

COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY MANAGEMENT EMPLOYEES'  
ASSOCIATION

AND

THE COUNTY OF MARIN

July 20, 2010 – June 30, 2012

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**COLLECTIVE BARGAINING AGREEMENT**  
**MARIN COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION**

**COUNTY OF MARIN**

**July 20, 2010 – June 30, 2012**

**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. The County hereby recognizes the 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

**Section III: Existing Laws, Regulations, and Policies**

This Agreement is subject to all existing laws of the State of California and ordinances, policies, and regulations of the County of Marin. The Association and the employees affected hereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

**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 of County time on Association business.

All release time shall be recorded on timesheets using the appropriate payroll code. The 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 the Association employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration.
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.

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

- B. All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.
- C. Authorized representatives of the Association shall be allowed to post Association notices on bulletin boards maintained on County premises.
- D. Employee representatives may investigate and process formal grievances filed by employees.
- E. In connection with contract negotiations, unless otherwise agreed upon, the bargaining committee will not exceed six (6) persons. Employee members of the Association bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiation.

#### **Section VI: Membership and Dues Deduction**

- A. New-Hire Notification.

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

- B. Dues Deduction.

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

- C. Hold Harmless - Association

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

D. Hold Harmless - Employee

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

E. Modified Maintenance of Membership.

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

F. Revocation.

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

**Section VII: Hours of Work**

A. Normal Workday.

A normal workday for classifications shall consist of work 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.

B. Normal Workweek.

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

C. Exceptions.

The normal workweek and workday shall not apply to employees with authorized alternative work schedules.

Exceptions from work hours defined herein for emergencies or unusual situations may be made by agreement between individual personnel involved and the department.

D. Work Arrangements.

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

E. Work Shifts – Road Maintenance Division.

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

F. Hours for Senior Therapist and Chief Therapist.

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

G. Work Schedule Changes.

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

### **Section VIII: Overtime**

A. Overtime Defined.

Overtime shall be time actually worked:

1. Beyond 40 hours in a workweek; or
2. All hours on holidays other than Saturday or Sunday.

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.

Overtime and compensatory time shall be compensated to the nearest 5 minute increment.

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

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

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

Under unusual circumstances of major projects or excessive overtime over a sustained period of time, upon written request from the department head, the County Administrator, upon review and approval by the Director of Human Resources, may authorize on a case-by-case basis overtime or compensatory time at straight time for employees in exempt job classes, subject to confirmation from the Department of Labor as consistent with its guidelines regarding exempt employees.

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

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

B. Call Back.

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

C. Standby.

Employees assigned to standby status shall be paid one (1) hour's pay at the employee's hourly salary for every four- (4) hour period or fraction thereof assigned to standby status. Standby status shall be defined as any status which requires the employee to restrict their activities and/or location in some way such as remaining within so many miles, not drinking alcoholic beverages, staying by a phone, calling in periodically, etc.

D. Administrative Response Compensation (ARC).

Administrative response compensation will be provided for employees in Association-represented job classes as designated by the department head and Human Resources. The duties of the administrative response assignment require that the employee be available by telephone or pager 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. Designated employees must be available to respond by telephone to staff who work in twenty-four- (24) hour facilities or to staff who provide twenty-four- (24) hour, emergency protective response to children or adults. The employees are not required to return to a worksite or restrict their activities in any way other than being available to respond by telephone to the

twenty-four- (24) hour staff. Administrative response compensation (ARC) will be paid at the rate of two dollars and fifty cents (\$2.50) per hour effective October 7, 2007.

### Section IX: Leaves

A. Leave of Absence Without Pay.

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

B. Preservation of Rights.

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

C. Time of Commencement.

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

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

D. Jury Duty.

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

E. Promotional Examinations.

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

F. Family-Care Leave.

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

G. Participation in Children Activities.

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

H. Professional Leave.

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

Supervising Certified Nurse Midwife  
Supervising Certified Nurse Midwife Bilingual  
Supervising Nurse Practitioner  
Supervising Registered Nurse  
Supervising Registered Nurse Bilingual  
Supervising Public Health Nurse  
Detention Nursing Supervisor  
Nurse Manager Detention Services  
Supervising Mental Health Nurse – Unit Supervisor

**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. The Association recognizes the County's right to determine by reasonable means the validity of any sick-leave usage by an employee at any time.
3. Sick leave with pay up to a total of hours accumulated shall be granted by the department head in cases of bona-fide illness or bona-fide injury to an employee. After four (4) consecutive days of illness, the County may require a physician's certificate or other evidence either as a condition of continuing an employee on sick leave or as a requirement for returning to work.
4. Leave with pay up to six (6) standard workdays per year shall be granted by the department head for an employee who must care for a son, daughter, spouse, domestic partner, or person of a familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave.
5. During the first six (6) months of employment, an employee may borrow sick leave in excess of the number of hours accumulated aforesaid, not to exceed the standard workweek for a regular, full-time employee. However, if an employee 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.

