



Alameda County Employees' Retirement Association
BOARD OF RETIREMENT

NOTICE and AGENDA

ACERA MISSION:

To provide ACERA members and employers with flexible, cost-effective, participant-oriented benefits through prudent investment management and superior member services.

**Thursday, February 20, 2025
2:00 p.m.**

LOCATION AND TELECONFERENCE	BOARD OF RETIREMENT TRUSTEES	
ACERA C.G. "BUD" QUIST BOARD ROOM 475 14 TH STREET, 10 TH FLOOR OAKLAND, CALIFORNIA 94612-1900 MAIN LINE: 510.628.3000 FAX: 510.268.9574	KELLIE SIMON CHAIR	ELECTED GENERAL
The public can observe the meeting and offer public comment by using the below Webinar ID and Passcode after clicking on the below link or calling the below call-in number.	TARRELL GAMBLE FIRST VICE-CHAIR	APPOINTED
Link: https://zoom.us/join Call-In: 1 (669) 900-6833 US Webinar ID: 879 6337 8479 Passcode: 699406 For help joining a Zoom meeting, see: https://support.zoom.us/hc/en-us/articles/201362193	ELIZABETH ROGERS SECOND VICE-CHAIR	ELECTED RETIRED
	OPHELIA BASGAL	APPOINTED
	KEITH CARSON	APPOINTED
	ROSS CLIPPINGER	ELECTED SAFETY
	HENRY LEVY	TREASURER
	STEVEN WILKINSON	APPOINTED
	GEORGE WOOD	ELECTED GENERAL
	CYNTHIA BARON	ALTERNATE RETIRED¹
	KEVIN BRYANT	ALTERNATE SAFETY²

¹ The Alternate Retired Member votes in the absence of the Elected Retired Member, or, if the Elected Retired Member is present, then votes if both Elected General Members, or the Safety Member and an Elected General Member, are absent.

² The Alternate Safety Member votes in the absence of the Elected Safety Member, either of the two Elected General Members, or both the Retired and Alternate Retired Members.

Note regarding accommodations: If you require a reasonable modification or accommodation for a disability, please contact ACERA between 9:00 a.m. and 5:00 p.m. at least 72 hours before the meeting at accommodation@acera.org or at 510-628-3000.

Public comments are limited to four (4) minutes per person in total. The order of items on the agenda is subject to change without notice.

Board and Committee agendas and minutes and all documents distributed to the Board or a Committee in connection with a public meeting (unless exempt from disclosure) are posted online at www.acera.org and also may be inspected at 475 14th Street, 10th Floor, Oakland, CA 94612-1900.

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CONSENT CALENDAR:

The Board will adopt the entire Consent Calendar by a single motion, unless one or more Board members remove one or more items from the Consent Calendar for separate discussion(s) and possible separate motion(s).

A. REPORT ON SERVICE RETIREMENTS:

Appendix A

B. LIST OF DEFERRED RETIREMENTS:

Appendix B

C. LIST OF DECEASED MEMBERS:

Appendix C

D. APPROVE REQUEST(S) FOR UP TO 130 BI-WEEKLY PAYMENTS TO RE-DEPOSIT CONTRIBUTIONS AND GAIN CREDIT:

None

E. APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON DISABILITY RETIREMENTS AND DEATH BENEFITS:

Appendix E

F. APPROVE UNCONTESTED HEARING OFFICER RECOMMENDATIONS FOR DISABILITY RETIREMENTS AND DEATH BENEFITS:

None

G. APPROVE MINUTES of BOARD and COMMITTEE MEETINGS:

January 16, 2025 Minutes of the Regular Board Meeting

February 5, Retirees Committee Minutes

February 5, Investment Committee Minutes

H. MISCELLANEOUS:

- *Operating Expenses as of 12/31/24*
- *Un-Audited Financial Statements as of 12/31/24*
- *Actual Cash Report as of 12/31/24*
- *Board Member Conference Expense Report for 4th Qtr. 2024*
- *Senior Manager Conference and Training Expense Report for 4th Qtr. 2024*
- *Approve Staff Recommendation regarding the County of Alameda's Pay Item/Code: Grade 2 (D2) Certificate-CDPH – 40F*
- *Approve Staff Recommendation regarding the County of Alameda's New Pay Item/Code: Supervising Eligibility Technician 4-6 Hour Shift – 833*
- *Approve Staff Recommendation regarding the County of Alameda's New Pay Item/Code: Child Welfare Supervisor 8 Hour Shift – 834*

-----End of Consent Calendar-----

(MOTION)

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

5. DISABILITY, DEATH AND OTHER BENEFIT CLAIMS:

The following items will be addressed in Open Session, but the Board may go into Closed Session to receive advice from counsel, per Gov't Code § 54956.9(d)(2):

- A. Carol Maureen Ennor's Service-Connected Death Benefit Claim (Deceased Member Oscar Rocha): Consideration of Hearing Officer's Proposed Findings of Fact and Recommended Decision, per Gov't Code § 31534.
- B. Jennifer Estolas' Service-Connected Death Benefit Claim (Deceased Member Lemuel Estolas): Consideration of Hearing Officer's Proposed Findings of Fact and Recommended Decision, per Gov't Code § 31534.

6. COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS:

A. Retirees: [See February 5, 2025 Retirees Committee Agenda Packet for public materials related to the below listed items.]

- 1. Summary of February 5, 2025 Meeting.
- 2. Moton to adopt the Supplemental Cost of Living Adjustment increase for Tier I members who retired on or before April 1, 1981, and Tier 2 members who retired on or before April 1, 2007, effective with the April 1, 2025 monthly retirement allowance. This annual supplemental benefit is non-vested and is funded by the Supplemental Retiree Benefit Reserve.

B. Investment: [See February 5, 2025 Investment Committee Agenda Packet for public materials related to the below listed items.]

- 1. Summary of February 5, 2025 Meeting.
- 2. Moton to adopt the Updated *Private Equity Policy*.

C. Audit: [See February 20, 2025 Audit Committee Agenda Packet for public materials related to the below listed items.]

- 1. Summary of February 20, 2025 Meeting.
- 2. Motion to approve the external audit scope of work and timeline of services for the Financial Statements ended December 31, 2024, to be performed by Williams, Adley & Company-CA, LLP.

- 7. NEW BUSINESS:**
 - A. Discussion and Possible Motion regarding Committee and Board Meeting Schedule.
 - B. Presentation of ACERA's 2025 Business Plan.
 - C. Chief Executive Officer's Report.
- 8. CONFERENCE/ORAL REPORTS**
- 9. ANNOUNCEMENTS**
- 10. BOARD INPUT**
- 11. ESTABLISHMENT OF NEXT MEETING:**
Thursday, March 20, 2025 at 2:00 p.m.
- 12. CLOSED SESSION:**
 - A. See Item 5A and 5B above.
- 13. REPORT ON ACTION TAKEN IN CLOSED SESSION**
- 14. ADJOURNMENT**

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

ALDER, D'Anna
Effective: 12/3/2024
Child Support Services

HERNANDEZ, Irma
Effective: 11/1/2024
District Attorney

BACK, Earl
Effective: 11/4/2024
Sheriff's Office

HOVDA, Jeffery
Effective: 10/15/2024
Sheriff's Office

BOLLES, Jaime
Effective: 11/15/2024
Sheriff's Office

JUNIOR, Arleen
Effective: 11/1/2024
Superior Court

CUNNINGHAM, Nancy
Effective: 12/7/2024
Superior Court

KLASSEN, Ralph
Effective: 11/22/2024
Information Technology Department

EASON, Gana
Effective: 11/16/2024
Social Services Agency

LAMICA, Suzanne
Effective: 11/1/2024
ACERA

EBALANG, Merla
Effective: 12/7/2024
Alameda County Health

LEE, Maggie
Effective: 10/26/2024
Information Technology Department

FRANCO, Rodolfo
Effective: 10/23/2024
Sheriff's Office

MITCHELL, Danielle
Effective: 11/9/2024
Sheriff's Office

GARCIA KENNEDY, Cheryl
Effective: 11/16/2024
Alameda County Health

NOMURA, Ann
Effective: 10/17/2024
Alameda Health System

GOODLOE, Shirley
Effective: 12/7/2024
Sheriff's Office

OKRONGLIS, Carol
Effective: 12/7/2024
Superior Court

GREEN, Karen
Effective: 12/7/2024
Social Services Agency

OROZCO, Elizabeth
Effective: 11/23/2024
Superior Court

HADLEY, Randy
Effective: 12/7/2024
Probation

RADIGUE, Vicky
Effective: 12/7/2024
Social Services Agency

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

RAY, Ronald
Effective: 12/7/2024
Zone 7 Water Agency

SMERNES, Despina
Effective: 12/7/2024
Social Services Agency

REYNOLDS, Patricia
Effective: 11/9/2024
Alameda Health System

STONEBERGER, James
Effective: 9/13/2024
Sheriff's Office

SCHMIDT, Nathan
Effective: 10/16/2024
Sheriff's Office

TO, Betty
Effective: 10/26/2024
Alameda County Health

SELF III, Fred
Effective: 10/26/2024
Social Services Agency

TUCKER, Jack
Effective: 11/9/2024
Sheriff's Office

SINGH, Jatinder
Effective: 11/23/2024
General Services Agency

WILSON, Shelley
Effective: 11/23/2024
Child Support Services

YEARGIN, Frank
Effective: 10/13/2024
Probation

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

AALIMI, Idrees
Alameda County Health
Effective Date: 11/18/2024

ALLEN JR., Darrel
Behavioral Health Care Services
Effective: 11/15/2024

ABBOTT, Kerry M.
Alameda County Health
Effective: 10/4/2024

ALVAREZ, Margarita
Social Services Agency
Effective: 8/2/2024

ABRAHAM, Paige M.
Sheriff's Office
Effective: 10/16/2024

AUGUSTA JR., David C.
Social Services Agency
Effective: 9/10/2024

AFANEH, Wfah
Superior Court
Effective: 11/8/2024

AVISA, Patricia N.
Alameda Health System
Effective: 12/19/2024

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

AWOSANYA, Kuburat A.
Alameda Health System
Effective: 12/9/2024

CHU, Ronnie
Assessor
Effective: 10/29/2024

BADGER, Renae J.
Alameda Health System
Effective: 12/9/2024

CISNEROS JR., Oscar O.
General Services Agency
Effective: 10/23/2024

BASOCO-VILLARREAL, Anissa N.
Social Services Agency
Effective: 11/1/2024

CRUISE CHECHAKLI, David
Superior Court
Effective: 11/22/2024

BERHANE, Nebiat G.
Social Services Agency
Effective: 12/6/2024

DER KIUREGHIAN, Naira A.
Public Defender
Effective: 9/13/2024

BLANCHARD, Michael, H.
Alameda Health System
Effective: 6/8/2024

DURST, Sasha S.
Assessor
Effective: 11/8/2024

BURNETT, Aisha L.
Treasurer-Tax Collector
Effective: 12/6/2024

ELLIS DOWNS, Torrienne
Superior Court
Effective: 12/27/2024

CASTANEDA, Jhalisa A.
Superior Court
Effective: 12/10/2024

ESCOBAR, Griselda H.
Child Support Services
Effective: 10/17/2024

CASTRO AGUILAR, Viridiana
Alameda Health System
Effective: 12/2/2024

ESPARZA, Aracelia G.
General Services Agency
Effective: 10/25/2024

CHEUNG, Alice C.
Alameda Health System
Effective: 12/9/2024

FAAFIU, Saphira F.
Social Services Agency
Effective: 10/9/2024

CHOLEWIAK, Sara M.
Social Services Agency
Effective: 11/11/2024

GOMEZ, Seth R.
Alameda Health System
Effective: 10/9/2024

CHOWDHURY, Mifta
First 5 Alameda County
Effective: 12/13/2024

GONZALEZ RODRIGUEZ, Jocelyn
Sheriff's Office
Effective: 12/9/2024

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

GRAY, Kailie L.
County Counsel
Effective: 12/23/2024

JARBOUAI, Cari A
Behavioral Health Care Services
Effective: 11/8/2024

HEANG, Varthana
Human Resource Services
Effective: 10/25/2024

JOHNSON, Jonathan D.
Behavioral Health Care Services
Effective: 10/15/2024

HEIFETZ, Samara D.
Behavioral Health Care Services
Effective: 11/15/2024

JONES, Lakeisha E.
Public Works Agency
Effective: 8/23/2024

HERRERA QUIANE, Mitchel
Social Services Agency
Effective Date: 12/17/2024

KAUSHAL, Paul V.
Public Works Agency
Effective: 12/13/2024

HINOJOSA TORRES, Claudia M.
District Attorney
Effective: 12/17/2024

KAZIMIERSKI, Emilian G.
Sheriff's Office
Effective: 10/22/2024

HOANG, Anny Z.
Auditor-Controller
Effective: 12/17/2024

KIM, Christina E
Community Development Agency
Effective: 10/25/2024

HUNDLEY, Brittany D.
Alameda Health System
Effective: 12/26/2024

LAROSA, Stephanie N.
Alameda Health System
Effective: 8/17/2024

HUNT, Kiani L.
Alameda Health System
Effective: 6/23/2024

LIU, Yan
Assessor
Effective: 10/25/2024

HUSBAND, Eddie J.
Alameda Health System
Effective: 11/1/2024

LUKE, Michelle
Superior Court
Effective: 10/1/2024

INIGUEZ REYES, Cameron J.
Probation
Effective: 10/23/2024

LUSTIG, Sonya
Alameda Health System
Effective: 12/8/2024

LYNCH, Samantha S.
Alameda Health System
Effective: 8/25/2024

**APPENDIX C
LIST OF DECEASED MEMBERS**

BRISENO, Jo Anne
Social Services Agency
11/20/2024

DESMUKE-WRIGHT, Carrie
Social Services Agency
1/8/2025

CALBERT, James W.
Sheriff's Office
12/13/2024

FALLIS, Helen C.
Alameda Health System
12/31/2024

CAMIN, Howard
Non-Member Survivor of Beverly Camin
12/27/2024

FOSTER, Leslie
Non-Member Survivor of Robert Foster
1/1/2025

CASSON, Denise L.
Sheriff's Office
11/18/2024

FREEMAN, Charles
Non-Member Survivor of Betty Freeman
12/23/2024

CONVENTO, Fortunata
Sheriff's Office and Non-Member Survivor
of Abelardo Convento
12/22/2024

HADNOT, Norma
Alameda Health System
12/20/2024

COYLE, Dorothy
Non-Member Survivor of William J. Coyle
12/27/2024

HAMLETT, Dennis
Superior Court
1/10/2025

CUNNINGHAM, Diana G.
Alameda County Health
12/10/2024

HERUP, William
Probation
12/25/2024

DE SOUSA, Gina
Probation
12/26/2024

HOWARD, Alicia M.
Superior Court
1/15/2025

DEAN, James O.
Alameda Health System
11/28/2024

JENNER, Mina
Non-Member Survivor of James Jenner
1/12/2025

DEMING, Kathryn
Non-Member Survivor of Richard Deming
10/14/2023

KAGEYAMA, Naomi
Superior Court
12/20/2024

KRETZ, Linda L.
Social Services Agency
1/5/2025

**APPENDIX C
LIST OF DECEASED MEMBERS**

LEE, James F.
Alameda County Health and Non-Member
Survivor of Jessica Lee
1/15/2025

LEGRO, John
Sheriff's Office
1/9/2025

LIMON, Alicia E.
Alameda County Health
1/11/2025

LOPES, Marie F.
Social Services Agency
1/9/2025

MAGHONEY, Jack A.
Public Health
12/30/2024

MEYER, Lyn A.
Social Services Agency
12/11/2024

MITCHELL, Mary D.
Social Services Agency
12/25/2024

MOSMILLER, Thomas E.
Alameda County Health
1/20/2025

NEAL, Leona B.
Alameda Health System
12/21/2024

PEDERSEN, Egon A.
Non-Member Survivor of Inger Pedersen
1/15/2025

QUEZADA, Henry
Public Works Agency
12/20/2024

RODRIGUEZ, Helen J.
Alameda Health System
1/13/2025

SCOTT, Harry A.
Public Health
1/9/2025

SHEA, Emily A.
ACERA
1/31/2025

SMITH, Clara
Alameda Health System
11/25/2024

SPEDOWFSKI, Jewell C.
Public Defender
12/30/2024

STRELO, La Verne
Non-Member Survivor of Harry Strelo
1/2/2025

WATKINS, Thomas K.
Alameda Health System
1/3/2025

WILLIAMS, Jacqueline A.
Superior Court
1/20/2025

APPENDIX F
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS

Name: **Bump, Tyler**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Mr. Bump’s application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.

Based on the Medical Advisor’s finding regarding Mr. Bump’s ability to ascertain the permanency of his incapacity on or before the date following the day for which he last received regular compensation, to deny Mr. Bump’s request for an earlier effective date.

Name: **Burks, Darin**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Mr. Burks’ application for a service-connected disability, and requiring annual medical examinations and questionnaires at this time.

Name: **Castillo, Benjamin**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Mr. Castillo’s application for a service-connected disability, and waiving annual medical examinations and questionnaires.

APPENDIX F
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS

Name: **Gonzales, Ricardo**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Mr. Gonzales’ application for a service-connected disability, and waiving annual medical examinations and questionnaires.

Based on the Medical Advisor’s finding regarding Mr. Gonzales’ inability to ascertain the permanency of his incapacity until after the date following the day for which he last received regular compensation, to grant Mr. Gonzales’ request for an earlier effective date.

Name: **Goodall, Lonnell**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Mr. Goodall’s application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.

Name: **McRae, Bernadette**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, denying Ms. McRae’s application for a service-connected disability, granting a non-service disability and waiving annual medical examinations and questionnaires.

Based on the Medical Advisor’s finding regarding Ms. McRae’s ability to ascertain the permanency of her incapacity on or before the date following the day for which she last received regular compensation, to deny Ms. McRae’s request for an earlier effective date.

**APPENDIX F
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS**

Name: Washington, Tonique
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Ms. Washington’s application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.



**ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
BOARD OF RETIREMENT
MINUTES**

Thursday, January 16, 2025

First Vice-Chair Kellie Simon called the meeting to order at 2:09 p.m.

Trustees Present: Ophelia Basgal (*Arrived After Roll Call*)
Keith Carson
Ross Clippinger
Tarrell Gamble
Henry Levy
Elizabeth Rogers
Kellie Simon
Steven Wilkinson
George Wood
Cynthia Baron (*Alternate*)

Trustees Excused: Kevin Bryant (*Alternate*)

Staff Present: Angela Bradford, Executive Secretary
Sandra Dueñas-Cuevas, Benefits Manager
Erica Haywood, Fiscal Services Officer
Jessica Huffman, Benefits Manager
Harsh Jadhav, Chief of Internal Audit
Vijay Jagar, Retirement Chief Technology Officer, ACERA
Lisa Johnson, Assistant Chief Executive Officer-Operations
David Nelsen, Chief Executive Officer
Jeff Rieger, Chief Counsel
Betty Tse, Chief Investment Officer

Staff Excused: Victoria Arruda, Human Resource Officer
Carlos Barrios, Assistant Chief Executive Officer-Benefits

PUBLIC INPUT

None.

Kellie Simon opened the meeting by calling for nominations regarding the election of the Board Chair for 2025. Chief Counsel Jeff Rieger gave a brief explanation regarding ACERA's Board Officers Election Process.

25-01

Elizabeth Rogers and Tarrell Gamble nominated Kellie Blumin Simon to serve as the 2025 Board Chair. There were no further nominations.

Kellie Blumin Simon was elected as Chair of the Board of Retirement by a vote of 8 yes (Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood), 0 no, and 0 abstentions. Trustee Ophelia Basgal was not present for the motion.

Newly elected Board Chair Kellie Simon called for nominations regarding the election of the Board First-Vice-Chair for 2025.

25-02

Elizabeth Rogers nominated Tarrell Gamble to serve as the 2025 Board First-Vice Chair. There were no further nominations.

Tarrell Gamble was elected as First Vice-Chair of the Board of Retirement by a vote of 8 yes (Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood), 0 no, and 0 abstentions. Trustee Ophelia Basgal was not present for the motion.

Kellie Simon called for nominations regarding the election of the Board Second-Vice-Chair for 2025.

25-03

George Wood nominated Elizabeth Rogers to serve as the 2025 Board Second-Vice Chair. There were no further nominations.

