff's Legal Processing Manager	11.79%	11
0347	Chief of Assessment Standards	7.19%	12
0364	Principal Appraiser	7.19%	12
0351	Principal Auditor-Appraiser	7.19%	12
0688	Chief of Natural Resources and Science	3.74%	13
0762	Fire Vegetation Management Program Manager	3.74%	13
0815	Permit Ombudsperson	3.74%	13
0687	Planning Manager	6.63%	13
0677	Principal Landscape Architect	3.74%	13
0606	Principal Planner	3.74%	13
0647	Principal Transportation Planner	3.74%	13
1101	Public Works Program Manager	3.74%	13
0818	Stormwater Program Administrator	3.74%	13
0689	Water Resources Manager	3.74%	13
1103	Senior Road Maintenance Supervisor	0.05%	14
0650	Supervising Equipment Operator	0.17%	14
0349	Chief of Assessment Systems	20.61%	15
0900	Communications Manager	5.40%	15
0765	ECC Assistant Director-Technical Manager	5.40%	15
0965	Information Technology Manager	5.40%	15
0910	Principal Systems Analyst	5.40%	15
0903	Supervising Communications Technician	5.40%	15
0955	Supervising Technology Systems Specialist	5.40%	15
0956	Technology Systems Coordinator	5.40%	15
1406	Assistant Chief Fiscal Officer - H&HS	7.80%	17



0272	BHRS Division Director	7.80%	17
0271	BHRS Program Manager	8.41%	17
0526	Chief Deputy Public Administrator	15.34%	17
1382	Chief Investigator Special Investigations Unit	7.80%	17
1038	Epidemiology Manager	7.80%	17
1072	Medical Director-Mental Health	7.80%	17
1219	Public Guardian/Conservator	7.80%	17
1070	Public Health Division Director	7.80%	17
1079	Public Health Program Manager	8.41%	17
0281	Quality Improvement Coordinator	7.80%	17
0274	Social Services Division Director	7.80%	17
0352	Social Services Program Manager	8.41%	17
0277	BHRS Unit Supervisor	7.02%	18
1395	Eligibility Program Specialist	7.02%	18
1381	Eligibility Supervisor	7.02%	18
0285	Public Health Unit Supervisor	7.02%	18
0275	Social Service Unit Supervisor	7.02%	18
1349	Supervising Child Support Officer	7.02%	18
1224	Supervising Employment Development Counselor	7.02%	18
1018	Supervising Pediatric Therapist	7.02%	18
0829	Supervising AWM Inspector	6.25%	20
0810	Supervising Building Inspector	0.03%	20
1040	Emergency Medical Services Administrator	4.30%	22
1469	Nursing Services Manager	4.30%	22
1448	Supervising Behavioral Health Nurse	4.30%	22
1003	Supervising Public Health Nurse	4.30%	22
1125	Supervising Reprographic Technician	5.17%	23
1274	Consumer & Community Mediation Coordinator	6.60%	24
1215	Victim/Witness Program Supervisor	6.60%	24
0319	Administrative Services Associate	5.91%	25
0313	Administrative Services Manager	5.91%	25
0309	Administrative Services Officer	5.91%	25
0318	Administrative Services Technician	5.91%	25
1200	Event Operations Manager	5.91%	25
0391	Senior Department Analyst	0.03%	26
1034	Food & Support Services Manager	4.77%	28
1154	Food Services Supervisor	4.77%	28



0759	Principal Emergency Management Coordinator	1.43%	27
0428	BHRS Peer Program Coordinator	2.00%	29
0427	Senior Program Coordinator	2.00%	29
1218	Veterans Service Officer	6.58%	29
0996	WIC Lactation Consultant	2.00%	29
0996	Communications Dispatch Manager	1.27%	L