B. Bereavement.

Leave with pay up to five (5) consecutive standard workdays shall be granted by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, sister, brother, son, daughter, or son or daughter of a spouse or registered domestic partner of a regular employee. Upon request of the employee and approval by the department head, bereavement leave may be used on a non-consecutive basis. Bereavement leave in case of death of other persons may be granted only upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

C. Exceptions.

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

D. Industrial Accidents.

1. In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge against sick leave, during the first week off work or any portion thereof following an industrial accident provided that the County determines that
  - a. Time off work is warranted for the injury or for treatment and
  - b. The duration of time off work is warranted.

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

2. In all other cases, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which when added to workers' compensation benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.
3. In cases where an industrial accident victim exhausts all accrued sick leave, five (5) additional days of sick leave will be credited to the employee upon the employee's return to work.

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

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

5. Per LC 4600 (d)(a) If an employee has notified his or her employer in writing prior to the date of injury that he or she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury.
6. A pre-designation form is available on the MINE.

**Section XI: Vacations**

A. Accrual Schedule.

Each regular employee shall be entitled to annual vacation credits for each hour on paid status in continuous service in accordance with the following schedule:

Years of Service*	Hourly Standard Accrual	Maximum Workdays per Year*
0 up to 3	.0385	10
3 up to 10	.0577	15
10 up to 20	.0770	20
20 up to 30	.0962	25
30 and more	.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. Vacation After Six Months.

If convenient to the County, the department head shall authorize vacation for a new employee after six (6) months of continuous employment, up to the number of hours actually accrued.

C. Preference and Vacation Approval.

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 Administrator in the County Administrator's sole discretion in cases where such is beneficial to the County. When an employee reaches the applicable maximum accrual, he or she shall cease earning vacation time until his or her balance falls below the maximum accrual.

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

E. Holiday and Illness During Vacation.

When a holiday falls within an employee's vacation period, one (1) additional day's vacation shall be granted. 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	Memorial Day

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

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

3. December 24 and 31 shall be observed as half-day holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday and providing that those days are not deemed holidays above.

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 classification.

#### **Section XIV: Promotion**

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

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

#### **Section XV: Temporary Promotion**

In cases of prolonged absence from duty, vacancy of an approved position, or other emergencies, the appointing authority with the consent of the Director of Human Resources or designee may, in writing, temporarily promote a regular employee when such employee is regularly required to substantially perform the full duties of a budgeted position within a higher classification for a period in excess of ten (10) days. In such cases, the employee shall be paid equivalent to the lowest step of the higher classification's salary range that results in not less than five percent (5%) above his or her present base salary. In no event shall an employee receive more than the top step of the higher classification to which the employee is temporarily promoted. If the employee moves from a 37 ½ hour per week position to a 40 hour per week position, the employee may be required to work an additional 2 ½ hours per week and the salary used to calculate the increase will be the employee's current hourly rate. If the employee moves from a 40 hour per week position to a 37 ½ hour per week position, the employee's hours will not decrease and the salary used to calculate the increase will be the employee's current hourly rate. Otherwise the salary used will be the employee's biweekly salary.

An employee must meet the minimum qualifications for the job class to which they are being temporarily promoted and must have completed the first six (6) months of his or her initial probationary period with the County. For new temporary promotions or for temporary promotions that have been in force and effect for a full year and an extension of the temporary promotion is sought after July 1, 2010, the appointing authority will notify all department employees of temporary promotional opportunities and will allow department employees 5 working days to express an interest in the assignment. The appointing authority

will consider all interested and eligible employees. The selection decision rests with the appointing authority.

The request for temporary promotion must be submitted to Human Resources by the appointing authority in writing and should include the justification for the temporary promotion along with the required documentation. Temporary promotions shall not exceed one (1) year. In the event of unusual circumstances, the appointing authority may request an extension from the Director of Human Resources. Beyond the first year of a temporary promotion, extensions may only be granted in up to six (6) month intervals. The temporary promotion will be reassessed for justification at each extension request. Should a temporary promotion result from a vacancy in a budgeted position that has been approved by the County Administrator's Office to fill, the appointing authority will submit a personnel requisition to Human Resources within two (2) months of the effective date of the temporary promotion.

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

#### **Section XVI: Temporary Special Assignment Pay**

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

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

An employee shall be paid an additional five percent (5%) of his or her present salary. The salary used to calculate the increase will be the employee's current biweekly base salary. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

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

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

#### **Section XVII: Pay Differentials**

A. Bilingual Pay.

1. When a department head, with the approval of the Director of Human Resources, designates an assignment as requiring bilingual skills of at least fifty percent (50%) of the employee's time, minimum eighteen and one half (18-1/2) or twenty (20) hours, an employee in such a designated assignment who has first demonstrated proficiency, by being tested and certified as determined by Human Resources, in a language acceptable to the department and the Director of Human Resources shall be eligible to receive a two and one half percent (2-1/2%) salary differential based on his or her hourly pay rate or time spent using such skills. Upon the separation of the employee from said assignment requiring designated bilingual skills, this salary differential payment to the employee will be discontinued.
2. When a department head with the approval of the Director of Human Resources designates a position as requiring bilingual skills at least fifty percent (50%) of the employee's time, minimum eighteen and one half (18-1/2) or twenty (20) hours, and the special language skill is a qualification for recruitment and selection purposes, any employee in such a designated position, who has first demonstrated proficiency, by being tested and certified as determined by Human Resources, in a language acceptable to the department and Director of Human Resources, shall be eligible to receive a five-percent (5%) salary differential based on their hourly pay rate. Upon separation of the employee from said position requiring designated bilingual skills, this salary differential to the employee will be discontinued.