Elizabeth Rogers was elected as Second Vice-Chair of the Board of Retirement by a vote of 8 yes (Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood), 0 no, and 0 abstentions. Trustee Ophelia Basgal was not present for the motion.

The Board and Staff congratulated the newly elected Board Officers.

**CONSENT CALENDAR
REPORTS AND ACTION ITEMS**

REPORT ON SERVICE RETIREMENTS

Appendix A

LIST OF DEFERRED RETIREMENTS

Appendix B

LIST OF DECEASED MEMBERS

Appendix C

**APPROVE REQUEST(S) FOR UP TO 130 BI-WEEKLY PAYMENTS TO
RE-DEPOSIT CONTRIBUTIONS AND GAIN CREDIT**

Appendix D

**APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS**

Appendix E

**APPROVE UNCONTESTED HEARING OFFICER RECOMMENDATIONS FOR
DISABILITY RETIREMENTS AND DEATH BENEFITS**

None

APPROVE MINUTES of BOARD and COMMITTEE MEETINGS

December 19, 2024 Minutes of the Regular Board Meeting

December 19, 2024 Retirees Committee Minutes

January 8, 2025 Investment Committee Minutes

MISCELLANEOUS

- *Operating Expenses as of 11/30/24*
- *Approve Staff Recommendation regarding New Pay Item/Code from AHS: Missed Meal Penalty – 421*
- *Approve Staff Recommendation regarding New Pay Item/Code from AHS: Missed Break Penalty – 422*
- *Approve Staff Recommendation regarding Amendment to Pay Item/Code from County: Lead & Training Responsibility SCADA System – 40Y*

25-04

It was moved by Tarrell Gamble and seconded by George Wood that the Board adopt the Consent Calendar. The motion carried 8 yes (Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood), 0 no, and 0 abstentions. Trustee Ophelia Basgal was not present for the motion.

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

DISABILITY, DEATH AND OTHER BENEFIT CLAIMS

The Board adjourned into Closed Session to address this item, pursuant to Gov't Code § 54957(b):

Service-Connected Disability Retirement Application of Eric Williams, Deputy Probation Officer III, Alameda County Probation Department: Consideration of Hearing Officer's Proposed Findings of Fact and Recommended Decision, per Gov't Code § 31534.

The Board reconvened into Open Session and the following Trustees returned:
Baron, Basgal, Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson and Wood

Mr. Rieger reported that the Board took the following action in Closed Session regarding the Eric Williams matter:

25-05

The Board voted to adopt the Hearing Officer's *Proposed Findings of Fact and Recommended Decision* to deny Mr. Eric Williams' application for a Service-Connected disability; but to grant Mr. Williams' application for a Non-Service-Connected disability. The motion carried 9 yes (*Basgal, Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood*), 0 no, and 0 abstentions.

It was noted that ACERA's Outside Counsel Ashley Dunning of Nossaman was present during Closed Session.

COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS

This month's Committee reports were presented in the following order:

Investment:

George Wood reported that the Investment Committee met on January 8, 2025 and that there were no action items. The Committee was presented with and discussed the following Information Items: **1)** Review of Private Equity Policy; **2)** Annual Update for 2024 – ESG; **3)** Proposed Investment Committee Meeting WorkPlan for 2025; and **4)** CA Gov. Code § 7514.7 Information Report Update.

Minutes of the meeting were approved as part of the Consent Calendar.

NEW BUSINESS:

Discussion and Possible Motion to Revise the Error Correction Policy Per the Redline in the Agenda Backup

Mr. Rieger referred to his January 16, 2025 memo and explained Staff’s proposed revisions to the *Error Correction Policy*. Mr. Rieger stated that the reason Staff is bringing a revised *Error Correction Policy* to the Board early is due to new legislation that impacts how ACERA deals with the correction of errors when disallowed compensation is reported to ACERA (and all 20 retirement systems). Mr. Rieger reported that after distribution of Staff’s initial proposed revisions, an issue arose regarding how interest is compounded when retirees/beneficiaries are required to pay back contributions through a repayment plan. The *Policy* currently reads: “Staff determines interest by using ACERA’s assumed annual effective rate of return compounded monthly...”. Mr. Rieger suggested that the *Policy* be amended where appropriate to read: “...interest is to be compounded based on the payment frequency...”, which is Staff’s current practice. Messrs. Rieger and Nelsen responded to Trustees questions.

25-06

It was moved by Tarrell Gamble and seconded by George Wood that the Board adopt the proposed revisions to the *Error Correction Policy*, as recommended by Staff, including the above-referenced amendment on how interest is to be compounded regarding retirees/beneficiaries’ repayment plans. The motion carried 9 yes (*Basgal, Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood*), 0 no, and 0 abstentions.

Proposed 2025 Operations Committee Work Plan

Assistant Chief Executive Officer of Operations Lisa Johnson provided a brief overview of the 2025 Operations Committee Work Plan and announced the following proposed dates of the Operations Committee meetings for 2025: **1)** Wednesday, March 5th; **2)** Wednesday, June 18; and **3)** Thursday, November 20th (Budget Approval). It was noted that all the Operations Committee’s routine items will be presented at the Board meetings.

Motion to Approve the 2024 Discharge Request of Benefits Overpayments

Fiscal Services Officer Erica Haywood reported that for the 2024 Financial Reporting Period, ACERA had a total net uncollectable amount of \$29,969.45 in benefits overpayments for 32 accounts. After a brief explanation of how overpayments could occur, Ms. Haywood requested the Board’s approval to discharge the \$29,969.45, in accordance with the *Discharge of Benefits Overpayments Receivables Policy*. Mr. Nelsen reported that Staff has been able to recover overpayments most of the time. Trustee Ophelia Basgal requested that Staff track and report to the Board where Staff recovered the overpayment from (*e.g.*, beneficiary, bank, etc.). Mr. Rieger reported that Staff recovered a large overpayment recently and that Staff (Internal Audit) also conducts an Alive and Well Check, wherein Staff mails letters to its retired members who are 85 years old and over to determine if they are still living.

25-07

It was moved by Ross Clippinger and seconded by George Wood that the Board approve the 2024 discharge request of 32 benefit overpayments in the amount of \$29,969.45. The motion carried 9 yes (*Basgal, Carson, Clippinger, Gamble, Levy, Rogers, Simon, Wilkinson, Wood*), 0 no, and 0 abstentions.

Chief Executive Officer's Report

Mr. Nelsen presented his January 16, 2025 written CEO Report which provided an update on: *1) Committee and Board Action Items; 2) Other Items: a) Business Planning; b) Legislation; c) Status of the 1099-R Process; d) Budget; and 3) Key Performance Indicators.*

Mr. Nelsen reported that Staff is working on its 2025 Business Plan Initiatives which will be presented to the Board.

Mr. Nelsen reported that in his role and capacity as the President of the California Association of Public Retirement Systems (CALAPRS), he contacted the other Retirement Systems to let them know their organization is available to help those who were affected by the Los Angeles Wildfires in any way that they can. Mr. Nelsen reported that the Retirement Systems used zip codes to determine if retirees who receive paper checks were still receiving them in the wake of the Los Angeles Wildfires. To ensure ACERA members were receiving their paper warrants, checks and/or 1099-R, Staff also used the zip code method and for those who did not receive their paper warrant, check and/or 1099-R, Staff provided alternative delivery methods for those members.

CONFERENCE/ORAL REPORTS

None.

ANNOUNCEMENTS

Ms. Johnson announced that there were some technical issues regarding the Actuarial Committee meetings that were canceled from the Master Calendar and that some of those meetings may not have been canceled/removed from the Trustees' calendars. Ms. Johnson announced that there is no Actuarial Committee meeting scheduled for Thursday, February 20, 2025 and asked that the Trustees manually delete/remove that meeting, and all other Actuarial Committee meetings, from their calendars except for the following: *1) Thursday, April 17th; 2) Thursday, May 22nd; and 3) Wednesday, June 18th.*

Trustee Simon announced that Trustee Basgal will continue compensation negotiation discussion with Mr. Nelsen regarding the Public Employee Evaluation (Chief Executive Officer) Process.

BOARD INPUT

Due to *Brown Act* restrictions regarding Trustees attendance at certain conferences, Trustee Henry Levy would like to review and evaluate ACERA's process to decide which (and how many) Trustees can attend the Milken Global Conference, and other conferences that limit Trustees' attendance, going forward. This item will be brought back to the next Board meeting, along with the *Board Travel Policy* and/or the *Board Education Policy* for the Board's consideration.

Mr. Rieger announced that there will probably only be two Governance Committee meetings this year and that he will work with the Governance Committee Chair to schedule the meetings.

CLOSED SESSION

(See Motion No. **25-05** Above).

To view the January 16, 2025 Board meeting in its entirety, click on the link below:
<https://youtu.be/z24g5y9Kjkk>.

ADJOURNMENT

The meeting was adjourned at approximately 3:33 p.m.

Respectfully Submitted,



David Nelsen
Chief Executive Officer

02/20/25

Date Adopted

APPENDIX A
REPORT ON SERVICE RETIREMENTS

ADAMS, Lisette
Effective: 10/12/2024
Sheriff's Office

GARCIA, Ana
Effective: 10/1/2024
Alameda Health System

AUSTIN, Allison
Effective: 10/22/2024
Alameda Health System

GOGNA, Anthony C.
Effective: 10/15/2024
Sheriff's Office

BAUTISTA, Rolando
Effective: 10/1/2024
Alameda Health System

GOLDE, Matthew R.
Effective: 10/26/2024
District Attorney

BERNART, Kathy
Effective: 11/18/2024
Superior Court

GONZALGO, Neil L.
Effective: 10/26/2024
Sheriff's Office

BINDER, Kevin
Effective: 10/12/2024
Alameda Health System

HENNESSEY, Mary
Effective: 10/12/2024
Social Services Agency

BOYINGTON, Brian S.
Effective: 10/13/2024
Sheriff's Office

HINES, Zendolyn
Effective: 10/12/2024
Social Services Agency

BROWN, Donna
Effective: 10/26/2024
County Administrator's Office

KIM, Young
Effective: 10/2/2024
Alameda Health System

CHANG, Priscilla
Effective: 10/26/2024
Alameda County Health

MC GROARTY, Mirian
Effective: 10/1/2024
Alameda Health System

DANIELS, Leonard
Effective: 10/12/2024
Alameda Health System

MENNUTI, Michael
Effective: 10/3/2024
General Services Agency

DEBBS, Louis
Effective: 10/12/2024
Alameda Health System

NIETO, Michael
Effective: 10/29/2024
District Attorney

ELIAS, Youseef
Effective: 10/12/2024
Public Defender

PERRY, Mark A.
Effective: 9/28/2024
Sheriff's Office

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

PLUNKETT, Steven
Effective: 10/12/2024
Alameda County Health

TAYLOR, Alisa
Effective: 10/12/2024
Superior Court

RYAN, Melissa
Effective: 10/12/2024
Social Services Agency

THOMAS, Tojo
Effective: 10/12/2024
Probation

SAVANT, Dominic A.
Effective: 11/1/2024
Alameda Health System

TORRES CURTIS, Gloria E.
Effective: 11/9/2024
Child Support Services

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

JOHNS, Jim
Alameda Health System
Effective Date: 10/7/2024

PENA-GAVINO, Salvador
General Services Agency
Effective: 9/27/2024

LOY, Nicholas
General Services Agency
Effective: 9/13/2024

PIEDADE, Chastity
Alameda County Health
Effective: 10/10/2024

MACLAREN, Hanan
Alameda Health System
Effective: 10/9/2024

PROUTY, Jenny
Alameda Health System
Effective: 9/30/2024

MATA, Carmen
Alameda Health System
Effective: 9/20/2024

SILVIA, Michele
Superior Court
Effective: 10/11/2024

MCCLENDON, Christina
Social Services Agency
Effective: 10/9/2024

THIRUMALAI, Ramanujan
Human Resource Services
Effective: 10/11/2024

MERRIWEATHER, Santana
Social Services Agency
Effective: 9/3/2024

VIKHLIANTSEVA, Natalia
Alameda Health System
Effective: 10/16/2024

APPENDIX C
LIST OF DECEASED MEMBERS

ADAMS, John H.
District Attorney
12/12/2024

LATIFI, Farhad
Social Services Agency
12/2/2024

ALLEN, Jackie W.
Public Works Agency
11/28/2024

LITTLE, Douglas R.
Public Works Agency
12/7/2024

ALVAREZ, Madelyn
Non-Member DRO Recipient of
Rafael Alvarez
12/8/2024

LOZANO, Louis
Sheriff's Office
11/26/2024

BAILLIE, Nancy
Survivor of Alvin Baillie
12/11/2024

MARUYAMA, Alice
Survivor of Michael Maruyama
12/10/2024

BRAY, Sallie M.
Superior Court
11/11/2024

RHONE, Alice
Alameda County Health
12/14/2024

CAMPBELL, Etoile S.
Social Services Agency
12/10/2024

RICHARD, Dorothy
Alameda Health System
12/11/2024

COMPTON, Russell
Survivor of Sara Compton
12/4/2024

SANCHEZ, Larry
Social Services Agency
12/3/2024

EVANS, Roy
Survivor of Doris Evans
11/25/2024

SMITH, Richard
Auditor-Controller
12/8/2024

GARCIA, Debra L.
Social Services Agency
12/3/2024

STANCIL, Doris L.
Social Services Agency
2/27/2023

HADNOT, Norma J.
Alameda Health System
12/20/2024

STOCKBRIDGE, Kenneth
Sheriff's Office
11/28/2024

HOLLOWAY, Betty J.
Alameda County Health
11/30/2024

TATEO, Sonja M.
Probation
12/8/2024

**APPENDIX C
LIST OF DECEASED MEMBERS**

TAYLOR, Barbara A.
Sheriff's Office
12/3/2024

WITHERSPOON, Linda
Alameda Health System
12/14/2024

WITTKOPP, Elfriede
Sheriff's Office
7/20/2024

**APPENDIX D
REQUEST FOR 130 BI-WEEKLY PAYMENTS
TO RE-DEPOSIT CONTRIBUTIONS AND GAIN CREDIT**

BARBERINI, Julie
Government Code § 31641.5 Part Time & Days Prior

**APPENDIX E
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS**

Name: Guardia, Bryan
Type of Claim: Service-Connected

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report, including but not limited to, granting Mr. Guardia's application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.

Name: Hesselein, Derrick
Type of Claim: Service-Connected

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report, including but not limited to, denying Mr. Hesselein's application for a service-connected disability.

APPENDIX E
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS

Name: Hopkins, Darian
Type of Claim: Service-Connected

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report, including but not limited to, granting Mr. Hopkins' application for a service-connected disability, and waiving annual medical examinations and questionnaires.

Name: Hughes, Tonya
Type of Claim: Service-Connected

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report, including but not limited to, granting Ms. Hughes' application for a service-connected disability, and waiving annual medical examinations and questionnaires.

Name: McMann, Chris
Type of Claim: Service-Connected

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report, including but not limited to, granting Mr. McMann's application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.

Based on the Medical Advisor's finding regarding Mr. McMann's ability to ascertain the permanency of his incapacity on or before the date following the day for which he last received regular compensation, to deny Mr. McMann's request for an earlier effective date.

APPENDIX E
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS

Name: **Martinez, Kenneth**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, denying Mr. Martinez’s application for a service-connected disability, granting him a non-service-connected disability and waiving annual medical examinations and questionnaires.

Name: **Newsome, Tristan**
Type of Claim: Service-Connected

The Board granted Mr. Newsome a service-connected disability on July 18, 2024, but postponed its decision regarding his request for an earlier effective date.

Staff’s Recommendations:

Based on the Medical Advisor’s finding regarding Mr. Newsome’s ability to ascertain the permanency of his incapacity on or before the date following the day for which he last received regular compensation, to deny Mr. Newsome’s request for an earlier effective date.

Name: **Sullivan, Stephanie**
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Ms. Sullivan’s application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.

APPENDIX E
APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON
DISABILITY RETIREMENTS AND DEATH BENEFITS

Name: (McKinsey) Swafford, Paula
Type of Claim: Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Ms. Swafford’s application for a service-connected disability, and waiving annual medical examinations and questionnaires at this time.

Based on Ms. Swafford’s ability to ascertain the permanency of her incapacity on or before the date following the day for which she last received regular compensation, to deny Ms. Swafford’s request for an earlier effective date.

Name: Thompson, Gail
Type of Claim: Non-Service-Connected

Staff’s Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor’s report, including but not limited to, granting Ms. Thompson’s application for a non-service-connected disability, and waiving annual medical examinations and questionnaires.

Based on the Medical Advisor’s finding regarding Ms. Thompson’s inability to ascertain the permanency of her incapacity until after the date following the day for which she last received regular compensation, to grant Ms. Thompson’s request for an earlier effective date.



MINUTES OF FEBRUARY 5, 2025 RETIREES COMMITTEE MEETING

To: Members of the Retirees Committee

From: Elizabeth Rogers, Chair

Subject: Summary of the February 5, 2025 Retirees Committee Meeting

Committee Chair Elizabeth Rogers called the February 5, 2025 Committee meeting to order at 9:34 a.m.

ACERA TRUSTEES, SENIOR MANAGERS AND PRESENTING STAFF IN ATTENDANCE

Committee members present were Elizabeth Rogers and Keith Carson. Also present were Ross Clippinger, Kellie Simon, and alternate members Cynthia Baron and Kevin Bryant. Committee members Steven Wilkinson and George Wood joined the meeting after roll call.

Staff present were Carlos Barrios, Assistant Chief Executive Officer; Sandra Dueñas-Cuevas, Benefits Manager; Mike Fara, Communications Manager; Jessica Huffman, Benefits Manager; Harsh Jadhav, Chief of Internal Audit; Vijay Jagar, Chief Technology Officer; Lisa Johnson, Assistant Chief Executive Officer; David Nelsen, Chief Executive Officer; and Jeff Rieger, Chief Counsel.

PUBLIC INPUT

Alicia Baptista, President of the Retired Employees of Alameda County, Inc. (REAC) invited the Trustees and Staff to attend the REAC Spring Luncheon, which will be held on Monday, March 17, 2025.

INFORMATION ITEMS

Chair Rogers moved the following information item to the top of the agenda at the request of Staff to provide for more complete background before considering the action item:

1. Annual Cost of Living Adjustment (COLA)

Staff reported that based on information provided by Segal, ACERA's actuaries, the Cost of Living Adjustment effective April 1, 2025 results in the maximum increase of 3.0% for Tier 1 and Tier 3 retirees/payees who retired on or before April 1, 2023, due to carry over banked from prior years. Tiers 1 and 3 retirees/payees who retired on or after April 2, 2023 will receive a COLA increase of 2.5%. All Tier 2 and Tier 4 retirees/payees will receive a COLA increase of 2.0%. The Consumer Price Index (CPI) calculation resulted in a change of 2.38%. According to Government Code Sections 31870 and 31870.1, the percentage change should be rounded to the nearest one-half percent, which is 2.5%. The difference

between the 2.5% and the maximum COLA adjustment allowed for Tier 2 and Tier 4 will be banked.

ACTION ITEMS

1. Annual Supplemental Cost of Living Adjustment (COLA)

Staff provided information regarding the Supplemental Cost of Living Adjustment (COLA) benefit. The Supplemental COLA is provided to retirees who have an accumulated loss of purchasing power of over 15% due to inflation. For 2024, there were approximately 1,767 retirees/payees receiving this benefit at a cost of \$1,247,856.19. Based on the accumulated loss of purchasing power as of December 31, 2024, those Tier 1 members who retired on or before April 1, 1981, and those Tier 2 members who retired on or before April 1, 2007, will receive the Supplemental COLA increase effective with their April 1, 2025, monthly allowance.

It was moved by Kellie Simon and seconded by Ross Clippinger that the Retirees Committee recommend to the Board of Retirement that it adopt the Supplemental Cost of Living Adjustment increase for Tier I members who retired on or before April 1, 1981, and Tier 2 members who retired on or before April 1, 2007, effective with the April 1, 2025 monthly retirement allowance. This annual supplemental benefit is non-vested and is funded by the Supplemental Retiree Benefit Reserve.

The motion carried 6 yes (*Bryant, Carson, Clippinger, Rogers, Simon, Wilkinson*), 0 no, 0 abstentions

INFORMATION ITEMS

2. Proposed Study of the Impact on the SRBR of Granting the Full Medical Inflation Rate Assumption for the MMA Payments

Staff and Segal, ACERA's actuaries, provided a proposal to perform a retrospective actuarial study to estimate the impact on the Supplemental Retiree Benefit Reserve (SRBR) if higher Monthly Medical Allowances (MMA) were paid.