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

1. When a position is deemed “hard to fill”, as determined by Human Resources, after notification to MCMEA, new employees hired after July 1, 2022 shall may be eligible for up to a \$2,500-\$10,000 signing bonus. “Hard to fill” generally means an approved-open recruitment has been unfilled for six (6) months, or the approved successive recruitments are/were needed to re-open more than once because the County was unable to fill the vacancy(ies), or the County can show a difficulty retaining employees in the classification due to salary concerns, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.
2. ~~In the event that the County provides a Hard to Fill bonus to a new employee, on a one-time basis only, and only where sufficient remaining funds exist (described in 4 below), incumbents in the same hard to fill classification shall receive up to \$1200 additional dollars. (e.g. If a hard to fill bonus is provided to a new hire of \$2500, the incumbents in the class would receive an additional \$700, since they already received \$1800 from the retention bonus. If a hard to fill bonus is provided to a new hire of \$5000, the incumbents in the class would receive an additional \$1200 totaling a maximum of \$3000).~~

~~All regular hire employees on the books on July 1, 2022 will receive a one-time \$900 bonus in the first paycheck in August in recognition of years of service to~~



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~~the County. Part time employees shall receive a prorated amount based on their FTE. All regular hire employees, except employees who have received the hard to fill bonus identified in #1 above, who are on the books on July 1, 2023 will receive a one-time \$900 bonus in the first paycheck in August 2023 in recognition of years of service to the County.~~

3. ~~\$92,400 in one-time dollars is set aside to compensate existing employees in hard to fill classifications, as identified in section #2 above, for the term of this contract only. Any money remaining in this set aside as of April 30, 2025 will be used for the bargaining unit as agreed to by the parties.~~

D. Equity Fund Beginning in July 2025, in the event that MCMEA believes a recruitment, retention, and/or parity issue exists for a particular classification as a result of external market salary issues, they may request a meeting with Human Resources to discuss these concerns. This meeting will commence as soon as reasonably practical but in no event more than 30 days after the request unless otherwise agreed by the parties. At this meeting, the Union must present data to support that recruitment and/or retention issues exists. Human Resources, in collaboration with the Union, will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. The County will set aside an equity fund of \$74,400, to be used by MCMEA to address these recruitment, retention, and parity issues. If the compensation review results in a consensus that an equity adjustment is warranted, and funds exist in the equity set aside, the increase will be forwarded to the Board of Supervisors for approval. This Equity Fund set aside is for the term of this Agreement only and is not subject to the grievance procedure.

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 benefits payments in calendar year 202~~56~~~~(2022)~~ as follows, effective as soon as administratively possible following adoption of this agreement by the Board of Supervisors but in no event more than two full pay periods following contract adoption:

	<u>Employee Only</u>	<u>Employee + 1 Dependent</u>	<u>Employee + Family</u>
<u>Bi-weekly Fringe</u>	<u>\$515.25</u>	<u>\$869.46</u>	<u>\$1,173.57</u>

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe Under 75k*	514.60	\$690.56	\$934.53
Bi-weekly Fringe Over \$75k*	514.60	\$677.66	\$908.74

*Annual salary threshold to determine the County's fringe benefit contributions shall be under/over \$77,000 for calendar year 2023, and under/over \$79,000 for 2024 and under/over \$85,000 for 2025.

*Annual salary threshold to determine the County's fringe benefit contributions shall be under/over \$91,000 for calendar year 2026, and under/over \$95,000 for 2027 and under/over \$100,000 for 2028.

Effective December 2022-~~2025~~, 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 an amount equivalent to six percent (6%) of the same dollar amount as the Kaiser Silver Plan premium for plan year 2025 increase, from zero to six percent (0-6%) based upon the Kaiser Silver plan for all benefited employees at the employee plus one (1) and employee plus family benefit levels.

Effective in December ~~2026~~ and December ~~2027~~ 2023 and December 2024, 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 an amount equivalent to the same dollar amount as the Kaiser Silver Plan increase, from zero to five percent (0-5%) based upon the of the Kaiser Silver plan premium for the applicable prior plan year for all benefited employees at the employee plus one (1) and employee plus family benefit levels.