B. Shift Differential.

The classifications Detention Nursing Supervisor, Mental Health Unit Supervisor, and Supervising Crisis Specialist 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 5:00 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. Swing and graveyard work are defined as follows:

Swing: A regularly assigned shift in which four (4) or more hours fall between 5:00 p.m. and 12:00 midnight.

Graveyard: A regularly assigned shift in which four (4) or more hours 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.

**Section XVIII: Probationary Periods**

- A. All probationary periods, as provided in PMR 35, shall be one (1) year: two thousand eighty (2,080) hours per year for those in positions working eight (80) hours per biweekly pay period; or one thousand nine hundred fifty (1,950) hours per year for those in positions working seventy-five (75) hours per biweekly pay period.

- B. A regular employee transferring from one department to another in the same or similar classification (as determined by the Director of Human Resources) shall serve a three- (3) month probationary period in the new department. A regular employee failing to pass the probationary period provided herein shall be allowed to return to the employee's original department in the original job class if a vacant position exists.

#### **Section XIX: Merit Increases**

- A. Employees shall be eligible to receive a step increase within their salary range effective the first (1st) day of the pay period following completion of the specified time intervals if said step increase is supported by a performance evaluation and all other requirements are met.
- B. An employee hired shall be eligible for a step increase upon completion of the specified time intervals in accordance with PMR 41.9(A) and any modifications thereto.
- C. A performance evaluation that meets standards is required for advancement to each successive step of the pay range. Employee performance will be evaluated on the County's regular performance-evaluation document in accordance with County rules, regulations, and policy.
- D. Performance evaluations for regular employees must accompany the payroll personnel action form (Form 101) when a salary step increase is recommended.
- E. An employee who does not receive an available step increase upon completion of the specified time interval shall be reconsidered no later than six (6) months of regular service. If the employee demonstrates overall job performance which meets or exceeds standards as supported by the performance evaluation, the employee shall be eligible for an available step increase.

#### **Section XX: Part-Time, Regular-Hire Employees**

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

#### **Section XXI: Extra-Hire Employees**

- A. Fringe Benefits.

An employee who has worked on an extra-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 extra-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. Extra-hire employees shall be notified of this benefit at the time of hire.

- B. Conversion.

An extra-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 extra-hire employment.

C. Step Increase.

All extra-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 Extra Hire.

The County agrees that the utilization of extra-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.

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

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

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

E. Fringe-Benefit Applicability.

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

F. Personnel Management Regulations for Extra-Hire Employees

Extra-hire MCMEA employees shall receive copies of the following Personnel Management Regulations: 20, 21, 22, 23, 26, 43, 44, 47, and 49. In addition, extra hire employees shall sign an acknowledgement of receipt and shall agree that they are bound by all Personnel Management Regulations.

**Section XXII: Non-stated Benefits**

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

### **Section XXIII: Personnel Files**

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

### **Section XXIV: Re-employment Within Sixty Days**

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

### **Section XXV: Physical Examination**

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

### **Section XXVI: State Disability Insurance (SDI)**

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

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

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

### **Section XXVII: Salaries**

#### **A. Salary Increases:**

There will be no cost of living adjustments during the term of this agreement. However, if any represented or unrepresented bargaining unit receives a cost of living adjustment after the second full pay period in July 2010 and during the term of this agreement, MCMEA will have the right to re-open this contract to discuss cost of living adjustments.

This re-opener shall not apply to equity adjustments, internal alignment adjustments that occur as a result of pre-negotiated July 2010 COLA increases, or individual salary increases such as merit step increases, temporary promotions, or reclassifications.

## 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 job-related mileage at the reimbursement rate set by the Internal Revenue Service (IRS) annually.

### B. Equipment Provided.

The 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. Effective July 9, 2001, the County will provide up to one hundred sixty dollars (\$160) 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 one hundred fifty-five dollars (\$155) per year upon presentation of receipt(s).

### E. Fire Boot Allowance.

Effective the first (1st) pay period of ratification and approval of this Agreement and every two (2) years thereafter on July 1, the Chief Open Space Ranger and the Open Space Superintendent, who are required to carry and wear appropriate footwear during fire operations to assist fire fighters in extinguishing wild land fires and participating in fire-control activities, shall receive up to two hundred fifty dollars (\$250) 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 the payroll for the pay period including September 30, December 30, March 30, and June 30.

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

A. Fringe-Benefit Amount.

Effective the second pay period in December 2010 the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to October 2009 to October 2010 SF-Oakland-San Jose CPI-U.

Effective the second pay period in December 2011 the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to October 2010 to October 2011 SF-Oakland-San Jose CPI-U.