3. 2025 Annual Retirees Committee Work Plan Review

Staff provided a proposed 2025 Retirees Committee Work Plan highlighting four changes from last year's work plan: 1) a proposed study of the impact on the SRBR of granting the full medical inflation rate assumption for the MMA payments; 2) report on a project plan and timeline for the dental and vision plans request for proposals; 3) an information item regarding the survey of retired members on three rider additions to the Kaiser Permanente Senior Advantage Plan; and 4) a report and recommendation on the dental and vision plans and awarding of contracts for Plan Year 2026.

4. Dental and Vision Plans Request for Proposals for 2026 Plan Coverage

Staff and Segal, ACERA's Benefits Consultant, provided a report on a project plan and timeline to release a Request for Proposal (RFP) for the dental and vision plans coverage. A list of dental and vision plans vendors who will be invited to submit proposals in response to the RFPs was also provided.

5. Annual Health Care Planning Meeting with Retiree Representatives/Date Announcement

Staff presented information regarding the purpose and plans for ACERA's annual health care planning meeting with Trustees, retiree representatives, Benefits Consultants, and the County of Alameda. This meeting will be held virtually and has been tentatively set for February 26, 2025.

6. Report on 1099-R Processing

Staff reported that the 2024 1099-R forms were mailed to all retirees/payees on January 17th, prior to the IRS deadline of January 31st. A total of 12,548 1099-Rs were processed with no issues to report. This year, ACERA again utilized a third party vendor to print and mail all 1099-Rs instead of printing in-house for a slight cost savings.

7. Report on Open Enrollment Activity

Staff provided information on the Plan Year 2025 Open Enrollment activity for ACERA and Via Benefits. Out of the total 309 group change forms the members submitted, 75% were submitted via DocuSign.

8. Semi-Annual Report on ACERA's Wellness Program

Staff provided a report on ACERA's 2024 wellness email campaign performance covering various key metrics, which indicate that the frequency and content of the wellness emails were well received and enjoyed by the majority of recipients. Staff also reviewed the 2025 wellness email campaign, which focuses on addressing chronic conditions through virtual resources provided by ACERA's insurance carriers. Staff also continues to promote One Pass and the Kaiser Permanente Virtual Health Talks.

The planning for the hybrid 2025 Retiree Health and Wellness Fair is underway and is scheduled to take place in the third or fourth week of October.

TRUSTEE REMARKS

None.

ESTABLISHMENT OF NEXT MEETING DATE

The next meeting is scheduled for April 2, 2025, at 9:30 a.m.

MEETING ADJOURNED

The meeting adjourned at 10:34 a.m.



MINUTES OF THE FEBRUARY 5, 2025, INVESTMENT COMMITTEE MEETING

To: Members of the Investment Committee

From: George Wood, Chair

Subject: Summary of the February 5, 2025 Investment Committee Meeting

The Investment Committee (“Committee”) met on Wednesday, February 5, 2025, at 10:44 a.m. The Committee members present were Ophelia Basgal, Keith Carson, Ross Clippinger, Elizabeth Rogers, Kellie Simon, Steven Wilkinson, and George Wood. Also present were Alternate Retired Member Cynthia Baron and Alternate Safety Member Kevin Bryant. ACERA Senior Managers and Presenting Staff were David Nelsen – Chief Executive Officer, Jeff Rieger – Chief Counsel, Clint Kuboyama – Senior Investment Officer, John Ta – Senior Investment Officer, and Betty Tse – Chief Investment Officer.

PUBLIC COMMENT: N/A

Action Item: Matters for discussion and possible motion by the Committee

1. Discussion and Possible Motion to Recommend that the Board Adopt the Updated Private Equity Policy
 - Staff and NEPC updated the ACERA Private Equity (PE) Policy based on feedback from the Investment Committee (IC) and ACERA Legal. Staff discussed the latest changes with the Investment Committee as indicated in Staff’s cover memo and presented the final amended Private Equity Policy for approval.
 - Trustee Rogers moved, seconded by Trustee Carson, to recommend that the Board adopt the Updated Private Equity Policy
 - The motion carried unanimously with 6 Yes (Carson, Clippinger, Rogers, Simon, Wilkinson, and Wood), 0 No, and 0 Abstention. Trustee Basgal was not in attendance when the vote was called for this Action Item.

Information Items: These items are not presented for Committee action but consist of status updates and cyclical reports

1. Report on Private Credit Investment Made Under Delegated Authority – Orchard Global EleganTree Opportunities Fund III (\$60 million)

- Staff and NEPC discussed how the EleganTree investment was in compliance with the ACERA Private Credit Policy and Investment Plan. The investment rationale and the comprehensive due diligence process undertaken for the EleganTree investment were also discussed.
- Trustee Carson inquired as to whether Staff's investment process has changed to include the use of machine learning and artificial intelligence and Staff responded that it has not.
- Trustee Wilkinson questioned Staff about the capital-structure seniority of the loans and the size of corporate borrowers related to the loan pools that underpin the significant risk transfer investments involved with the EleganTree Fund's strategy. Staff answered the questions.

2. 2025 Capital Market Assumptions

- Sam Austin from NEPC presented the 2025 Capital Market Assumptions, which are critical for understanding the expected returns, volatility, and correlations of various asset classes over a 10-year horizon. These assumptions are used to inform strategic asset allocation decisions and policy implications.
- NEPC's assumptions cover over 70 asset classes, grouped into equities, fixed income, and real assets. The 10-year expected return for US large-cap equities is 5.6%, while emerging market equities are expected to return 8%. Private equity has the highest expected return at 8.5%, but also the highest volatility.
- Risk and Correlation were discussed. The presentation highlighted the importance of volatility and correlation between asset classes. For instance, private debt offers nearly the same return as private equity (8.3% vs. 8.5%) but with a significantly lower risk.
- NEPC's 10-year inflation expectation remained unchanged at 2.6%, which is a key input for return projections.

3. Investment Committee Meeting WorkPlan for 2025

- The WorkPlan is a collaborative effort between Staff, NEPC, and Callan, ensuring that timely and relevant information is included in the monthly ICM. Adjustments to the WorkPlan are made based on input from the Committee, priorities of the Total Fund, and Staff resource availability.
- As outlined in the WorkPlan, the March ICM will include a heavy agenda, including a 2.5 to 3-hour interview process for the EM search finalists. To manage the length of this agenda, Staff might explore options such as starting the ICM earlier.
- The IC Chair stated that, generally speaking, focus will be on Action Items during ICMs. Information Items will be made available for public review without discussion, unless discussion is warranted. This approach, used successfully in the past, ensures efficient use of time while maintaining transparency.

Investment Committee Meeting Minutes
February 5, 2025

TRUSTEE REMARKS:

N/A

FUTURE DISCUSSION ITEMS

ESTABLISHMENT OF NEXT MEETING DATE

March 5, 2025 at 10:30 a.m.

ADJOURNMENT

The meeting ended at 11:32 a.m.

To view the February 5, 2025 Investment Committee Meeting in its entirety, click on the link below: https://youtu.be/AJ_H43mtS20



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025

TO: Members of the Board of Retirement

FROM: Erica Haywood, Fiscal Services Officer *EH*

SUBJECT: Operating Expenses & Budget Summary for Year-Ended December 31, 2024

ACERA's operating expenses are \$1,144K over budget for the year-ended December 31, 2024. In November of 2024 the Board of Retirement approved an additional \$400K be included in the 2024 Budget to address known overages at the time. However, we have recently learned that due to the new reporting requirements of GASB 101 and requirements of GASB 51, we are required to recognize additional costs that were not budgeted. We explain those additional costs below. There was also an unexpected liability for Alameda County Management Employees Association (ACMEA) members who received retroactive COLA payments just prior to the end of the year.

(\$24)	K	Surplus from \$400K budget adjustment
\$48	K	Liability - ACMEA one-time payment
\$250	K	GASB 101 - Implementation
\$870	K	GASB 51 - Capitalization Pension Gold V3
<u>\$1,144</u>	K	Total Variance

Additional Staffing Expense of \$298K.

This unexpected increase in staffing expense is primarily due to the implementation of GASB 101 resulting in an increase of \$250K. This requirement from GASB obligates us to report a percentage of unused and available to use or cash out annual vacation & sick leave of our employees. While we included projected cash out of annual vacation leave in our budget; sick leave was not factored in prior to the new GASB requirement. The remaining amount is the ACMEA one-time payment liability of \$48K.

Depreciation Expense

Pension Gold V3(PG3) went live on October 1, 2024. Since this project would continue to 2025, we budgeted the capitalization to begin in 2025. During our kick-off meeting with the external auditors, it was discovered that we were required to capitalize PG3 in 2024 based on the requirements of GASB Statement 51. This change resulted in an unexpected increase of \$870K in depreciation expense.

Staffing Detail

Vacant position as of December 31, 2024:

Department	Position	Qty	Comments
Administration	Supply Clerk II	1	Vacant - currently budgeted for the year
	Total Position	1	

Pension Administration System Project - as of December 31, 2024					
	Year-To-Date			2024 Budget	2019-23 Actual
	Actual	Budget	Variance		
Consultant Fees					
Levi, Ray and Shoup	\$2,179,106	\$1,950,000	\$229,106	\$1,950,000	\$3,231,571
Segal and other consultant fees	595,811	593,000	\$2,811	593,000	2,323,470
Other expenses	-	-	-	-	1,500
Leap Technologies	-	-	-	-	98,970
Total	2,774,917	2,543,000	231,917	2,543,000	5,655,511
Staffing	800,668	771,000	29,668	771,000	2,845,789
TOTAL	\$3,575,585	\$3,314,000	\$261,585	\$3,314,000	\$8,501,300

Attachments:

- Total Operating Expenses Summary
- Professional Fees – Year-to-Date – Actual vs. Budget
- Actual Operating Expenses comparison with last year



**ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL OPERATING EXPENSES SUMMARY**

YEAR TO DATE - ACTUAL VS. BUDGET					
<u>December 31, 2024</u>					
	Actual	Budget	YTD	2024	% Actual to
	<u>Year-To-Date</u>	<u>Year-To-Date</u>	<u>Variance</u>	<u>Annual</u>	<u>% Actual to</u>
			<u>(Under)/Over</u>	<u>Budget</u>	<u>Annual Budget</u>
Staffing	\$ 17,934,164	\$ 17,332,000	\$ 602,164	\$ 17,332,000	103.5%
Staff Development	218,822	351,000	(132,178)	351,000	62.3%
Professional Fees (Next Page)	990,701	1,141,000	(150,299)	1,141,000	86.8%
Office Expense	495,635	468,000	27,635	468,000	105.9%
Insurance	635,341	637,000	(1,659)	637,000	99.7%
Member Services	732,144	708,000	24,144	708,000	103.4%
Systems	1,381,881	1,288,000	93,881	1,288,000	107.3%
Depreciation	982,821	112,000	870,821	112,000	877.5%
Board of Retirement	564,869	707,004	(142,135)	707,000	79.9%
Uncollectable Benefit Payments	29,969	78,000	(48,031)	78,000	38.4%
Total Operating Expense	\$ 23,966,347	\$ 22,822,004	\$ 1,144,343	\$ 22,822,000	105.0%
Investment Consultant Fees	1,544,171	1,620,000	(75,829)	1,620,000	95.3%
Investment Custodian Fees	557,744	645,000	(87,256)	645,000	86.5%
Investment Manager and Incentive Fees	65,454,500	54,977,000	10,477,500	54,977,000	119.1%
Other Investment Expenses	184,973	633,000	(448,027)	633,000	29.2%
Total Portfolio Management Investment Expense	\$ 67,741,388	\$ 57,875,000	\$ 9,866,388	\$ 57,875,000	117.0%
Total Operating and Portfolio Management Investment Expense	\$ 91,707,735	\$ 80,697,004	\$ 11,010,731	\$ 80,697,000	113.6%



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

PROFESSIONAL FEES

YEAR TO DATE - ACTUAL VS. BUDGET

December 31, 2024

	<u>Actual</u> <u>Year-To-Date</u>	<u>Budget</u> <u>Year-To-Date</u>	<u>YTD Variance</u> <u>(Under)/Over</u>	<u>2024</u> <u>Annual</u> <u>Budget</u>	<u>% Actual to</u> <u>Annual Budget</u>
<u>Professional Fees</u>					
Consultant Fees - Operations and Projects ¹	\$ 364,683	\$ 356,000	\$ 8,683	\$ 356,000	102.4%
Actuarial Fees ²	\$ 444,502	490,000	(45,498)	490,000	90.7%
External Audit ³	\$ 141,618	145,000	(3,382)	145,000	97.7%
Legal Fees ⁴	\$ 39,898	150,000	(110,102)	150,000	26.6%
Total Professional Fees	\$ 990,701	\$ 1,141,000	\$ (150,299)	\$ 1,141,000	86.8%

	<u>Actual</u> <u>Year-To-Date</u>	<u>Budget</u> <u>Year-To-Date</u>	<u>YTD Variance</u> <u>(Under)/Over</u>	<u>2024 Annual</u> <u>Budget</u>	<u>% Actual to</u> <u>Annual Budget</u>
<u>1 CONSULTANT FEES - OPERATIONS AND PROJECTS:</u>					
Benefits					
Alameda County HRS (Benefit Services)	\$ 137,083	126,000	11,083	126,000	108.8%
Segal (Benefit Consultant/Retiree Open Enrollment)	\$ 121,917	133,000	(11,083)	133,000	91.7%
Total Benefits	\$ 259,000	259,000	0	259,000	100.0%
Fiscal Services					
Cashlog	\$ -	20,000	(20,000)	20,000	0.0%
Total Fiscal Services	\$ -	20,000	(20,000)	20,000	0.0%
Human Resources					
Lakeside Group (County Personnel)	\$ 105,683	77,000	28,683	77,000	137.3%
Total Human Resources	\$ 105,683	77,000	28,683	77,000	137.3%
Total Consultant Fees - Operations	\$ 364,683	356,000	8,683	356,000	102.4%

<u>2 ACTUARIAL FEES</u>					
Actuarial Valuation	\$ 153,685	87,500	66,185	87,500	175.6%
GASB 67 & 68 Valuation	\$ 53,500	53,500	-	53,500	100.0%
GASB 74 & 75 Actuarial	\$ 16,000	16,000	-	16,000	100.0%
Actuarial Standard of Practice 51 Pension Risk	\$ 30,838	30,000	838	30,000	102.8%
Supplemental Consulting	\$ 145,479	258,000	(112,521)	258,000	56.4%
Supplemental Retiree Benefit Reserve valuation	\$ 45,000	45,000	-	45,000	100.0%
Total Actuarial Fees	\$ 444,502	490,000	(45,498)	490,000	90.7%

<u>3 EXTERNAL AUDIT</u>					
External audit	\$ 121,133	122,000	(867)	122,000	99.3%
GASB 67 & 68 audit	\$ 10,721	11,000	(279)	11,000	97.5%
GASB 74 & 75 audit	\$ 9,764	12,000	(2,236)	12,000	81.4%
Total External Audit Fees	\$ 141,618	145,000	(3,382)	145,000	97.7%

<u>4 LEGAL FEES</u>					
Fiduciary & Litigation	\$ 24,801	60,000	(35,199)	60,000	41.3%
Tax and Benefit Issues	\$ 13,927	25,000	(11,073)	25,000	55.7%
Miscellaneous Legal Advice	\$ 1,170	65,000	(63,830)	65,000	1.8%
Total Legal Fees	\$ 39,898	150,000	(110,102)	150,000	26.6%

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL EXPENDITURES VS. PRIOR YEAR ACTUAL
For the Twelve Months Ending 12/31/2024

	<i><u>For the Month of December 2024</u></i>	<i><u>For the Month of December 2023</u></i>	<i><u>Variance</u></i>	<i><u>Year-To-Date 2024</u></i>	<i><u>Year-To-Date 2023</u></i>	<i><u>Variance</u></i>
STAFFING						
Salaries	1,196,433	912,049	284,384	11,633,655	10,557,831	1,075,824
Fringe Benefits	686,401	383,727	302,674	5,823,099	5,062,558	760,541
Temporary Staffing Cost	34,016	36,001	(1,985)	477,410	490,622	(13,212)
Staffing Total	<u>1,916,850</u>	<u>1,331,777</u>	<u>585,073</u>	<u>17,934,164</u>	<u>16,111,011</u>	<u>1,823,153</u>
STAFF DEVELOPMENT	13,656	12,233	1,423	218,822	214,134	4,688
PROFESSIONAL FEES						
Actuarial Fees	(20,315)	(2,717)	(17,598)	444,502	513,482	(68,980)
Consultant Fees - Operations	32,781	27,667	5,114	364,683	338,776	25,907
Consultant Fees - Legal	1,365	16,496	(15,131)	39,898	165,660	(125,762)
External Audit	0	0	0	141,618	138,765	2,853
Professional Fees Total	<u>13,831</u>	<u>41,446</u>	<u>(27,615)</u>	<u>990,701</u>	<u>1,156,683</u>	<u>(165,982)</u>
OFFICE EXPENSE						
Bank Charges & Misc. Admin	6,084	5,947	137	70,989	79,580	(8,591)
Building Expenses	9,850	3,120	6,730	72,543	33,824	38,719
Communications	19,908	9,647	10,261	138,968	106,984	31,984
Equipment Lease/Maintenance	5,966	7,423	(1,457)	147,835	98,292	49,543
Minor Equipment and Furniture	90	591	(501)	7,597	9,133	(1,536)
Office Supplies/Maintenance	4,367	1,900	2,467	41,582	36,367	5,215
Printing & Postage	1,729	1,092	637	16,121	14,678	1,443
Office Expense Total	<u>47,994</u>	<u>29,720</u>	<u>18,274</u>	<u>495,635</u>	<u>378,858</u>	<u>116,777</u>
INSURANCE	54,300	51,590	2,710	635,341	592,469	42,872
MEMBER SERVICES						
Disability - Legal Arbitration & Transcripts	9,418	9,111	307	133,925	8,629	125,296
Disability Medical Expense	29,483	10,275	19,208	227,313	146,920	80,393
Disability Claims Management	3,850	3,850	0	42,350	46,200	(3,850)
Health Reimbursement Acct. (HRA)	6,486	6,565	(79)	71,479	70,496	983
Member Training & Education	714	419	295	25,421	7,979	17,442
Printing & Postage - Members	4,776	4,618	158	167,594	129,892	37,702
Virtual Call Center	5,054	5,422	(368)	64,062	65,027	(965)
Member Services Total	<u>59,781</u>	<u>40,260</u>	<u>19,521</u>	<u>732,144</u>	<u>475,143</u>	<u>257,001</u>

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL EXPENDITURES VS. PRIOR YEAR ACTUAL
For the Twelve Months Ending 12/31/2024

	<i>For the Month of December 2024</i>	<i>For the Month of December 2023</i>	Variance	<i>Year-To-Date 2024</i>	<i>Year-To-Date 2023</i>	Variance
SYSTEMS						
Business Continuity Expense	18,838	17,747	1,091	243,900	237,859	6,041
County Data Processing	13,627	11,946	1,681	138,228	133,783	4,445
Minor Computer Hardware	744	3,165	(2,421)	68,354	86,129	(17,775)
Intangible right to use SBITA - GASB96	7,348	2,597	4,751	86,914	76,726	10,188
Software Maintenance & Support	89,093	59,503	29,590	844,485	696,313	148,172
Systems Total	<u>129,650</u>	<u>94,958</u>	<u>34,692</u>	<u>1,381,881</u>	<u>1,230,810</u>	<u>151,071</u>
DEPRECIATION						
Depreciation Expense	878,087	10,409	867,678	982,821	120,882	861,939
BOARD OF RETIREMENT						
Board Compensation	1,400	1,800	(400)	21,600	22,600	(1,000)
Board Conferences & Training	3,575	4,519	(944)	127,107	147,579	(20,472)
Board Election	0	0	0	1,500	0	1,500
Board Employer Reimbursement	31,730	29,740	1,990	379,300	360,600	18,700
Board Miscellaneous Expense	773	872	(99)	11,135	18,129	(6,994)
Board Software Maint. & Support	1,335	1,294	41	15,841	14,943	898
Board Strategic Planning	0	0	0	8,386	0	8,386
Board of Retirement Total	<u>38,813</u>	<u>38,225</u>	<u>588</u>	<u>564,869</u>	<u>563,851</u>	<u>1,018</u>
UNCOLLECTABLE BENEFIT PAYMENTS	<u>29,969</u>	<u>36,906</u>	<u>(6,937)</u>	<u>29,969</u>	<u>36,906</u>	<u>(6,937)</u>
GRAND TOTALS	<u><u>3,182,931</u></u>	<u><u>1,687,524</u></u>	<u><u>1,495,407</u></u>	<u><u>23,966,347</u></u>	<u><u>20,880,747</u></u>	<u><u>3,085,600</u></u>



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025
TO: Members of the Board of Retirement
FROM: Erica Haywood, Fiscal Services Officer *EH*
SUBJECT: Quarterly Unaudited Financial Statements as of December 31, 2024

Executive Summary

Attached for review is the unaudited financial statements for the period ended December 31, 2024.

