COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY MANAGEMENT

EMPLOYEES' ASSOCIATION

COUNTY OF MARIN

July 1, 2025 -
June 30, 2028

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COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

COUNTY OF MARIN

July 1, 2025 – June 30, 2028

Section I: Introduction

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

Section II: Recognition

A. County hereby recognizes Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees in the representation unit certified by the County Personnel Commission on March 21, 1990 and as subsequently modified. The classifications represented by the Association at the time of Agreement are listed in Attachment A.

B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.

C. Each employee shall have provided to him/her, without prejudice, the full representational services of the Association.

D. Non- members will be charged an hourly rate for any services requested beyond negotiation of the labor contract. The rate for services will be determined by MCMEA Board at the time of services rendered in accordance with its bylaws.

Section III: Existing Laws, Regulations, and Policies

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

Section IV: County Rights

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

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

C. This Agreement is not intended to, nor may it be construed to, modify the provisions of the County Code relating to the merit system or personnel administration. The Personnel Commission shall continue to exercise the authority vested in it by County Code and Personnel Management Regulations (PMRs).

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

Section V: Employee Representatives

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

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

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

1. Discuss with an employee a grievance complaint.

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

3. Assist association employees in preparation for, or represent employees in, or attend, the appeal and review steps of the grievance procedure in arbitration, and/or in personnel commission meetings and/or hearings.

4. Attend meetings with supervisors or other management officials with respect to association employee grievance adjustments; consultation or general discussion directly related to wages, hours, or working conditions; and matters mutually agreed upon.

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

6. Release time shall be granted for any other matters reasonably related to Association business by mutual agreement between the parties.

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

B. All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

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

D. Association's Right to Use of County Email System for Reasonable Association Activity/Business

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

E. Employee representatives may investigate and process formal grievances filed by employees.

F. In connection with contract negotiations, unless otherwise agreed upon, the bargaining committee will not exceed six (6) persons. Employee members of the Association

bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiation.

Section VI: Membership and Dues Deduction

A. New-Hire Notification/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 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. The County shall grant release time to one (1) union steward to attend the orientation. Said release shall be granted, subject to the supervisor's judgment as to the maintenance of minimum work forces at all times, 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 provided 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 outlines below.

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

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 administrative action, and expense and liability of any kinds, 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 claims or action in a way that obligates the County in any matter, 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 Listings

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.

Section VII: Hours of Work

A. Normal Workday

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

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

B. Normal Workweek

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

C. Exceptions

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

D. Work Arrangements

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

E. Work Shifts – Road Maintenance Division

   For employees of the Road Maintenance Division of the Public Works Department, the workweek shall consist of four (4) consecutive days, Monday through Thursday, inclusive. The workday shall be nine and one half (9-1/2) hours per day, Monday through Wednesday, and nine (9) hours on Thursday with a one half (1/2) hour lunch, a fifteen- (15) minute morning break, and two (2) fifteen- (15) minute afternoon breaks. The work hours shall begin at 7:00 a.m.

F. Work Schedule Changes

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

Section VIII: Overtime

A. Overtime Defined

Overtime is time worked (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
   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 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.

No employee shall accumulate more than forty (40) hours of compensatory time without specific approval of the 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 overtime 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 availability to provide consultation and/or make administrative decision 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 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 MGR
COMMUNICATIONS DISPATCH MGR
COMMUNICATIONS MANAGER
HHS FACILITIES MANAGER

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, 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, 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) to 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, 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 to 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.

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 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

A. Leave of Absence Without Pay

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

B. Preservation of Rights

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

C. Time of Commencement

Approved leave without pay for non-medical purposes shall commence after the employee has used all accrued leave banks except sick leave. 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 shall commence after the employee has used all accrued leaves. The employee may retain up to ten (10) days' (80 hours or 75 hours, based upon the job classification) accrued vacation time.

D. Jury Duty

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

E. Promotional Examinations

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

F. Family-Care Leave

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

F2. Paid Parental Leave (PPL) Additional New Paid Parental Parent Leave. Definition and Use of Leave. Eligible full-time employees will be provided 240 Paid Parental Leave (PPL) hours to use within 52 weeks of a qualifying event. Eligible part-time employees will be provided with a prorated number of PPL hours, based on FTE. PPL may be used in a block of continuous time or as intermittent leave as arranged in advance. PPL cannot be used retroactively. No more than 240 PPL hours may be used in any rolling 12-month period. PPL may impact an employee's Probationary Period pursuant to relevant PMRs.

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

The intent of PPL is for planned leave and not for unplanned/emergent leave needs.

Therefore, reasonable advanced notice must be given to department prior to use.

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

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

a. Birth of a child of the employee

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

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

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

3. Coordination of Benefits and Leaves

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

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

F3. Reproductive Loss Leave

A. In accordance with applicable law, the County will provide Reproductive Loss Leave for up to 5 (five) working days (37 ½ or 40 hours), which will be granted by the Department Head or the employee's manager/supervisor to be used by the employee in the case of a reproductive loss event. Reproductive loss event means:

1. a failed adoption ("Failed adoption" means the dissolution or breach of an adoption

agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.);

2. a failed surrogacy ("Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy);

3. a miscarriage ("Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.);

4. a stillbirth ("Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.); or

5. an unsuccessful assisted reproduction ("Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation. "Assisted reproduction" does not include any pregnancy achieved through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.)

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

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

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

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

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

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

H. Professional Leave

Employees in 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

I. Management Leave

The County will credit each full-time management employee who is exempt under the Fair Labor Standards Act (FLSA) and not eligible for time-and-a-half overtime under this Agreement with forty (40) hours of management leave every July 1.

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

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

J. Disaster Leave

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

paid time accruals.

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. 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 may be used by an employee who must care for their child, 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 temporary employees (contingent-hire employees) are eligible to receive 5 days or 40 hours, whichever is greater, 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, of sick leave each fiscal year.

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

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

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

B. Exceptions

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

C. Industrial Accidents

1. In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge against sick leave, during the first week off work or any portion thereof following an industrial accident provided that the County determines that

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

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

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

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

In accordance with Labor Code Section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after thirty (30) days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area.

