



# COUNTY OF SANTA CRUZ

## Personnel Department

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February 7, 2001

Agenda: February 13, 2001

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

**APPROVE AMENDMENT TO THE DISTRICT ATTORNEY AND CHILD  
SUPPORT ATTORNEY MEMORANDUM OF UNDERSTANDING AND  
DIRECT THE PERSONNEL DIRECTOR TO SIGN THE MOU AMENDMENT  
ON BEHALF OF THE BOARD**

Dear Members of the Board:

The County and the District Attorney and Child Support Attorneys' Association has reached agreement for the term of February 17, 2001 - February 16, 2004. As you are aware, this unit currently provides for a me-too compensation provision with the County Counsel Attorneys who are in the unrepresented unit. Therefore, compensation for this unit will be discussed when Executive Management recommendations are placed on your Board's future agenda.

The agreement provides for:

- County health contributions equivalent to the General Unit;
- Implementation of PERS single highest year when all PERS miscellaneous members agree, where cost is borne by the employee through a payroll deduction;
- Implementation of IRC414(h)(2) on or about March 17, 2001 where the employees pay their own PERS and the 7% is rolled into the salary schedule;
- A reopener to discuss changes to the miscellaneous PERS retirement formula;
- Authorization for the County to implement any PERS amendments which enhance service credits for employees where there is no actuarial costs such as Vista and Peace Corp service credits;

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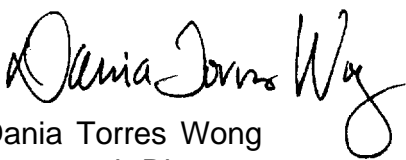
Board of Supervisors  
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- Changes to Equal Employment, sick leave, bereavement leave to conform to state law changes and County domestic partner policy; and
- Recognition of the name change of the District Attorney Association to the District Attorney and Child Support Attorney Association in conformance with the state mandated child support legislation.

It is therefore RECOMMENDED that your Board:

1. Approve the attached amendment to the District Attorney and Child Support Attorney Memorandum of Understanding for the period of February 17, 2001 - February 16, 2004;
2. Authorize the Personnel Director to sign the amendment on behalf of the County;
3. Adopt the attached resolution to establish the increase in the County's medical contributions for the duration of the Memorandum of Understanding as required by PERS; and
4. Authorize the Personnel Director and the County Administrative Officer to take the necessary administrative actions to implement the provisions of the agreement.

Very truly yours,

  
Dania Torres Wong  
Personnel Director

  
SUSAN A. MAURIELLO  
County Administrative Officer

cc: Personnel (2); Auditor-Payroll (2); District Attorney; District Attorneys/Child Support Attorneys

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Santa Cruz County  
Amendment to Memorandum of Understanding  
District Attorney's Bargaining Unit

This is an amendment to the April 1991-1996 MOU and subsequent amendments in 1996 and 1997 between the County of Santa Cruz and District Attorney Association. The following provisions shall amend and replace the terms of the 1991-1996 MOU. All other articles not amended herein shall remain in full force and effect.

**1. Article 1 : Memorandum of Understanding**

The new term of the MOU shall be three years from the date the Board of Supervisors adopts the MOU. All other provisions of Article 1 shall remain in full force and effect.

**2. Article 4: Equal Employment Opportunity:**

~~Article 4: Fair Employment Practices - Affirmative Action~~ Equal Employment Opportunity

The County and the Union agree that no person employed or applying for employment shall be discriminated against because on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 40 18), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunity as provided for in Federal, and State and County requirements.

**3. Long-Term Disability:**

The County offers to increase the maximum benefit level for long-term disability from the current \$3,000 per month maximum depending upon monthly salary, to \$9,000 maximum, depending upon monthly salary , per month.

Additionally, currently vacation is a deductible benefit that must be exhausted prior to becoming eligible for LTD benefits! The County proposes to delete the requirement of exhausting vacation.

**4. Article 9 0. 1: Health Benefit:**

Beginning February, 2001, the County's contribution towards Health shall be the same as its health contribution for members of the general representation unit.

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## 5. Bereavement Leave:

Employees in this representation unit shall be granted bereavement leave with pay by his/her Appointing Authority in the case of the death of a spouse or the domestic partner of the employee as recognized by the County after submission of an Affidavit of Domestic Partnership, a parent of the employee/domestic partner or the employee's spouse/domestic partner, a step-parent of the employee or the employee's spouse/domestic partner, a grandparent of the employee, a sister or brother of the employee or the employee's spouse or domestic partner. The children, grandchildren, step-children or adopted children of the employee or of the employee's spouse/domestic partner.

Family members listed above pertaining to the employee's domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership.

Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California. The hours of bereavement leave for part-time employees shall be proportionate to the number of authorized hours of the employee's position.

## 6. Sick Leave:

### C. Permissible Uses

1. Employee. Sick leave with pay can only be used in case of a bona fide illness of the employee upon the approval of the department head.
2. Family.
  - a. In conformance with State law, employees "shall be" granted permission to use accrued sick leave to attend to the illness of a child, parent or spouse of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his/her child, parent or spouse or domestic partner. As used in this paragraph: "child" means biological, foster or adopted child, step-child, a legal ward or a child of a person standing in local parentis; "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.
  - b. The maximum sick leave, that must be granted under this provision in a calendar year is equal to the amount of sick leave the employee will accrue in a six-month period.