The Fiduciary Net Position Held in Trust and the Change in Fiduciary Net Position compared to the same period in 2023 increased by \$755.53 million.

Financial Highlights

- Net Position Restricted (Held in Trust for Benefits), as reported on the Statement of Fiduciary Net Position totaled \$12.03 billion. Total Receivables decreased by \$14.71 million, Investments at fair value increased by \$777.39 million, Capital Assets increased by \$2.59 million, and Total Liabilities without Securities Lending Liability increased by \$5.76 million.
- The year-over-year Change in Net Position decreased by \$223.79 million.
 - Total Additions year-over-year decreased by \$193.42 million. This include a decrease in net investment income of \$223.58 million.
 - Total Deductions year-over-year increased by \$30.37 million. The amount is mainly attributable to the growth in payments of service retirement, and retiree healthcare program.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
STATEMENT OF FIDUCIARY NET POSITION
As of 12/31/2024

	Year-To-Date 2024	Year-To-Date 2023
ASSETS		
Cash (Note 1)	1,898,344	5,606,534
Securities Lending Cash Collateral (Note 2)	149,259,557	158,812,517
Receivables:		
Contributions (Note 3)	30,652,627	26,273,195
Investment Receivables (Note 4a)	25,203,382	24,364,477
Unsettled Trades - Investments Sold	1,221,241	9,403,958
Futures Contracts (Note 5a)	58,859	8,931,394
Foreign Exchange Contracts (Note 6a)	19,996	2,713,605
Other Receivables (Note 7)	229,650	408,234
Total Receivables	57,385,755	72,094,863
Prepaid Expenses	571,128	833,905
Total Current Assets	209,114,783	237,347,819
Investments - at Fair Value:		
Short-Term Investments (Note 8)	255,540,204	196,147,413
Domestic Equity	737,932,229	626,628,121
Domestic Equity Commingled Funds	2,669,271,572	2,239,206,881
International Equity	794,383,139	787,281,130
International Equity Commingled Funds (Note 9)	1,907,232,062	2,002,804,049
Domestic Fixed Income	1,473,965,863	1,419,300,148
International Fixed Income	147,747,588	95,474,505
International Fixed Income - Commingled Funds (Note 10)	26,865,703	79,249,523
Real Estate - Separate Properties (Note 11)	34,056,481	48,281,843
Real Estate - Commingled Funds (Note 12)	780,272,719	756,420,764
Real Assets (Note 13)	732,743,365	657,541,879
Absolute Return (Note 14)	1,000,260,625	902,058,933
Private Equity (Note 15)	1,145,601,854	1,114,712,656
Private Credit (Note 16)	305,034,614	308,413,346
Total Investments	12,010,908,019	11,233,521,189
Capital Assets at Cost (Net of Accumulated Depreciation and Amortization) (Note 17)	12,339,158	9,752,086
Total Assets	12,232,361,960	11,480,621,094
LIABILITIES		
Securities Lending Liability (Note 2)	149,259,557	158,812,517
Unsettled Trades - Investments Purchased	18,267,876	18,988,634
Investment-Related Payables (Note 4b)	13,557,381	13,922,794
Futures Contracts (Note 5b)	1,310,020	0
Foreign Exchange Contracts (Note 6b)	5,035,526	9,939
Accrued Administration Expenses (Note 18)	3,822,689	3,083,756
Members Benefits & Refunds Payable (Note 19a)	6,117,415	6,304,889
Retirement Payroll Deductions Payable (Note 19b)	390,884	443,178
Lease Liability	127,235	149,456
SBITA GASB 96 Liability	118,329	85,135
Total Liabilities	198,006,913	201,800,299
DEFERRED INFLOWS OF RESOURCES		
Net Position		
Restricted - Held in Trust for Benefits	12,034,355,047	11,278,820,795
Total Net Position	12,034,355,047	11,278,820,795

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
For the Twelve Months Ending 12/31/2024

	Year-To-Date 2024	Year-To-Date 2023
ADDITIONS		
Contributions: (Note 20)		
Members	134,489,875	126,471,922
Employers	311,106,275	288,640,038
Total Contributions	445,596,150	415,111,960
From Investment Activities:		
Net Appreciation/(Depreciation) in FV of Investments (Note 21)	822,031,489	1,148,260,790
Interest	74,168,822	64,162,253
Dividends	29,902,128	38,732,902
Real Estate - Net	35,550,283	18,732,756
Private Equity and Alternatives	135,112,683	46,560,357
Brokers Commissions - Directed Brokerage	7,758	6,707
Sub-Total Dividends, Interest, Other Investment Inc. (Note 22)	274,741,674	168,194,975
Total Income from Investment Activities	1,096,773,163	1,316,455,765
Total Investment Expenses (Note 23)	(72,253,630)	(68,332,755)
Net Income from Investment Activities (Note 24)	1,024,519,533	1,248,123,010
From Securities Lending Activities:		
Securities Lending Income	10,365,886	8,701,280
Securities Lending Expenses	(9,657,829)	(8,014,988)
Net Income from Securities Lending Activities (Note 25)	708,056	686,293
Total Net Investment Income	1,025,227,590	1,248,809,303
Miscellaneous Income (Note 26)	390,504	714,352
Total Additions	1,471,214,244	1,664,635,615
DEDUCTIONS		
Benefits:		
Service Retirement and Disability Benefits (Note 27)	628,985,557	601,262,166
Death Benefits (Note 28)	3,818,199	3,989,157
Supplemental Cost of Living Allowance	1,242,635	1,134,334
Retiree Healthcare Program	50,186,853	47,072,346
Total Benefit Payments	684,233,244	653,458,004
Member Refunds	10,081,262	13,293,111
Administration: (Note 29)		
Administrative Expenses	14,438,320	12,934,506
Actuarial Expenses	399,502	469,482
Business Continuity Expenses	678,395	610,088
Legal Expenses	890,613	846,175
Technology Expenses	2,016,277	1,005,017
401(h) Expenses	1,957,000	1,710,500
Total Administration	20,380,107	17,575,768
Total Deductions	714,694,613	684,326,883
Net Increase(Decrease)	756,519,631	980,308,732
Net Position Held in Trust for Benefits:		
Net Position - January 1	11,277,835,416	10,298,512,063
Net Position - December 31	12,034,355,047	11,278,820,795

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

Basis of Accounting

ACERA follows the accounting principles and reporting guidelines set forth by the Government Accounting Standards Board (GASB). ACERA's financial statements are prepared on the accrual basis of accounting.

(Note 1)

Cash - \$1.90 million

Cash balance is the sum of the funds in the JP Morgan Bank operating accounts. The decrease of \$3.71 million from \$5.61 million on December 31, 2023, is primarily due to timing difference between receipt of contributions and the transfer of funds for retiree payroll and investments.

(Note 2)

Securities Lending Cash Collateral - \$149.26 million

Cash collateral of \$149.26 million and \$158.81 million were held by ACERA, related to securities on loan as of December 31, 2024, and December 31, 2023, respectively. This amount is reported as an asset with a corresponding liability for the same amount in compliance with GASB Statement No. 28.

(Note 3)

Contributions Receivables - \$30.65 million

The receivable balances as of December 31, 2024, increased by approximately \$4.38 million from \$26.27 million as of December 31, 2023. This is primarily due to increases in member and employer contribution rates.

(Note 4)

4a. Investment Receivables - \$25.20 million

The investment receivables balance as of December 31, 2024, increased by \$0.84 million from \$24.36 million on December 31, 2023. The increase is mainly attributed to interest and dividend receivables.

4b. Investment Related Payables - \$13.56 million

The decrease of \$0.36 million in investment related payables balance as of December 31, 2024, from \$13.92 million on December 31, 2023, is primarily due to timing difference of investment manager fee payments.

(Note 5)

5a. Futures Contracts Receivables - \$0.06 million

The receivables represent the unrealized gains on open futures contracts. The balance for unrealized gains as of December 31, 2024 and December 31, 2023, were \$0.06 million and \$8.93 million, respectively.

5b. Futures Contracts Payables - \$1.31 million

The payables represent the unrealized losses on open futures contracts. The balance for unrealized losses as of December 31, 2024 is \$1.31 million.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 6)

6a. Foreign Exchange Contracts Receivables - \$0.02 million

The receivables represent unrealized gains on foreign exchange contracts. Foreign exchange (FX) contracts include currency forward contracts and spot contracts. As of December 31, 2024, and December 31, 2023, the unrealized gains on FX contracts were \$0.02 million and \$2.71 million, respectively. The decrease in unrealized gains of \$2.69 million is mainly due to the change in foreign exchange contracts and market volatility.

6b. Foreign Exchange Contracts Payables - \$5.04 million

The payables represent unrealized losses on foreign exchange contracts. Foreign exchange (FX) contracts include currency forward contracts and spot contracts.

(Note 7)

Other Receivables - \$0.23 million

Other receivables as of December 31, 2024, are comprised primarily of funds due from deceased retirees' estates for overpayment of benefits and from insurance for ACERA legal claims.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 8)

Short-Term Investments - \$255.54 million

Short-term investments are temporarily kept in a pooled account with State Street Bank. These pooled assets are primarily invested in short-term investment funds and deposits, including U.S. Treasury and agency obligations, corporate bonds, commercial paper, repurchase agreements, certificates of deposit, bankers' acceptances, time deposits, and floating-rate notes.

(Dollars in Millions)

Fund Name	12/31/2024
Unallocated Cash	\$ 144.27
Parametic Portfolio Associates (cash overlay)	34.29
Baird Investors	18.51
Capital Guardian	17.80
Loomis	6.78
Brandywine	5.51
Kennedy	5.35
Aristotle Capital	4.74
William Blair Small Cap Growth	4.10
Bivium- Channing Global Advisors, LLC	3.43
Bivium - Dundas Partners	2.48
TCW	1.75
Bivium -Haven Global Partners	1.72
Bivium - Denali Advisors	1.27
Bivium - Promethos Capital, LLC	1.10
Bivium	0.76
Bivium - Cedar Street Asset Mgmt	0.52
AQR Capital Management, LLC	0.44
Mondrian	0.34
Bivium - Global Alpha Capital Mgmt	0.34
Bivium - Arga Investment Management	0.02
Bivium - Applied Research Management	0.01
BIVIUM - Redwood DM	0.01
Grand total	\$ 255.54

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 9)

International Equity Commingled Funds - \$1,907.23 million

As of December 31, 2024, and December 31, 2023, the International Equity Commingled Funds were \$1,907.23 million and \$2,002.80 million, respectively. The decrease of \$95.57 million is mainly due to unrealized gains from lower market valuations, rebalancing activity, due to short-term cash flow and the Board-approved structural changes to the International Equity portfolio.

(Note 10)

International Fixed Income Commingled Funds - \$26.87 million

The decrease of \$52.38 million from the previous year is due to investment capital being transferred out of a commingled fund that is winding down. Disclosure of credit ratings on mutual fund holdings of fixed income portfolio is not required per GASB Statement No. 40.

(Note 11)

Real Estate Separate Properties - \$34.06 million

The following is a summary of Real Estate – Separate Property investments as of December 31, 2024, and December 31, 2023. The year-over-year decrease of \$14.22 million is due to the market value decrease of the Oakland 14th Street property.

(Dollars in Millions)

<i>Investment Manager</i>	<i>Net Mkt. Value 12-31-2024</i>	<i>Net Mkt. Value 12-31-2023</i>	<i>No. of Properties 2024</i>	<i>No. of Properties 2023</i>
RREEF	\$ 34.06	\$ 48.28	1	1

(Note 12)

Real Estate Commingled Funds - \$780.27 million

Detailed records regarding these investments of public pension funds are exempt from disclosure under the California Government Code Section 7928.710. The increase of \$23.85 million in 2024 as compared to 2023 is due to additional investments and unrealized gains from investments, net of capital calls and distributions.

(Note 13)

Real Assets - \$732.74 million

Detailed records regarding these investments of public pension funds are exempt from disclosure under California Government Code Section 7928.710. The increase of \$75.20 million in 2024 as compared to 2023 is due to additional investments and unrealized gains on investments, net of capital calls and distributions.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 14)

Absolute Return - \$1,000.26 million

Detailed records regarding these investments of public pension funds are exempt from disclosure under California Government Code Section 7928.710. The increase of \$98.20 million in 2024 as compared to 2023 is due to net gains on investments.

(Note 15)

Private Equity - \$1,145.60 million

Detailed records regarding these investments of public pension funds are exempt from disclosure under California Government Code Section 7928.710. The increase of \$30.89 million in 2024 as compared to 2023 is due to additional investments net of distributions and net of gains on investments.

(Note 16)

Private Credit - \$305.03 million

Detailed records regarding these investments of public pension funds are exempt from disclosure under California Government Code Section 7928.710. The decrease of \$3.38 million in 2024 as compared to 2023 is due to net distributions, and net of gains on investments.

(Note 17)

Capital Assets at Cost (Net of Accumulated Depreciation and Amortization) - \$12.34 million

(Dollars in Millions)

	<i>12/31/2024</i>	<i>12/31/2023</i>
Retirement Information System and Others - Construction-In-Process	\$ -	\$ 8.50
Equipment, Furniture & Information Systems	25.67	13.60
Electronic Document Management System	4.18	4.18
Right-to-Use Leased Office Equipments	0.39	0.38
Less: Accumulated Depreciation and Amortization	(18.79)	(17.89)
Net Book Value	11.45	8.77
Leasehold Improvements	2.59	2.59
Less: Accumulated Depreciation	(1.70)	(1.61)
Net Book Value	0.89	0.98
Total Capital Assets, Net	\$ 12.34	\$ 9.75

Depreciation is computed using the straight-line method over the following estimated useful lives or over the term of the lease:

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

<input type="checkbox"/>	Computer Hardware	5 years
<input type="checkbox"/>	Computer Software	3 years
<input type="checkbox"/>	Equipment	5 years
<input type="checkbox"/>	Furniture	7 years
<input type="checkbox"/>	Information System – Retirement	7 years
<input type="checkbox"/>	Information System – Accounting	3 years
<input type="checkbox"/>	EDMS	5 years
<input type="checkbox"/>	Right to use Leased Assets	5 years
<input type="checkbox"/>	Disaster Recovery	5 years
<input type="checkbox"/>	Leasehold Improvements	27.5 years

(Note 18)

Accrued Administration Expenses - \$3.82 million

Accrued administration expenses consist of accounts payable, payroll expense, actuarial services payable and other operating expenses.

(Note 19)

19a. Members' Benefits & Refunds Payable - \$6.12 million

The details of Members Benefits and Refund Payables are as follows:

(Dollars in Millions)

<i>Accrued Benefits and Refunds</i>	<i>12/31/2024</i>	<i>12/31/2023</i>
Basic Active Death Benefits	\$ 0.64	\$ 0.64
Active Death Contribution Refunds	1.59	1.04
Retired Death Benefits	3.89	4.13
Members' Contribution Refunds	-	0.49
Total Members' Benefits & Refunds Payable	\$ 6.12	\$ 6.30

19b. Retirement Payroll Deductions Payables - \$0.39 million

The balance as of December 31, 2024, includes \$0.03 million in health premium prepayments and accrual of \$0.36 million Health Reimbursement Account (HRA) benefits. The corresponding balance as of December 31, 2023, included \$0.02 million in health premium prepayments and accrual of \$0.42 million HRA benefits.

(Note 20)

Contributions - \$445.60 million

The increase in contributions of \$30.49 million in 2024 as compared to 2023 is primarily due to increases in member and employer contribution rates.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 21)

Net Appreciation/ (Depreciation) in Fair Value of Investments – \$822.03 million

(Dollars in Millions)

	<i>For the Period Ended</i>	
	<i>12/31/2024</i>	<i>12/31/2023</i>
<u>Actual / Realized Gains/(Losses)</u>		
Domestic Equities	\$ (689.87)	\$ 129.19
International Equities	905.90	11.93
Domestic Bonds	(25.29)	(24.80)
International Bonds	8.20	(2.39)
Real Estate Commingled Funds	3.31	(25.55)
Private Equity & Alternative	95.54	52.52
Real Assets	21.55	17.60
Private Credit	(3.63)	0.70
Futures	10.20	(3.59)
Currency	(2.77)	(5.66)
<i>Total Realized Gains/(Losses)</i>	323.14	149.95
<u>Paper / Unrealized Gains/(Losses)</u>		
Domestic Equities	525.07	485.77
International Equities	4.43	382.32
Domestic Bonds	10.34	68.87
International Bonds	(20.53)	20.73
Real Estate Commingled Funds	(62.25)	(70.25)
Real Estate Sep. Props.	(15.12)	(8.21)
Private Equity & Alternative	42.08	85.29
Real Assets	31.93	11.92
Private Credit	1.68	11.33
Futures	(10.18)	9.93
Currency	(8.56)	0.61
<i>Total Unrealized Gains/(Losses)</i>	498.89	998.31
Total Net Realized and Unrealized Gains/(Losses)	\$ 822.03	\$ 1,148.26

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

NOTES TO THE UNAUDITED FINANCIAL STATEMENTS

As of December 31, 2024

(Note 22)

Dividend, Interest, and Other Investment Income - \$ 274.74million

(Dollars in Millions)

<i>Interest, Dividend, and Other Investment Income</i>	<i>12/31/2024</i>	<i>12/31/2023</i>
Interest Income	\$ 74.17	\$ 64.16
Dividend Income	29.90	38.73
Real Estate Income	35.55	18.73
Private Equity, Absolute Return and Real Asset Income / (Losses)	135.11	46.56
Directed Brokerage Commission Recapture	0.01	0.01
Total Interest, Dividend, and Other Investment Income	\$ 274.74	\$ 168.19

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 23)

Investment Expenses - \$72.25 million

(Dollars in Millions)

<i>Investment Expenses</i>	<i>For the Period Ended</i>			
	<i>Basis Points</i>	<i>12/31/2024</i>	<i>Basis Points</i>	<i>12/31/2023</i>
Investment Manager and Incentive Fees	55.16	\$ 66.38	55.65	\$ 62.76
Investment Custodian	0.46	0.56	0.53	0.60
Investment Consultants & Other Expenses(*)	1.43	1.73	1.48	1.67
Subtotal	57.05	68.67	57.66	65.03
Investment Allocated Cost	2.98	3.58	2.93	3.30
Total Investment Expenses(**)	60.03	\$ 72.25	60.59	\$ 68.33

(*) *Investment Consultant and Other Expenses*

(Dollars in Millions)

	<i>For the Period Ended</i>			
	<i>Basis Points</i>	<i>12/31/2024</i>	<i>Basis Points</i>	<i>12/31/2023</i>
Investment Advising & Performance (Pearls, Alternative Investment)	0.99	\$ 1.20	0.89	\$ 1.00
Consultant - Portfolio Rebalancing	0	-	0.01	0.01
Consultant - Legal (Alternative Investment)	0.19	0.23	0.28	0.31
Subtotal – Consultants Expenses	1.18	1.43	1.18	1.32
Proxy Services	0.04	0.05	0.04	0.05
Transaction Cost Analysis	0.04	0.05	0.04	0.05
Other Investment Expenses/(Income)	0.17	0.20	0.22	0.25
Subtotal – Other Investment Expenses	0.25	0.30	0.30	0.35
Total Investment Consultants and Other Expenses	1.43	\$ 1.73	1.48	\$ 1.67

(**) The increase in total investment expenses of \$3.92 million in 2024 as compared to 2023 is primarily due to incentive fees and management fees from alternative investment managers.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 24)

Net Investment Income/ (Losses) – 1,024.52 million

(Dollars in Millions)

	<i>For the Period Ended</i>		<i>Inc./ (Dec.)</i>
	<i>12/31/2024</i>	<i>12/31/2023</i>	<i>from previous period</i>
Paper / Unrealized Gains/(Losses)	\$ 498.89	\$ 998.32	\$ (499.43)
Actual / Realized Gains/(Losses)	323.14	149.94	173.20
Investment Income (Interest/Dividend/RE/Other) - Net of Expenses	202.49	99.86	102.63
Total Net Income/ (Losses)	\$ 1,024.52	\$ 1,248.12	\$ (223.60)

(Note 25)

Securities Lending Net Income - \$0.71 million

The securities lending net income balance as of December 31, 2024, and December 31, 2023, were \$0.71 million and \$0.69 million, respectively.