~~In December 2022, in addition to the above, the County will add .65 per pay period to the ee-only, employee+1 and ee+family fringe payments.~~

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

Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level in Plan Years 2026, 2027, and 2028 2023, 2024 and 2025: If the biweekly premium at the Kaiser Silver employee-only level in plan years 2026, 2027, and/or 2028 2023, 2024 and/or 2025 plus mandated employee-only dental, vision, and basic life insurance exceeds the County's biweekly fringe contribution at the employee-only level (i.e., \$515.25 514.60 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver and mandated employee- only dental, vision and basic life insurance, for all represented employees who enroll in employee-only medical plans.

Basic Life Insurance: Effective January 1, 2026, the County will enhance the County-paid Group Term Basic Life and Death & Dismemberment Insurance increasing the benefit from \$10,000 to \$50,000 and will also provide enhancements to the supplemental Group Life and Death & Dismemberment Insurance for Domestic Partner/Dependents and Long Term Disability Benefits.

Members enrolled in employee + 1 and/or employee + family tiers may select any tier including employee only for dental and/or vision coverage.

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J. Teamsters Local Union 856, Health and Welfare Trust



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For the term of **the Agreement** July 1, 2022 through June 30, 2025 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").

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M. Health Care Committee (moving from Sideletter, may go to new Committee section)

In September 2022, **Between November 15 and February 15 of the subsequent year, MCMEA** and the County shall meet and confer regarding health, dental, and vision plans as part of a health care committee. Neither party shall be permitted to impose any plan, any increase and/or decrease in employee cost toward fringe benefits, nor impose any increase and/or decrease to any benefit conferred on employees pursuant to this Agreement as part of these discussions.

SIDE LETTER AGREEMENT COUNTY OF MARIN & MCMEA 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.

Section XLV: Settlement Intent

In the event that County of Marin reaches a **ratified** agreement with another labor organization whose contract expires June 2025 or with MAPE if they agree to a contract ~~extension~~ in 2025, and the County provides that union a negotiated Cost of Living Salary increase (not including class specific equity adjustments **or class-specific certification/specialty pays**) and/or any additional non classification specific one-time



payments, which are greater than those this unit agreed to in this Agreement, the County agrees to provide the higher COLA* unless the negotiated salary increase is part of a package proposal that contains concessions (any offsetting reduction in pay or benefits).

In such event, MCMEA can vote to accept the entire package or refuse the entire package but cannot receive the increase without the corresponding concessions.

~~*COLA increases received by other bargaining units in 2021 will be included in the analysis of whether a unit has received a higher cumulative COLA.~~

In the event that County of Marin reaches a tentative ratified agreement with another labor organization whose contract expires June 2025 or with MAPE if they agree to a contract extension in 2025, and the County provides an increase to the fringe benefit package that is greater than the benefit in this agreement, 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 event MCMEA can vote to accept the package or refuse the package but cannot receive the increase without the corresponding concessions.

Section VI: Membership and Dues Deduction

A. New-Hire Notification/New Hire Orientation

Whenever a person is hired in or promoted to or moves into 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.

The County shall provide the Union written notice of County-wide new employee orientations whether in person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Union shall be permitted to meet with new hire employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. No representative of the bargaining unit's management shall be present



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during the Union's presentation. The Union shall provide the County at least five (5) business days prior to the orientation any materials for the County to distribute to new employees at the orientation. The County shall distribute such materials to employees at the orientation. If the Union staff are unavailable to attend the orientation, the County shall grant release time to one (1) union steward to attend the orientation, provided at least 48-hours' notice has been given to the steward's supervisor. Said release shall be granted, subject to the supervisor's judgement as to the maintenance of minimum work forces at all time, peak workload coverage and/or general departmental and public convenience.

