

AD DM LK 277

**June 2, 2025
Passed via email
Tentative Agreement**

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

1. Equity Adjustment to market median based on the County compensation study;
2. General Salary Increases of 4% in 2025 and 2026 and 3% in 2027;
3. Health Benefit language eliminating the two-tier benefit based on income and normalizing the County fringe benefit at the higher level.
4. An additional 1.63% equity adjustment for DDA IVs in FY26-27; and
5. A \$500 matching contribution towards employee deferred compensation accounts
6. 6% fringe increases in CY2026, 5% increase in CY2027 and 2028 and eliminate range

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

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

CHAPTER I: GENERAL PROVISIONS

1.1.2 Term

This agreement shall be in effect from ~~July 1, 2025 through June 30, 2028. July 1, 2022 to through June 30, 2025.~~ It shall continue in effect thereafter from year to year unless either party gives **one hundred twenty (120) days'** notice prior to June 30, ~~20285~~, or any yearly anniversary date thereafter, to terminate or modify this Agreement. Notwithstanding any of the above, continuation of this Agreement may be voided in accordance with the procedures outlined in Personnel Management Regulation (PMR) 4.

Teamsters Proposal #2: County modifies its May 23, 2025 response to Teamsters' wage and equity proposals as set forth below:

Article 2.1 Salary

2.1.1 General Increases

Year 1: ~~Effective July 1, 2025~~ Effective the first full pay period **following the later of (i) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, in July 2022, or in the first full pay period following ratification and approval,**



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whichever is ~~earlier~~ later, the rate of pay for all classes and employees shall be increased by ~~five percent (5.0%)~~ three and one-half percent four (34.05%).

Year 2: Effective the first pay period in July 2026~~3~~, the rate of pay for all classes and employees shall be increased by four percent (4.0%) ~~four and a half percent (4.5%)~~ three percent (3.0%).

Year 3: Effective the first pay period in July 2027~~4~~, the rate of pay for all classes and employees shall be increased by four percent (4.0%) three percent (3.0%).

2.1.2 Equity

~~Effective July 1, 2025~~ Effective the first full pay period in July 2022, or in the first full period following adoption of the Agreement, whichever is ~~earlier~~ later, ~~the rate of pay for all DDA classes shall be increased by eight and two-tenths percent (8.2%).~~ Effective July 1, 2026 or in the first full pay period following ratification by the Union and approval of the Agreement by the Board of Supervisors, whichever is ~~earlier~~ later, the rate of pay for all DDA classes shall be increased by one percent (1.0%). Effective July 1, 2027 or in the first full pay period following ratification by the Union and approval of the Agreement by the Board of Supervisors, whichever is ~~earlier~~ later, the rate of pay for all DDA classes shall be increased by one percent (1.0%). the DDA I shall be increased by three (3.0%), the rate of pay for the DDA II shall be increased by four (4.0%) and the rate of pay for the DDA IV shall be increased by one (1%). Additionally, the County will align to increase steps 1-4 of the DDA III salary range with steps 1-4 of the County Counsel III salary range. During the 2022 bargaining cycle, the parties agreed and the County has completed the increase to and alignment of steps 1-4 of the DDA III salary range with steps 1-4 of the County Counsel salary range. the rate of pay for the following job classes will be increased as follows:

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

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



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

<u>DDA I</u>	<u>7.21%</u>
<u>DDA II</u>	<u>7.21%</u>
<u>DDA III</u>	<u>7.21%</u>
<u>DDA IV</u>	<u>7.21%</u>

Effective the first pay period in July 2026, the County will increase the base pay for the DDA IV classifications by an additional 1.63% to create a 10% differential above the DDA III classification to address compaction. This compaction adjustment is independent of the General Salary Increase effective during the same pay period and will be implemented in an additive (non-compounded) fashion.

Teamsters Proposal #3: County restates its May 23, 2025 proposal as set forth below:

CHAPTER III: FRINGE BENEFIT

Article 3.1 Medical, Dental, Vision, Life, Retirement Benefits

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

3.1.1 Fringe Benefits

The following bi-weekly fringe benefit contributions shall be made by the County in calendar year 2025~~6~~~~(for benefit plan year 2026)~~~~2022~~ as follows, **effective as soon as administratively possible following adoption of this agreement by the Board of Supervisors but in no event more than two full pay periods following contract adoption:**

	<u>Employee Only</u>	<u>Employee + 1 Dependent</u>	<u>Employee + Family</u>



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2025 Contract Negotiations
County of Marin/Teamsters Local 856 – DDA Unit

Bi-weekly Fringe	\$515.25	\$869.46	\$1,173.57
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	Employee-Only	Employee+1 Dependent	Employee + Family
Bi-weekly Fringe Under 75k*	514.60	\$690.56	\$934.53
Bi-weekly Fringe Over \$75k*	514.60	\$677.66	\$908.74

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

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

Effective December ~~2022~~**2025, December 2026, and December 2027**, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by **an amount equivalent to six percent (6%)** of the same dollar amount as the Kaiser Silver Plan **premium for plan year 2025** increase, from zero to **seven and one half** six percent (0-~~6~~**7.5**%) based upon the Kaiser Silver plan for all benefited employees at the employee plus one (1) and employee plus family benefit levels.