(Note 26)

Miscellaneous Income - \$0.39 million

The miscellaneous income of \$0.39 million is predominantly from prior year investment income and security litigation income recovery.

(Note 27)

Service Retirement and Disability Benefits - \$628.99 million

The increase of \$27.73 million was predominantly due to a higher average of benefits paid to newly added retirees compared to that of deceased retirees with lower average benefits. In addition, this included a modest increase of 220 in the total number of retirees and beneficiaries receiving benefits, from 11,005 on December 31, 2023, to 11,225 on December 31, 2024.

(Note 28)

Death Benefits - \$3.82 million

The death benefits paid out during the nine months ended December 31, 2024, were comprised of \$0.38 million of Retired Death Benefits, \$0.32 million of Active Death Benefits, and \$3.12 million of Survivorship Benefits.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS
As of December 31, 2024

(Note 29)

Total Administration - \$20.38 million

ACERA's Board of Retirement adopted Section 31580.2 of the 1937 Act. This Section allows ACERA to exclude investment (included in Total Investment Expenses under Note 20 above), actuarial, legal, business continuity related expenses and technology costs from administrative expenses subject to statutory limits. Under Section 31618.5 ACERA excludes the SRBR administrative expenses from its total administrative expenses. ACERA's SRBR administrative expenses are the amounts that exceed the employers' 401(h) contributions allocated to estimated administrative costs of Postemployment Medical Benefits. The detail of total administration expenses are as follows:

(Dollars in Millions)

	12/31/2024	12/31/2023	<i>Inc./(Dec.) from previous period</i>
Administrative Expenses	\$ 14.44	\$ 12.92	\$ 1.52
Actuarial Expenses	0.40	0.47	(0.07)
Business Continuity Expenses	0.68	0.61	0.07
Legal Expenses	0.89	0.85	0.04
Technology Expenses	2.01	1.01	1.00
401(h) Administrative Expenses	1.96	1.71	0.25
Total	\$ 20.38	\$ 17.57	\$ 2.81



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025
TO: Members of the Board of Retirement
FROM: Erica Haywood, Fiscal Services Officer *EH*
SUBJECT: Actual Cash and Forecast for the Year-Ended December 31, 2024

Executive Summary

ACERA liquidates cash from the plan’s invested assets on a monthly basis to meet its increasing financial obligations. To better manage assets, best practices recommend a robust cash forecast and analysis to understand, communicate, and manage the invested assets that fund ever-increasing pension liabilities and administrative expense obligations.

- Table 1 is a summary of the 2024 Cash Forecast vs Actual Cash year-end review;
- Table 2 is the annual cash forecast from January to December 2024, which will roll forward monthly as the year progresses; and,
- Tables 3 through 5 is the annualized, 5-year actual cash management information.

Table 1, below, is the Comparison between Cash Forecast and Actual Cash Position for the year-ended December 31, 2024:

Table 1 2024 Year-End Cash Forecast vs Actual Cash					
	Total Receipts		Total Disbursements		Negative Cash Position
Forecast	\$	441,460,699	\$	702,527,069	\$ (261,066,370)
Actual		443,227,280		725,008,342	(281,781,062)
Variance		(1,766,581)		(22,481,273)	20,714,693
Average*		34,099,838		60,519,419	(26,419,580)

Table 1 notes: *This is actual monthly average excluding the three-pay-period months because they cause inaccuracy with extreme fluctuation.

Table 2 Cash Forecast: Table 2 provides the current forecasted negative cash position for the period spanning January 2025 to December 2025. The average monthly negative cash position for the referenced period is \$25,630,698. Excluding the two three-pay-period months i.e., January 2025 and August 2025, annotated by an *. The year-over-year decreased in average monthly negative cash position compared to the same period in 2024 is \$788,882.

Table 2 Annual Cash Forecast from January 2025 to December 2025			
Month-Year	Total Receipts	Total Disbursements	Negative Cash Position
Jan-25*	\$ 53,823,177	\$ 62,125,121	\$ (8,301,944)
Feb-25	36,162,010	61,614,893	(25,452,883)
Mar-25	36,308,570	62,304,665	(25,996,095)
Apr-25	36,455,129	61,794,436	(25,339,307)
May-25	36,601,688	62,484,208	(25,882,520)
Jun-25	36,748,248	61,973,980	(25,225,732)
Jul-25	36,894,807	63,363,752	(26,468,945)
Aug-25*	55,362,050	62,173,524	(6,811,474)
Sep-25	37,187,926	62,863,295	(25,675,369)
Oct-25	37,334,485	62,353,067	(25,018,582)
Nov-25	37,481,045	63,042,839	(25,561,794)
Dec-25	37,627,604	63,313,357	(25,685,753)
Total	477,986,739	749,407,137	(271,420,398)
Average	\$ 36,880,151	\$ 62,510,849	\$ (25,630,698)

Table 2 notes: *These are three-pay-period months which are excluded from the average because they cause inaccuracy with extreme fluctuation.

Tables 3 through 5, below, provide a 5-year, annualized analysis of ACERA's cash management.

Table 3 5-Year Annual Cash Inflow			
Year	Total Contributions, Misc. Cash Receipts, etc.	Cash Draw from SSB**	Total Cash Inflow
2024	\$ 443,227,280	\$ 347,000,000	\$ 790,227,280
2023	414,899,787	355,000,000	769,899,787
2022	403,696,551	358,000,000	761,696,551
2021	415,814,788	278,500,000	694,314,788
2020	413,586,022	247,200,000	660,786,022

Table 3. Annualized inflow of total cash receipts. The Cash Draw from SSB, in the second column is the actual net cash drawn from ACERA's investment portfolio.

Table 4 5-Year Annual Cash Outflow			
Year	Retiree Payroll, Accounts Payable, ACERA Payroll, etc.	Cash Return to SSB**	Total Cash Outflow
2024	\$ 725,008,342	\$ 69,000,000	\$ 794,008,342
2023	695,633,991	76,000,000	771,633,991
2022	661,897,144	92,000,000	753,897,144
2021	626,589,116	64,700,000	691,289,116
2020	597,872,011	64,013,096	661,885,107

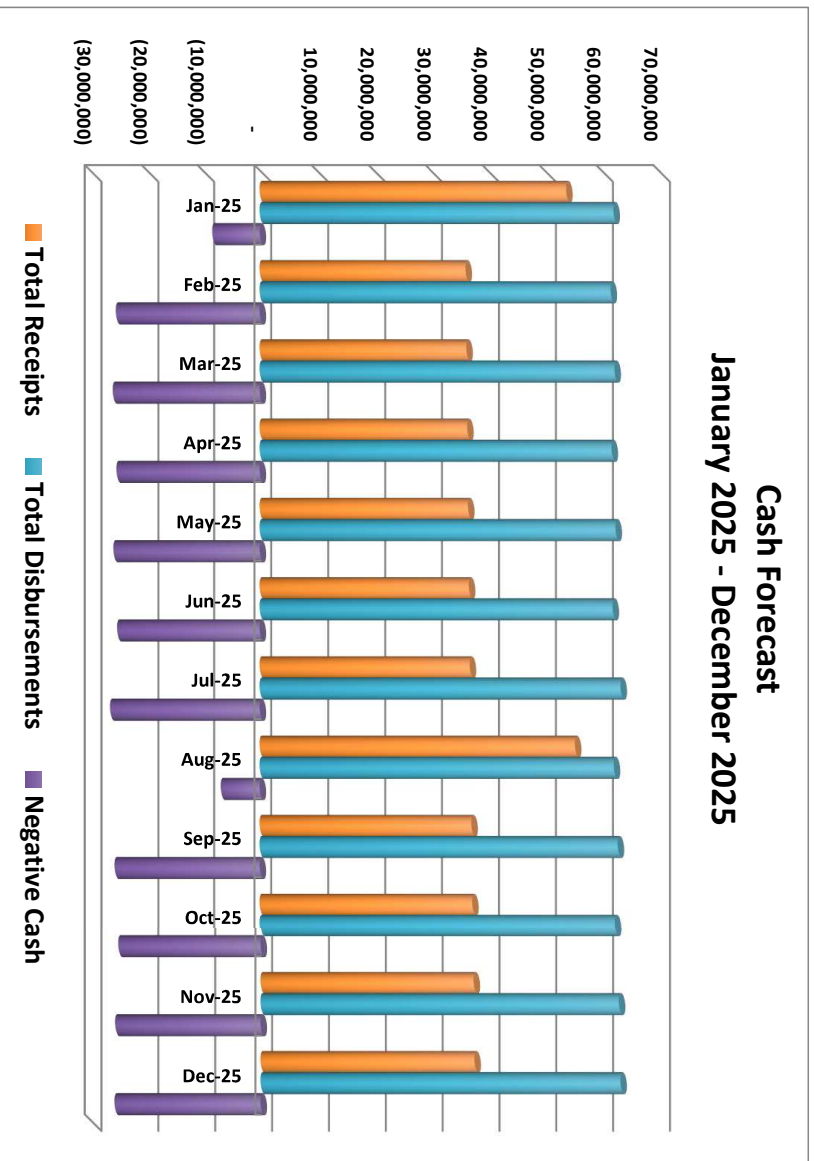
Table 4. Annualized outflow of retirement and benefit payments, accounts payable, and ACERA payroll. Excess cash (Cash Return to SSB column) is wired to the SSB H11A account.

Table 5 5-Year Annual Net Cash Position			
Year	Negative Cash	Net Cash Draw from SSB**	Variance
2024	\$ (281,781,062)	\$ 278,000,000	\$ (3,781,062)
2023	(280,734,204)	279,000,000	(1,734,204)
2022	(258,200,593)	266,000,000	7,799,407
2021	(210,774,327)	213,800,000	3,025,673
2020	(184,285,989)	183,186,904	(1,099,085)

Table 5. Annualized Negative Cash position and the SSB Net Cash Draw. Due to timing differences and end-of-year balance differences, the net cash draw can fluctuate several hundred-thousand dollars in a year-over-year comparison.

**State Street Bank (SSB)

Conclusion: This information is not meant to be statistically inferential in nature; but rather, it presents facts about ACERA's negative cash position on a 5-year annualized basis. Future analysis of this information can be undertaken to evaluate specific tendency; however, the current presentation is intended to provide a factual assessment of the actual cash draw down of ACERA's investment portfolio.





MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025

TO: Members of the Board of Retirement

FROM: Erica Haywood, Fiscal Services Officer *elt*

SUBJECT: Annual Board Conference and Training Expense Report for the Year Ended
December 31, 2024

Attached is the January 1, 2024 – December 31, 2024 Board conference and training expense report. As of December 31, 2024, reported expenses totaled \$100,689.

ACERA Trustees
Board Conference Expense Report
January 1, 2024 to
December 31, 2024

From	To	Attendee	Conference	Location	Total
05/07/24	05/10/24	Cynthia Baron	SACRS Spring Conference	Santa Barbara, CA	\$ 2,041
05/17/24	05/17/24	Cynthia Baron	CALAPRS Trustees Round Table	Virtual	\$ 50
08/26/24	08/29/24	Cynthia Baron	CALAPRS Principles of Pension Governance for Trustees	Tiburon, CA	\$ 3,086
10/17/24	10/18/24	Cynthia Baron	Nossaman Fiduciaries Forum	Berkeley, CA	\$ 1,218
11/12/24	11/15/24	Cynthia Baron	SACRS Fall Conference	Monterey, CA	\$ 1,028
Cynthia Baron Total					\$ 7,423
09/03/24	09/05/24	Elizabeth Rogers	ValueEdge Public Funds Forum	Laguna Beach, CA	\$ 5,861
Elizabeth Rogers total					\$ 5,861
04/15/24	04/17/24	George Wood	Pension Bridge Conference	Half Moon Bay, CA	\$ 138
05/05/24	05/08/24	George Wood	Milken Global Conference	Los Angeles, CA	\$ 9,054
11/12/24	11/15/24	George Wood	SACRS Fall Conference	Monterey, CA	\$ 1,066
George Wood Total					\$ 10,258
03/21/24	03/29/24	Henry Levy	PIMCO Conference and Berkeley Corporate + Climate	SF & Berkeley, CA	\$ 20
04/08/24	04/10/24	Henry Levy	Callan National Conference	San Francisco, CA	\$ 36
05/17/24	05/17/24	Henry Levy	CALAPRS Trustees Round Table	Virtual	\$ 50
06/03/24	06/04/24	Henry Levy	GIIN Conference: Transform Your Portfolio & West Coast Impact	San Francisco, CA	\$ 1,248
06/11/24	06/11/24	Henry Levy	California LP Summit	Dana Point, CA	\$ 1,385
07/10/24	07/11/24	Henry Levy	IMN ESG & Decarbonizing Real Estate Forum	Dana Point, CA	\$ 1,342
09/03/24	09/05/24	Henry Levy	ValueEdge Public Funds Forum	Laguna Beach, CA	\$ 995
10/11/24	10/11/24	Henry Levy	CALAPRS Trustees Round Table	San Jose, CA	\$ 1,470
10/17/24	10/18/24	Henry Levy	Nossaman Fiduciaries Forum	Berkeley, CA	\$ 750
11/12/24	11/13/24	Henry Levy	PEI Impact & Transition Investor Summit	New York, NY	\$ 2,106
11/12/24	11/15/24	Henry Levy	SACRS Fall Conference	Monterey, CA	\$ 120
Henry Levy Total					\$ 9,521
01/30/24	01/31/24	Jaime Godfrey	NEPC Conference	Tempe, AZ	\$ 963
02/26/24	02/27/24	Jaime Godfrey	Pension Bridge Private Credit Conference	Carlsbad, CA	\$ 1,099
03/18/24	03/20/24	Jaime Godfrey	Markets Group ALTSLA Conference	Los Angeles, CA	\$ 1,347
04/30/24	05/01/24	Jaime Godfrey	Institutional Investors Public Funds Round Table	Los Angeles, CA	\$ 831
05/07/24	05/10/24	Jaime Godfrey	SACRS Spring Conference	Santa Barbara, CA	\$ 1,911
05/17/24	05/17/24	Jaime Godfrey	CALAPRS Trustees Round Table	Virtual	\$ 50
07/10/24	07/11/24	Jaime Godfrey	IMN ESG & Decarbonizing Real Estate Forum	Dana Point, CA	\$ 2,116
11/12/24	11/15/24	Jaime Godfrey	SACRS Fall Conference	Monterey, CA	\$ 120
11/18/24	11/21/24	Jaime Godfrey	REIT World Conference	Las Vegas, NV	\$ 5,070
Jaime Godfrey Total					\$ 13,505
05/05/24	05/08/24	Kevin Bryant	Milken Global Conference	Los Angeles, CA	\$ 8,236
05/29/24	05/29/24	Kevin Bryant	NASP Financial Services Conference	Atlanta, GA	\$ 1,606
11/12/24	11/15/24	Kevin Bryant	SACRS Fall Conference	Monterey, CA	\$ 1,174
Kevin Bryant Total					\$ 11,015
05/05/24	05/08/24	Keith Carson	Milken Global Conference	Los Angeles, CA	\$ 8,514
11/12/24	11/15/24	Keith Carson	SACRS Fall Conference	Monterey, CA	\$ 1,890
12/05/24	12/06/24	Keith Carson	Milken Middle East & Africa Summit	Abu Dhabi, UAE	\$ 3,139
Keith Carson Total					\$ 13,543
03/27/24	03/29/24	Kellie Simon	CALAPRS Advanced Principles of Pension Governance for Trustees	Los Angeles, CA	\$ 3,660
05/07/24	05/10/24	Kellie Simon	SACRS Spring Conference	Santa Barbara, CA	\$ 2,259
05/17/24	05/17/24	Kellie Simon	CALAPRS Trustees Round Table	Virtual	\$ 50
07/14/24	07/17/24	Kellie Simon	SACRS UC Berkeley Program	Berkeley, CA	\$ 3,000
09/03/24	09/05/24	Kellie Simon	ValueEdge Public Funds Forum	Laguna Beach, CA	\$ 2,816
10/17/24	10/18/24	Kellie Simon	Nossaman Fiduciaries Forum	Berkeley, CA	\$ 750
11/12/24	11/15/24	Kellie Simon	SACRS Fall Conference	Monterey, CA	\$ 120
Kellie Simon Total					\$ 12,656
05/07/24	05/10/24	Ross Clippinger	SACRS Spring Conference	Santa Barbara, CA	\$ 1,537
11/12/24	11/15/24	Ross Clippinger	SACRS Fall Conference	Monterey, CA	\$ 933
Ross Clippinger Total					\$ 2,470
Ongoing		Tarrell Gamble	CAIA Conference	Virtual	\$ 395
01/30/24	01/31/24	Tarrell Gamble	NEPC Conference	Tempe, AZ	\$ 810
02/26/24	02/27/24	Tarrell Gamble	Pension Bridge Private Credit Conference	Carlsbad, CA	\$ 1,411
03/04/24	03/06/24	Tarrell Gamble	CII Conference	Washington, DC	\$ 2,080
03/13/24	03/14/24	Tarrell Gamble	SEO Alternative Investments Conference	New York, NY	\$ 2,300
03/18/24	03/20/24	Tarrell Gamble	Markets Group ALTSLA Conference	Los Angeles, CA	\$ 724
03/21/24	03/21/24	Tarrell Gamble	NASP Day of Education in Private Equity Conference	Los Angeles, CA	\$ 220
04/09/24	04/10/24	Tarrell Gamble	P&I Private Markets Conference	Chicago, IL	\$ 918
05/07/24	05/10/24	Tarrell Gamble	SACRS Spring Conference	Santa Barbara, CA	\$ 776
09/17/24	09/18/24	Tarrell Gamble	Carlye Global Investor Conference	Washington, DC	\$ 1,171
09/23/24	09/23/24	Tarrell Gamble	IMN Real Estate Forum	New York, NY	\$ 1,271
09/24/24	09/26/24	Tarrell Gamble	iDAC Global Summit	Broomfield, CO	\$ 1,184
11/12/24	11/15/24	Tarrell Gamble	SACRS Fall Conference	Monterey, CA	\$ 762
12/08/24	12/10/24	Tarrell Gamble	Opal Group Alternative Investing Summit	Dana Point, CA	\$ 414
Tarrell Gamble Total					\$ 14,437
GRAND TOTAL					\$ 100,689



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025

TO: Members of the Board of Retirement

FROM: Erica Haywood, Fiscal Services Officer *EHA*

SUBJECT: Annual SLT Conference and Training Expense Report for the Year Ended December 31, 2024

Attached is the January 1, 2024 – December 31, 2024 Senior Leadership Team conference and training expense report. As of December 31, 2024, reported expenses totaled \$56,259.