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

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

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

Section XI: Vacations

A. Accrual Schedule

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

Months of Service	Hourly Standard Accrual	Maximum Workdays Per Year*
0 through 24 months	.0385	10
25 months through 108 months	.0577	15
109 months through 228 months	.0770	20
229 months through 348 months	.0962	25
Greater than 349 months	.1154	30

*Two thousand eighty (2,080) hours per year for those in positions working eighty (80) hours per biweekly pay period; one thousand nine hundred fifty (1,950) hours per year

for those in positions working seventy-five (75) hours per biweekly pay period. Vacation days are eight (8) hours for those working eighty (80) hours per biweekly pay period and seven and one half (7-1/2) hours for those working seventy-five (75) hours per biweekly pay period.

B. Unpaid Leave of Absence

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

C. Vacation Leave Usage

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

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

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

D. Unused Vacation Time.

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

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

E. Holiday and Illness During Vacation.

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

F. Vacation Payment at Termination.

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

Section XII: Holidays

A. Regular Holidays.

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

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

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

2. When a holiday falls on a Saturday or a Sunday, the Friday preceding the Saturday holiday or the Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday-through-Friday schedule, the day immediately following the employee's two (2) days off shall be deemed to be a holiday in lieu of the day observed.

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

B. Floating Holidays.

1. Each regular employee on the payroll as of July shall be credited with two (2) floating holidays for that fiscal year. Employees newly appointed between July 1 and December 31 shall be credited with two (2) standard workdays as floating holidays for that fiscal year. Employees newly appointed between January 1 and May 31 shall be credited with one (1) standard workday as floating holiday for that fiscal year. Employees newly appointed between June 1 and June 30 shall not be credited with any floating holidays for that fiscal year. This pro-ration shall also apply to employees

who have returned from an approved leave of absence where they were in leave without pay status.

2. With the approval of the department head, floating holidays may be taken at any time or times during the year.

3. Floating holidays shall not accrue from one fiscal year to the next.

4. Upon termination, unused floating holidays shall be paid at the straight-time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed one (1) work day if the termination occurs between July 1 and December 31 or two (2) work days if the termination occurs between January 1 and June 30 or per the prorated schedule for new employees.

C. Equal Holidays.

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

Section XIII: Personal Leave

A. Five (5) workdays per year shall be deemed personal leave which may be taken at any time or times during the year, after accrual, with the approval of the department head.

B. Each regular employee on the payroll as of July 1 shall be credited immediately with five (5) personal leave days for that fiscal year. Employees newly appointed between July 1 and October 31 shall be credited with five (5) days of personal leave for that fiscal year. Any such employee appointed between November 1 and February 28 (29) shall be credited with two and a half (2-1/2) days of personal leave for the balance of that fiscal year. Any such employee appointed between March 1 and May 31 shall be credited with one (1) day of personal leave for the balance of that fiscal year. Any such employee appointed between June 1 and June 30 shall receive no personal leave for that fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

C. Personal leave shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

D. Upon termination of employees who have completed their initial probationary period, unused personal leave shall be paid at a straight-time rate so that the total of unused personal leave days to be paid off and personal leave used by the employee shall not exceed two and one half (2-1/2) standard workdays if the termination occurs between July 1 and December 31 or five (5) workdays if the termination occurs between January 1 and June 30 or per the prorated schedule for new employees. Personal leave upon termination will not be paid to employees who have not completed their initial probationary period.

In the above sections, "day" shall be defined as seven and a half (7-1/2) or eight (8) hours

depending upon the regularly scheduled hours for each job class.

Section XIV: Promotion

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

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

Section XV: Temporary Promotion

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

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

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

scheduled hours of their regular hire classification. An employee's eligibility for overtime and leave accrual shall be pursuant to their regular classification.

An employee must meet the minimum qualifications for the job class to which they are being temporarily promoted and must have completed the first six (6) months of their initial probationary period with the County. The appointing authority will consider all interested and eligible employees. The selection decision rests with the appointing authority. The request for temporary promotion must be submitted to Human Resources by the appointing authority in writing and should include the justification for the temporary promotion along with the required documentation. Approval of temporary promotions shall not be unreasonably denied. Temporary promotions shall not exceed one (1) year. Beyond the first year of a temporary promotion, an extension of an additional six months may be granted. Any additional extensions beyond 18 months may only be granted after consultation with MCMEA representatives. Management will be required to provide a justification for the extension. An example of an appropriate justification could be an accommodation related to injury or illness.

The granting and/or discontinuance of a temporary promotion shall not be subject to the grievance procedure. Otherwise, PMR 41.3 shall govern temporary promotion.

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

Emergency Management Assignments Subsection:

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

Section XVI: Temporary Special Assignment Pay

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

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

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

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

The granting and/or discontinuance of temporary special assignment pay shall not be subject to the grievance procedure.

Emergency Management Assignments Subsection:

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

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, an employee in such a designated position shall receive a five percent (5%) bilingual salary differential based on 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 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. A regular employee failing to pass the probationary period provided herein shall be allowed to return to the employee's original department in the original job class if a vacant position exists.

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 all 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 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. 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 withholding a step increase.

Section XX: Part-Time, Regular-Hire Employees

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

Section XXI: Contingent-Hire Employees

A. Fringe Benefits

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

B. Conversion

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

C. Step Increase

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

D. Use of Contingent-Hire

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

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

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

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

E. Fringe-Benefit Applicability

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

F. Personnel Management Regulations

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

Section XXII: Non-stated Benefits

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

Section XXIII: Personnel Files

The original or a copy of all materials which reflects on an employee's performance shall

immediately be inserted in the employee's file in the Department of Human Resources, and the employee shall be notified accordingly. Said file shall be available at all reasonable times for inspection by the employee and/or such person as the employee may authorize in writing.

Section XXIV: Re-employment Within Sixty Days

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

Section XXV: Physical Examination

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

Section XXVI: State Disability Insurance (SDI)

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

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

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

Section XXVII: Salary

A. Salary Increases

Effective the first full pay period of July 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%).