No later than May 1, 2011 the parties agree to reopen this section of the agreement to meet and confer over changes to the County's Section 125 Plan and fringe benefit contributions.

Effective in December 2009 in the pay period in which there will be an increase in health-insurance premiums, the County will increase the flat amount of the biweekly fringe-benefit package as follows:

<b>Unit</b>	<b>Base</b>	<b>Percentage</b>
22-01	\$410.00	2%
23-01	\$410.00	2%
23-02	\$410.00	2%
23-03	\$410.00	2%
23-04	\$410.00	2%

B. Quarterly Medical Reimbursement.

The County will reimburse out-of-pocket insurance costs as provided below in accordance with the following implementation procedures.

1. Allowance for each employee will not exceed actual out-of-pocket costs up to the cap set for each level.
2. Payments will be made quarterly as a pay adjustment for current employees.
3. Supplemental checks will be provided on a pro-rata basis for employees who have left County employment during the quarter.

An employee will be considered to be in the group in which he/she started the quarter even if the employee moves to another level during the quarter.

In accordance with the above, the following fringe-benefits adjustments shall be made to offset out-of-pocket, medical-insurance costs.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-four thousand nine hundred ninety-nine dollars (\$34,999) or less and has insurance coverage of employee plus one, an annual allowance of up to one thousand two hundred fifty dollars (\$1,250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is thirty-four thousand nine hundred ninety-nine dollars (\$34,999) or less and has insurance coverage of employee plus two or more, an annual allowance of up to three thousand two hundred fifty dollars (\$3,250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between thirty-five thousand dollars (\$35,000) and forty-four thousand nine hundred ninety-nine dollars (\$44,999) and has insurance coverage of employee plus one, an annual allowance of up to one thousand dollars (\$1,000) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between thirty-five thousand dollars (\$35,000) and forty-four thousand nine hundred ninety-nine dollars (\$44,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand seven hundred fifty dollars (\$2,750) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty-five thousand dollars (\$45,000) and sixty-four thousand nine hundred ninety-nine dollars (\$64,999) and has insurance coverage of employee plus one, an annual allowance of up to seven hundred fifty (\$750) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between forty-five thousand dollars (\$45,000) and sixty-four thousand nine hundred ninety-nine dollars (\$64,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand five hundred dollars (\$2,500) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between sixty-five thousand (\$65,000) and eighty-four thousand nine hundred ninety-nine (\$84,999) and has insurance coverage of employee plus one, an annual allowance of up to two hundred fifty dollars (\$250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between sixty-five thousand dollars (\$65,000) and eighty-four thousand nine hundred ninety-nine dollars (\$84,999) and has insurance coverage of employee plus two or more, an annual allowance of up to two thousand two hundred fifty dollars (\$2,250) will be provided.

For each full-time (1.0 FTE), regular-hire employee whose annual salary is between eighty-five thousand dollars (\$85,000) and one hundred four thousand nine hundred ninety-nine dollars (\$104,999) and has insurance coverage of employee plus two or more, an annual allowance of up to one thousand seven hundred fifty dollars (\$1,750) will be provided.

Part-time, benefits-eligible employees will be provided allowances as described above but on a pro-rata basis.

#### C. Cash Back.

Effective December 16, 2007, any employee whose fringe-benefit package amount under this new formula is less than their prior fringe-benefit package amount, as determined using the pay period beginning December 2, 2007 as the base period, will have the prior fringe-benefit package amount frozen and if currently receiving cash back as of the

effective date, will continue to receive cash back but in no case will an employee receive an increase in the amount of cash back received as of December 16, 2007. New employees will not be eligible for cash back except as noted under "Waiver of Participation."

D. Domestic Partners.

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

E. Waiver of Participation.

During open enrollment or within 30 days of a qualifying event, any employee covered by the Agreement may make written application to the Director of Human Resources for waiver of required participation in a 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 up to fifty percent (50%) of the employee's cost of retirement plus the employee may receive up to an additional one hundred dollars (\$100) cash back. Otherwise, effective December 16, 2007, there will be no additional cash back provided.

F. Retirement.

Effective January 12, 1997, employees will pay fifty percent (50%) of cost of the retirement cost-of-living adjustment (COLA), not to exceed the weighted average of A & B plans (1.58%).

G. Retirement Benefit Levels.

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

H. Unused Sick Leave.

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

I. Long-Term-Care Insurance.

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

J. Dependent Care Assistance Program (DCAP)

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

K. 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.

**Section XXX: Retirement-Benefit Changes**

Other than indicated below, unless required to do so by law, the 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.

**Section XXXI: Discrimination**

- A. No member, official, or representative of the Association shall in any way suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in representation of the Association.
- B. The parties to this Agreement agree that they shall not in any manner discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA), pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factors unrelated to job performance.

