

DEPARTMENT OF
HUMAN RESOURCES

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

March 16, 2021

Mary Hao
DIRECTOR

Board of Supervisors
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SUBJECT: Tentative agreement between the County of Marin and the International Alliance of Theatrical Stage Employees, Local 16 (Local 16) to extend the expiration date of the current memorandum of understanding (MOU) for one (1) year and provide specified benefits.

Dear Board Members:

RECOMMENDATION: The Human Resources Department recommends that your Board approve the tentative agreement reached between the County of Marin and Local 16 extending the expiration date of the current MOU from July 14, 2021, to July 14, 2022, and providing specified benefits.

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

The agreed-upon terms include:

Extension:

The tentative agreement extends the current MOU's expiration date from July 14, 2021, to July 14, 2022. All provisions of the MOU are extended, including all side letters, with the exception of specific provisions the parties previously agreed to terminate on a specific date (e.g., terms that expire "effective the final full pay period of the 2018-2021 agreement").

Fringe Benefits:

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

One-Time Payment:

Each full-time, regular hire employee represented by Local 16 employed in the Bargaining Unit as of January 1, 2021, shall receive a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00), prorated for part-time regular hire employees. This one-time payment is not pensionable.

COVID-Related Leave:

For employees hired prior to January 1, 2021, the County will extend the time to use any remaining COVID-related leave accrued during calendar year 2020 pursuant to labor agreements then-approved by your Board. New employees hired on or after January 1, 2021, will be provided an allotment of eighty (80) hours of COVID sick leave to be used for COVID-related purposes. This leave shall expire no later than June 30, 2021 for all employees.

Childcare:

Employees will be able to use this COVID-related leave, and continue to use regular County sick leave, for childcare purposes related to the COVID-19 pandemic, subject to operational considerations/supervisor approval, through June 30, 2021.

Effect of Law:

There is considerable uncertainty as to whether Congress or California will enact legislation requiring the County of Marin to provide additional sick leave and/or childcare benefits. In the event that such a law is enacted, the relevant provisions of this tentative agreement shall be superseded by the law; except where the law requires the County to provide a lower amount of COVID-related leave than provided by this tentative agreement, the employee will retain any higher leave balance maintained pursuant to this tentative agreement.

Layoff/Furlough:

The County agrees not to implement a layoff or furlough program prior to January 1, 2022. The County may implement a Voluntary Separation Incentive Program (VSIP) after notice and discussion with Local 16.

Subsequent Agreements:

In the event that the County subsequently reaches a tentative agreement with another labor organization for a successor agreement or extension, effective on or before June 30, 2022, that provides either (1) a general cost of living increase, (2) an increase to the County's fringe benefit contributions, (3) any one-time payments to regular hire employees in excess of twelve hundred dollars (\$1,200.00), and/or provides (4) one-time payments to contingent hires, the County will provide the same benefit(s) to employees represented by the Local 16.

TENTATIVE AGREEMENT REGARDING THE EXTENSION OF THE CURRENTLY IN-EFFECT COLLECTIVE BARGAINING AGREEMENT

This is a tentative agreement (“TENTATIVE AGREEMENT”) between the International Alliance of Theatrical Stage Employees, Local 16 (“LOCAL 16”) and the County of Marin (“COUNTY,” collectively “the PARTIES”) to extend certain provisions of the 2018-2021 collective bargaining agreement (“CURRENT 2018-2021 CBA”). The terms of this TENTATIVE AGREEMENT apply only to LOCAL 16-represented employees. This TENTATIVE AGREEMENT is subject to ratification by the membership of LOCAL 16 as well as subject to approval by the Marin County Board of Supervisors (“BOARD”).

RECITALS

WHEREAS, the PARTIES recognize the unprecedented social and economic impact of the COVID-19 pandemic;

WHEREAS, the PARTIES have discussed the projected budgetary shortfalls and accompanying budgetary uncertainty; and

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

TERMS

1. Extension

The PARTIES agree to extend the term of the CURRENT 2018-2021 CBA for twelve (12) months, to, and including, July 14, 2022. This extension will extend the full force and effect of the existing terms of the CURRENT 2018-2021 CBA, including any and all side letters. This extension, however, does not include any terms that expressly expire/sunset (specifically reference an end date) upon the expiration of the CURRENT 2018-2021 CBA (“SUNSETTING PROVISIONS”). All SUNSETTING PROVISIONS shall expire as specified in the CURRENT 2018-2021 CBA. For example, where a term of the CBA ends “effective the final full pay period of the 2018-2021 agreement,” this term/benefit shall expire/sunset effective the final full pay period in June 2021. General phrases such as but not limited to “term of this agreement” or “duration of the agreement” are not SUNSETTING PROVISIONS.