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

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

B. Salary Equity Adjustments

Effective the first full pay period July 1, 2025 or in the first full pay period following 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 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
0379	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
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
0899	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 may be eligible for up to a $2,500-$10,000 signing bonus. "Hard to fill" generally means an open recruitment has been unfilled for six (6) months, or successive recruitments are/were needed because the County was unable to fill the vacancy(ies), or the County can show a difficulty retaining employees in the classification due to salary concerns, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.

D. 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 XXVIII: Reimbursements and Provided Equipment

A. Mileage

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

B. Equipment Provided

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

C. Boot Allowance

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

D. Tool Allowance

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

E. Fire Boot Allowance

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

The County will use a vendor-voucher reimbursement system.

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

F. Uniform Allowance

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

G. License Renewal

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

0271	BHRS Program Manager
0272	BHRS Division Director
0277	BHRS Unit Supervisor
1003	Supervising Public Health Nurse
1018	Supervising Pediatric Therapist
1448	Supervising Behavioral Health Nurse
1469	Nursing Services Manager
0281	Quality Improvement Coordinator
1079	Public Health Program Manager assigned to WIC

H. Cell Phone Reimbursement

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

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

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

A. Fringe-Benefit Amount

Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments in calendar year 2025 as follows, effective as soon as administratively possible following adoption of this agreement by the Board of Supervisors but in no event more than two full pay periods following contract adoption:

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

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

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

Fringe Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level for Plan Years 2026, 2027, and 2028. If the biweekly premium at the Kaiser Silver employee-only level in

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

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

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

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

B. Hold Harmless

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

The County agrees that as of the first pay period of fiscal year 2012/2013 or when implemented whichever is later, no employee shall pay an additional cost as a result of the transition to the new plan with the exception of any additional pension and/or tax costs due to the employee receiving cash back. Money received pursuant to this section for each affected employee will be frozen as of the first pay period of fiscal year 2012/2013 or when implemented whichever is later and shall not increase in any subsequent year.

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

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

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

C. Domestic Partners

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

D. Waiver of Participation

During open enrollment or within 30 days of a qualifying event (as defined by the County of Marin Section 125 Plan), any employee covered by this Agreement may make written application to the Human Resources Director for waiver of required participation in a County medical plan if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section shall use the fringe-benefit package to pay for mandated benefits and may receive up to one hundred dollars $100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.

E. Retirement Benefit Levels

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

1. The retirement benefit level will be in accordance with California Government Code Section 31676.1 under the County Employees' Retirement Act of 1937.

2. The maximum cost-of-living adjustment (COLA) will be two percent (2%).

3. The computation of retirement allowance will be based on the average of an employee's three (3) years' highest salaries.

F. Unused Sick Leave

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

G. Flexible Spending Accounts

Members of the Association may participate in the County's flexible spending accounts in accordance with IRS Section 125 to allow employees to set aside pre-tax dollars by payroll deduction for approved expenses including:
1) DCAP- Dependent Care Assistance Program
2) Health Flexible Spending Account

H. Retirement Age

For employees who become members of the retirement system on or after

January 1, 2008, the minimum retirement age will be adjusted from fifty (50) to fifty-five (55) with the appropriate requirements.

I. Continuation of Benefits for Industrial Injury

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

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

J. Teamsters Local Union 856, Health and Welfare Trust

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

K. Single and Double Supplemental Life Insurance

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

L. Long Term Disability

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

M. Health Care Committee

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.

Section XXX: Retirement-Benefit Changes

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

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

Section XXXI: Discrimination

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

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

Section XXXII: Notification

A. Except in cases of emergency as provided for under Government Code Section 3504.5, the County shall provide Association with a minimum of 15 business days' written notice in advance of action relating to salaries, hours, working conditions and/or fringe benefits of employees. Upon mutual agreement of the parties, the County and the Association may agree to a modification of this time frame.

B. The County will send all official notifications to MCMEA's P.O. Box at P.O. Box 4231, San Rafael, CA. 94913-4231 with an email copy to the MCMEA executive board. All unofficial notifications will be delivered via email only. Upon change of the MCMEA executive board members, MCMEA will notify the Director of Human Resources.

Section XXXIII: Health and Safety

A. County shall comply with all applicable County and State safety regulations and shall furnish to employees as needed all safety equipment thereby required.

B. The Association may designate one (1) representative to participate in the County Joint Occupational Health and Safety Committee.

C. The Crisis Stabilization Unit (CSU) safety committee shall continue to meet to discuss safety improvements to CSU and make recommendations based upon consensus. The County will make reasonable improvements based on these recommendations.

Section XXXIV: Disciplinary Appeal Procedure

A. Appeal Procedures

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

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

If the parties mutually agree to have the termination heard before an arbitrator, the decision of the arbitrator shall be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure. The arbitrator shall have the same limitations as listed in PMR 24.4.

B. Disciplinary Action

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

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

Section XXXV: Grievance Procedure

A. Definition, Scope, and Right to File

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

   a. Collective bargaining agreement
   b. County ordinances
   c. Resolutions
   d. Rules
   e. Policies and regulations
   f. Existing practices affecting the status or working conditions of County employees
   g. Any or all retaliation against an association member for participating in an authorized representational activity

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

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

4. If it is asserted that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the Personnel Commission or arbitrator shall evaluate the assertion and make a ruling prior to hearing the grievance on the merits if necessary.

5. Grievance steps may only be skipped between mutual agreement of the parties.

B. Informal Grievance

1. Within fourteen (14) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor.
2. Presentation of the informal grievance shall be a prerequisite to the institution of a formal grievance.

C. Formal Grievance

1. If the grievant believes that the grievance has not been redressed within fourteen (14) calendar days, they may initiate a formal grievance within seven (7) calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Department of Human Resources a designated form provided by the Director of Human Resources for this purpose. The form shall contain:

   a. Name(s) of grievant(s)

   b. Class title(s)

c. Department(s)

d. Mailing address(es) and/or email address

e. A clear statement of the nature of the grievance (citing applicable ordinances, rules or regulations, or contract language) to the best of the grievant's ability. Grievant must specify what provisions have been violated and how such violations occurred

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

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

h. A proposed solution to the grievance

i. The date of execution of the grievance form

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

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

2. Step 1

Within three (3) calendar weeks after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

3. Step 2

a. If the grievance is not resolved at Step 1 to the satisfaction of the grievant, 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 or designee by so notifying the Department of Human Resources in writing.

b. Within fourteen (14) calendar days after such notification, the County 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 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 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 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 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 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.