**Section XXXII: Notification**

- A. Except in cases of emergency as provided for under Government Code Section 3504.5, the County shall provide the Association with five (5) working days' notice in advance of final action relating to salaries, hours, working conditions and/or fringe benefits of employees. The County also agrees to provide the Association with five (5) working days' notice in advance of Board of Supervisors' consideration of staff proposals on the above matter.
- B. On a regular basis during the term of this Agreement, the County shall provide the Association with a copy of each regular personnel listing which contains the names of all employees in the bargaining unit, dates of employment, classification, rates of pay, and terminations.
- C. The County will send all official notifications to MCMEA's P.O. Box at P.O. Box 4231, San Rafael, CA 94913-4231 with an e-mail copy to the MCMEA executive board. All unofficial

notifications will be delivered via e-mail *only*. Upon change of the MCMEA executive board members, MCMEA will notify the Director of Human Resources.

### **Section XXXIII: Health and Safety**

- A. The 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 PES safety committee shall continue to meet to discuss safety improvements to PES 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.

- 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.
2. Selection appeals, disciplinary action, examination appeals, release from probation, complaints of discrimination, classification appeals and the content of performance evaluations are not grievable hereunder.
3. A grievance may be filed by an employee on his/her own behalf or jointly by any group of employees or by a recognized employee organization.
4. A grievance may be filed by an employee organization when claiming a violation within its scope of representation.
5. If it is asserted that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the Personnel Commission or arbitrator shall evaluate the assertion and make a ruling prior to hearing the grievance on the merits if necessary.

B. Informal Grievance.

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

C. Formal Grievance.

1. If the grievant believes that the grievance has not been redressed within fourteen (14) calendar days, he/she may initiate a formal grievance within seven (7) calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Department of Human Resources a 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).
  - e. A clear statement of the nature of the grievance (citing applicable ordinances, rules or regulations, or contract language). 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.
- k. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

2. Step 1.

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

3. Step 2.

- a. If the grievance is not resolved at Step 1 to the satisfaction of the grievant, he/she may, within not more than seven (7) calendar days from his/her receipt of the department head's decision, request consideration of the grievance by the County Administrator by so notifying the Department of Human Resources in writing.
- b. Within fourteen (14) calendar days after such notification, the County Administrator shall begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he or she deems necessary, and will render a decision in writing within fourteen (14) calendar days of the conclusion of the hearing or findings of fact.
- c. If the written decision of the County Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- d. If the decision of the County Administrator does not resolve the grievance to the satisfaction of the grievant, he/she will advise the grievant in writing of the decision and the alternatives under Step 3 should the grievant choose to proceed further.

4. Step 3.

- a. A final appeal to Step 3 may be filed in writing with the Department of Human Resources not more than five (5) working days from his/her receipt of the County Administrator's decision. The grievant may to the extent provided below select either Alternative A or Alternative B as the final step.
- b. Alternative A.

The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty (60) calendar days after the filing of the appeal 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.

c. Alternative B.

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

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

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

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

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. Grievant's signature is required at each step of the grievance procedure.
7. A copy of the grievance will be provided to the department head at each step of the grievance procedure.
8. There will be no amendments of grievances without the approval of both parties.
9. 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.
10. 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 the 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. Extra-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 underfilling the affected classification will be laid off first.
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 within the affected classification will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority

for part-time employees will be credited on a pro-rata basis to full-time service. Time spent on leave of absence without pay does 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 one (1) year 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 Extra Hire Position After Reduction in Force

1. If an extra 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 extra-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 extra hire position in writing should an extra-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: Committees and Studies**

When the salary survey committee meets, the parties agree that issues related to recruitment, retention, and compaction are within the scope of the Salary Survey Committee.

The parties shall endeavor to create a mutual understanding, agreement, and transparency regarding comparability of job classes used in salary surveys. In order to facilitate mutual understanding, the County and the MCMEA agree:

- To review the job-class family groupings of job classes in the MCMEA bargaining unit and their associated benchmarks, as mutually agreed to.
- To jointly agree on the comparable job classes to be used in salary surveys in advance of survey compilation.
- To keep joint minutes of all meetings.

A. Supervisory Compaction.

The Salary Survey Committee shall review compaction issues where Step 5 of the supervisor/manager classification salary schedule is less than seven percent (7%) higher than Step 5 of any supervised classification, exclusive of

- Pay differentials.
- Job classes with special pay (including bilingual job classes).
- Supervisors and managers of licensed medical professionals.
- Supervisors and managers supervising professionals with highly technical expertise which differs from his or her own.
- Job classes used in multiple departments.
- Job classes with multiple incumbents with a variety of supervisory relationships.

All future agreed-upon increases based on the above supervisory compaction provision will be funded with allocated equity money for the first year of implementation.

B. Labor/Management Committee.

There shall be continued a joint labor/management committee. The committee shall be composed of six (6) members consisting of three (3) members of the Association and

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

#### **Section XXXIX: Strikes and Lockouts**

- A. During the term of this Agreement, the 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. The 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, 2010 from June 30, 2012.

This Agreement shall continue in effect through negotiation of a successor agreement and through the impasse procedure when invoked. Notwithstanding any of the above, continuation of this Agreement after June 30, 2012 may be voided by any operation of PMR 4.

### **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 XLIV: 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 5 days of management leave every July 1<sup>st</sup> thereafter, based on their assigned classification's scheduled hours..

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

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within Agreement this 15<sup>th</sup> day of December 20 10.

