

**Negotiations between County of Monterey and the Monterey County Counsel Employee Association (MCCEA)  
2024**

**Tentative Agreement  
October 25, 2024**

**Package Tentative Agreement:** Acceptance of this proposal by MCCEA results in the acceptance of all provisions herein. After agreement on these terms is reached, the County and MCCEA agree to finalize the Memorandum of Understanding, no later than December 1, 2024, for MCCEA to reflect these terms as well as clean up existing language as necessary. Summary of the proposed terms (full language to follow):

**ARTICLE 3 TERM**

The County and MCCEA agree to a three (3) year term ending June 30, 2027.

**ARTICLE 4 WAGES**

- Year 1- 4% effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement.
- Year 2- 4% effective the first full pay period following July 1, 2025.
- Year 3- 4% effective the first full pay period following July 1, 2026.

**ARTICLE 6 PROFESSIONAL BENEFITS**

**6.5 Training Conferences**

Employees covered by this MOU will be entitled to attend two (2) County Counsel Association study group meetings a year as an expense of the County Counsel's Office. Additionally, employees will be entitled to attend two (2) MCLE events of either the Monterey County Bar Association or the Monterey County Women Lawyers Association.

This is not to be considered a cap on training conference attendance, as some unit members have joined multiple subject matter study groups, and their attendance at additional meetings may be preferable. Payment for expenses must comply with applicable County policies for travel and reimbursement, and appropriate receipts must be provided. Additional conference attendance is at the sole discretion of the County Counsel. Pre-approval of attendance is required.

**ARTICLE 7 LEAVES AND HOLIDAYS**

- The County agrees to observe Cesar Chavez (March 31<sup>st</sup>) as a County holiday effective calendar year 2025.
- The County agrees to extend the Winter Recess provision for the contract term indicated in Article 3 above.

## ARTICLE XX LONGEVITY

### Longevity Pay

Permanent employees in Unit G who accrue:

- Ten (10) consecutive years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) consecutive years of service shall receive a premium pay totaling three and a half percent (3.5%) of their base wage.
- Twenty (20) consecutive years of service shall receive a premium pay totaling five and a half percent (5.5%) of their base wage.

Consecutive service years include service time worked as a permanent employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered for service credit. Service time of less than 1.0 FTE shall be pro-rated based on FTE.

The Longevity premium pay will be reported in accordance with PERS regulations section 571A. Elected Annual Leave Cash Out values will be inclusive of the longevity pay.

Eligible employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible date to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late by the employee.

## ARTICLE 14 BENEFITS PROGRAMS

The County shall provide a fixed elective contribution towards the cost of the CalPERS Platinum health plan as follows:

- Remain status quo for CalPERS coverage year 2024
- Effective CalPERS coverage year 2025:
  - \$976.63 for employee only
  - \$2,117.56 for employee plus one
  - \$2,802.12 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2026:
  - \$1,064.53 for employee only
  - \$2,308.14 for employee plus one
  - \$3,054.31 for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2027:
  - \$1,160.34 for employee only

- **\$2,515.87** for employee plus one
- **\$3,329.20** for employee plus family
- For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

The County shall provide a fixed elective contribution towards the cost of the CalPERS Gold health plan as follows:

- Remain status quo for CalPERS coverage year 2024
- Effective CalPERS coverage year 2025:
  - **\$930** for employee only
  - **\$2,000** for employee plus one
  - **\$2,650** for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2026:
  - **\$1,013.70** for employee only
  - **\$2,180.00** for employee plus one
  - **\$2,888.50** for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.
- Effective CalPERS coverage year 2027:
  - **\$1,104.93** for employee only
  - **\$2,376.20** for employee plus one
  - **\$3,148.47** for employee plus family
  - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

## ARTICLE X COMMITTEES

### **County Law Workgroup**

The County and Association agree to form a joint workgroup to review current process for using County Law, developing recommendations for procedures geared towards a more efficient use of employee time while ensuring that all necessary information is gathered for billing or reporting office performance.

## ADDITIONAL RESPONSES

- **Base Wage Study Implementation-** The County agrees to implement the base wage adjustments found in the Deputy Public Defender II Base Wage Study conducted for Unit D by Sloan Sakai in April 2024 with implementation beginning no later than July 1, 2025 and concluding by June 30, 2027. The County agrees to implement the base wage adjustments found in aforementioned base wage study separately from the agreed upon base wage increases as presented in Article 4 above.

As part of the meet and confer process, the County agrees to engage in good faith to discuss with the Association whether the Associate or Deputy Public Defender classification in Alameda County is a comparable classification. The final decision on whether the classification is deemed a comparable is subject to approval by the County.

- Attorney Base Wage Parity- The County agrees to maintain the historical parity between the Prosecutor, Public Defender and County Counsel attorney classifications for base wages. If future classification and/or compensation studies include the recommendation to break the base wage study, parties agree to meet and confer as part of the classification and/or compensation study.
- Parties agree to meet no later than February 1, 2025 to review the existing process for union requested classification and compensation studies.

For the County:

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*Anaana Hurtado* 10/28/2024 | 3:41 PM PDT  
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DocuSigned by:  
*Eli Ruelas* 10/28/2024 | 3:38 PM PDT  
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For MCCEA:

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*Christi McDonald* 10/28/2024 | 11:57 AM PDT  
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*Shane Even Strong* 10/28/2024 | 12:34 PM PDT  
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