      Arbitration - Submission Statement

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

      Scope of Arbitration:

      The decision and award of the arbitrator shall be made solely upon the evidence

and arguments presented to the arbitrator by the respective parties.

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

b. Mandatory Settlement Conference

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

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

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

E. General Conditions

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

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

3. An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

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

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

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

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

7. There will be no amendments of grievances without the approval of both parties.

8. Mediation may be used by the parties to assist them in resolving grievances. The

decision to utilize mediation shall be voluntary. Mediation may be held at any time prior to submission of the final appeal under Step 3 of the grievance procedure. If mediation is used, it shall be advisory only.

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

Section XXXVI: Notice of Termination

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

Section XXXVII: Reduction in Force

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

A. Order of Layoff

1. Layoffs and/or reduction in force shall be made by classification under an appointing authority. A classification is defined as a position or number of positions having the same title, job description, and salary. Contingent-hire employees shall be laid off before probationary employees, and probationary employees shall be laid off before regular employees in the affected classification. In effecting the preceding order, part-time, regular employees with more seniority can displace a full-time, regular employee. Employees in lower-level classes under filling the affected classification will be laid off first.

    a. If an employee holds status in a lower level position in a series classification and gets promoted to a higher level classification in the same series, and after such promotion a classification is created in between the two levels in the series, the employee shall be deemed to have held status in the newly created classification.

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

    a. Seniority will be based on date of hire in the affected classification and will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited based on the date of hire into the classification and full time equivalency (FTE). Time spent on leave of absence without pay beyond 12 consecutive weeks will not count toward seniority.

    b. If the seniority of two (2) or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.

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

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

3. The break in service of an employee who is reinstated pursuant to Section E shall not be counted as County service.

B. Exceptions

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

C. Bumping

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

D. Transfer

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

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

1. Individuals who have been laid off or demoted in lieu of layoff shall be offered reappointments to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

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

3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall be

considered unavailable for employment, shall forfeit the right to re-employment, and shall be removed from the re-employment list.

4. Whenever a person is unavailable for re-employment, the next senior person who is eligible on the department re-employment list shall be offered re-employment in the same manner and under the same conditions as in Subsection 1.

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

6. Persons selected from the countywide re-employment list shall have their names removed from the department re-employment list for classification in which they were re-employed. Should there be no persons on the re-employment list eligible or available for re-employment, vacancies shall be filled from an appropriate eligible list.

7. Employees reappointed to the same department under the provision above will not be required to complete a new probationary period if they had previously held regular status in the classification. Employees reappointed to a new department following a reduction in force shall be required to complete a new probationary period in the new department. Employees who have not completed their probationary period shall serve the remainder of the probationary period upon reappointment.

8. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

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

1. If a contingent-hire position is opened in the same classification in which a regular hire employee who held status has been laid off or demoted in lieu of layoff, in the order of seniority in the classification, the regular hire individual shall be offered the contingent- hire position, based upon the existing reemployment list.

2. Within one (1) year after the layoff or demotion, this regular hire employee shall be offered this contingent-hire position in writing should a contingent-hire vacancy occur in the same classification and department in which the employee held status.

3. Should the person not accept the reappointment within seven (7) calendar days after the date of the offer or should the person decline or be unable to begin work within two (2) weeks after the date of acceptance of the offer, the person shall not forfeit the right to reemployment under section E above, but shall forfeit the right to further re-employment under this section F.

G. Notice to Employees and Recognized Employee Organizations

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

Section XXXVIII: Salary Compaction

A. Supervisory Compaction

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

1. The employee(s) as part of their regular job responsibilities supervises and directs the work of a subordinate(s).
2. The Supervisory relationship is permanent as determined by Human Resources. (Relationship has existed for at least 12 months, and is likely to continue).
3. The Compensation range of Supervisor/Manager (at top step) is less than 10% 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 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) times per year except by mutual agreement.

Section XXXIX: Strikes and Lockouts

A. During the term of this Agreement, County agrees that it will not lock out employees, and the Association agrees that they will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of this Agreement. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with the County that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.

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

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

Section XL: Severability

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

Section XLI: Waiver Clause

The parties acknowledge that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, except as otherwise provided herein. Nothing in this section will restrict the County's right to make changes to the County Personnel Management Regulations in accordance with any applicable requirements of the law.

Section XLII: Term

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

Section XLIII: Commencement of Bargaining

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

Section XLV: Settlement Intent

In the event that County of Marin reaches a ratified agreement with another labor organization whose contract expires June 2025 or with MAPE if they agree to a contract 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* or one-time payment to MCMEA, 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.

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 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this_____day of_____, 2026.

MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

11/4/2026
Michelle Funez — Date
President

Lisa Li (Apr 28, 2026) 04/28/2026
Lisa Li — Date
Director of Employee & Labor Relations

James Villella 11/4/26
James Villella — Date
1st Vice President

Jami Brady 04/21/2026
Jami Brady — Date
HHS HR Manager

Miguel Garza 11/4/26
Miguel Garza — Date
2nd Vice President

Sondra Lewis 04/21/2026
Sondra Lewis — Date
Senior Employee & Labor Relations Analyst

11/04/26

Patti Silva Date
Secretary

11/3/26

Susanna Farber Date
Representative

RATIFIED:

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

ATTEST:

APPROVED:

BOARD OF SUPERVISORS OF THE
COUNTY OF MARIN

ATTEST:

ATTACHMENT A

MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION
JOB CLASSIFICATIONS

Class Code	Class Title	FLSA	Overtime Rate	Comp Time Rate	Hours per Week
0379	ACCOUNTING UNIT MANAGER	E	0	0	40
0319	ADMINISTRATIVE SERVICES ASSOCIATE	NE	1.5	1.5	37.5
0309	ADMINISTRATIVE SERVICES OFFICER	E	0	0	40
0313	ADMINISTRATIVE SERVICES MANAGER	E	0	0	40
0318	ADMINISTRATIVE SERVICES TECHNICIAN	NE	1.5	1.5	37.5
1168	AIRPORT MANAGER	E	0	0	40
0345	ASSESSMENT RECORDING COUNTY CLERK SUPERVISOR	NE	1.5	1.5	37.5
0817	ASSISTANT BUILDING OFFICIAL	E	0	0	40
1406	ASSISTANT CHIEF FISCAL OFFICER – H&HS	E	0	0	40
0898	ASSISTANT COMMUNICATIONS DISPATCH MANAGER	E	0	0	40
1021	ASSISTANT EMERGENCY SERVICES MANAGER	E	0	0	40
0640	ASSOCIATE ARCHITECT	E	0	0	40
0372	AUDIT MANAGER	E	0	0	40
0271	BHRS PROGRAM MANAGER	E	0	0	40
0272	BHRS DIVISION DIRECTOR	E	0	0	40
0428	BHRS PEER PROGRAM COORDINATOR	NE	1.5	1.5	40
0277	BHRS UNIT SUPERVISOR	E	0	0	40
1129	BUILDING & MAINTENANCE MANAGER	E	1.5	1.5	40
0810	BUILDING INSPECTION SERVICES SUPERVISOR	E	0	0	40
1123	BUILDING MAINTENANCE SUPERVISOR	E	1.5	1.5	40
0644	CAPITAL IMPROVEMENT PROGRAM MANAGER	E	0	0	40
0643	CAPITAL PLANNING & PROJECT MANAGER I	NE	1.5	1.5	37.5
0642	CAPITAL PLANNING & PROJECT MANAGER II	NE	1.5	1.5	37.5
0639	CAPITAL PLANNING & PROJECT MANAGER III	E	0	0	40
0526	CHIEF DEPUTY PUBLIC ADMINISTRATOR	E	0	0	40
0112	CHIEF DEPUTY RECORDER-COUNTY CLERK	E	0	0	40
1382	CHIEF INVESTIGATOR SPECIAL INVESTIGATIONS UNIT	E	0	0	40
0347	CHIEF OF ASSESSMENT STANDARDS	E	0	0	40
0349	CHIEF OF ASSESSMENT SYSTEMS	E	0	0	40
0637	CHIEF OF CONSTRUCTION	NE	1.5	1.5	40
0688	CHIEF OF NATURAL RESOURCES & SCIENCE	E	0	0	40
1155	CHIEF PARK RANGER	E	0	0	40
0511	CHIEF PUBLIC DEFENDER INVESTIGATOR	E	0	0	40
0377	CHIEF REAL PROPERTY AGENT	E	0	0	40
1016	CHIEF THERAPIST	E	0	0	40
0626	CIVIL ENGINEER	E	1.5	1.5	40
0332	COLLECTIONS MANAGER	E	0	0	40
0899	COMMUNICATIONS DISPATCH MANAGER	E	0	0	40
0900	COMMUNICATIONS MANAGER	E	0	0	40
1274	CONSUMER & COMMUNITY MEDIATION COORDINATOR	E	0	0	40
1139	CUSTODIAL SUPERVISOR	NE	1.5	1.5	37.5

Class Code	Class Title	FLSA	Overtime Rate	Comp Time Rate	Hours per Week
0389	DEPARTMENT ANALYST I	E	0	0	40
0390	DEPARTMENT ANALYST II	E	0	0	40
1358	DOCUMENTARY SERVICES MANAGER	E	0	0	40
1395	ELIGIBILITY PROGRAM SPECIALIST	E	0	0	40
1381	ELIGIBILITY SUPERVISOR	E	0	0	40
0765	ECC ASSISTANT DIRECTOR - TECHNICAL MANAGER	E	0	0	40
1517	EMERGENCY MEDICAL SERVICES ADMINISTRATOR	E	0	0	40
1022	EMERGENCY SERVICES MANAGER	E	0	0	40
0632	ENGINEER I	E	1.5	1.5	37.5
0631	ENGINEER II	E	1.5	1.5	37.5
0661	ENGINEERING ASSISTANT	E	1.5	1.5	37.5
0807	ENVIRONMENTAL HEALTH SERVICES PROJECT MGR	E	0	0	37.5
1038	EPIDEMIOLOGY MANAGER	E	0	0	40
1115	EQUIPMENT MAINTENANCE SUPERVISOR	NE	1.5	1.5	37.5
1200	EVENT OPERATIONS MANAGER	NE	1.5	1.5	40
1190	EVENT/RENTAL MANGER	E	0	0	40
0381	FINANCE SERVICES SUPERVISOR	E	0	0	40
0762	FIRE VEGETATION MANAGEMENT PROGRAM MANAGER	E	0	0	0
1111	FLEET MANAGER	E	1.5	1.5	40
1114	FLEET SUPERVISOR	NE	1.5	1.5	40
1034	FOOD & SUPPORT SERVICES MANAGER	E	0	0	40
1154	FOOD SERVICES SUPERVISOR	NE	1.5	1.5	40
0249	H&HS FACILITIES MANAGER	E	0	0	40
0812	HAZARDOUS MATERIALS PROGRAM MANAGER	E	0	0	40
0965	INFORMATION TECHNOLOGY MANAGER	E	0	0	40
1368	LEGAL PROCESS SUPERVISOR	E	1.5	1.5	37.5
0400	LIBRARY SERVICES MANAGER	E	0	0	40
0295	MEDIA MANAGER	E	0	0	40
0294	MEDIA SPECIALIST	NE	1.5	1.5	40
1333	MEDICAL DIRECTOR – MENTAL HEALTH	E	0	0	40
1327	HEALTH INFORMATION MANAGEMENT ADMINISTRATOR	E	0	0	40
1469	NURSING SERVICES MANAGER	E	0	0	40
1353	OFFICE SERVICES SUPERVISOR	E	0	0	40
1141	PARK/OPEN SPACE SUPERINTENDENT	E	0	0	40
0815	PERMIT OMBUDSPERSON	E	0	0	40
0170	PERMIT SERVICES MANAGER	E	0	0	40
0837	PERMIT SERVICES SUPERVISOR	E	0	0	40
0687	PLANNING MANAGER	E	0	0	40
0364	PRINCIPAL APPRAISER	E	0	0	40
0351	PRINCIPAL AUDITOR APPRAISER	E	0	0	40
0641	PRINCIPAL CIVIL ENGINEER	E	0	0	40
0759	PRINCIPAL EMERGENCY MANAGEMENT COORDINATOR	E	0	0	40
0677	PRINCIPAL LANDSCAPE ARCHITECT	E	0	0	40
0606	PRINCIPAL PLANNER	E	0	0	40
0910	PRINCIPAL SYSTEMS ANALYST	E	0	0	40