MARIN COUNTY MANAGEMENT  
EMPLOYEES' ASSOCIATION

COUNTY OF MARIN NEGOTIATION  
COMMITTEE

James Dille  
Pat Bunk  
Barbara Layton  
Eric Smith  
Judy Williams

Angela R. Nicholson  
Mahul Gurb  
Barbara Barry  
Kathleen

RATIFIED:

APPROVED:

MARIN COUNTY MANAGEMENT  
EMPLOYEES' ASSOCIATION

BOARD OF SUPERVISORS OF THE  
COUNTY OF MARIN

James D. Dille  
ATTEST:

Judy Arnold  
ATTEST:

## ATTACHMENT A

### Classifications in MCMEA Bargaining Unit

Classification data is for informational purposes only and is subject to change during the term of the contract.

Class Code	Classification Title	Barg Unit / Fringe Group	FLSA Code	Overtime Rate	Comp Time Rate	Hours per Pay Period
14020000	ACCOUNTING SERVICES SPECIALIST	2304	2	1.5	1.5	75
03150000	ACCOUNTING SYSTEMS COORDINATOR	2301	1	0	0	80
03140000	ACCOUNTING TECHNICAL SPECIALIST	2302	2	1.5	1.5	75
03190000	ADMINISTRATIVE SERVICES ASSOCIATE	2302	2	1.5	1.5	75
03420000	ADMINISTRATIVE SERVICES ASSOCIATE ASSESS	2302	2	1.5	1.5	75
03090000	ADMINISTRATIVE SERVICES OFFICER	2302	1	0	0	75
03180000	ADMINISTRATIVE SERVICES TECHNICIAN	2302	2	1.5	1.5	75
11680000	AIRPORT MANAGER	2301	1	0	0	80
03450000	ASSESSMENT RECORDING SUPERVISOR	2304	2	1.5	1.5	75
09450000	ASSISTANT CHIEF CHILD HEALTH SERVICES	2303	1	0	0	80
14060000	ASSISTANT CHIEF FISCAL OFFICER-H&HS	2301	1	0	0	80
08980000	ASSISTANT COMMUNICATIONS DISPATCH MGR	2303	1	0	0	80
10210000	ASSISTANT EMERGENCY SERVICES MANAGER	2303	1	0	0	80
06310000	ASSISTANT ENGINEER	2304	1	1.5	1.5	75
11140000	ASSISTANT GARAGE SUPERVISOR	2304	2	1.5	1.5	75
06260000	ASSOCIATE CIVIL ENGINEER	2303	1	1.5	1.5	80
03720000	AUDIT MANAGER	2301	1	0	0	80
11290000	BUILDING & MAINTENANCE MANAGER	2303	1	0	0	80
08100000	BUILDING INSPECTION SERVICES SUPERVISOR	2301	1	0	0	80
11230000	BUILDING MAINTENANCE SUPERVISOR	2303	1	0	0	80
05260000	CHIEF DEPUTY PUBLIC ADMINISTRATOR	2303	1	0	0	80
01120000	CHIEF DEPUTY RECORDER	2301	1	0	0	80
15110000	CHIEF DEPUTY TAX COLLECTOR	2303	1	0	0	80
01030000	CHIEF DEPUTY TAX COLLECTOR/COLLECT ADMIN	2303	1	0	0	80
13820000	CHIEF INVESTIGATOR SPECIAL INVEST UNIT	2303	1	0	0	80
02690000	CHIEF OF ALCOHOL DRUG & TOBACCO	2301	1	0	0	80
03470000	CHIEF OF ASSESSMENT STANDARDS	2301	1	0	0	80
03490000	CHIEF OF ASSESSMENT SYSTEMS	2301	1	0	0	80
01110000	CHIEF OF ASSESSOR MAPPING	2301	1	0	0	80
09380000	CHIEF OF CHILDRENS HEALTH SERVICES	2301	1	0	0	80
06370000	CHIEF OF CONSTRUCTION	2303	2	1.5	1.5	80
11420000	CHIEF OF LANDSCAPE SERVICES	2301	1	0	0	80
06380000	CHIEF OF SURVEYS	2303	1	0	0	80
06210000	CHIEF OPEN SPACE PARK RANGER	2301	1	0	0	80
11550000	CHIEF PARK RANGER	2301	1	0	0	80
05110000	CHIEF PUBLIC DEFENDER INVESTIGATOR	2303	1	0	0	80