For employees who are promoted and/or is newly hired into any MCMEA job classification, the County shall provide the employee with thirty (30) minutes release time to meet with MCMEA at a time mutually agreed to and will include these employees on the new hire list it provides to MCMEA.

B. Dues Deduction

The County agrees, upon written consent of the employees involved or upon certification of the Union that it has and will maintain the employee's written authorization for the deduction of Union membership dues and initiation fees, if any, to deduct dues and initiation fees, if any, as established by the Association (and as may be changed from time to time) 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. Such dues deductions shall continue so long as the Union remains the exclusive representative of these bargaining units or unless discontinued or modified in accordance with the process outlined below. ~~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. Revocation

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



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revoke their authorization for Association membership in accordance with the above, dues shall continue to be deducted from the employee's earnings.

D. Indemnification

The Association shall indemnify, hold harmless, and defend the County, its officers and employees against any and all claims, demands, suits or any other action, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the

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

E. Personnel Listing (existing language moved from XXXII B)

On a monthly basis, the County shall provide the union with an electronic copy of each regular personnel listing which contains the names of all employees in the bargaining unit, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, home address, dates of employment, classification, rates of pay, and terminations. This personnel listing shall be sent via email to the MCMEA Secretary and President.



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~~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 their 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~~

~~employee who desires to revoke their 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 their 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 VIII: Overtime



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A. Overtime Defined

Overtime is time worked (for the purpose of calculating overtime eligibility, legal holidays shall be considered time worked. In addition, employees who work alternative work schedules and use paid time off to supplement legal holidays shall have such paid time off hours considered as 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.

Building Maintenance Supervisors

Engineer I
Engineer II

Capital Planning and Project Manager I

Capital Planning and Project Manager II
Chief of Construction (When **NOT** assigned to Roads)
Civil Engineer
Senior Civil Engineer
Custodial Supervisor



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Engineering Assistant (When **NOT** assigned to Roads)
Fleet Manager
Fleet Supervisor
Supervising Communications 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 to work overtime must be secured by the department head and communicated 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 the 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.

Below is moved to new section E:

~~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, 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.~~



~~During a declared disaster and/or emergency, MCMEA and the County shall meet and confer (over impacts) within five (5) business days to determine exempt positions that shall be paid overtime and/or compensatory time at straight time to fill key positions within the Incident Command Structure (ICS).~~

~~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 Department Head and the Director of Human Resources.

B. Call Back

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

If an overtime eligible employee is required, by their supervisor, to engage in work remotely for more than one (1) hour, they shall be guaranteed a minimum of two (2) hours at the applicable rate of pay, unless the work immediately precedes their regular shift.

For overtime exempt employees, only when they are working ARC or standby shifts, if they work more than 2 cumulative hours during the ARC/Standby shift they will receive straight time overtime for all hours worked during that shift.

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.



When this response requires that an employee physically returns to work or works remotely pursuant to B above, the employee will cease receiving standby pay and will begin receiving call back pay pursuant to B above.

D. Administrative Response Compensation (ARC)

Administrative response compensation will be provided for employees in Association represented job classes (as designated and reviewed for ongoing need by the department head and Human Resources) that have responsibilities that require availability to provide consultation and/or make administrative decisions outside of normal working hours and/or provide oversight of operations 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. 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.

ARC-designated employees may not receive Standby pay. ARC is differentiated from Standby in that ARC-designated employees are not subject to Standby restrictions (e.g., they are not required to remain in a specific geographic area or to call in on a regular basis). ARC- designated employees are only expected to remain available for telephonic or similar consultation during their ARC assignment.

ARC-designated employees will be paid at the rate of an additional \$4.50 per hour for all hours worked outside of their regularly scheduled workday when they are assigned to ARC duties. ARC-designated employees may not receive both ARC and Call Back pay for the same hours. When an ARC-designated employee is required to return to the workplace or works remotely pursuant to Section B (Call Back) above, the employee will cease receiving ARC and begin receiving Call Back pay.