0647	PRINCIPAL TRANSPORTATION PLANNER	E	0	0	40
1100	PROCUREMENT MANAGER	E	0	0	40
1219	PUBLIC GUARDIAN/CONSERVATOR	E	0	0	40
1070	PUBLIC HEALTH DIVISION DIRECTOR	E	0	0	40
1079	PUBLIC HEALTH PROGRAM MANAGER	E	0	0	40

Class Code	Class Title	FLSA	Overtime Rate	Comp Time Rate	Hours per Week
0285	PUBLIC HEALTH UNIT SUPERVISOR	E	0	0	40
1101	PUBLIC WORKS PROGRAM MANAGER	E	0	0	40
0281	QUALITY IMPROVEMENT COORDINATOR	E	0	0	40
0377	REAL ESTATE MANAGER	E	0	0	40
0413	RETIREMENT BENEFITS SUPERVISOR	E	0	0	40
1102	ROAD MAINTENANCE SUPERINTENDENT	E	1.5	1.5	40
1104	ROAD MAINTENANCE SUPERVISOR	E	1.5	1.5	37.5
0629	SENIOR CIVIL ENGINEER	E	1.5	1.5	40
0391	SENIOR DEPARTMENT ANALYST	E	0	0	40
0402	SENIOR LIBRARIAN	E	0	0	40
1251	SENIOR PROGRAM COORDINATOR	E	0	0	40
1103	SENIOR ROAD MAINTENANCE SUPERVISOR	E	1.5	1.5	37.5
1017	SENIOR THERAPIST	E	0	0	37.5
1358	DOCUMENTARY SERVICES MANAGER	E	0	0	40
0274	SOCIAL SERVICES DIVISION DIRECTOR	E	0	0	40
1231	SOCIAL SERVICES PROGRAM MANAGER	E	0	0	40
0275	SOCIAL SERVICES UNIT SUPERVISOR	E	0	0	40
0818	STORMWATER PROGRAM ADMINISTRATOR	E	0	0	40
0829	SUPERVISING AG/WEIGHTS & MEASURES INSPECTOR	E	0	0	40
1448	SUPERVISING BEHAVIORAL HEALTH NURSE	E	0	0	40
1349	SUPERVISING CHILD SUPPORT OFFICER	E	0	0	40
0684	SUPERVISING CODE COMPLIANCE SPECIALIST	E	0	0	40
0903	SUPERVISING COMMUNICATIONS TECHNICIAN	E	1.5	1.5	40
1224	SUPERVISING EMPLOYMENT DEVELOPMENT COUNSELOR	E	0	0	40
0803	SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	E	0	0	40
0650	SUPERVISING EQUIPMENT OPERATOR	E	0	0	37.5
1374	SUPERVISING LIBRARY TECHNICAL ASSISTANT	E	0	0	37.5
1018	SUPERVISING PEDIATRIC THERAPIST	E	0	0	40
1003	SUPERVISING PUBLIC HEALTH NURSE	E	0	0	40
0356	SUPERVISING PURCHASER	E	0	0	40
1125	SUPERVISING REPROGRAPHIC TECHNICIAN	E	0	0	37.5
0283	SUPERVISING TECHNOLOGY SYSTEMS SPECIALIST	E	0	0	40
0284	TECHNOLOGY SYSTEMS COORDINATOR	E	0	0	40
1108	TRAFFIC SAFETY MAINTENANCE SUPERVISOR	E	1.5	1.5	37.5
1218	VETERANS SERVICES OFFICER	E	0	0	40
1215	VICTIM / WITNESS PROGRAM SUPERVISOR	E	0	0	40
0689	WATER RESOURCES MANAGER	E	0	0	40
0996	WIC LACTATION CONSULTANT	E	0	0	40

NE = Non-exempt

E = Exempt

ATTACHMENT B

Marin County Management Employees' Association BENCHMARK FAMILIES

FAMILY	CLASS CODE	CLASS TITLE	
01	1114	FLEET SUPERVISOR	BENCHMARK
01	1115	EQUIPMENT MAINTENANCE SUPERVISOR	
01	1111	FLEET MANAGER	
02	0640	ASSOCIATE ARCHITECT	
02	0643	CAPITAL PLANNING & PROJECT MANAGER I	
02	0642	CAPITAL PLANNING & PROJECT MANAGER II	
02	0639	CAPITAL PLANNING & PROJECT MANAGER III	
02	0637	CHIEF OF CONSTRUCTION	
02	0626	CIVIL ENGINEER	BENCHMARK
02	0632	ENGINEER I	
02	0631	ENGINEER II	
02	0661	ENGINEERING ASSISTANT	
02	0641	PRINCIPAL CIVIL ENGINEER	
02	0629	SENIOR CIVIL ENGINEER	
03	0400	LIBRARY SERVICES MANAGER	
03	0402	SENIOR LIBRARIAN	BENCHMARK
04	0379	ACCOUNTING UNIT MANAGER	BENCHMARK
04	0372	AUDIT MANAGER	
04	0332	COLLECTIONS MANAGER	
04	0413	RETIREMENT BENEFITS SUPERVISOR	
05	1129	BUILDING & MAINTENANCE MANAGER	
05	1123	BUILDING MAINTENANCE SUPERVISOR	BENCHMARK
05	1139	CUSTODIAL SUPERVISOR	
05	0338	H&HS FACILITIES MANAGER	
07	1155	CHIEF PARK RANGER	BENCHMARK
07	1141	PARK/OPEN SPACE SUPERINTENDENT	
08	0511	CHIEF PUBLIC DEFENDER INVESTIGATOR	BENCHMARK
09	0377	REAL ESTATE MANAGER	BENCHMARK
11	0345	ASSESSMENT-RECORDING-COUNTY CLERK SUPERVISOR	
11	0348	CHIEF DEPUTY RECORDER-COUNTY CLERK	
11	1368	LEGAL PROCESS SUPERVISOR	