2. Fringe Benefits

Existing provisions of the CURRENT 2018-2021 CBA regarding employer contribution of fringe benefits shall extend to Benefit Year 2022. Specifically, effective December 2021, in the pay period in which there will be an increase in health insurance premiums, the COUNTY will increase the bi-weekly fringe benefit package by zero percent (0%) to five percent (5%) (based on the premium increase to the Kaiser Silver plan or the COUNTY’s lowest cost HMO at that time) for benefitted employees at the employee plus one (1) and employee plus family benefit levels. For Benefit Years 2021 (December 27, 2020 – December 25, 2021) and 2022 (anticipated to be December 26, 2021 – December 24, 2022, based on the biweekly health coverage calendar), the COUNTY agrees to participate in the Teamsters Local Union No. 856 Health and Welfare Trust.

3. One-Time Payment to Extend CBA and Bargain Successor Agreement in 2022

Each full-time, regular hire employee in the bargaining unit as of January 1, 2021, shall receive a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00), in a separate check. This payment is made in recognition of the PARTIES’ agreement to defer bargaining of a successor agreement until 2022, and because it is for additional services rendered outside of normal working hours, it is not income for pension purposes. Part-time, regular hire employees in the bargaining unit as of January 1, 2021, shall receive this single, one-time payment prorated on the basis of their full time equivalent (“FTE”) appointment. For purposes of illustration, a part-

time, regular hire employee with a 0.50 appointment shall receive six hundred dollars (\$600.00). In no event shall any employee receive more than a single, one-time payment in the amount of twelve-hundred dollars (\$1200.00) pursuant to this TENTATIVE AGREEMENT. This single, one-time payment shall be made within thirty (30) days of BOARD approval.

4. COVID Related Leaves

a. COVID Sick Leaves

i. Employees Hired Prior to January 1, 2021

Employees covered by the Families First Coronavirus Response Act (“FFCRA”) in 2020, and employees excluded from the FFCRA in 2020, will continue to have access to their respective and existing COVID-related leave balances (if any) to be used in accordance with the terms of the April 2020 COVID agreement between the PARTIES and this TENTATIVE AGREEMENT. This paragraph does not require the COUNTY to provide additional leave accruals to these employees, but rather extends the period of time that these existing COVID-related sick leave accruals may be used. All leaves described in this paragraph, are subject to Paragraph 4.c, below. In no event shall leave accruals described in this paragraph extend beyond June 30, 2021.

ii. Employees Hired On or After January 1, 2021

Any employee hired on or after January 1, 2021, shall accrue, upon hire, eighty (80) hours of COVID-related leave. All leaves described in this paragraph, are subject to Paragraph 4.c, below. In addition, this leave is not subject to cash-out and cannot be used for additional retirement service credit (years of service) at retirement. In no event shall leave accruals described in this paragraph extend beyond June 30, 2021.

b. FMLA and Childcare

This TENTATIVE AGREEMENT does not extend the expiration date of the Expanded Family and Medical Leave Act (“EFMLA”) for specified reasons related to COVID-19, provided for in the FFCRA. Therefore, the EFMLA benefit expired December 31, 2020. Employees may request, to and including June 30, 2021, to use the leaves described in Paragraph 4.a, above, for childcare purposes or may use regular county sick leave, both subject to operational considerations. In the event the County subsequently reaches an agreement with another labor organization and/or extends a benefit to unrepresented employees to permit employees to use the leaves described in Paragraph 4.a. above and/or regular County sick leave for childcare purposes after June 30, 2021, the County agrees to treat employees represented by LOCAL 16 in the same manner.

c. Effect of Future Law, Regulation, or Order

Should any applicable federal, state, and/or local law , or any action carrying the weight of law (“LAW”), be enacted to provide and/or extend COVID related leaves, Paragraph 4.a, above, shall become null and void upon the effective date of the LAW, and the COUNTY shall implement legally required benefits. The PARTIES recognize that the scope of such requirements may be impacted by benefits already provided. If any LAW be enacted to provide or extend any other COVID-related benefit (e.g., EFMLA, etc.), the COUNTY shall implement the legally required benefits in strict accordance with the LAW and without any limitation or benefit imposed by any previous agreement. If, however, the requirements of the LAW require a lower COVID-related leave balance than an employee’s accrual is on the effective date of the LAW, the employee will retain the higher leave balance accrued pursuant to this TENTATIVE AGREEMENT. For example, if the