ARC approvals after ratification of this 2025-2028 contract must specify the hours and days for which the employee is expected to remain available, receive compensation, and the length of the ARC designation (specified end date or ongoing). ARC may be terminated and/or hours/days upon which the employee is



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expected to remain available changed upon 30 days written notice to the employee by the Department Head and/or Director of Human Resources.

The following is a non-exhaustive list of classifications that may be eligible for ARC:

- Airport Manager
- 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
- Emergency Medical Services Administrator
- Nursing Services Manager
- Supervising Behavioral Health Nurse
- Supervising Public Health Nurse
- Assistant Communications Dispatch Manager
- Communications Dispatch Manager
- 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 be available for consultation and/or make administrative decisions. (moved and reworded above)~~



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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. Administrative response compensation (ARC) will be paid at the rate of an additional \$4.50 per hour. (moved and reworded above)

When this response requires that a supervisor/program manager return to the workplace or works remotely pursuant to Section B (Call Back) above, the employee will cease receiving ARC and begin receiving call back pay. (moved and reworded above)

E. Disaster, Emergency, and/or Major Projects

Under unusual circumstances of major projects or excessive overtime over a sustained period of time, or during a locally proclaimed or declared disaster, emergency, and/or during mutual aid events, upon written request from the department head, the County **Executive Administrator**, may authorize on a case-by-case basis overtime at straight time 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.

As soon as reasonably feasible, During but no later than thirty calendar (30) days after a locally proclaimed or declared disaster and/or emergency, and/or during mutual aid events, MCMEA and the County shall meet and confer (over impacts) within five (5) business days to determine review exempt positions that shall be paid overtime and/or compensatory time at straight time to fill key positions within the Incident Command Structure (ICS).

This will not impact employees currently eligible for overtime or compensatory time. The parties agree to continue discussions to Meet and Confer on MCMEA classifications that may be impacted by locally proclaimed, disaster, emergency, or mutual aid events and no later than July 21, 2025, unless mutually agreed upon.

As soon as reasonably feasible, During but no later than thirty calendar (30) days after a locally proclaimed or declared disaster and/or emergency, and/or during mutual aid events, MCMEA and the County shall meet and confer within five (5) business days to determine review key positions within the Incident Command Structure (ICS) that shall have their vacation cap temporarily suspended until such time as they can take their vacation time.



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As soon as reasonably feasible, but no later than thirty calendar (30) days after a locally proclaimed or declared disaster, emergency, and/or during mutual aid events the parties shall meet and confer by January 1, 2023 in order to determine a process to evaluate to review the DSW assignments and/or backfill assignments of regular positions in order to utilize the Temporary Promotion and/or Temporary Special Assignment Pay language to the fullest extent possible, including backfilling of positions whose incumbents are Temporarily Promoted.

Section IX: Leaves

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C. Time of Commencement

Approved leave without pay for non medical purposes for purposes other than prolonged sickness shall commence after the employee has used all accrued leave banks except 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.

Approved leave without pay for medical purposes 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. The employee may retain up to ten (10) days' (80 hours or 75 hours, based upon the job classification) accrued vacation time.

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F2. Additional New Paid Parental Parent Leave.

The County and MCMEA are finalizing language for a side letter for Board adoption by September 9, 2025, which will reflect new Paid Parental Leave (PPL) and also include Reproductive Loss Leave (unpaid), the intent of which is for these new leaves to be in PMR 44.



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The new PPL section will include the concept of paid leave to be used for the purposes of birth or placement of a child in the amount of two-hundred and forty (240) hours for regular, full-time (1.0 FTE) and pro-rated for part-time employees based on allocated FTE, where eligibility requirements and usage circumstances are met as defined in the new section.

