

**Negotiations between County of Monterey and the Monterey County Public Defenders’  
Association (MCPDA)  
2024**

**Tentative Agreement  
October 30, 2024**

**Package Proposal:** After agreement on these terms is reached, the County and MCPDA agree to finalize the Memorandum of Understanding, no later than January 1, 2025, for MCPDA 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 MCPDA agree to a three (3) year term ending June 30, 2027.

**ARTICLE 4 WAGES**

- Year 1- 4.0% effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement.
- Year 2- 4.0% effective the first full pay period following July 1, 2025.
- Year 3- 4.0% effective the first full pay period following July 1, 2026.

**4.2 On-Call Pay**

Deputy Public Defender II-IV may be required to take On-Call duty on a weekly rotational basis. On-Call duty refers to a situation where off duty employees hold themselves available for immediate response to consult with youth, who are in custody, prior to a custodial interrogation and before waiving his/her rights as directed by management. On-Call duty will be assigned first to those employees that volunteer to provide this service.

Deputy Public Defender II-IV placed on On-Call duty shall be paid ~~three hundred seventy-five~~ seven hundred dollars (~~\$700~~375) per week.

**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 D 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 5 INSURANCE BENEFITS**

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:
  - \$1,060.34 for employee only
  - \$2,415.87 for employee plus one
  - \$3,229.20 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:
  - \$1,004.93 for employee only
  - \$2,276.20 for employee plus one
  - \$3,048.47 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 11 RETIREMENT BENEFITS

- 401(a) Contribution. To maintain attorney compensation parity, the County shall increase contributions to employees governmental 401(a) by \$100.00 effective the first full pay period following September 1, 2025. The County shall increase contributions to employees governmental 401(a) by \$100.00 effective the first full pay period following September 1, 2026.

## 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 August 31, 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.
- **Classification and Compensation Study Process-** Parties agree to meet no later than February 1, 2025 to review the existing process for union requested classification and compensation studies.

For County:

For MCPDA:

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