ACERA SLT
Conference and Training Expense Report
January 1, 2024 to December 31, 2024

From	To	SLT	Training or Conference	Conference Name	Amount
02/08/24	02/08/24	Dave Nelsen	Conference	CALARPS Administrator's Round Table	\$ 50
03/02/24	03/05/24	Dave Nelsen	Conference	CALAPRS General Assembly	\$ 1,644
04/22/24	04/24/24	Dave Nelsen	Conference	CALAPRS Management Academy	\$ 389
05/05/24	05/06/24	Dave Nelsen	Conference	SACRS CEO & Administrator's Forum	\$ 150
05/07/24	05/10/24	Dave Nelsen	Conference	SACRS Spring Conference	\$ 2,108
06/17/24	06/19/24	Dave Nelsen	Conference	NCPERS CEO Summit	\$ 2,707
06/21/24	06/21/24	Dave Nelsen	Conference	CALARPS Administrator's Round Table	\$ 633
09/25/24	09/27/24	Dave Nelsen	Conference	CALAPRS Administrator's Institute	\$ 2,500
11/12/24	11/15/24	Dave Nelsen	Conference	SACRS Fall Conference	\$ 967
12/05/24	12/05/24	Dave Nelsen	Conference	ACRE Holiday Luncheon	\$ 65
12/13/24	12/13/24	Dave Nelsen	Conference	CALAPRS Advanced Course	\$ 16
Trainings					
04/19/24	04/19/24	Dave Nelsen	Training	SACRS Legislative Update	\$ 24
07/18/24	07/18/24	Dave Nelsen	Training	SACRS Legislative Committee Meeting	\$ 21
Dave Nelsen Total					\$ 11,275
Conferences					
03/02/24	03/05/24	Lisa Johnson	Conference	CALAPRS General Assembly	\$ 1,821
05/07/24	05/10/24	Lisa Johnson	Conference	SACRS Spring Conference	\$ 1,322
Trainings					
01/01/24	12/31/24	Lisa Johnson	Training	AMA Training Annual Pass	\$ 3,495
03/11/24	03/12/24	Lisa Johnson	Training	AMA Business Certificate Program	\$ 6
Lisa Johnson Total					\$ 6,644
Conferences					
03/02/24	03/05/24	Carlos Barrios	Conference	CALAPRS General Assembly	\$ 1,732
05/07/24	05/10/24	Carlos Barrios	Conference	SACRS Spring Conference	\$ 1,550
		Carlos Barrios	Reclass	Adjustment	\$ (9)
07/30/24	08/02/24	Carlos Barrios	Conference	CAPPP Part I & II	\$ 5,640
09/15/24	09/18/24	Carlos Barrios	Conf/Train	43rd Annual ISCEBS Employee Benefits Symposium	\$ 3,479
11/12/24	11/15/24	Carlos Barrios	Conference	SACRS Fall Conference	\$ 1,153
12/05/24	12/05/24	Carlos Barrios	Conference	ACRE Holiday Luncheon	\$ 65
Trainings					
11/06/24	11/06/24	Carlos Barrios	Training	CALAPRS Intermediate Course	\$ 25
Carlos Barrios Total					\$ 13,635
Conferences					
05/11/24	05/11/24	Erica Haywood	Conference	Toastmaster's Conference	\$ 90
06/08/24	06/13/24	Erica Haywood	Conference	GFOA Annual Conference	\$ 3,575
11/12/24	11/15/24	Erica Haywood	Conference	SACRS Fall Conference	\$ 1,005
11/14/24	11/14/24	Erica Haywood	Conference	GFOA Annual Update	\$ 135
12/05/24	12/05/24	Erica Haywood	Conference	GAAP Annual Update	\$ 55
12/16/24	12/19/24	Erica Haywood	Conference	GFOA ACFR Training	\$ 1,990
		Erica Haywood	Conference	Credit (Airfare)	\$ (66)
Trainings					
01/09/24	01/11/24	Erica Haywood	Training	GFOA - Preparing an Annual Comprehensive Financial Report	\$ 420
02/14/24	02/14/24	Erica Haywood	Training	CA CPA Ethics & CA Rules & Regulations	\$ 155
12/16/24	12/19/24	Erica Haywood	Conference	GFOA ACFR Training	\$ 327
Erica Haywood Total					\$ 7,685

ACERA SLT
Conference and Training Expense Report
January 1, 2024 to December 31, 2024


From	To	SLT	Training or Conference	Conference Name	Amount
Conferences					
01/11/24	01/11/24	Harsh Jadhav	Conference	CalCPA Government Accounting & Audit	\$ 140
02/13/24	02/13/24	Harsh Jadhav	Conference	Cybersecurity Summit	\$ 54
05/07/24	05/10/24	Harsh Jadhav	Conference	SACRS Spring Conference	\$ 810
11/12/24	11/15/24	Harsh Jadhav	Conference	SACRS Fall Conference	\$ 474
Trainings					
01/18/24	01/18/24	Harsh Jadhav	Training	Compliance Week Webinar Training - Third Party Risk Management	\$ 399.00
01/23/24	12/31/24	Harsh Jadhav	Training	Lorman Education Services - Continuing Education	\$ 559.20
02/28/24	12/31/24	Harsh Jadhav	Training	CPE247 - Continuing Education	\$ 150.00
Various		Harsh Jadhav	Training	Excel University	\$ 1,699.00
Various		Harsh Jadhav	Training	Sequoia CPA Continuing Education	\$ 275.50
12/11/24	12/11/14	Harsh Jadhav	Training	CALAPRS Management Academy	\$ 72.63
Harsh Jadhav Total					\$ 4,632
Conferences					
02/09/24	02/09/24	Jeffrey Reiger	Conference	CALAPRS Attorneys Roundtable	\$ 50
05/07/24	05/10/24	Jeffrey Reiger	Conference	SACRS Spring Conference	\$ 1,172
11/12/24	11/15/24	Jeffrey Reiger	Conference	SACRS Fall Conference	\$ 821
05/24/24	05/24/24	Jeffrey Reiger	Conference	CALAPRS Attorneys Roundtable	\$ 50
Jeffrey Reiger Total					\$ 2,093
Conferences					
03/12/24	03/12/24	Vijay Jadhav	Conference	Copilot for Microsoft 365 Strategy Briefing	\$ 29.71
10/11/24	10/11/24	Vijay Jadhav	Conference	CALAPRS - IT Roundtable	\$ 300.00
Vijay Jagar Total					\$ 330
Conferences					
09/23/24	09/27/24	Sandra Dueñas	Conference	Hyland/OnBase Conference	\$ 3,567
11/12/24	11/15/24	Sandra Dueñas	Conference	SACRS Fall Conference	\$ 884
Sandra Dueñas Total					\$ 4,451
Conferences					
11/12/24	11/15/24	Jessica Huffman	Conference	SACRS Fall Conference	\$ 630
11/22/24	11/22/24	Jessica Huffman	Conference	ICMI Virtual Training	\$ 500
Jessica Huffman Total					\$ 1,129
Conferences					
11/12/24	11/15/24	Vicki Arruda	Conference	CALPERLA	\$ 2,114
Vicki Arruda Total					\$ 2,114
Conferences					
05/07/24	05/10/24	Betty Tse	Conference	SACRS Spring Conference	\$ 1,505
11/12/24	11/15/24	Betty Tse	Conference	SACRS Fall Conference	\$ 766
Betty TseTotal					\$ 2,271
Grand Total					\$ 56,259



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Approve Pay Code Grade 2 (D2) Certificate-CDPH – 40F as “Pensionable Compensation” – County of Alameda**

The County of Alameda (County) requested that the original determination of pay code Grade 2 (D2) Certificate-CDPH – 40F be reviewed to verify whether it remains the same. In February 2013, this pay code was determined to be “compensation earnable” for Tier 1 and Tier 2 members (Legacy) and excluded from “pensionable compensation” for Tier 4 members (PEPRA). This pay code established a footnote for additional compensation of 2% to be paid to employees in the job classification of Facilities Maintenance & Construction Supervisor (Job Code #4998M) who hold a valid Grade 2 Distribution (D-2) Certificate issued by the California Department of Public Health.

On October 19, 2011, the Zone 7 Board of Directors adopted the below Section 6.4 Incentive Compensation (Facilities Maintenance & Construction Supervisor):

“Any person occupying a position under Item 4998M, Facilities Maintenance & Construction Supervisor, holding a valid Grade 2 Distribution (D-2) Certificate issued by the California Department of Public Health shall receive an additional 2 per cent compensation.

In order to continue to receive the additional 2 per cent compensation for the D-2 Certificate, any person occupying a position under Item 4998M, must continue to hold a current D-2 Certificate; if this requirement is not met, the incentive compensation will terminate.

Zone 7 shall reimburse employees in the classification of 4998M, Facilities Maintenance & Construction Supervisor, who hold a D-2 Certificate for actual costs of the renewal. In order to receive reimbursement, employees must submit a proper reimbursement claim form with appropriate documentation (receipt of payment and certification).”

This pay code will apply to employees in the job classification of Facilities Maintenance & Construction Supervisor who hold valid Grade 2 Distribution (D-2) Certificates. Since the adoption of this incentive compensation, there has not been any employee who qualified for the additional compensation until recently. There could be any number of employees in this job classification who receive the pay, depending on how many have a valid D-2 Certificate at a time.

Staff and Chief Counsel reviewed the information provided by the County, and confirmed the original determination that this pay code qualifies as “compensation earnable” under Government Code Section 31461 (for Legacy members). This pay code clearly meets the definition of

“compensation earnable” because it is paid in cash to the member, it is not paid for overtime and it does not fall under any of the express exclusions in Section 31461.

It is unclear why this pay code was previously excluded from “pensionable compensation” but it may have been the case that the County previously expected no more than one employee in the classification to be eligible for the pay code. In any event, the pay code has never been used.

Under ACERA’s historical practices implementing Section 7522.34, regular extra pay for holding a certification has been included in “pensionable compensation” if there are at least two employees in a classification who may receive that extra pay. Here, it is possible, but not certain, that at least two employees in this classification will receive the extra pay.

The Chief Counsel recommends this pay for inclusion in “pensionable compensation.” To qualify as “pensionable compensation,” the pay must be paid to “similarly situated members of the same group or class of employment.” Here, the “similarly situated member” would be a member of the same class who obtains the certification. If two members of the same class receive the pay, they would have a strong case for inclusion of the pay in their “pensionable compensation” when they retire, so it makes sense to collect contributions on the additional pay for sound funding. Further, this kind of pay is similar to other types of pay that ACERA regularly includes in “pensionable compensation” and is not likely to be subject to manipulation or abuse. The Chief Counsel and the Chief Executive Officer have made similar recommendations in the past when it was possible, but not certain, that two or more employees in a class would receive certain pay.

The two relevant Government Code sections are attached for the Board’s reference.

Staff informed the County that its determination will be included on the Board’s Consent Calendar for its February 20, 2025 meeting. If this item is not pulled from the Consent Calendar for discussion, then the Board will approve Staff’s determination that pay code Grade 2 (D2) Certificate-CDPH – 40F is “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members), and that it will continue to be included as “compensation earnable” under Government Code Section 31461 (for Legacy members).

Attachments

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO 11-4128

INTRODUCED BY DIRECTOR STEVENS
SECONDED BY DIRECTOR PALMER

Amendment to Appendix A, Footnote to Salary Schedule 6.4

BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby approve the attached amendment to Appendix A, Footnotes to Salary Schedules Section 6.4 – *Incentive Compensation (Facilities Maintenance & Construction Supervisor)* to the salary schedules contained in the Memorandum of Understanding with the Alameda County Management Employees Association; and

BE IT FURTHER RESOLVED that Footnotes Section 6.4 shall be effective for the period October 19, 2011; and

BE IT FURTHER RESOLVED that the General Manager of Zone 7 is hereby authorized and directed to execute this amendment; and

BE IT FURTHER RESOLVED that the Auditor-Controller of Alameda County is authorized and directed to draw the necessary payroll warrants from Zone 7 funds in accordance with the amended Footnotes.

ADOPTED BY THE FOLLOWING VOTE:

AYES: DIRECTORS FIGUERS, GRECI, MACHAEVICH, MOORE, PALMER, QUIGLEY, STEVENS

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

I certify that the foregoing is a correct copy of a resolution
Adopted by the Board of Directors of Zone 7 of Alameda
County Flood Control and Water Conservation District on

October 19, 2011

By _____

S. Figuers

President, Board of Directors

SECTION 6.4 INCENTIVE COMPENSATION
(Facilities Maintenance & Construction Supervisor)

Any person occupying a position under Item 4998M, Facilities Maintenance & Construction Supervisor, holding a valid Grade 2 Distribution (D-2) Certificate issued by the California Department of Public Health shall receive an additional 2 per cent compensation.

In order to continue to receive the additional 2 per cent compensation for the D-2 Certificate, any person occupying a position under Item 4998M, must continue to hold a current D-2 Certificate; if this requirement is not met, the incentive compensation will terminate.

Zone 7 shall reimburse employees in the classification of 4998M, Facilities Maintenance & Construction Supervisor, who hold a D-2 Certificate for actual costs of the renewal. In order to receive reimbursement, employees must submit a proper reimbursement claim form with appropriate documentation (receipt of payment and certification).

Adopted:

Gov. Code Sec. 31461. (a) "Compensation earnable" by a member means the average compensation as determined by the board, for the period under consideration upon the basis of the average number of days ordinarily worked by persons in the same grade or class of positions during the period, and at the same rate of pay. The computation for any absence shall be based on the compensation of the position held by the member at the beginning of the absence. Compensation, as defined in Section 31460, that has been deferred shall be deemed "compensation earnable" when earned, rather than when paid.

(b) "Compensation earnable" does not include, in any case, the following:

(1) Any compensation determined by the board to have been paid to enhance a member's retirement benefit under that system. That compensation may include:

(A) Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member, and which was converted to and received by the member in the form of a cash payment in the final average salary period.

(B) Any one-time or ad hoc payment made to a member, but not to all similarly situated members in the member's grade or class.

(C) Any payment that is made solely due to the termination of the member's employment, but is received by the member while employed, except those payments that do not exceed what is earned in each 12-month period during the final average salary period regardless of when reported or paid.

(2) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, in an amount that exceeds that which may be earned in each 12-month period during the final average salary period, regardless of when reported or paid.

(3) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(4) Payments made at the termination of employment, except those payments that do not exceed what is earned in each 12-month period during the final average salary period, regardless of when reported or paid.

Gov. Code Sec. 7522.34. (a) "Pensionable compensation" of a new member of any public retirement system means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(b) Compensation that has been deferred shall be deemed pensionable compensation when earned rather than when paid.

(c) "Pensionable compensation" does not include the following:

(1) Any compensation determined by the board to have been paid to increase a member's retirement benefit under that system.

(2) Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member and which was converted to and received by the member in the form of a cash payment.

(3) Any one-time or ad hoc payments made to a member.

(4) Severance or any other payment that is granted or awarded to a member in connection with or in anticipation of a separation from employment, but is received by the member while employed.

(5) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.

(6) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(7) Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.

(8) Compensation for overtime work, other than as defined in Section 207(k) of Title 29 of the United States Code.

(9) Employer contributions to deferred compensation or defined contribution plans.

(10) Any bonus paid in addition to the compensation described in subdivision (a).

(11) Any other form of compensation a public retirement board determines is inconsistent with the requirements of subdivision (a).


(12) Any other form of compensation a public retirement board determines should not be pensionable compensation.



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Exclusion of Pay Item/Code from “Compensation Earnable” and “Pensionable Compensation” – County of Alameda**

The County of Alameda (County) requested that pay item/code Supervising Eligibility Technician 4-6 Hour Shift – 833 be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation.” This pay code established a provision for compensation of 5% of base pay to be paid to employees in the job classification of Supervising Eligibility Technician (Job Code 1473) in the Social Services Agency when assigned to work specified additional hours beyond their regular 40-hour workweek to supervise staff who are working overtime on Saturdays to complete open/pending benefit applications and renewals.

On November 8, 2024, the Board of Supervisors approved adding the below Subsection 3-18.48 to Article 3, Section 3-18 of the County of Alameda Salary Ordinance.

“3-18.48 – Effective January 5, 2025, not to exceed two (2) employees in job code 1473 per week who are each assigned to work at least one (1)-four (4) to six (6) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent (5.0%) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent (5.0%) in any pay period. Assignments for working an additional four (4) to six (6) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six (6) month pilot program (“Pilot”) and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.”

Staff and Chief Counsel reviewed the required supporting documentation (attached) and made the determination that the pay code does not qualify as “compensation earnable” under Government Code Section 31461 (for Legacy members), or “pensionable compensation” under Government Code Section 7522.34 (for PEPRA members).

Payments for overtime are excluded from both “compensation earnable” (Government Code Section 31461(b)(3)); *Ventura County Deputy Sheriffs' Assn. v. Board of Retirement* (1997) 16 Cal.4th 483, 504) and “pensionable compensation” (Government Code Section 7522.34(c)(6)(8)). The two relevant Government Code sections are attached.

Staff informed the County that its determination will be included on the Board’s Consent Calendar for its February 20, 2025 meeting. If this item is not pulled from the Consent Calendar for discussion, then the Board will approve Staff’s determination to exclude pay item/code Supervising Eligibility Technician 4-6 Hour Shift – 833 from “compensation earnable” under

Exclusion of Pay Item/Code from “Compensation Earnable” and “Pensionable Compensation” – County of Alameda (continued)
February 20, 2025
Page 2 of 2

Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRA members).

Attachments



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

REQUEST FOR ACERA'S REVIEW OF A NEW PAY ITEM/CODE

Employer Name:	County of Alameda
Date of Request	12/19/24
Employer Department Submitting the Request	Auditor-Controller's Agency
Contact Person/Employer (include title/position)	Stephanie Tsurumoto
Contact Person Telephone incl area code	(510)272-6581
Contact Person Email address	stephanie.tsurumoto@acgov.org
Pay Item Name (and code Number)	Suprv Elig Tech 4-6 Hr Shift – 833
Pay Item Effective Date per authorization:	01/05/25
State if additional documentation is attached	Yes – Board Letter

NOTE: The following information is required before ACERA can review and respond to the request. To meet ACERA's requirements, please provide substantive responses below or on a separate paper and return, with this form, all of the supporting documentation prior to issuing (paying) the pay item to any employee who is an ACERA member.

1. State the job classification of employees eligible for the pay item (i.e. Job Code 0499-Nurse Practitioners II may receive this pay item)

RESPONSE #1: 1473 – Supervising Eligibility Technician

2. State employment status of employees eligible to receive the pay item (i.e. full time employees, part time employees)

RESPONSE #2: Full Time

3. State the number of members or employees who are eligible to receive the pay item (i.e. all members or employees in a job classification eligible to receive the pay item, or "not to exceed one employee")

RESPONSE #3: Not to exceed 2 employees in Job Code 1473 per week. The maximum compensation an employee can receive is 5%

4. State whether pay item is for overtime or regular base pay

RESPONSE #4: Overtime

5. State whether pay item is calculated as a fixed amount or percentage of the base pay

RESPONSE #5: 5% of Base Pay

6. State whether the pay item is paid one time (i.e. incentive pay, referral pay, bonus, award)

RESPONSE #6: Bi Weekly

7. State whether the pay item is an ad hoc payment (i.e, stipend, payment for attending a meeting during the working hours, payment for attending a meeting during non-working hours)

RESPONSE #7: No

8. State whether the pay item is a reimbursement (i.e., car allowance, housing allowance, uniform allowance, mileage payment, cell phone allowance)

RESPONSE #8: No

9. State regular working hours of the employees who will receive the pay item (i.e., 37.5 hour workweek employees, 40 hour workweek employees)

RESPONSE #9: 40.0 Hour Workweek

10. State whether pay item is for work performed outside of the regular workweek (i.e., payment for work or services performed outside of the employee's 37.5 hour workweek, or outside the employee's 40 hour workweek)

RESPONSE #10: Yes

11. State whether the pay item if for deferred compensation

RESPONSE #11: No

12. State whether the pay item is for retro payments

RESPONSE #12: No

13. State whether the pay item is for accrued unused leaves (i.e., sick leave, annual leave, floating holiday, vacation, comp time)

RESPONSE #13: No

14. State whether the payment is compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member or employee

RESPONSE #14: No

15. State whether the payment is severance or other payment in connection with or in anticipation of a separation from employment (and state if this payment is made while employee is working)

RESPONSE #15: No

16. State whether the pay item is paid in one lump sum or biweekly (or over some other time period-monthly, quarterly, annually)

RESPONSE #16: Biweekly

17. State the basis for eligibility for the pay item (i.e., certification of completion of training program conducted by an accredited university, or employee assigned as supervisor of badge distribution)

RESPONSE #17: Board Letter/Salary Ordinance

- iii. Article 3, Section 3-18 (Social Services Agency), to add two new subsections 3-18.48 and 3-18.49, to establish two footnotes of: 1) five percent of base pay for employees in the classification of Supervising Eligibility Technician Job Code (JC) 1473, and 2) seven and one-half percent of base pay for employees in the classification of Child Welfare Supervisor (JC 6750), respectively, when said employees are assigned to work specified additional hours beyond their regular 40-hour workweek for a limited pilot period, effective 1/5/25; and

The County will implement two (2) limited-term pilot programs ("Pilot") focused on reducing the open/pending applications/renewals and cases/referrals in the Social Services Agency ("SSA")'s Departments of Workforce and Benefits Administration ("WBA"), and Children and Family Services ("CFS"), respectively. During the Pilot, employees in the classification of Supervising Eligibility Technician (JC 1473) may be assigned on a voluntary basis to work an established four (4) to six (6) additional hours beyond the regular workweek for the purposes of supervising employees who are working overtime on Saturdays to complete open/pending applications and renewals in WBA. Employees in the classification of Child Welfare Supervisor (JC 6750) may be assigned on a voluntary basis to work an established eight (8) additional hours beyond their regular workweek for the purposes of reviewing and closing open/pending cases or referrals in CFS.

