

County of Monterey
And
Monterey County Unit E (District Attorneys)

**Tentative Agreement
September 13, 2011**

The following is the tentative agreement between the Monterey County Prosecutor's Association (Unit E) and the County of Monterey, subject to ratification by the MCPA and approval by the District Attorney and Monterey County Board of Supervisors.

1. **Term.** July 1, 2011-June 30, 2012.
2. **PERS Contribution.** Effective the first pay period in October, Unit employees shall pay 3.5% (three and one-half percent) of the 7% (seven percent) Member Contribution toward CalPERS. This 3.5% shall not be retroactive.
3. **Salary.** Effective the same pay period as implementation of the 3.5% CalPERS Member Contribution, the County shall provide an equity adjustment by increasing the salary range of the classifications of District Attorney III and District Attorney IV Classifications by 2.8%.
4. **Winter Break.** The District Attorney's Office shall close for the four days between December 25, 2011 and January 1, 2012. For employees in paid status on December 24, 2011:
 - a. Four paid days (which is equivalent to thirty-two [32] hours for a full-time employee) will be made available to E Unit employees to use during the Winter Recess.
 - b. If an employee is required to work during this period, the employee will retain any remaining Winter Recess time until December 24, 2012. These days may be scheduled in the same manner as vacation.
 - c. Any Winter Recess time not used by December 24, 2012 will be forfeited. Winter Recess time has no cash value and no payment for unused Winter Recess time shall be permitted.

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5. **Professional Expense Allowance.** The Professional Expense Account shall be increased from \$75/quarter to \$45.84/month.
6. **Medical Insurance.** Medical insurance flexible credits will continue to be calculated in the same manner as in previous years.
7. **Update to MOU.** On or before December 31, 2011, the parties agree to develop mutually agreeable updates to the non-economic terms of the Memorandum of Understanding. The parties understand that these meetings are intended to finalize the terms of the MOU and is not a meet and confer process.
8. **Minimum Continuing Legal Education (MCLE).** Each permanent Unit employee shall be entitled to reimbursement for Minimum Continuing Legal Education courses successfully completed, provided, however that reimbursement shall meet the terms of the Educational Assistance Program found in Section A.48.2 of the PPPR, and shall include Continuing Education courses certified by the California State Bar Association.
9. **Commitment to Achieving Parity Among Attorney Classifications:** The language in Attachment A shall be incorporated into the successor Memorandum of Understanding.
10. **Step Increase for Deputy District Attorneys I and II:** Regular employees in the classifications of Deputy District Attorney I and II shall receive one step increase effective the same pay period as implementation of the 3.5% CalPERS Member Contribution. This shall be a one-time negotiated increase; the next step eligible date of these employees shall not be modified as a result of this one-time increase.

For the County: 

_____ September 13, 2011

For the Association:

_____ September 13, 2011

County of Monterey
Unit E Mediation
September 13, 2011

Counter to 8/30 proposal from DAs in Mediation

// **Commitment to Achieving Parity Among Attorney Classifications:** The County recognizes the disparity in base pay for County DDA III/IV classifications when compared to the County Counsel III/IV classifications. Accordingly, negotiations for a successor MOU shall be guided by the mutual desire to achieve full parity with County Counsel. Although the County is not obligated to reach full parity with County Counsel via a successor MOU, at a minimum, the County ~~shall exercise its best efforts~~ ^{will/shall} to ensure that the gap between County Counsel and DDAs will not increase as a result of negotiations in 2012. The parties agree that negotiations for a successor MOU shall commence upon request of either party upon request no later than February 1, 2012. The obligations set forth in this section shall remain in effect until a successor MOU is ratified by the parties, or until the impasse procedures have been exhausted.

↓ Furthermore, the County ~~and~~ shall exercise its best efforts to narrow the gap between County Counsel and DDAs ~~(i.e. achieve parity)~~.