Effective in December ~~2025, December 2026, and December 2027~~**3** and December 2024, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by **an amount equivalent to** the same dollar amount as the Kaiser Silver Plan increase, from zero to five percent (0-5%) based upon the **of the** Kaiser Silver plan **premium for the applicable prior plan year** for all benefited employees at the employee plus one (1) and employee plus family benefit levels.

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

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Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level in Plan Years ~~2026, 2027, and 2028~~ ~~2023, 2024 and 2025~~: If the biweekly premium at the Kaiser Silver employee-only level in plan years ~~2026, 2027, and/or 2028~~ ~~2023, 2024 and/or 2025~~ **plus mandated employee-only dental, vision, and basic life insurance** exceeds the County’s biweekly fringe contribution at the employee-only level (i.e., \$51~~54.25~~60 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver and mandated employee- only dental, vision and basic life insurance, for all represented employees who enroll in employee-only medical plans.

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

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

3.1.6 Teamsters Local Union 856, Health and Welfare Trust

For the term of ~~the Agreement July 1, 2022 through June 30, 2025 Agreement~~, the County of Marin (“County”) agrees to participate in the Teamsters Local Union No. 856 Health and Welfare Trust (“Teamsters Trust”) for the sole purpose of offering to its employees the Teamsters Trust’s Anthem Preferred Provider Organization plan (“Anthem PPO” or “Teamsters Plan”).

3.1.10. Health Care Committee

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

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



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

County Proposal 1: County responds to Teamsters’ May 23, 2025 proposal as follows:

SIDE LETTER AGREEMENT COUNTY OF MARIN & TEAMSTERS 856 (DDA UNIT) 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. As part of the meet and confer process, the Union **and the County** may submit proposed revisions. 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. Discussions / negotiations may be conducted jointly with other employee organizations provided there is agreement by the County and the individual employee organizations. ~~This process shall begin as soon as practicable during 2011 or 2012.~~ The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

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

County Proposal #4: County responds to Teamsters’ May 23, 2025 response as set forth below:

CHAPTER III: FRINGE BENEFIT

Add the following new provision:

Leave with pay up to five (5) standard working days per calendar year (40 hours) per loss shall be granted by the department head in case of the death of an immediate family member as defined in California Government Code (parent, spouse, registered domestic partner, parent of a spouse or registered domestic partner, grandparent, grandchild, sibling, child, or child of a spouse or of a registered domestic partner of a regular employee as those terms are defined **in PMR 44.7**



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and the California Government Code. The paid bereavement identified in this paragraph must be taken within three (3) calendar months of the death of the immediate family member. Bereavement leave in case of other persons may be granted only upon approval of the Director of Human Resources or designee.

County Proposal #5: County modifies its May 31, 2025 – 8:30 am proposal as follows:

Contracting Out Bargaining Unit Work

Except as provided below, the County and the Union will meet and confer in good faith prior to any decision to contract out bargaining unit work. The County shall provide the Union with notice including (1) the nature of services to be contracted, (2) the reason existing personnel are unable to provide the contracted services, (3) the cost associated with those contracts, and (4) the intended duration of the contracts and expected timeframe to use contracted services. The Union may request additional information as needed. Upon request of the Union, the parties will meet and confer concerning the proposed contracting out of work or services.

The parties agree that, where the use of contractors or temporary employees would not result in the elimination or reduction in hours for any existing bargaining unit position, the County may utilize contract and temporary employees to perform work traditionally performed by bargaining unit employees without advanced notice and meeting and conferring in the following situations:

1. Where (a) the need for contracted or temporary service employees services is not expected to exceed six (6) months, and (b) existing staff cannot perform the services during their normal working hours and within the required timeframe, due to: (1) emergencies or other unusual service demands, (2) position vacancies, (3) short or long-term absences, or (4) lack of the requisite expertise, capacity, or certifications among available staff. Consideration to determine operational feasibility of existing employees to work overtime, temporary promotion, or temporary special assignment pay will be given prior to the use of contract or temporary employees in these listed circumstances. If contracted or temporary service employees work/assignment needs to be extended beyond six (6) months, the County will provide notice of the extension and anticipated end date. If the anticipated end date is beyond nine (9) months from the start of the contracted/temporary assignment, the County will meet and confer with the union ~~on the impact of the assignment~~.
2. The use of contract or temporary employees (including mutual aid, temporary extra help employees, and retired annuitants) to respond to a locally proclaimed or declared disaster, emergency, or mutual aid event.