03770000	CHIEF REAL PROPERTY AGENT	2301	1	0	0	80
10160000	CHIEF THERAPIST	2301	1	0	0	80
13480000	CHILD SUPPORT DIVISION ACCOUNTANT	2303	1	0	0	80
03320000	COLLECTIONS MANAGER	2303	1	0	0	80
08990000	COMMUNICATIONS DISPATCH MANAGER	2301	1	0	0	80
09000000	COMMUNICATIONS SERVICES MANAGER	2303	1	0	0	80
09040000	COMMUNICATIONS SYSTEMS ENGINEER	2303	2	1.5	1.5	80
06870000	COMMUNITY DEVELOPMENT COORDINATOR	2301	1	0	0	80
06850000	COMMUNITY PLANNING SERVICES COORDINATOR	2301	1	0	0	80
12740000	CONSUMER SERVICES COORDINATOR	2301	1	0	0	80
11390000	CUSTODIAL SUPERVISOR	2304	2	1.5	1.5	75
03070000	CWS/CMS SYSTEM ADMINISTRATOR	2301	1	0	0	80
02320000	DEPUTY DIRECTOR CULTURAL & VISITOR SVCS	2301	1	0	0	80
02280000	DEPUTY PUBLIC HEALTH OFFICER	2301	1	0	0	80
14650000	DETENTION NURSING SUPERVISOR	2303	1	0	0	80
10120000	DIRECTOR OF PUBLIC HEALTH LABORATORY	2303	1	0	0	80
12530000	ELIGIBILITY PROGRAM MANAGER	2301	1	0	0	80
13950000	ELIGIBILITY PROGRAM SPECIALIST	2303	1	0	0	80
13810000	ELIGIBILITY SUPERVISOR	2303	1	0	0	80
15170000	EMERGENCY MEDICAL SERVICES ADMINISTRATOR	2301	1	0	0	80
15150000	EMPLOYMENT & TRAINING PROGRAM MANAGER I	2301	1	0	0	80
15130000	EMPLOYMENT & TRAINING PROGRAM MANAGER II	2201	1	0	0	80
06610000	ENGINEERING ASSISTANT	2304	1	1.5	1.5	75
08070000	ENVIRONMENTAL HEALTH SVCS PROJECT MGR	2302	1	0	0	75
06340000	ENVIRONMENTAL PLAN COORDINATOR	2301	1	0	0	80
10380000	EPIDEMIOLOGY PROGRAM SERVICES MANAGER	2303	1	0	0	80
11150000	EQUIPMENT MAINTENANCE SUPERVISOR	2304	2	1.5	1.5	75
11540000	FOOD SERVICES SUPERVISOR	2303	2	1.5	1.5	80
11110000	GARAGE SUPERVISOR	2304	1	1.5	1.5	75
06130000	GEOGRAPHIC INFORMATION SYSTEMS MANAGER	2301	1	0	0	80
03800000	HEALTH & HUMAN SERVICES FISCAL SUPV	2303	1	0	0	80
12510000	HEALTH & HUMAN SERVICES PROJECTS COORD	2301	1	0	0	80
02470000	HEALTH SERVICES ASSOCIATE	2302	1	0	0	75
14900000	INVESTMENT-CASH MANAGEMENT OFFICER	2303	1	0	0	80
06320000	JUNIOR ENGINEER	2304	1	1.5	1.5	75
13680000	LEGAL PROCESS SUPERVISOR	2304	1	1.5	1.5	75
12400000	LONG TERM CARE INTEGRATION MANAGER	2301	1	0	0	80
04250000	MANAGER OF REPROGRAPHIC SERVICES	2301	1	0	0	80
12730000	MEDIATION SERVICES MANAGER	2301	1	0	0	80
13330000	MEDICAL DIRECTOR-MENTAL HEALTH	2301	1	0	0	80
13270000	MEDICAL RECORDS SUPERVISOR	2301	1	0	0	80
02710000	MENTAL HEALTH PROGRAM MANAGER I	2301	1	0	0	80
02720000	MENTAL HEALTH PROGRAM MANAGER II	2201	1	0	0	80
02770000	MENTAL HEALTH UNIT SUPERVISOR	2301	1	0	0	80
02800000	MENTAL HEALTH UNIT SUPERVISOR - BIL	2301	1	0	0	80
11580000	NATURAL RESOURCES PROGRAM MANAGER	2301	1	0	0	80

