



Mediator’s Proposal for the Memorandum of Understanding between County of Marin and Teamsters Local 856, Probation Workers Unit

July 3, 2025

Time Passed: 5:48 p.m.

The Mediator, Andrea Dooley, proposes the following framework to settle the MOU:

The following constitutes the County’s comprehensive package proposal. This proposal addresses all open issues, including the following:

1. Equity Adjustment to market median based on the County compensation study;
2. General Salary Increases of 4% in FY25-26 and FY26-27 and 3% in FY27-28; and
3. Health Benefit language eliminating the two-tier benefit based on income and normalizing the County fringe benefit at the higher level.
4. Eliminating the 3% pension offset following Board adoption
5. 6% fringe increases in CY2026, 5% increase in CY2027 and 2028 and eliminate range
6. Creating a \$500 annual deferred compensation match contribution
7. Adding 8 additional floating holiday hours
8. Revised contracting out language limiting
9. Providing 240 hours of paid additional new parent leave
10. Providing training pay for time spent preparing for training

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

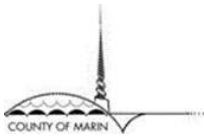
Teamsters Proposal #1: County agrees to 3-year term consistent with its April 4, 2025 response

Section XX. Termination Date

This Agreement shall be in effect from ~~July 1, 2025 to and through June 30, 2028. July 1, 2022 to and through June 30, 2025.~~ It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days' notice prior to June 30, ~~2028~~ to terminate or modify this Agreement.

Teamsters Proposal #2: County restates its May 12, 2025, response to Teamsters’ wage and equity proposals and its April 4, 2025, response to Teamsters’ proposal to eliminate the “Retention Bonus” and “Hard to Fill Bonus” language.

Section IV. Salaries



A. General Salary Adjustments.

Year 1: ~~Effective July 1, 2025~~ Effective the first full pay period **following the later of (i) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors,** ~~in July 2022, or in the first full pay period following ratification and approval, whichever is earlier~~ later, the rate of pay for all classes and employees shall be increased by ~~five percent (5.0%)~~ **four** ~~three and one-half percent (3.5%)~~.

Year 2: Effective the first pay period in July ~~2026~~ **2026**, the rate of pay for all classes and employees shall be increased by ~~five percent (5.0%)~~ ~~three percent (3.0%)~~ **four percent (4.0%)**.

Year 3: Effective the first pay period in July 2027, the rate of pay for all classes and employees shall be increased by ~~five percent (5.0%)~~ ~~three percent (3.0%)~~.

Equity

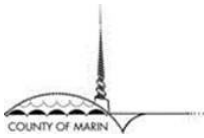
~~Effective July 1, 2025~~ **Effective the pay period following the later of (1) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, the County will increase the base pay for each bargaining unit classification which has base pay less than the market median reflected in the County’s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

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

The Survey reflects the following Equity Adjustments for the Probation Workers bargaining unit:

Effective the first full pay period in July 2022, or in the first full period following adoption of the Agreement, whichever is ~~earlier~~ later, the rate of pay for the following job classes will be increased as follows:

DPOI/DPOI-Bilingual	9.4 6.0 <u>2.79%</u>
DPOII/DPOII-Bilingual	0.25 6.0 <u>2.79%</u>
Senior DPO/Senior DPO-Bilingual	5.0 6.0 <u>2.79%</u>
JCOI/JCOI-Bilingual	7.9 6.0 <u>3.22%</u>



JCOII/JCOII-Bilingual	6.0 <u>3.22%</u>
JCOIII/JCOIII-Bilingual	0.50 6.0 <u>3.22%</u>

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

~~**Hard to Fill Bonus:** When a position is deemed “hard to fill”, as determined by Human Resources, after notification to the Union, new employees hired after July 1, 2022, shall be eligible for up to a \$2500-\$10000 signing bonus. “Hard to fill” generally means an approved open recruitment has been unfilled for six (6) months, or the approved recruitment needed to re-open more than once because the County was unable to hire a candidate for the opening, or the County can show a difficulty retaining employees in the classification, or other similar agencies are offering a signing bonus for the classification.~~