Initial implementation circumstances will be included in the future side letter. As part of initial implementation, the County will include a reasonable, one-time "look back" period for employees meeting eligibility to qualify for the PPL.

H. Professional Leave

Employees in job classes that require continuing education to maintain professional licenses and/or certifications as a required minimum qualification in the job classification shall be provided leave subject to departmental approval for the purpose of attending professional and/or educational activities to maintain licensure and/or certification without loss of compensation of up to five (5) days (40 hours) leave each fiscal year.

Below is a non-exhaustive list of job classes requiring licensure and/or certification with continuing education requirements:

Nursing Services Manager
Supervising Behavioral Health Nurse
Supervising Public Health Nurse
BHRS Unit Supervisors
BHRS Program Managers
BHRS Division Directors
Supervising Pediatric Therapist

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K. Paid Bereavement Leave

Leave with pay up to five (5) standard working days (40 hours) per loss shall be granted by the department head in case of the death of an immediate family member as defined in California Government Code (parent, spouse, registered domestic partner, parent of a spouse or registered domestic partner, grandparent, grandchild, sibling, child, or child of a spouse or of a registered domestic partner of a regular employee as those terms are defined in PMR 44.7 and the California Government Code. The paid bereavement identified in this paragraph must be taken within three (3) calendar months of the death of the immediate family member. Bereavement leave in case of other persons may be granted only upon approval of the Director of Human Resources or designee.



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. The County may not deny or infringe on an employee's rights to use sick time as provided under the Law. Sick leave may be used for the diagnosis, care, treatment of, or preventative care for, the employee's own health condition or that of a qualifying family member or designated person as defined by state law; or if an employee is a victim of domestic abuse, sexual assault, or stalking, for related reasons permitted by law; and as otherwise stated in the PMRs, this CBA, or permitted by law.

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. Accrued and available sick leave with pay Leave with pay up to six (6) standard workdays per year shall be granted by the department head for may be used by an employee who must care for their child son, daughter, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or designated person, as those terms are defined under California Labor Code 245.5 and PMR 44.1. Designated person includes but is not limited to a 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 borrows 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 **5 days or 40 hours, whichever is greater**, 24 hours of sick leave per year after more than 30 days of employment with the County.

Eligible employees shall receive **5 days or 40 hours, whichever is greater**, 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 **up to a maximum of 5 days or 40 hours, whichever is greater**.

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 parent(s), spouse, domestic partner (meets terms of a domestic partner affidavit), parents of a spouse or domestic partner, grandparents, grandchildren, sibling, child, or child of a spouse or a 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. (moved and reworded and made separate paid bank in leaves section K above).~~

Section XV: Temporary Promotion

Emergency Management Assignments Subsection

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



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Section XVI: Temporary Special Assignment Pay

Emergency Management Assignments Subsection:

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

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 their workday~~, an employee in such a designated position shall receive a five percent (5%) bilingual salary differential based on ~~his or her~~ their hourly pay rate, 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. Employees promoting from a bilingual classification and/or position that receives a bilingual differential shall not be required to retest to demonstrate proficiency.

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



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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. Hours actually worked in the jail means time spent inside the walls of the jail managing the operations of the clinical teams in the jail.

Job classes assigned to work in the Crisis Stabilization Unit (CSU) or Mobile Crisis Response Team (MCRT) will receive a five-percent (5%) assignment differential for hours actually worked in the CSU or MCRT. Hours actually worked in the CSU or MCRT means time spent onsite in the CSU unit or in MCRT unit.

D. Job Related License Differential

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 Division Director
BHRS Program Manager
BHRS Quality Improvement Coordinator
Civil Engineer
Senior Civil Engineer
Principal Civil Engineer

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, except that a regular, permanent employee transferring from one department to another in the same or similar classification (as determined by the Director of Human Resources) shall serve a three (3) month probationary period in the new department.