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The County will inform the Union when it uses contractors or temporary employees pursuant to this section within thirty (30) calendar days of the contractor and/or temporary employee(s) beginning work for the County.

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

County Proposal #6: County responds to Teamsters' May 23, 2025 proposal as set forth below:

CHAPTER III: FRINGE BENEFIT

3.2 Vacation Leave.

3.2.6 Limits on Accrual of Vacation Leave

Employees will not accumulate any further vacation leave if their unused vacation leave reaches 360 hours. In unusual cases, to avoid impairment of County services, the County Executive and/or designee County Administrator may approve the accumulation of unused vacation hours in excess of the maximum unused hours.

As soon as reasonably feasible, ~~During~~ but no longer than thirty calendar days after a locally declared disaster, and/or emergency, and/or mutual aid events, Teamsters and the County shall meet and confer (over impacts) ~~within five (5) business days~~ to discuss whether the accumulation cap should be temporarily suspended.

County Proposal #9: County modifying its May 30, 2025 – 530 pm proposal as set forth below:

In the event that County of Marin reaches an ratified tentative agreement with another labor organization whose contract expires June 2022-~~2025~~ or with MAPE if they agree to a contract extension in 2022, and the County provides that union a negotiated General Cost of Living Salary increases (not including class specific equity adjustments or class-specific certification/specialty pays) and/or any additional non-unit specific one-time payments that are paid before June 30, 2025, which are cumulatively greater than those to which the parties



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County Proposal #10: County agrees to Teamsters' May 23, 2025 proposal to maintain the PMR side letter (with revisions addressed as part of response to County Proposal #1) and the Market Equity side letter (with updated dates) and delete the ACA Excise Tax and 125 Plan side letters.

Prior TAs:

- County Proposal 2
- County Proposal 3
- County Proposal 8

County-Withdrawn Proposals: County Proposal 6

For the Union

Date: 6/2/25

Susanna Farber

Daniel Madow

For the County

Date: 6/2/25

Burke Dunphy

Lisa Li



County Proposal #2
April 18, 2025
Time passed: _____
County Proposal on Title Cleanup

County proposes to amend multiple sections to update references from "County Administrator" to "County Executive" as part of a redlined MOU.

TA 5/20/25 *5/23/25 SA*

Union *[Signature]*

County *[Signature]*

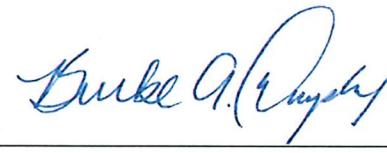


County Proposal #3
April 18, 2025
Time passed: _____
County Proposal on Language Cleanup

County proposes to amend multiple sections to update pronoun references to include gender neutral pronouns as part of a redlined MOU.

TA 5/20/25 5/23/25 ~~RD~~

Union 

County 



County Proposal # 8
April 18, 2025
Time passed: _____
County Proposal on Grievance Procedure

CHAPTER V: GRIEVANCE PROCEDURE

5.1.3 Formal Grievance.

- B. Resolution Process. After filing the Grievance Form with Human Resources, the process for resolving the grievance is as follows:

Step 1:

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

Step 2:

- a. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she/they may, within not more than five (5) working days from his/her/their receipt of the department head or designee's decision, request consideration of the grievance by the County Executive Administrator by so notifying the Human Resources Department in writing.
- b. Within fourteen calendar days after such notification, the County Executive Administrator or designee will begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he, or she, or they deems necessary, and will render a decision in writing within twenty-one (21) calendar days of the conclusion of the hearing or findings of fact.
- c. If the written decision of the County Executive Administrator or designee resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- d. If the written decision of the County Executive Administrator or designee ~~is likely to not~~ does not resolve the grievance to the satisfaction of the grievant, he/she/they will advise the grievant, in writing, of the decision and the alternatives under Step 3, should the grievant choose to proceed further.



Step 3

A final consideration of the grievance to Step 3 may be filed in writing with the Human Resources Department not more than seven **(7)** calendar days from receipt of the County Administrator's **Executive or designee's** decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

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.

Alternative A. The grievance shall be determined by the Personnel Commission. The decision of the Commission will be made in writing within sixty **(60)** calendar days after the filing of the appeal at Step 3, and will be final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

Alternative B. This alternative is reserved for the Union alone. Individual grievants may not choose alternative B. The grievance will be determined by an arbitrator selected by mutual agreement between the County and the grievant **Union**, provided that:

- a. The County and the grievant **Union** agree on the issues to be arbitrated, or
- b. The grievance pertains to the specific terms of any existing collective bargaining agreement.

The decision will 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.

TA 5/20/25 5/23/25 ^{BRAD}

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