14690000	NURSE MNGR DETENTION SVCS	2303	1	0	0	80
13530000	OFFICE SERVICES SUPERVISOR	2303	1	0	0	80
06040000	OUTREACH PROGRAM COORDINATOR	2301	1	0	0	80
11410000	PARK/OPEN SPACE SUPERINTENDENT	2301	1	0	0	80
06200000	PLANNING & ACQUISITION MANAGER	2301	1	0	0	80
03640000	PRINCIPAL APPRAISER	2303	1	0	0	80
03510000	PRINCIPAL AUDITOR APPRAISER	2303	1	0	0	80
06770000	PRINCIPAL PARK PLANNER	2301	1	0	0	80
06060000	PRINCIPAL PLANNER	2301	1	0	0	80
09100000	PRINCIPAL SYSTEMS ANALYST	2301	1	0	0	80
09410000	PRINCIPAL TECHNICAL SUPPORT ANALYST	2301	1	0	0	80
06470000	PRINCIPAL TRANSPORTATION PLANNER	2301	1	0	0	80
02390000	PUBLIC HEALTH OFFICER	2201	1	0	0	80
10790000	PUBLIC HEALTH PROGRAM MANAGER I	2301	1	0	0	80
10700000	PUBLIC HEALTH PROGRAM MANAGER II	2301	1	0	0	80
11010000	PUBLIC WORKS PROGRAM MANAGER	2301	1	0	0	80
02810000	QUALITY IMPROVEMENT COORDINATOR	2303	1	0	0	80
06860000	REDEVELOPMENT AGENCY COORDINATOR	2301	1	0	0	80
11020000	ROAD MAINTENANCE SUPERINTENDENT	2301	1	1.5	1.5	80
11040000	ROAD MAINTENANCE SUPERVISOR	2304	1	1.5	1.5	75
03080000	SAWS SYSTEMS ADMINISTRATOR	2301	1	0	0	80
06290000	SENIOR CIVIL ENGINEER	2301	1	1.5	1.5	80
14320000	SENIOR DEPUTY COUNTY CLERK	2302	1	0	0	75
04020000	SENIOR LIBRARIAN	2303	1	0	0	80
11030000	SENIOR ROAD MAINTENANCE SUPERVISOR	2304	1	1.5	1.5	75
10170000	SENIOR THERAPIST	2304	1	0	0	75
12310000	SOCIAL SERVICE PROGRAM MANAGER I	2301	1	0	0	80
02740000	SOCIAL SERVICE PROGRAM MANAGER II	2301	1	0	0	80
02750000	SOCIAL SERVICE UNIT SUPERVISOR	2301	1	0	0	80
08180000	STORMWATER PROGRAM ADMINISTRATOR	2301	1	0	0	80
06270000	SUPERVISING CADASTRAL MAPPING TECHNICIAN	2303	2	1.5	1.5	80
14760000	SUPERVISING CERTIFIED NURSE MIDWIFE	2303	1	0	0	80
14770000	SUPERVISING CERTIFIED NURSE MIDWIFE-BIL	2303	1	0	0	80
13490000	SUPERVISING CHILD SUPPORT OFFICER	2303	1	0	0	80
13940000	SUPERVISING CLERK	2304	2	1.5	1.5	75
09030000	SUPERVISING COMMUNICATIONS TECHNICIAN	2303	1	0	0	80
14870000	SUPERVISING CRISIS SPECIALIST	2301	1	0	0	80
13240000	SUPERVISING ELECTIONS CLERK	2304	1	0	0	75
12240000	SUPERVISING EMPLOYMENT DEVELOPMENT COUNS	2303	1	0	0	80
08030000	SUPERVISING ENVIRONMENTAL HEALTH SPECIAL	2304	1	0	0	75
08120000	SUPERVISING HAZARDOUS MATERIALS SPECIAL	2304	1	0	0	75
14500000	SUPERVISING LEGAL SECRETARY	2304	2	1.5	1.5	75
13740000	SUPERVISING LIBRARY TECHNICAL ASSISTANT	2304	1	0	0	75
14480000	SUPERVISING MENTAL HEALTH NURS/UNIT SUPV	2303	1	0	0	80
14700000	SUPERVISING NURSE PRACTITIONER	2303	1	0	0	80
10330000	SUPERVISING NUTRITIONIST	2302	1	0	0	75

10030000	SUPERVISING PUBLIC HEALTH NURSE	2303	1	0	0	80
03560000	SUPERVISING PURCHASER	2303	1	0	0	80
09990000	SUPERVISING REGISTERED NURSE	2303	1	0	0	80
09980000	SUPERVISING REGISTERED NURSE-BILINGUAL	2303	1	0	0	80
11250000	SUPERVISING REPROGRAPHIC TECHNICAN	2304	1	0	0	75
02830000	SUPV TECHNOLOGY SYSTEMS SPECIALIST	2303	1	0	0	80
02840000	TECHNOLOGY SYSTEMS COORDINATOR	2303	1	0	0	80
13100000	TELECOMMUNICATIONS MANAGER	2301	1	0	0	80
11080000	TRAFFIC SAFETY MAINTENANCE SUPERVISOR	2304	1	1.5	1.5	75
06250000	TRANSPORTATION ENGINEER	2301	1	0	0	80
12150000	VICTIM WITNESS PROGRAM SUPERVISOR	2303	1	0	0	80
12140000	VICTIM WITNESS PROGRAM SUPERVISOR-BILING	2303	1	0	0	80

ATTACHMENT B

Side Letter Agreement

Market Equity Issues

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

James D. Heale  
12/15/10

Art Beak  
12/15/10

Angela Newbr  
12/15/10

ATTACHMENT C

Side Letter Agreement

PMR Revisions

The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the 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. This process shall begin prior to the end of 2010. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

James D. Neale  
12/15/10

Aut Brook  
12/15/10

Angela Neuman  
12/15/10

ATTACHMENT D

Side Letter Agreement

Tier 4 Retirement

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.

James V. Heller  
12/15/10

Art Brook  
12/15/10

Angela B. Wilson  
12/15/10

ATTACHMENT E

Side Letter Agreement

Overtime Compensation

For the duration of this agreement, this sideletter agreement adds to section VIII A of the current MOU for employees in 37.5 hour classifications.

All employees in a 37.5 hour job classification who are eligible for overtime compensation shall receive overtime compensation for all time actually worked in excess of 37.5 hours in a week.

This "Side Letter" is an addendum to the parties' Memorandum of Understanding.

James Dille  
12/15/10

Art Bask  
12/15/10

Angela B. McAtkin  
12/15/10

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