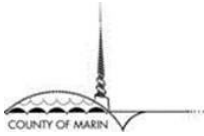
~~The signing bonus shall be split, and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.~~

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 Union before advertising or offering signing bonuses affecting bargaining unit positions or if it intends to modify the signing bonus program.~~

~~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 Union before advertising or offering hiring bonuses affecting bargaining unit positions or if it intends to modify the hiring bonus program.~~

~~1. When a position is deemed “hard to fill”, as determined by Human Resources, after notification to Union, new employees hired may be eligible for up to a \$2,500-\$10,000 signing bonus. “Hard to fill” generally~~



means an approved open recruitment has been unfilled for six (6) months, or the approved successive recruitments are/were needed to re-open more than once because the County was unable to fill the vacancy(ies), or the County can show a difficulty retaining employees in the classification due to salary concerns, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.

J. Training Differential

Deputy Probation Officers or Juvenile Corrections Officers designated by the Hiring Authority to provide training within the Probation department shall receive a five percent (5%) pay differential **for actual time worked** ~~for all hours in paid status for the week pay period in which the employee is so assigned. for each whole hour~~ **during which** the employee provides training within the department, **including time preparing training materials and documenting training results.** The designation of employees as a trainer is not grievable. ~~Assignment as an instructor and/or the FTO assignment shall be designated as a training assignment.~~

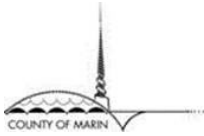
Teamsters Proposal #3: County modifies its May 30, 2025, response as highlighted below

Section VI. Fringe Benefits

C. Insurance and Retirement Contributions.

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

Biweekly Fringe Benefits



Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments in calendar year ~~2026~~²⁵ 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>

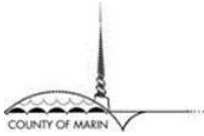
	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe Under 75k*	514.60	\$690.56	\$934.53
Bi-weekly Fringe Over \$75k*	514.60	\$677.66	\$908.74

~~*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~~5~~, 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 equal to the same dollar amount as the Kaiser Silver Plan increase, from zero to ~~seven and one half~~ six percent (0-6~~7.5~~%) of based upon the Kaiser Silver plan premium for plan year 2025 for all benefited employees at the employee plus one (1) and employee plus family benefit levels.

Effective in December ~~2025, December 2026, and December 2027~~³ 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 five percent (5%) of the same dollar amount as the Kaiser Silver Plan premium for the prior plan year increase, from zero to five percent (0-5%) based upon the Kaiser Silver plan for all benefited employees at the employee plus one (1) and employee plus family benefit levels.



An employee who is enrolled in County health benefits and receives cash back of any remaining unused fringe, shall only receive up to a maximum of fifty (\$50) dollars per pay period, 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 ~~20263~~, ~~20274~~ and ~~20285~~: If the biweekly premium at the Kaiser Silver employee-only level in plan years ~~20263~~, ~~20274~~ and/or ~~20285~~ **plus mandated employee-only dental, vision, and basic life insurance** exceeds the County's biweekly fringe contribution at the employee-only level (i.e., \$51~~54.2560~~ 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.

~~The County will additionally increase the bi-weekly fringe benefit package to cover full costs of dental, vision, and mandatory life for all members in the employee + 1 and/or employee + family tiers. Members enrolled in employee + 1 and/or employee + family tiers may select any tier including employee only for dental and/or vision coverage.~~

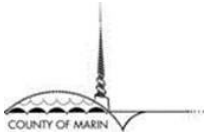
c. During open enrollment or within 30 days of a qualifying event, any **benefits** eligible employee covered by this Agreement may make **an annual** written application to the Human Resources Department Director for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group **medical** plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and may receive up to one hundred dollars (\$100) cash back per pay period.

k. Teamsters Local Union 856, Health and Welfare Trust

For the term of the ~~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").

