



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: February 9, 2016

Subject: Memorandum of Understanding with the Contra Costa County Defenders Association

RECOMMENDATION(S):

ADOPT Resolution No. 2016/80 approving the Memorandum of Understanding (MOU) between Contra Costa County and the Contra Costa County Defenders Association implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

The estimated cost of the negotiated contract is \$461,000 for FY 2015/16 (\$395,000 from the partial year 5% wage increase (\$99,000 of this is pension cost), \$53,000 for healthcare, and \$13,000 for deferred compensation); \$1.2 million for FY 2016/17 (\$546,000 from the previous 5% wage increase (\$136,000 of this is pension cost), \$491,000 from the second increase of 4.5% (\$121,000 of this is pension cost), \$121,000 for healthcare, and \$19,000 for deferred compensation); and \$1.7 million for FY 2017/18 (\$1.0 million for the previous wage increases, \$491,000 for the third increase of 4.5%, \$138,000 for healthcare, and \$19,000 from deferred compensation). The estimated cost of the three year contract is \$3.3 million.

BACKGROUND:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/09/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

ABSENT: John Gioia, District I
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 9, 2016

David Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

By: June McHuen, Deputy

The Contra Costa County Defenders Association began bargaining with Contra Costa County on or about May 8, 2015. A Tentative Agreement was reached between the County and the Costa County Defenders Association, which was ratified on January 28, 2016. The resulting Memorandum of Understanding is attached.

BACKGROUND: (CONT'D)

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In summary, the significant changes are:

- Duration of Agreement – Section 38.4
 - The term of the agreement is from July 1, 2015, through June 30, 2018.
- General Wages – Section 5.1
 - Effective October 1, 2015, the base pay for the classifications of Deputy Public Defender 1, II, III, IV will be increased by 5%. The classifications of Deputy Public Defender 1, II, III, IV began receiving the wage increase effective October 1, 2015 in compliance with a parity provision that links wages for these classes with those of the Deputy District Attorneys.
 - Effective January 1, 2016, the base pay for the classifications of Deputy Public Defender-Special Assignment-Exempt, Public Defender Investigative Aide, Public Defender Investigator I, Public Defender Investigator II, and Senior Public Defender Investigative Aide will be increased by 5%
 - Effective July 1, 2016, the salary of all classification represented by DDAA will be increased by 4.5%
 - Effective July 1, 2017, the salary of all classification represented by DDAA will be increased by 4.5%
- Definitions
 - Provide clarification that pays and benefits are not applicable to permanent intermittent and temporary employees unless otherwise indicated in the MOU.
- Withdrawal of Membership - Section 2.5
 - Removes the designated year of '2011' making the section effective every year.
- Overtime and Compensatory Time Off - Section 7
 - Provides that payment of overtime and compensatory time off is for authorized work performed in excess of forty hours per week; or in excess of eight hours per day.
 - Work performed does not include non-worked hours.
 - Employees must annually elect to accrue compensatory time off in lieu of overtime pay.
- Call Back Time - Section 8
 - Eligible employees will be paid one and one-half times his/her base rate of pay for the actual Call Back Time worked plus one hour with a two hour minimum.
- Days and Hours of Work/Holidays – Section 9
 - Eliminate "different work schedules" from definitions.
- Duration of Layoff & Reemployment Rights – Section 9.2.H
 - Reduces the number of years granted for reemployment privileges from four to two years.
- Vacation Leave and Paid Personal Leave – Section 11
 - Vacation credits may be taken in one minute increments, reduced from one tenth hour.
- Sick Leave - Section 12

- Sick leave may be taken in one minute increments, reduced from one tenth hour.
- Health, Life and Dental Care – Section 16
 - Inclusion of High Deductible Health Provider and Plan selected by the County.
 - Limit access to CCHP Plan B, Kaiser Permanente Plan A, Health Net HMO Plan A, and Health Net PPO to employees hired before January 1, 2016. These plans are to be eliminated for all employees beginning January 1, 2018.
 - The County will make available to employees represented by the Association any new medical or dental plans selected by the County to replace current plans not renewed. Notice will be provided regarding the effective date of any new medical or dental plans.
 - The County will adjust its monthly premium subsidies to cover all increases for the 2016 plan year.
 - Beginning January 1, 2017, any future increases in monthly premiums or plan premium penalties imposed by the medical plan, are to be shared evenly by the County and the Association.
 - Beginning with the 2017 plan year, all employees will be in a 3-tier plan/rate structure.
 - Provide employees eligible to receive an offer of coverage from the County under the Affordable Care Act, with access to the County's lowest cost, single individual health insurance plan as determined by the County at the full premium amount.
- Retirement – Section 23.2.C
 - The Association is to support legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who under PEPR, become new members of CCCERA.
- Training and Professional Expense Reimbursement – Section 24.1 -24.3
 - The County will issue payment for California State Bar Dues and criminal specialization fees directly to the State Bar rather than as a reimbursement on an individual attorney basis.
 - Incorporate prior side letter that provided specified attorneys are eligible for a law school loan reimbursement program.
- Computer Vision Care – Section 25
 - Replace references to “Video Display Terminal (VDT)” with “Computer Vision Care (CVC).”
 - Increase the dollar value of CVC basic eye wear (single, bifocal, or trifocal frame) from ten dollars (\$10) to fifty dollars (\$50).
- Pay Warrant Errors - Section 27
 - A repayment schedule will be no longer than three (3) times the length of time the overpayment occurred.
- Deputy Public Defender Special Assignment-Exempt & Temporary Employees - Section 35
 - Limits Deputy Public Defender Special Assignment-Exempt and temporary employees' benefits to those set forth in these sections.
 - Provides for medical plan subsidies for specified employees achieving twelve consecutive months of County employment in the classification of Deputy

Public Defender Special Assignment-Exempt.

- Scope of Agreement – Section 38.1
 - The County and the Association agree that any past side letters or any other agreements not already incorporated into or attached to the MOU are deemed no longer effective.
- Deferred Compensation Incentive – Section 41.2
 - Increase the County's deferred compensation monthly contribution from sixty dollars (\$60) to eighty-five dollars (\$85).
 - Incorporate prior side letter that established a Deferred Compensation Plan Loan Program on June 26, 2012.

CONSEQUENCE OF NEGATIVE ACTION:

County employees would continue to work without a contract.

ATTACHMENTS

MOU Public Defenders

Resolution No. 2016/80