



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: October 19, 2021

Subject: Side Letter to amend MOU with Contra Costa County Defenders Association, Section 25 and Section 42.2

RECOMMENDATION(S):

ADOPT Resolution No. 2021/341 approving the Side Letter between Contra Costa County and the Contra Costa County Defenders' Association, revising Section 25 "Training and Professional Expense Reimbursement" and adding subsection 42.2.G "Additional Contribution to Deferred Compensation Plan" to the current Memorandum of Understanding (July 1, 2018 - June 30, 2022).

FISCAL IMPACT:

Pursuant to Memorandum of Understanding (MOU) Section 43 - Non-Healthcare/Non-General Wage Re-Opener, the total annual cost is approximately \$33,000. The cost will be absorbed by the Department.

BACKGROUND:

This side letter amends the Memorandum of Understanding (MOU) between the County and the Association (July 1, 2018 - June 30, 2022) under Section 25 - Training and Professional Expense Reimbursement to increase the reimbursement amount for Public Defender Investigators and to provide all reimbursements on a biennial basis effective January 1, 2022. The side letter also amends MOU Section

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **10/19/2021** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V 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: October 19, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Alvan Mangalindan,
(925) 655-2072

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

42.2 - Deferred Compensation to include an additional subsection (42.2.G) providing for a County contribution towards active Deputy Public Defender-Fixed Term and Public Defender Investigator employees' deferred compensation accounts. Both MOU amendments are pursuant to the funds referenced in Section 43 - Non-Healthcare/Non-General Wage Re-Opener.

Pursuant to this side letter, the County shall reimburse each Deputy Public Defender and Public Defender Investigator up to a maximum of one thousand and two hundred dollars (\$1,200) for each two (2) year period beginning on January 1, 2022. In addition, pursuant to this side letter, the County shall provide a monthly deferred compensation contribution to eligible employees in the Contra Costa County Defenders Association who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the additional contribution will be limited to eligible Public Defender Investigators Unit employees. The pro-rata amount for each Public Defender Investigators Unit employee will be determined by dividing \$33,000 by the number of eligible Public Defender Investigators Unit employees enrolled in the County's deferred compensation program on October 10, 2021. This contribution amount will be distributed proportionately on a monthly basis, starting November 10, 2021, for the remainder of the 2021 calendar year.

For all subsequent years, the additional contribution will be available to eligible employees in the Public Defender Investigators Unit and Deputy Public Defender-Fixed Term (Job Code – 25WB) classification. After funding the increased reimbursement amount effective January 1, 2022, under Section 25.2 - Public Defender Investigator Professional Expenses, any remaining funds pursuant to Section 43 - Non-Healthcare/Non-General Wage Re-Opener, are to be applied to this contribution. The pro-rata amount for each employee is determined for the applicable year by dividing these remaining funds by the number of eligible employees in these positions who are enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the

amount of remaining funds under Section 43 and the number of employees in these positions who are enrolled in the deferred compensation program at the time.

The terms of this Side Letter are effective in the calendar year in which the Side Letter is executed and will be incorporated into the next MOU between the County and the Association. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 43 – Non-Healthcare/ Non-General Wage Re-opener for the Association. The Parties further acknowledge and agree that Section 5.15.C. of the MOU was satisfied with the addition of Section 43 to the MOU and that no new or modified benefits negotiated during the Non-Healthcare/Non-General Wage Re-opener negotiations by the Deputy District Attorneys Association apply to the classifications covered by Section 5.15.C. of the MOU. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and the Contra Costa County Defenders Association (July 1, 2018 -June 30, 2022) remain unchanged by this Side Letter.

CONSEQUENCE OF NEGATIVE ACTION:

Section 43 of the MOU will remain open.

ATTACHMENTS

Resolution 2021/341

County and CCCDA Side Letter