I. **Health Care Committee**

~~In January 2023,~~ **Between November 15 and February 15 of the subsequent year,** Teamsters and the County shall meet and confer regarding health, dental, and vision plans as part of a health care committee ~~each year November 15-February 15.~~ Neither party shall be permitted to impose any plan, any increase and/or decrease in employee cost toward fringe



benefits, nor impose any increase and/or decrease to any benefit conferred on employees pursuant to this Agreement as part of these discussions.

m. Life Insurance

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

Teamsters Proposal #4: County responds as set forth below.

1. Retirement

a. Safety Retirement.

Cost neutrality to the County as provided below; and

~~Employees with safety retirement will pay a three percent (3.0%) pretax safety retirement offset on an ongoing basis.~~

~~* *This offset payment is consistent with other County safety bargaining agreements, as the enhancement contribution (3%) represents 50% of the normal cost as determined in the 2004 actuarial report.~~

~~In the 2022-2025 cycle of bargaining, the parties agreed to buy down this contribution from 4.5% to 3.0% using funds the County had allocated to equity.~~

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

b. County Contribution to Safety



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

~~c. No later than January 1, 2025, the parties shall meet regarding the subject of the existing cost sharing arrangement~~

Teamsters Proposal #5: County agrees to Teamsters' June 3, 2025 proposal to increase the floating holiday hours by eight (8) hours as set forth below.

Section VI Fringe Benefits

B. Holidays

2. Floating Holidays

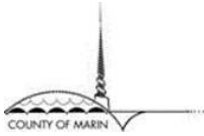
a. ~~Three (3)~~ **Four** workdays (up to ~~32 24~~ hours) per year shall be deemed floating holidays which may be taken at any time or times during the year after accrual with the approval of the department head, provided, however, that no more than two (2) working days' advance notice be

required of the employee prior to the employee taking a floating holiday.

b. Employees appointed prior to October 31 shall be credited with ~~three (3)~~ **four (4)** standard workdays (up to ~~32 24~~ hours) as floating holidays for that fiscal year. Employees appointed between November 1 and February 28 (29) shall be credited with ~~two (2)~~ **three (3)** standard workdays (up to ~~16 24~~ hours) as floating holidays for that fiscal year. Employees appointed between March 1 and May 31 shall be credited with ~~one (1)~~ **two (2)** standard workday (up to 8 16 hours) as a floating holiday for that fiscal year. This pro-rata shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

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

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



Teamsters Proposal #6: County conceptually accepts Teamsters' April 23, 2025 proposal and proposes to clarify the implementation timeline as set forth below.

Section IV. Salaries

- F. Overtime.
1. Overtime shall be defined as time actually worked:
 - a. Beyond forty (40) hours in a workweek (except for 9/80 or other agreed-upon, established work schedules);
 - b. On holidays other than Saturday or Sunday.
 - c. For the purpose of calculating overtime eligibility, legal holidays shall be considered time worked. In addition, employees who work alternative work schedules and use paid time off (e.g., vacation, floating holiday, holiday in-lieu, compensatory time) to supplement legal holidays shall have such paid time off hours considered time worked.
 - d. **Effective as soon as administratively possible following adoption of this agreement by the Board of Supervisors but in no event more than two full pay periods following contract adoption, ~~F~~for the following classifications only overtime shall be defined as time in paid status in excess of the full-time pay period of 80 hours:**
 - Juvenile Corrections Officer I
 - Juvenile Corrections Officer I – bilingual
 - Juvenile Corrections Officer II
 - Juvenile Corrections Officer II – bilingual
 - Juvenile Corrections Officer III
 - Juvenile Corrections Officer III – bilingual
- Effective the same pay period, ~~T~~these classes would ~~then~~ move to a FLSA 80 hour pay period model versus 40 hours per week model.**
2. Eligible employees shall be paid for all overtime worked at one and one-half (1-1/2) times the regular rate of pay or "compensatory time" at the one and one-half (1-1/2) time rate, subject to the following limitations, conditions, and authorizations. Overtime eligibility is determined in accordance with the provisions of the Fair Labor Standards Act, except where provisions of this MOU are more beneficial to the employee(s).