LAW requires an employee to be provided forty (40) hours of leave, and the employee has sixty (60) hours of leave remaining as a result of this TENTATIVE AGREEMENT, the employee will retain the sixty (60) hours of leave (existing leave balance will not be decreased by operation of the LAW). In no event will the County require an employee to pay back any time used pursuant to this TENTATIVE AGREEMENT by operation of the LAW.

- d. In the event the County subsequently reaches an agreement with another labor organization and/or extends a benefit to unrepresented employees to extend the time to use such leaves described in paragraph 4.a and/or to provide additional leave accruals for the purposes described in paragraph 4.a, the County agrees to provide the same benefits to LOCAL 16.

5. Layoff and/or Furlough

The COUNTY shall not implement layoffs or furloughs on or before December 31, 2021. The COUNTY may implement layoffs and/or furloughs on or after January 1, 2022, after satisfying the meet and confer requirements of the Myers-Milias-Brown Act. The COUNTY may enact a Voluntary Separation Incentive Program(s) (VSIP) on or before June 30, 2022, with only an obligation to discuss, not bargain the decision or effects of, the program with LOCAL 16. The COUNTY shall provide at least thirty (30) calendar days' notice prior to the implementation of any VSIP. This requirement to discuss the VSIP program with LOCAL 16 shall not delay the implementation of a VSIP.

6. Settlement Intent

In the event that the COUNTY subsequently reaches a tentative agreement with another labor organization for a successor agreement or extension, that provides:

- a. A General Cost of Living Salary Increase effective any time between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022;
- b. Any increases to the employer's fringe benefit contributions effective any period of time between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022;
- c. Any and all one-time payment(s) effective between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022, that equal(s) more than twelve-hundred dollars (\$1200.00) for regular, full-time employees; and/or
- d. Any and all one-time payment(s) effective between the date this TENTATIVE AGREEMENT is signed by the PARTIES, and June 30, 2022, for contingent hire employees.

the COUNTY agrees to provide the same benefit(s) to LOCAL 16, including the extension of any of these benefits to Contingent (Extra) Hires. This provision applies only to negotiated General Cost of Living Salary Increases, the employer's fringe benefit contributions, and any and all one-time payments, as these topics are described, above.

7. Weekly Labor-Management Call

The PARTIES agree to continue the weekly labor-management call for the duration of the extension described in Paragraph 1, above, except where the PARTIES mutually agree to reschedule or cancel a meeting(s).

8. Construction of the Agreement

The PARTIES have participated in the drafting of this TENTATIVE AGREEMENT and, therefore, this TENTATIVE AGREEMENT shall not be construed more favorably or unfavorably against any PARTY.

9. Entire Agreement

This TENTATIVE AGREEMENT sets forth the entire agreement between the PARTIES and supersedes any and all prior agreements or understandings, written or oral, between the PARTIES pertaining to the subject matter hereof. No other promises or agreements shall be binding upon the PARTIES with respect to the subject matter of this TENTATIVE AGREEMENT unless contained herein or separately agreed to in writing by the PARTIES. This TENTATIVE AGREEMENT may not be modified except by a writing signed by the PARTIES.

10. No Precedent

This TENTATIVE AGREEMENT shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future circumstance or dispute. Nothing in this TENTATIVE AGREEMENT is intended to modify, or serve as evidence of either PARTY'S interpretation of, the language of any CBA or any other agreement between the PARTIES.

11. Signatures

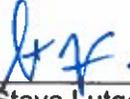
The PARTIES agree to accept multiple/electronically transmitted signature pages.

12. Effective Date

This TENTATIVE AGREEMENT must be first ratified and approved by LOCAL 16, then approved by the BOARD. The PARTIES agree to treat the ratification and approval process as a high priority. This TENTATIVE AGREEMENT is effective the first full business day after approval by the BOARD.

For LOCAL 16:

For the COUNTY:



Steve Lutge
Business Manager-Secretary, Local 16

3/5/21

Date

Jake M. Hurley
Deputy Director, Human Resources

Date