3-18.48 – Effective **January 5, 2025**, not to exceed two (2) employees in job code 1473 per week who are each assigned to work at least one (1)-four (4) to six (6) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent (5.0%) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent (5.0%) in any pay period. Assignments for working an additional four (4) to six (6) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six (6) month pilot program ("Pilot") and will automatically sunset and be deleted from the Salary Ordinance on **July 5, 2025** unless such Pilot is extended at the sole discretion of the Director of Social Services.



Lakeside Plaza Building
1401 Lakeside Drive, Suite 500
Oakland, CA 94612-4305
TDD: (510) 272-3703

REVISED

December 10, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: ADOPT: 1) IFPTE, LOCAL 21 FOR REPRESENTATION UNITS S-06 AND S-25 PACE MOU; AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE ARTICLE 1, SECTION 1-1, SUBSECTION 1-1.1; ARTICLE 3, SECTION 3-18 (SOCIAL SERVICES AGENCY) SUBSECTION 3-18.25, AND TO ADD NEW SUBSECTIONS 3-18.48 AND 3-18.49; AND ARTICLE 7, SECTION 7-5. (PAID LEAVE)

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the June 23, 2024 through July 3, 2027 Memorandum of Understanding (“MOU”) between the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees (“PACE”) and the County of Alameda (“County”); and
- B. Adopt Salary Ordinance amendments to update:
 - i. Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications in Representation Units S-06 and S-25;
 - ii. Article 3, Section 3-18 (Social Services Agency), subsection 3-18.25, to increase the compensation for the 24-Hour Shift and After-Hours Shift by sixty dollars (\$60.00) and forty dollars (\$40.00), respectively, effective January 5, 2025;
 - iii. Article 3, Section 3-18 (Social Services Agency), to add two (2) new subsections 3-18.48 and 3-18.49, to establish two (2) footnotes of: 1) five percent (5%) of base pay for employees in the classification of Supervising Eligibility Technician (“SET”) (Job Code (“JC”) 1473), and 2) seven and one-half percent (7.5%) of base pay for employees in the classification of Child Welfare Supervisor (“CWS”) (JC 6750), respectively, when said employees are assigned to work specified additional hours beyond their regular 40-hour workweek for a limited pilot period, effective January 5, 2025; and
 - iv. Article 7, Section 7-5. (Paid Leave) by deleting references related to PACE as the provision in said Section is incorporated in the MOU, including some non-substantive cleanup language.

DISCUSSION/SUMMARY:

The PACE MOU expired as of June 22, 2024; however, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the collective bargaining process. In an effort to reach an agreement on a successor MOU, representatives of the County and representatives of PACE (collectively, the “Parties”) held 16 negotiating sessions beginning March 7, 2024. On

November 8, 2024, the Parties reached tentative comprehensive agreement on a successor MOU and on November 26, 2024, PACE ratified the comprehensive agreement.

As such, staff recommends that your Board adopt an Ordinance approving the June 23, 2024 through July 3, 2027 MOU between the Parties. This successor MOU includes the updated provisions outlined in the attached Summary of Significant Negotiated Terms.

Furthermore, staff recommends updates to the Salary Ordinance as follows: 1) Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to reflect the negotiated wage increases and applicable special salary adjustments for the classifications in Representation Units S-06 and S-25; 2) Article 3, Section 3-18. (Social Services Agency), subsection 3-18.25 to increase the compensation of the 24-Hour Shift and After-Hours Shift when employees in the classification of CWS (JC 6750) are assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage, with the 24-Hour Shift compensated \$490 per 24-hour shift and \$200 per after-hours shift effective January 5, 2025; 3) add two (2) new subsections to Article 3, Section 3-18, 3-18.48 to establish a footnote of five percent (5%) of base pay, not to exceed two (2) employees in the classification of SET (JC 1473), when assigned to work a shift of four (4) to six (6) hours, beyond their regular 40-hour workweek to supervise staff who are working overtime on Saturdays to complete open/pending applications and renewals, and 3-18.49 to establish a footnote of seven and one-half percent (7.5%) of base pay, not to exceed eight (8) employees in the classification of CWS (JC 6750), when assigned to work eight (8) additional hours beyond their regular 40-hour workweek for the purpose of reviewing and closing open/pending cases, for limited pilot period effective January 5, 2025; and 4) Article 7, Section 7-5. (Paid Leave) items A. and B. to delete reference related to PACE as the provision in said Section is incorporated in the successor MOU, including some non-substantive cleanup language.

SELECTION CRITERIA:

N/A


FINANCING:

Funds are available in the 2024-2025 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

VISION 2026 GOAL:

The recommendations meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

DocuSigned by:

24C63D8E074A48D...
Margarita Zamora, Director
Human Resource Services

cc: CAO
Auditor-Controller
County Counsel
Director, Social Services Agency
Director, Alameda County Health

IFTPE, Local 21 Representation Units S-06 and S-25 PACE
Summary of Significant Negotiated Terms
June 23, 2024 through July 3, 2027

MOU Section	Summary of Change															
Preamble	Term: June 23, 2024 through July 3, 2027 (3 years)															
6.E. Health and Welfare, Share the Savings	<p>Effective Plan Year ("PY") 2026, increase Share the Savings by \$50/month for each tier:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #c8e6c9;">Tier</th> <th style="background-color: #c8e6c9;">Current Monthly Stipend</th> <th style="background-color: #c8e6c9;">2026 Monthly Stipend</th> </tr> </thead> <tbody> <tr> <td>Employees who decline all medical coverage</td> <td style="text-align: center;">\$250</td> <td style="text-align: center;">\$300</td> </tr> <tr> <td>Employees who decline Family coverage and elect Single coverage.</td> <td style="text-align: center;">\$200</td> <td style="text-align: center;">\$250</td> </tr> <tr> <td>Employees who decline Family coverage and elect 2-Party coverage.</td> <td style="text-align: center;">\$150</td> <td style="text-align: center;">\$200</td> </tr> <tr> <td>Employees who decline 2-Party coverage and elect Single coverage.</td> <td style="text-align: center;">\$150</td> <td style="text-align: center;">\$200</td> </tr> </tbody> </table>	Tier	Current Monthly Stipend	2026 Monthly Stipend	Employees who decline all medical coverage	\$250	\$300	Employees who decline Family coverage and elect Single coverage.	\$200	\$250	Employees who decline Family coverage and elect 2-Party coverage.	\$150	\$200	Employees who decline 2-Party coverage and elect Single coverage.	\$150	\$200
Tier	Current Monthly Stipend	2026 Monthly Stipend														
Employees who decline all medical coverage	\$250	\$300														
Employees who decline Family coverage and elect Single coverage.	\$200	\$250														
Employees who decline Family coverage and elect 2-Party coverage.	\$150	\$200														
Employees who decline 2-Party coverage and elect Single coverage.	\$150	\$200														
7.A Wages	<ul style="list-style-type: none"> 6% effective March 2, 2025 5% effective March 1, 2026 4% effective February 28, 2027 															
7.B. Special Adjustment	<p>For Child Welfare Supervisor ("CWS") (JC 6750):</p> <ul style="list-style-type: none"> 4% effective March 2, 2025 1% effective March 1, 2026 															
8.A. Bilingual Pay	<p>Effective January 5, 2025, increase Bilingual Pay by \$5/pay period for each tier:</p> <ul style="list-style-type: none"> One language: \$60 Three languages: \$65 															
8.B. Longevity Pay	<p>Effective January 5, 2025, establish Longevity Pay of:</p> <ul style="list-style-type: none"> 1% at 10-years of service 1% at 20-years of service, for a total of 2% at 20 YOS 															
9. Educational Stipend	<p>Effective January 5, 2025, establish a Professional Incentive Pool of:</p> <ol style="list-style-type: none"> 1) Up to \$1000 per employee per fiscal year; 2) With a maximum County liability not to exceed \$20,000 per fiscal year, and 3) Unexpended funds, not to exceed \$5,000, to carry over to the following fiscal year. 															
11.J. Personal Leave	Effective January 5, 2025, increase from two (2) days to three (3) days.															
16.D. Reimbursement for Property Damage	Update language to add clarity and align with County Risk Management Unit's process of reimbursement for loss/damage of privately owned vehicles.															
Side Letter: Travel Meal Reimbursement	<ul style="list-style-type: none"> Allow CWS (JC 6750) who are required to make home visits outside of the County to be reimbursed for food items designated as meals, including snacks purchased in lieu of a meal, and meals purchased at a grocery store. Within 30 days after PACE's ratification of the MOU, provide policy on travel meal reimbursement and offer meet and confer to PACE. 															
Side Letter: Footnote for Additional Work Hours	<p>Effective January 5, 2025, implement pilot program to provide a footnote of:</p> <ul style="list-style-type: none"> 5% for Supervising Edibility Technicians when assigned to work four (4) to six (6) hour shifts on Saturdays, beyond their 40-hour workweek, to supervise staff who are processing pending applications/renewals. 7.5% for Child Welfare Supervisors when assigned to work eight (8) additional hours per pay period to review/close pending cases. 															
Throughout	Non-substantive cleanup (i.e., remove gendered pronouns, spell out numbers) throughout MOU.															

SECOND READING - CONTINUED FROM 12/10/24

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

Ordinance No.

AN ORDINANCE APPROVING THE
JUNE 23, 2024 THROUGH JULY 3, 2027 MEMORANDUM OF UNDERSTANDING
WITH THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
FOR REPRESENTATION UNITS S-06 AND S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

The June 23, 2024 through July 3, 2027 Memorandum of Understanding between the County of Alameda negotiators and the International Federation of Professional and Technical Engineers, Local 21 Professional Association of County Employees applicable to employees in Representation Units S-06 and S-25, is hereby approved and incorporated herein by reference.

SECTION II

This ordinance shall take effect immediately, and before the expiration of fifteen (15) days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2024 – 2025
COUNTY OF ALAMEDA SALARY ORDINANCE

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

Article 1, Section 1-1, Subsection 1-1.1 of the County of Alameda Salary Ordinance is hereby amended thereto of the following job codes, titles and salaries effective as shown below:

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
1473	SM	Supervising Eligibility Technician						X
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60	
		03/02/2025	3800.00	3976.00	4173.60	4385.60	4606.40	
		03/01/2026	3990.40	4175.20	4382.40	4604.80	4836.80	
		02/28/2027	4150.40	4342.40	4557.60	4788.80	5030.40	
1474	SM	Veterans Service Officer						X
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60	
		03/02/2025	3910.40	4104.80	4306.40	4516.00	4737.60	
		03/01/2026	4105.60	4310.40	4521.60	4741.60	4974.40	
		02/28/2027	4269.60	4483.20	4702.40	4931.20	5173.60	
1498	SM	Patient Services Supervisor						X
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20	
		03/02/2025	3585.60	3756.00	3944.00	4140.80	4353.60	
		03/01/2026	3764.80	3944.00	4141.60	4348.00	4571.20	
		02/28/2027	3915.20	4101.60	4307.20	4521.60	4754.40	
6735	SM	Licensing Evaluator Supervisor						X
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80	
		03/02/2025	3871.20	4051.20	4245.60	4452.80	4660.80	
		03/01/2026	4064.80	4253.60	4457.60	4675.20	4893.60	
		02/28/2027	4227.20	4424.00	4636.00	4862.40	5089.60	
6736	PA	Client Advocate						X
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40	
		03/02/2025	4000.80	4203.20	4410.40	4630.40	4870.40	
		03/01/2026	4200.80	4413.60	4631.20	4861.60	5113.60	
		02/28/2027	4368.80	4590.40	4816.80	5056.00	5318.40	
6738	PA	Appeals Officer						X
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00	
		03/02/2025	4011.20	4214.40	4420.00	4640.80	4880.00	
		03/01/2026	4212.00	4424.80	4640.80	4872.80	5124.00	
		02/28/2027	4380.80	4601.60	4826.40	5068.00	5328.80	
6284	MA	Supervising Child Care Worker						X
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60	
		03/02/2025	3152.80	3305.60	3472.80	3633.60	3821.60	
		03/01/2026	3310.40	3471.20	3646.40	3815.20	4012.80	
		02/28/2027	3443.20	3610.40	3792.00	3968.00	4173.60	
6739	SM	Supervising Appeals Officer						X

Job Code	MC	Classification Title					FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00
		03/02/2025	4662.40	4886.40	5120.00	5388.00	5656.00
		03/01/2026	4895.20	5130.40	5376.00	5657.60	5939.20
		02/28/2027	5091.20	5336.00	5591.20	5884.00	6176.80
6750	MA	Child Welfare Supervisor					X
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60
		03/02/2025	4720.00	4958.40	5196.80	5432.00	5699.20
		03/01/2026	5005.60	5258.40	5511.20	5760.80	6044.00
		02/28/2027	5205.60	5468.80	5732.00	5991.20	6285.60

SECTION II

Article 3, Section 3-18 (Social Services Agency), of the County of Alameda Salary Ordinance is hereby amended to read as follows:

3-18.25 – 24-Hour Shift: Employees in Job Code 6750, when assigned to the Emergency Response Unit (“ERU”) to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to their regular assignment, shall be compensated as follows:

Effective January 13, 2019: three hundred thirty dollars (\$330) per 24-hour shift.

Effective June 1, 2022: four hundred thirty dollars (\$430) per 24-hour shift.

[Effective January 5, 2025: four hundred ninety dollars \(\\$490\) per 24-hour shift.](#)

After-Hours Shift: An after-hours shift shall be defined as a weekday shift during which no less than two-thirds of the hours worked fall between 10:00 p.m. and 8:00 a.m., beginning Monday and ending Saturday morning. Employees in Job Code 6750, when assigned to the ERU to provide coverage for emergency calls in lieu of on-site coverage for an after-hours shift, in addition to their regular assignment, shall be compensated as follows:

Effective January 13, 2019: eight-five dollars (\$85) per after-hours shift.

Effective June 1, 2022: one hundred sixty dollars (\$160) per after-hours shift.

[Effective January 5, 2025: two hundred dollars \(\\$200\) per after-hours shift.](#)

If no employee volunteers to provide coverage for either a 24-hour or an after-hours shift, management will assign employees to provide coverage for the uncovered shift in order of inverse seniority in the classification of all employees in Job Code 6750. No employee shall be required to provide coverage for any shift without first having received a minimum of eight (8) hours of training on supervisory tasks and responsibilities as ERU backup.

[3-18.48 – Effective January 5, 2025, not to exceed two \(2\) employees in job code 1473 per week who are each assigned to work at least one \(1\)-four \(4\) to six \(6\) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent \(5.0%\) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent \(5.0%\) in any pay period. Assignments for working an additional four \(4\) to six \(6\) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six \(6\) month pilot program \(“Pilot”\) and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.](#)

[3-18.49 - Effective January 5, 2025, not to exceed eight \(8\) employees in job code 6750 who are assigned to work at least eight \(8\) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to](#)

[review and close pending referral cases, shall be compensated an additional seven and one-half percent \(7.5%\) of the biweekly base pay. This provision is a two \(2\) month pilot program \("Pilot"\) and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.](#)

SECTION III

Article 7, Section 7-5 (Paid Leave) of the County of Alameda Salary Ordinance is hereby amended to read as follows:

This plan recognizes that the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek by allowing employees paid leave of absence in each calendar year, as follows:

A. Exempt M-designated employees. (BOS approved amendment [3/26/19](#))

1. Each exempt unrepresented employee, who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven days of paid leave of absence in each calendar year in recognition of time worked in excess of the normal County workweek, to be scheduled by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

2. Additionally, each exempt employee represented by the ACMEA in Representation Units R15, R44, R45, R48, R49, and R50; ACMEA in Representation Units 029 [and](#) 075; ~~and the Professional Association of County Employees in Representation Units S06 and S25~~, who is an executive, administrative, or professional employee exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven (7) days of paid leave of absence in each calendar year to be scheduled by the employee, subject to the approval of the Agency/Department Head, and to be taken only within that calendar year. (BOS approved [10/10/23](#))

3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 4.67 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work.

B. Non-exempt M-designated employees. (BOS approved amendment [3/26/19](#))

1. Each non-exempt unrepresented management employee shall receive three days of paid leave of absence in each calendar year to be scheduled by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

2. Additionally, each non-exempt M-designated employee represented by ACMEA in Representation Units R15, R44, R45, R48, R49, and R50; represented by ACMEA in Representation Unit 029 [and](#) 075; ~~represented by the Professional Association of County Employees in Representation Units S06 and S25~~; and employees represented by the Civil Engineers Management Unit in Representation Unit 030 shall receive three days of paid management leave of absence in each calendar year to be selected by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 2.0 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work.

SECTION IV

This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

MEMORANDUM OF UNDERSTANDING

Between the

International Federation of Professional and
Technical Engineers, Local 21, AFL-CIO

For Representation Units S-06 and S-25
Professional Association of County Employees



and the
County of Alameda



June 23, 2024 – July 3, 2027

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**2024 - 2027
MEMORANDUM OF UNDERSTANDING
BETWEEN THE IFPTE, LOCAL 21
FOR REPRESENTATION UNITS S-06 AND S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE
COUNTY OF ALAMEDA**

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2024 - 2027
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
IFPTE, LOCAL 21
FOR REPRESENTATION UNITS S-06 and S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE COUNTY OF ALAMEDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County" and the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County for those conditions of employment to be in effect during the period June 23, 2024 through July 3, 2027, for those employees working in the representation units referred to and further described in Section 1. (Recognition), below.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time and part-time, permanent, and probationary employees in those classifications included in Representation Units S-06 and S-25 specifically enumerated in Appendices A-1 (Salaries Unit S-06) and A-2 (Salaries Unit S-25) of this MOU.

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification that may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly created Civil Service classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the department head panel as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator who is agreed upon by all parties to the disagreement shall decide the matter. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

SECTION 2. NO DISCRIMINATION

2.A. DISCRIMINATION PROHIBITED. No person in the classified Civil Service shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, age, race, color, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical condition, military and veteran status, or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Employment Discrimination Complaint Procedures contained in Appendix C, which is incorporated by reference to this MOU, and shall be excluded from the Grievance Procedure.

- 2.B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.
- 2.C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Employment Discrimination Complaint Procedures referenced in Appendix C during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY

- 3.A. NOTICE OF RECOGNIZED UNION.** When an employee is hired into a classification represented by the Union, the County shall notify the employee that the Union is the recognized exclusive bargaining agent. The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation units and the name and address of the Union.
- 3.B. AUTOMATIC PAYROLL DEDUCTIONS AND REMITTANCE.** Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the County will deduct the appropriate dues and/or fees, as established and as may be changed from time to time by the Union, from the employee's pay, and remit such dues and/or fees to the Union. Employee requests to cancel or change such deductions must be directed to the Union, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

No later than December 1st of each year, the County shall provide to the Union the County's official annual calendar showing paydays for the following year. The Union will provide the County with written notice of each employee deduction authorization and/or revocation on or before Monday of a non-payday week. The effective date of the deductions and/or revocations of any existing authorizations for employees shall be the payday Friday following the Union's notification to the County of the deduction authorization or revocation.

- 3.C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3. (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be

required to pay from its own funds Union dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. UNION STEWARDS

4.A. PURPOSE. The County recognizes the need and affirms the right of the Union to designate stewards of the Union from among employees in the unit. It is agreed that the Union in appointing such stewards does so for the purpose of promoting effective working relationships.

4.B. ROLE OF THE UNION STEWARD. The County recognizes the right of the Union to represent employees in connection with grievances that arise under Section 14. (Grievance Procedure).

The steward recognizes the fact that the supervisor is the key person in the Agency/Department and understands that the steward's Union representation function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, County or Agency/Department policy.

4.C. SELECTION OF STEWARDS. The Union shall designate the method of selection of stewards. The Union shall notify the Labor Relations Department in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Labor Relations Department shall be advised in writing of the stewards being replaced and the stewards named to take their place. The number of stewards shall be mutually agreed upon.