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



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

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

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

Teamsters Proposal #7: County responds to Teamsters' June 3, 2025, settlement intent language as follows:

In the event that County of Marin reaches **a ratified** agreement with another labor organization **whose contract expires in June 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 **that are paid before September 15, 2025, June 30, 2025**, which are greater than those this unit agreed to in this Agreement, the County agrees to provide the higher COLA* or one-time payment to Teamsters 856/Probation Unit, unless the negotiated salary increase is part of a package proposal **that contains concessions (any offsetting reduction in pay or benefits)**. In such event, Teamsters 856/Probation Unit can vote to accept the entire package or refuse the entire package but cannot receive the increase without the corresponding concessions.

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

County Proposal #1: County responds to Teamsters' May 22, 2025, proposal as follows:

Revise the PMR side letter as follows:

PMR Revisions



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

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

~~Agreed upon changes to PMR language and benefits will be incorporated into the MOU. The MOU will be updated to reflect any agreed upon changes to the PMRs where the then-current MOU language conflicts with the agreed upon PMR changes.~~

County Proposal #4: County modifies its proposal as set forth below.

5. Unused Vacation Time.

Vacation shall be capped for all employees in the unit at 360 work hours. **As soon as reasonably feasible, but no later than thirty (30) calendar days after** ~~During a declared disaster, and/or emergency, and/or mutual aid events,~~ Teamsters and the County shall meet and confer (over impacts) ~~within five (5) business days~~ to discuss whether the accumulation cap should be temporarily suspended.

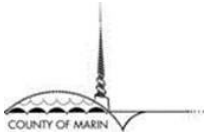
County Proposal #5: County responds to Teamsters' May 22, 2025, proposal as set forth below.

Section VI. Fringe Benefits

F. **Sick Leave**

8. Bereavement Leave

Leave with pay up to five (5) ~~consecutive~~ standard working days per ~~loss~~ calendar year (40 hours) shall be granted by the department head in case of the death of **an immediate family member as defined in PMR 44.7** ~~(mother, father-parent, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, grandchildren, sibling sister, brother,~~



~~son, daughter, child or child son or daughter~~ 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 ~~shall be pursuant to PMR 44.7~~ may be granted only upon approval of the ~~Director of Human Resources or designee Department Head or designee~~. Bereavement leave shall be charged against accumulated sick leave.

County Proposal #7: Side Letter Clarifying Contracting Out Language – SEE BELOW

County Proposal #8: County agrees to Teamsters' May 22, 2025 proposal to maintain the PMR side letter (with revisions addressed as part of response to County Proposal #1) and delete the ACA Excise Tax and ATOM side letters.

County also agrees to maintain the following language from the parties' 9/13/23 side letter:

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

Enhanced Dependent Care Assistants Program (DCAP)

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



County Proposal #10: Paid parental leave

The County and Teamsters Local 856 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.

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.

County Proposal #11: County proposes to add a \$500 deferred compensation matching contribution effective July 2026

NEW SECTION: Deferred Compensation-(language to be finalized)

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

Side Letter Regarding Contracting Out Bargaining Unit Work

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

The Parties further agree that ~~the following activities/duties do not fall within the scope of that Section and that,~~ should the County decide to contract out ~~the limited below these~~ activities/duties ~~listed below~~, such contracting out would not violate Section XIX:



- Use of an outside service provider to provide the following services:
 - Mental health care providers
 - Substance use treatment providers
 - Medi-Cal billing
 - Training, **Subject to Section IV(J) Training Differential, which states: Deputy Probation Officers or Juvenile Corrections Officers designated by the Hiring Authority to provide training within the Probation department shall receive a five percent (5%) pay differential for each whole hour the employee provides training within the department. The designation of employees as a trainer is not grievable, provided that such contract does not result in the elimination or reduction in hours for bargaining unit members to train and receive the differential as provided for under the MOU**
 - Background checks, **provided that once vacancy rates of DPOs is equal to or under 10% the parties shall meet and confer over returning this work to the unit;**
 - Support for basic activities of daily living (for example mold remediation providers, alternative child care providers, meal delivery providers)

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

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

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