11	1358	DOCUMENTARY SERVICES MANAGER	
11	1327	HEALTH INFORMATION MANAGEMENT ADMINISTRATOR	
11	1353	OFFICE SERVICES SUPERVISOR	BENCHMARK
12	0347	CHIEF OF ASSESSMENT STANDARDS	
12	0364	PRINCIPAL APPRAISER	BENCHMARK
12	0351	PRINCIPAL AUDITOR APPRAISER	
13	0644	CAPITAL IMPROVEMENT PROGRAM MANAGER	
13	0688	CHIEF OF NATURAL RESOURCES & SCIENCE	
13	0762	FIRE VEGETATION MANAGEMENT PROGRAM MANAGER	
13	0815	PERMIT OMBUDSPERSON	
13	0687	PLANNING MANAGER	
13	0677	PRINCIPAL LANDSCAPE ARCHITECT	
13	0606	PRINCIPAL PLANNER	BENCHMARK
13	0647	PRINCIPAL TRANSPORTATION PLANNER	
13	1101	PUBLIC WORKS PROGRAM MANAGER	
13	0818	STORMWATER PROGRAM ADMINISTRATOR	
13	0689	WATER RESOURCES MANAGER	
14	1102	ROAD MAINTENANCE SUPERINTENDENT	
14	1104	ROAD MAINTENANCE SUPERVISOR	BENCHMARK
14	1103	SENIOR ROAD MAINTENANCE SUPERVISOR	
14	1108	TRAFFIC SAFETY MAINTENANCE SUPERVISOR	
14	0650	SUPERVISING EQUIPMENT OPERATOR	
15	0349	CHIEF OF ASSESSMENT SYSTEMS	
15	0900	COMMUNICATIONS MANAGER	
15	0765	ECC ASSISTANT DIRECTOR	
15	0965	IT MANAGER	BENCHMARK
15	0910	PRINCIPAL SYSTEMS ANALYST	
15	0903	SUPERVISING COMMUNICATIONS TECHNICIAN	
15	0955	SUPERVISING TECHNOLOGY SYSTEMS SPECIALIST	
15	0956	TECHNOLOGY SYSTEMS COORDINATOR	
17	1406	ASSISTANT CHIEF FISCAL OFFICER-H&HS	
17	0272	BHRS DIVISION DIRECTOR	
17	0271	BHRS PROGRAM MANAGER	
17	0526	CHIEF DEPUTY PUBLIC ADMINISTRATOR	
17	1382	CHIEF INVESTIGATOR SPECIAL INVESTIGATIONS UNIT	
17	1038	EPIDEMIOLOGY MANAGER	
17	1072	MEDICAL DIRECTOR-MENTAL HEALTH	
17	1219	PUBLIC GUARDIAN/CONSERVATOR	
17	1070	PUBLIC HEALTH DIVISION DIRECTOR	
17	1079	PUBLIC HEALTH PROGRAM MANAGER	
17	0281	QUALITY IMPROVEMENT COORDINATOR	
17	0274	SOCIAL SERVICES DIVISION DIRECTOR	
17	0352	SOCIAL SERVICES PROGRAM MANAGER	BENCHMARK
18	0277	BHRS UNIT SUPERVISOR	BENCHMARK

18	1395	ELIGIBILITY PROGRAM SPECIALIST	
18	1381	ELIGIBILITY SUPERVISOR	
18	0285	PUBLIC HEALTH UNIT SUPERVISOR	
18	0275	SOCIAL SERVICES UNIT SUPERVISOR	

18	1349	SUPERVISING CHILD SUPPORT OFFICER	
18	1224	SUPERVISING EMPLOYMENT DEVELOPMENT COUNSELOR	
18	1018	SUPERVISING PEDIATRIC THERAPIST	
19	1168	AIRPORT MANAGER	BENCHMARK
20	0817	ASSISTANT BUILDING OFFICIAL	
20	0807	ENVIRONMENTAL HEALTH SVCS PROJECT MGR	
20	0819	PERMIT SERVICES MANAGER	
20	0837	PERMIT SERVICES SUPERVISOR	
20	0684	SUPERVISING CODE COMPLIANCE SPECIALIST	
20	0812	HAZARDOUS MATERIALS PROGRAM MANAGER	
20	0810	BUILDING INSPECTION SERVICES SUPERVISOR	
20	0803	SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	BENCHMARK
20	0829	SUPERVISING AG/WEIGHTS & MEASURES INSPECTOR	
22	1040	EMERGENCY MEDICAL SERVICES ADMINISTRATOR	
22	1469	NURSING SERVICES MANAGER	
22	1448	SUPERVISING BEHAVIORAL HEALTH NURSE	
22	1003	SUPERVISING PUBLIC HEALTH NURSE	BENCHMARK
23	1125	SUPERVISING REPROGRAPHIC TECHNICIAN	BENCHMARK
24	1274	CONSUMER & COMMUNITY MEDIATION COORDINATOR	
24	1215	VICTIM / WITNESS PROGRAM SUPERVISOR	BENCHMARK
25	0319	ADMINISTRATIVE SERVICES ASSOCIATE	
25	0313	ADMINISTRATIVE SERVICES MANAGER	BENCHMARK
25	0309	ADMINISTRATIVE SERVICES OFFICER	
25	0318	ADMINISTRATIVE SERVICES TECHNICIAN	
25	1190	EVENT/RENTAL MANAGER	
25	1200	EVENT OPERATIONS MANAGER	
26	0428	BHRS PEER PROGRAM COORDINATOR	
26	039A	DEPARTMENT ANALYST I	
26	0390	DEPARTMENT ANALYST II	BENCHMARK
26	0381	FINANCE SERVICES SUPERVISOR	
26	0295	MEDIA MANAGER	
26	0294	MEDIA SPECIALIST	
26	0391	SENIOR DEPARTMENT ANALYST	
26	0427	SENIOR PROGRAM COORDINATOR	
26	0996	WIC LACTATION CONSULTANT	
27	1021	ASSISTANT EMERGENCY SERVICES MANAGER	
27	1022	EMERGENCY SERVICES MANAGER	
27	0759	PRINCIPAL EMERGENCY MANAGEMENT COORDINATOR	BENCHMARK
28	1034	FOOD & SUPPORT SERVICES MANAGER	
28	1154	FOOD SERVICES SUPERVISOR	BENCHMARK