B. An employee who is promoted or transferred, who has obtained regular, permanent status and who is released from probation, will be reinstated in their original classification in the department from which promoted or transferred to a vacant position or if no vacancy exists, bumping out any least senior employee in the classification unless dismissed for cause which is not related to the ability to perform the work assignment. An employee who desires to voluntarily return to their original classification during the probationary period may request to be reinstated in their original classification in the department from which they transferred or promoted, and if approved, will be reinstated if there is a vacancy in their original job classification.

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, however, absence of a performance evaluation shall not be used to withhold a step increase. 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.~~

ED. 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. Absence of a performance evaluation shall not be used to withhold a step increase.

Section XXVIII: Reimbursements and Provided Equipment

G. 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.

Management also holds the final authority to determine whether a MCMEA member who is required to utilize a cell phone for direct communication (via text or phone calls) with clients and/or 3rd parties who are receiving county health services in the course of their work shall receive a County-issued cell phone or shall be reimbursed.

If a County cell phone is not available or the MCMEA member does not elect to carry a County phone with the exception for those required to have a County phone as noted above, 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 regularly once eligibility has been established. 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 XXXV: Grievance Procedure

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Step 2

- a. If the grievance is not resolved at Step 1 to the satisfaction of the grievant, they may, within not more than seven (7) calendar days from their receipt of the department head's decision, request consideration of the grievance by the County Executive Administrator or designee by so notifying the Department of Human Resources in writing.
- b. Within fourteen (14) calendar days after such notification, the County Administrator Executive or designee shall begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent they deem 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 Executive or designee 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 Executive or designee does not resolve the grievance to the satisfaction of the grievant, they 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 their receipt of the County Administrator's Executive or designee'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



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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 Executive or designee 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.

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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 10% ~~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~~ their own.
- Supervisors and managers of licensed medical professionals.

B. Labor Management Committee

There shall be 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. Topics may include various Human Resources functions, such as training, hiring, and best practices for Supervisor support.

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 four (4) ~~six (6)~~ times per year except by mutual agreement.

SIDE LETTER

Sideletter to Update Attachment A
Attachment A

Change the following exempt classifications from 37.5 to 40 in Attachment A



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ASO (accomplished during 2022-2025 contract, need to update in Attachment A)
SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST (this was done 2022-2025, need to update in Attachment A)
Update the following classifications to NE 1.5 OT contractual rate and 1.5 comp contractual rate
SUPERVISING COMMUNICATIONS TECHNICIAN (accomplished during 2022-2025 contract, need to update in Attachment A)
BUILDING MAINTENANCE SUPERVISORS

Side Letter re Environmental Health Services Project Manager and Supervising Equipment Operator

By the end of September 2026, the County will evaluate each Environmental Health Services Project Manager and each Supervising Equipment Manager in MCMEA to determine if they are routinely working at least 40 hours per week. If employees are routinely working at least 40 hours per week, the County will create a 40-hour classification for these classifications and reclassify specific employees (with the employee's consent) to the 40-hour classification, based on workload. Once the new 40 hour classifications are created, all new hires will be hired into the 40 hour classification.

SIDE LETTER

Department Analyst Series and Senior Program Coordinator Committee: The County and MCMEA agree to create a special committee that will hold up to three (3) meetings on the subject of job duties and salary relationships. The committee shall be comprised of three (3) County representatives, two (2) MCMEA board representatives and up to four (4) MCMEA members in the classifications. The task of this committee shall be to review the job duties, market surveys, and salary relationships of the Department Analyst Series and Senior Program Coordinator positions to make a recommendation to each party's negotiating committee. This shall commence no later than February 20, 2026, unless mutually agreed upon.

SIDE LETTER

Side Letter on IST reporting structure

The parties agree to meet and confer no later than December 31, 2025, unless an extension is mutually agreed upon, regarding the reporting structure and compaction



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issues associated with the current structure of the HHS Technology Systems Coordinator classification reporting to the Principal Systems Analyst classification.