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3. The Director or department head may require evidence in the form of a physician's and/or the County medical director's certificate of the adequacy of the reason for an absence.

7. Retirement:

**9.3A PERS Single Highest Year - Miscellaneous Members Only**

County agrees to implement the PERS single highest year option effective on the date that all employee groups employing miscellaneous PERS members agree to implementation. Costs for this benefit, if any, shall be borne by an employee payroll deduction equal to the PERS actuarial cost. The PERS actuarial cost shall be the amount reflected in the actuarial study as the new employer rate: "change due to plan amendment and method change." Incorporated by reference is the December 18, 2000 PERS actuarial cost for this option which indicates the current cost is 0%. PERS requires the actuarial cost be calculated in the year in which the plan change occurs. Therefore, the actual cost for this change is currently undetermined.

**9.3B Implementation of IRC Section 414(h)(2) - Miscellaneous Members Only**

On or about March 17, 2001, Effective February 2002, all employees in this unit will pay the PERS employee contribution, and the County will no longer pay the employee's PERS contribution. In consideration for this change, the parties have agreed to a seven percent salary adjustment, in lieu of the County paying the PERS employee contribution.

Pursuant to IRC Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Subsection A1 a of this Article (32.1) as being "picked up" by the County and treated as employer contributions for tax purposes only for those employees who don't already have this option in this unit. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pickup option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

**9.3C Retirement Formula**

The County agrees to reopen the retirement section only of this MOU with the District Attorney/Child Support Attorney Association for the specific and sole purpose of discussing any legislative changes to improve the PERS retirement percentage formula that becomes effective during the course of this MOU only.

**9.3D No Cost PERS Retirement Options**

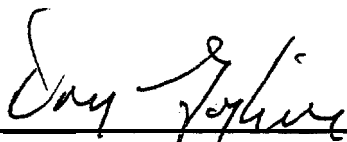
The District Attorney/Child Support Attorney Association authorizes the County to implement any PERS amendments which enhance service credits for employees that have no actuarial costs such as the Vista and Peace Corps service credits, as well as the pre-retirement optional Settlement 2 Death Benefits.

The District Attorney/Child Support Attorney Association is in agreement with this contract amendment.

10 Service History: (In conformance with Middle Management)

OPPORTUNITY FOR EMPLOYEE REVIEW. To the extent possible, under Civil Service Rules, employees should not lose their seniority credit under this article because classes have been revised, established, abolished or retitled.

All employees shall be provided an opportunity, through their employing department, to review the record of service for which they have been given seniority credit. Such records of service shall be made available to the employee ~~no later than April 15 of each year~~ upon request, but no more than once per year. Employee shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service, for revised, established, abolished or retitled classes may be appealed to the Personnel Director.



District Attorney/Child Support Attorney Association  
Authorized Representative

1-29-01

Date

County of Santa Cruz  
Authorized Representative

Date

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Supervisor  
duly seconded by Supervisor  
the following resolution is adopted:

FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE  
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

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WHEREAS, Government Code Section 22825.6 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act; and

WHEREAS, Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, the County of Santa Cruz, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members of the District Attorney/Child Support Attorney Representation Unit.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the employer's contribution for each employee in the District Attorney/Child Support Attorney Representation Unit, effective March 1, 2001, shall be the amount necessary to pay a portion of the cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of \$190.00 per month with respect to an employee enrolled for self alone, \$290.00 per month for an employee enrolled for self and one family member, and \$374.00 per month for an employee enrolled for self and two or more family members, plus Contingency Reserve Fund assessments; and

BE IT FURTHER RESOLVED AND ORDER, that the employer's contribution for each employee in the District Attorney/Child Support Attorney Representation Unit, effective January 1, 2002, shall be the amount necessary to pay a portion of the cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of \$200.00 per month with respect to an employee enrolled for self alone, \$310.00 per month for an employee enrolled for self and one family member, and \$389.00 per month for an employee enrolled for self and two or more family members, plus Contingency Reserve Fund assessments; and

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BE IT FURTHER RESOLVED AND ORDERED, that effective April 1, 2001, the employer's contribution for each annuitant shall be increased by 5 percent of the monthly contribution for employees, and continuing until such time as the contributions are equal, plus administrative fees and Contingency Reserve Fund Assessments; and

BE IT FURTHER RESOLVED AND ORDERED that the Board of Supervisors appoint and direct, and it does hereby appoint and direct Lee Ann Shenkman to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration.


PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this                      day of February, 2001, at a regular meeting by the following vote:

AYES:            SUPERVISORS  
NOES:           SUPERVISORS  
ABSENT:        SUPERVISORS

\_\_\_\_\_  
TONY CAMPOS, Chairperson of the Board

ATTEST:                      \_\_\_\_\_  
                                    Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
~~Assistant~~ County Counsel

cc:     Auditor-Payroll  
         Personnel (2)  
         District Attorneys' Representation Unit  
         Public Employees Retirement System  
         Health Benefit Services Division  
         Post Office Box 942714  
         Sacramento, CA 94229 - 2714

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