29	1218	VETERAN SERVICES OFFICER	BENCHMARK

30	1100	PROCUREMENT MANAGER	BENCHMARK
30	0356	SUPERVISING PURCHASER	
31	0898	ASSISTANT COMMUNICATIONS DISPATCH MGR	
31	0899	COMMUNICATIONS DISPATCH MANAGER	
31	1358	DOCUMENTARY SERVICES MANAGER	
LINK	1374	SUPERVISING LIBRARY TECHNICAL ASSISTANT	10-MAPE GEN (Library Asst II)

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

A. Market Equity Issues

In the event that MCMEA believes a recruitment and/or retention issue may exist for a particular classification as a result of external market salary issues, MCMEA has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within14 days of the request unless otherwise agreed. At this meeting, MCMEA must present data to support that recruitment and/or retention issues exist. Human Resources in collaboration with
MCMEA will consider the information presented by MCMEA and will evaluate other relevant
labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, Human Resources may submit the findings to the County Executive, at their sole discretion, will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the Board of Supervisors for approval.

B. Salary Survey Committee 2022-2025

The parties agree to participate in a joint Salary Survey Committee during the term of the 2022-2025 contract. The Salary Survey Committee shall meet no more than three (3) times per year, unless additional meetings are mutually agreed upon. The parties shall endeavor to create a mutual understanding, agreement and transparency regarding the comparability of job classes used in salary surveys. In order to facilitate mutual understanding, the County and MCMEA agree:

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

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

Listed below are the agencies (collectively, "market") that the County used to conduct a salary survey of the MCMEA benchmarked classifications. Alameda County, Contra Costa County, Napa County, San Francisco City and County, San Mateo County, Solano County, Sonoma County, City of Berkeley, City of San Rafael, City of Santa Rosa.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

PMR Revisions

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

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

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Affordable Care Act

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

SIDE LETTER AGREEMENT

MARIN COUNTY
MANAGEMENT EMPLOYEES'
ASSOCIATION

Rental Assistance

The parties agree to discuss no later than December 2022 to determine if the program should continue in its current form or modifications shall be made.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Administrative Services Officer Classification

By the end of July 2023, the County will evaluate each ASO 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 ASO classification and reclassify specific employees to the 40-hour classification, based on workload. Once the new 40 hour Administrative Services Officer classification is created, all new hires will be hired into the 40 hour classification.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Supervising Behavioral Health Nurse Classification

The County agrees to commence a classification study of the Supervising Behavioral Health Nurse no later than December 31,2022 to determine proper classification.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Medical Records Supervisor Classification

The County agrees to meet and confer with MCMEA no later than December 31,2022 to review the Medical Records Supervisor job specifications.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Delta Dental Enhancement

Based on consensus among labor groups to participate in the Delta Dental plan enhancement, the County has agreed to cover the additional cost of the **Employee Only**-level premium increase, as well as **Employee + 1** and **Employee + Family** levels *for the benefit year 2023*. Specifically, the County is adding an additional $.65 per pay period to all employee fringe benefit packages to cover the increased cost for 2023.

While the County negotiated with Delta a reduced impact on **Employee + 1** and **Employee + Family** billed rates so that employees would have no additional premium costs for 2023 (other than what the County is funding), the premium for Delta Dental PPO rates for subsequent plan years remains undetermined at this time.

Should we see an increase in the Delta Dental rates for benefit year 2024 and/or 2025, the County will again meet with labor groups to discuss plan options and obtain consensus on whether to maintain the dental benefit enhancement. Consensus amongst labor groups will be required for the County to maintain (opt into) the Delta Dental plan enhancement in subsequent years. Without consensus amongst labor groups to maintain (opt into) the plan enhancement, the default will be to revert back to no plan enhancement for the County's Delta Dental benefit.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

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 AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

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 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 relationship 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 AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

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

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

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.

SIDE LETTER AGREEMENT

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.

SIDE LETTER AGREEMENT

MARIN COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION

Paid Parental Leave
Reproductive Loss Leave

The County and Union agree to:

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

Paid Parental Leave Implementation

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

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

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

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

For those eligible for PPL in the lookback period, a minimum of two weeks’ written notice to their supervisor with a copy to hrleaves@marincounty.gov is required prior to the start of the leave. If

the number of leave requests in a department and/or division and/or work unit are submitted for the same period and the County cannot adequately cover the position with a substitute and the leaves requests create operational hardship, the County may delay the use of the leave and will work with the employee on when the leave can be taken within the designated time period. Protected leave (including, but not limited to, PDL, FMLA, CFRA) will be prioritized.

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

A. Paid Parental Leave (PPL)

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

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

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

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

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

   a. Birth of a child of the employee

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

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

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

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

B. Employee Notice of Leave. Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. When an employee's leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that leave will be needed in the future, but does not know the exact date(s) (e.g. for the birth or placement of a child or to take care of a newborn), the employee must inform his/her/their supervisor as soon as possible that such leave will be needed. While written notice is recommended, such

notice may be given orally. The employee's leave request must include the employee's intent to return to work and the expected date of return. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

Reproductive Loss Leave

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

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

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

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

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

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