SIDE LETTER

The Parties agree there is community of interest for the classifications of MarinNet Systems Administrator and Administrative Services Director to be added to the MCMEA bargaining unit and the parties will work collaboratively together to accomplish this by February 28, 2026, unless mutually extended.

Contracting Out Bargaining Unit Work

- A. Any work within the class specifications 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, except as provided in the limited circumstances described in B below. To initiate the meet and confer process, the County shall provide the Union with notice including (1) the nature of services to be contracted, (2) the reason existing personnel are unable to provide the contracted services, (3) the cost associated with those contracts, and (4) the intended duration of the contracts and expected timeframe to use contracted service. The Union may request additional information as needed. Upon request of the Union, the parties will meet and confer concerning the proposed contracting out of work or services.
- B. The parties agree that, where the use of contractors would not result in the elimination or reduction in hours for any existing bargaining unit position, or long term (e.g. more than six months) diminishment of bargaining unit work, the County may utilize contractors to perform work traditionally performed by bargaining unit employees without advanced notice and meeting and conferring in the following limited situations:
1. Where (a) the need for contracted services is not expected to exceed six (6) months, and (b) existing staff cannot perform the services during their normal working hours within the required timeframe, due to: (1) unusual service demands, (2) position vacancies, (3) short or long-term absences, or (4) lack of the requisite expertise, capacity, or certifications among available staff.



Overtime will continue to be provided to County employees in appropriate circumstances, and the County will give consideration to determine whether the use of existing employees to work approved overtime; temporary promotion; or temporary special assignment pay would reduce or eliminate the need to contract in these limited circumstances. If contracted work/assignment needs are to extend beyond six (6) months, the County will provide notice of the extension and anticipated end date, and will meet and confer with the Union if requested.

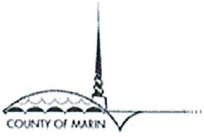
2. Where the use of contractors to respond to a locally proclaimed or declared disaster, emergency, or mutual aid event, due to insufficient requisite expertise, capacity (e.g., insufficient number of staff or available hours), or certifications among available staff. As soon as reasonably feasible, but no later than 30 calendar days after start of the declared event, the parties shall meet and confer over any continued use of contractors that will exceed a 30-day assignment.

C. In addition, the County will notify the Union, and meet and confer upon request, when it enters a multi-year agreement for intermittent services for bargaining unit work as set forth Paragraph B.1 or B.2, above.

D. This section does not impact the County's ability to utilize any employee category in PMR 34.2 types of appointments- (Provisional and Contingent), Temporary appointment to perform services.

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

Summary



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<u>Declared Disaster, Emergency, or Mutual Aid Event</u>	<u>Meet and Confer if use of contractors will exceed 30 day assignments.</u> <u>County may use contractors (including mutual aid or contracted services) due to insufficient requisite expertise, capacity (e.g., insufficient number of staff or available hours), or certifications among available staff.</u>
<u>Services of less than 6 months which would not result in the elimination or reduction in hours for any existing bargaining unit position, or long term (e.g. more than six months) diminishment of bargaining unit work.</u>	<u>No Meet and Confer.</u> <u>County may use contractors where existing staff cannot perform the services during their normal working hours and within the required timeframe, due to: (1) unusual service demands, (2) position vacancies, (3) short or long-term absences, or (4) lack of the requisite expertise, capacity, or certifications among available staff</u>
<u>Multi-year agreement for intermittent services.</u>	<u>Notice of intent to contract and meet and confer upon request.</u> <u>Use of services for less than 6 months will be governed by language above.</u>
<u>All other contracts covering bargaining unit work.</u>	<u>County and the Union will meet and confer in good faith prior to any decision to contract out bargaining unit work</u>

For the Union

Date:

6/18/2025

James D. Helms

For the County

Date:

June 18, 2025