4.D. DUTIES AND RESPONSIBILITIES OF THE STEWARD. The following functions are understood to constitute the complete duties and responsibilities of the steward.

1. Permission, Duties and Time Limits. After obtaining supervisory permission, stewards will be permitted to leave their normal work area on paid time not to exceed four (4) hours per week to assist in investigation of facts, assist in presentation of a grievance or a disciplinary action, or meet with an employee new to the bargaining unit during the first week of the new employee's employment in the unit. In the event there is more than one (1) new employee on-boarded in the same pay period at the same worksite location, only one (1) meeting shall occur with all new employees. The meeting shall take place at the employee's worksite location at the designated time per subsection 5.E. (Access to New Employees). The meeting scheduled with new employee(s) shall not exceed thirty (30) minutes. Time used for Union orientations shall be counted towards the total four (4) hours allowed per week under this subsection. In the event the Union orientation cannot take place as provided above due to scheduling or other unavoidable conflicts, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

2. Grievance Investigation and Permission. To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties

will not be contacted by stewards as a part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the steward to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the steward was denied permission.

To obtain permission to meet with a new employee under the provision in subsection 4.D.1. above, the steward or Union staff representative shall advise the Agency's Human Resources Representative at least two (2) working days prior to the proposed orientation date. The Agency shall coordinate with the appropriate supervisors of the steward and the new employee(s) to schedule the meeting as requested, subject to non-interference with business needs. The Union's requested time shall not be unreasonably denied. In the event the Union's staff representative also attends the meeting, the Union's staff representative shall notify the Chief Departmental Human Resources Administrator at least two (2) working days prior to the meeting so that the Agency can designate a separate space where the meeting shall be held.

- 3. Time Reporting.** The steward shall report such time taken under subsection 4.D.1. above, to their supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

Stewards who participate in the meet and confer process and/or participate in a labor-management committee, must report such time to their supervisor as payroll code MCL for meeting and conferring and payroll code LMC for participation in a labor management committee.

- 4.E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If a steward is reassigned which will leave their shift or work location without a steward, the Union shall have the right to appoint a replacement. The Union may change stewards during the grievance procedure, provided that only one (1) steward will be allowed paid time off from work upon one (1) occasion to investigate the grievance.
- 4.F. LIMITATION OF TIME OFF.** Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

SECTION 5. USE OF BULLETIN BOARDS; MEETINGS; ACCESS TO RECORDS

- 5.A. USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.
- 5.B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other

than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only when such request has been authorized.

- 5.C. MEETINGS.** Meetings of a Union staff representative and a group of employees shall not be permitted during working hours except as provided in subsections 4.D.1. and 5.B., above.
- 5.D. ACCESS TO RECORDS.** An employee shall be permitted to review their own personnel record. Union stewards and Union staff representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee, steward or Union staff representative when accompanied by the employee or upon presentation of a written authorization signed by the employee, may request a copy of the employee's personnel record. The custodian of the file shall grant such a request within three (3) working days. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after five (5) years from the date of the letter, provided the County has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Agency/Department Head.

The employee shall be provided an opportunity to respond in writing, or personal interview, to any information in the file about which they disagree. Such response shall become a permanent part of their personnel record. The employee shall be responsible for providing the written responses to include in their permanent record.

5.E. ACCESS TO NEW EMPLOYEES.

- 1. Definitions.** For all purposes of this subsection 5.E., the following definitions shall apply:
- a. **Employee.** Any employee, whether permanent, temporary, full-time, part-time, or seasonal.
 - b. **New Employee Orientation ("NEO").** The on-boarding process of a newly-hired employee, including an employee who has promoted, demoted, reinstated, or transferred into one of the bargaining units, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 2. NEO.** The County Human Resource Services Employee Benefits Center ("EBC") coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County's policy that NEOs are mandatory for all newly-hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.

- a. **Designated Representative.** The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall update the County of any changes to the designated representative.
- b. **Notice of Schedule.** The County shall provide the Union's designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year no later than the last full pay period in December of each preceding year. If there are any changes to the scheduled dates, EBC will notify the Union's designated representative as soon as possible.
- c. **List of New Employees.** The Agency shall provide, via email to the Union's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to start in their position no later than the close of business on the Wednesday preceding the new hire's start date. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining units effective that upcoming pay period. A shorter notice may be provided under mitigating circumstances, in which case the Agency will provide the information as soon as possible prior to the Union orientation date.

In the notifications, EBC and the Agency, as appropriate, will provide the name; job title; business unit; work address; work, home and personal cell phone numbers; work and personal email addresses; and home address on file with the County. If the County does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided in the notice.

- 3. Union Orientation.** During the first week of the employee's date of hire or date of entry in the bargaining unit(s), new employees shall be released, with reasonable travel time and without loss of compensation, to meet with one (1) Union-designated member and/or staff representative at their worksite for a thirty (30) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with subsection 4.D. (Duties and Responsibilities of the Steward). The orientation shall not occur during a rest or meal break. The Union shall be permitted to reserve a separate room, designated by the Agency, for the orientation, provided one (1) is available. In the event the orientation cannot take place due to scheduling or other unavoidable conflicts during the employee's first week as provided above, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.
- 4. Provision of Information.** On a quarterly basis, the County shall provide to the Union, in sortable electronic format, information regarding all employees in the bargaining units on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, respectively. The information shall be provided to the Union by the last Friday of the month in March, June, September, and December of each year respectively. The information shall include the following data to the extent it is in the County's possession:
 1. Name

2. Employee Identification Number
3. Classification
4. Job Code
5. Department
6. Union Code Description
7. Work Address
8. Work, Home, and Personal Cellular Telephone Numbers
9. Work and Personal Email Addresses
10. Home Address
11. Date of Hire
12. Salary Step
13. Annual Salary

SECTION 6. HEALTH AND WELFARE

6.A. MEDICAL PLANS. The County offers Health Maintenance Organization (“HMO”) medical plan options and effective February 1, 2022, a Preferred Provider Organization (“PPO”) or Indemnity medical plan. Alternative plan options listed in subsection 6.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 6.A.1. (Payment of Premiums) below.

1. Payment of Premiums.

Plan Year 2024: Effective February 1, 2024, the County will pay eighty-five percent (85%) of the total semi-monthly premium of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan toward the total semi-monthly premium of a PPO or Indemnity plan at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. Proration. The County contribution in subsection 6.A.1. (Payment of Premiums) shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for their job classification, provided that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly medical premium.

6.B. DENTAL PLANS. The County offers both a dental HMO plan and a dental PPO plan. Alternative plan options listed in subsection 6.C.2 (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly

scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

Payment of Premiums. The County shall pay the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification, the employee will be responsible for paying the total semi-monthly dental premium .

Plan Year 2024: Effective Plan Year 2024, the maximum annual dental benefit shall be one thousand nine hundred dollars (\$1,900).

6.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

1. **Subject to Availability.** The foregoing County-offered medical and dental plan options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of any such changes. Within seven (7) days after receipt of such notice, the Union may request to meet and confer regarding the impact of any such changes. Such request to meet and confer shall be sent in writing to the County's Labor Relations Manager.

The parties agree that upon notice to the Union, the County may make changes during the term of the MOU to the medical and dental plans that do not materially impact the health benefits. Within seven (7) days of receiving such notice the Union may request to meet with the County.

The parties agree that upon notice to the Union, the MOU shall be reopened to discuss possible changes in medical or dental plan design.

2. **Duplicate Coverage.** This subsection applies to married County employees or employees in domestic partnerships (as defined in Appendix B (Domestic Partner Defined)) and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from covering each other within the same medical or dental plan.
 - a. Medical Plan Coverage. Married County employees or employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of medical plan coverages:
 - Up to one (1) full family PPO or Indemnity plan.
 - Up to one (1) full family HMO plan.
 - Up to one (1) full family HMO membership with up to one (1) full family PPO or Indemnity plan.

- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family HMO plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

b. Dental Plan Coverage. Married County employees and employees in domestic partnerships who are both employed by the County shall be entitled to one (1) choice from the following list of dental plan coverages:

- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) PPO full family supplemental dental plan.
- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) full family DHMO dental plan.
- Up to one (1) full family DHMO dental plan.
- Up to one (1) full family PPO/Indemnity dental plan.

For County employees in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee if the parent employee has the YAD employee on a family plan.

3. **Effect of Leave Without Pay and Re-Enrollment.**

- a. Medical Plan. Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 6.A.2. (Proration).
- b. Dental Plan. Employees on leave without pay (including vacation purchase hours referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for paying one hundred percent (100%) of the semi-monthly dental premium.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current medical plan or dental plan premiums, or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical or dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical or dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of that Plan Year and may only restore to their prior level of medical or dental plan coverage during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses their medical or dental plan coverage for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County and promulgated by the EBC.

Any employee whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to any new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

- 4. **Special Enrollment Due to Change in Status.** To make changes to employee benefit elections outside of the annual Open Enrollment period for a County-sponsored medical or dental plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, divorce, adoption, loss of medical or dental coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
- 5. **Open Enrollment.** Eligible employees may choose from the medical and dental plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
- 6.D. **VISION PLAN.** Effective February 1, 2012, employees shall be eligible to participate in the County's Voluntary Vision Plan. The premium cost shall be paid by the employee.
- 6.E. **SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 6.A. (Medical Plans) and who have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 Dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to proration as outlined in subsection 6.E.2. (Proration).

1. Tiers and Monthly Stipend.

- a. Effective Plan Year 2023, the County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

- b. Effective Plan Year 2026, the County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

2. Proration. The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for their job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their classification will not receive the monthly stipend for that biweekly pay period.

3. Effect of Leave Without Pay. Employees on leave without pay (including vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 6.E.2. (Proration).

6.F. CAFETERIA BENEFIT PLAN. Employees are eligible to participate in the County’s Cafeteria Benefit Plan. The County’s Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Code (“IRC”), was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRC, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 6.G. (County Allowance) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of employment in the case of a new employee, or if an employee becomes eligible due to an employment status change (i.e., Temporary Assignment Pool employee transfers to or promotes into an eligible classification), the employee may allocate from the employee’s salary, on a pre-tax basis, an amount to the Health Care Flexible Spending Account (“FSA”). Except as governed by the County Allowance (subsection 6.G.), no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds and shall not be reimbursed to employees.

6.G. COUNTY ALLOWANCE. Employees eligible to participate in the County Allowance for benefits shall continue to receive the County Allowance subject to any amendments/changes that may occur from time to time at the sole discretion of the Board of Supervisors. County Allowance contributions are made on a semi-monthly basis and subject to proration as outlined in subsection 6.G.2. (Proration).

1. Annual Allowance.

Plan Year 2024: Effective Plan Year 2024, the County Allowance amount shall be three thousand five hundred dollars (\$3,500) per calendar year.

- 2. Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for their job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one (1) representation group to another shall be entitled to a prorated amount stipulated in subsection 6.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31 shall not be eligible for the County Allowance until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 6.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

- 3. Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, employees may not make any changes to their County Allowance allocation or FSAs during the plan year.
- 4. Unallocated and/or Unused Funds.** Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 6.F. (Cafeteria Benefit Plan) within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care FSA pursuant to the IRC. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

Any remaining unspent funds in any of the FSAs (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds and shall not be reimbursed to employees.

SECTION 7. WAGES

7.A. WAGES.

Effective March 2, 2025, salaries for all represented classes shall be increased by six percent (6.0%).

Effective March 1, 2026, salaries for all represented classes shall be increased by five percent (5.0%).

Effective February 28, 2027, salaries for all represented classes shall be increased by four percent (4.0%).

7.B. SPECIAL ADJUSTMENTS. In addition to the general increases above, the following class will receive special adjustments as follows:

Job Code	Classification	Effective March 2, 2025	Effective March 1, 2026
6750	Child Welfare Supervisor	4.0%	1.0%

SECTION 8. PREMIUM CONDITIONS

8.A. BILINGUAL PAY. Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, effective e August 14, 2016, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$55 per pay period and the employee occupying such a position and having proficiency in three (3) or more languages shall receive \$60 per pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

Effective January 5, 2025, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$60 per pay period and an employee occupying such a position and having proficiency in three (3) or more languages shall receive \$65 per pay period, provided that the employee is required to utilize such additional languages in the course of their duties.

8.B. LONGEVITY PAY.

- 1. 10 Years of Service.** Effective January 5, 2025, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to or at least 20,800 total service hours), shall receive an additional one percent (1.0%) compensation applied to all hours in paid status.
- 2. 20 Years of Service.** Effective January 5, 2025, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours), shall receive an additional one percent (1.0%) compensation, for a total of two percent (2.0%) applied to all hours in paid status.

SECTION 9. EDUCATIONAL STIPEND

Effective January 5, 2025, upon the approval of the Agency/Department Head of any plan submitted by an employee to engage in job-related educational courses that maintain or upgrade the employee’s skills on the job, or prepare the employee for promotional opportunities, the County shall reimburse up to one thousand dollars (\$1,000) per employee per fiscal year upon submission of evidence of successful completion of the course(s). Expenses eligible for reimbursement include tuition and/or registration fees, course related books, and course related training materials. More than one (1) educational plan may be approved in any fiscal year, but in no event shall the stipend exceed one thousand dollars (\$1,000) per employee per fiscal year.

The maximum County liability under this section shall not exceed twenty thousand dollars (\$20,000) in any fiscal year; except that any unexpended funds, not to exceed a maximum of

five thousand dollars (\$5,000), will be carried over to the following fiscal year on a rolling basis. Employees shall receive such stipends on a first come-first served basis each fiscal year.

SECTION 10. HOLIDAYS AND MANAGEMENT PAID LEAVE

10.A. HOLIDAYS DEFINED. Paid holidays shall be:

Date Observed	Known As
January 1	New Year’s Day
Third (3 rd) Monday in January	Dr. Martin Luther King, Jr.’s Birthday
February 12	Lincoln’s Birthday
Third (3 rd) Monday in February	Presidents’ Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First (1 st) Monday in September	Labor Day
November 11	Veterans Day
Fourth (4 th) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three (3) or more members of the Board of Supervisors.

In the event the date of observance of any of the foregoing holidays that coincide with State holidays set forth in the California Government Code Section 6700 is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this MOU.

10.B. FLOATING HOLIDAYS. Employees hired prior to July 1 of each year shall be entitled to four (4) floating holidays (32 hours). These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. Employees hired after July 1 will not be entitled to these floating holiday(s) for the calendar year in which they were hired. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

10.C. OBSERVATION ON WORKDAYS. Employees will observe holidays except:

1. In the event that January 1 (New Year’s Day), February 12 (Lincoln’s Birthday), June 19 (Juneteenth), July 4 (Independence Day), November 11 (Veterans Day), or December 25 (Christmas), shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday.

2. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

10.D. VALUE OF A HOLIDAY. The value of a holiday that falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for an employee normally scheduled to work eighty (80) hours per pay period or seven and one-half (7.5) hours for an employee normally scheduled to work seventy-five (75) hours per pay period.

10.E. MANAGEMENT PAID LEAVE. The County recognizes that the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek by allowing employees paid leave of absence in each calendar year.

Exempt M-Designated Employees. Each employee who is an executive, administrative or professional employee exempt from the overtime provisions of the Fair Labor Standards Act shall receive seven (7) days of paid management leave of absence in each calendar year, to be selected by the employee, subject to the approval of the Agency/Department head, and to be taken only within that calendar year. Days that for any reason are not taken in the calendar year shall not thereafter be paid in any form.

An employee appointed after the start of the calendar year shall receive paid management leave of absence prorated at the rate of 4.67-hours each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid management leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

10.F. EFFECT OF LEAVE WITHOUT PAY ON MANAGEMENT PAID LEAVE AND FLOATING HOLIDAYS. Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use management paid leave and floating holiday hours for that calendar year when they return to paid status during the same calendar year.

SECTION 11. VACATION LEAVE

Eligible employees in service with the County shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. An employee who is regularly scheduled to work less than the normal workweek for the job classification shall accrue vacation leave accordingly. Vacation accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification.

11.A. VACATION ACCRUAL.

1. For Employees Hired Prior to January 1, 2017. Each employee in the service of the County hired prior to January 01, 2017, shall accrue vacation leave according to the following schedules:

- a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 - d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
- 2. For Employees Hired On or After January 1, 2017.** Each person in the service of the County hired on or after January 01, 2017, shall accrue vacation leave as follows:
- a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
 - c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
 - d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.
- 3. Effective the pay period containing June 22, 2024,** all employees covered by this MOU shall accrue vacation leave as follows:
- a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. **Three (3) weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
 - c. **Four (4) weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of

continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.

- d. **Five (5) weeks accrual** - Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

11.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

- 1. For persons employed prior to January 01, 2017.
 - a. Employees who accrue vacation leave pursuant to subsection 11.A.1. and who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's maximum accrual as set forth in subsection 11.B.1. (b) or 11.C. (Limitation on Unused Vacation Leave Balances), as applicable.
 - b. Employees hired prior to January 01, 2017 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level that will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level that will avoid a downward adjustment. Beginning the year 2000, for employees hired prior to January 01, 2017, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year, shall be no more than two (2) times the employee's vacation accrual rate, and shall be as follows:

Years of Service	Vacation Accrual Rate in Pay Period Prior to January 1	Maximum Balance in Pay Period Containing January 1
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

- 2. For employees hired on or after January 01, 2017, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels below their maximum vacation leave balance, the Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

Employees who accrue vacation leave pursuant to subsections 13.A.2. and 13.A.3., and who leave the County service for any reason, shall be paid at the biweekly or

hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee’s applicable maximum vacation balance as set forth in subsection 11.B.1. (b) or 11.C. (Limitation on Unused Vacation Leave Balances), as applicable.

11.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. Effective the pay period containing June 22, 2024, for all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum vacation leave balance and shall not recommence until their balance falls below this maximum.

The maximum vacation leave balance for each accrual rate shall be as follows:

Years of Service	Vacation Accrual Rate	Maximum Vacation Leave Pay Period Balance
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

11.D. DATE WHEN VACATION ACCRUAL STARTS. Vacation accrual shall begin on the first day of employment.

11.E. PREVIOUSLY ACCRUED VACATION EXCEEDING MAXIMUM BALANCE. As of the pay period containing June 22, 2024, the vacation leave balance of any employee that exceeds the maximum vacation leave balance will be paid in cash.

11.F. MAXIMUM VACATION LEAVE. Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. Employees, with approval from their Agency/Department Head may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

11.G. DEFINITION. For the purpose of this Section 11. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

11.H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave with or without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 11. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section 11. (Vacation Leave), provided, further, that, for purposes of qualifying for 15, 20 or 25 working days' vacation leave, where employees have been employed by the County without interruption for the past 10 years, all service of such employees shall be deemed to have been continuous.

11.I. WHEN VACATION MAY BE TAKEN. Paid leave may be granted up to a maximum of eighty (80) hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

Vacations will be scheduled by mutual agreement between the Agency/Department Head and employees. Employees shall be allowed to divide their vacation leave in any vacation scheduling year into up to five (5) segments. The Agency/Department Head or their designee, at their discretion, may grant an employee additional segments of vacation.

Conflicting vacation requests among employees in a scheduling unit shall be resolved according to countywide seniority. The first such conflict during the scheduled vacation year shall be resolved in favor of the employee with the most countywide seniority. Subsequent (second through fifth) conflicts shall be resolved in favor of the employee with the most countywide seniority who has not previously had such a conflict resolved in their favor during that scheduled vacation year.

11.J. PERSONAL LEAVE. Effective January 5, 2025, employees shall be allowed three (3) days in any calendar year from their regular vacation leave for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the agency/department.

11.K. RATE OF VACATION PAY. Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendices A-1 and A-2 that such employee would have been entitled to receive, including premium pay, while in active status during such vacation period.

11.L. VACATION TRANSFER. Married couples or domestic partners employed by the County may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner (as defined in Appendix B (Domestic Partners)) per each event of maternity, paternity and adoption.

11.M. EMPLOYEE ENTRY INTO THE BARGAINING UNITS COVERED BY THIS MOU. Employees who enter one (1) of the bargaining units on or after August 21, 2022, and who come from a County representation unit where the maximum vacation leave balances are not equivalent to those listed in subsection 11.A.2. or 11.A.3. above shall be subject to those provisions listed in subsection 11.A.2. or 11.A.3. Notwithstanding the above, upon entry into these bargaining units, those that have a vacation leave balance in excess of two (2) times their annual accrual rate shall have until the pay period containing January 1 of the calendar year following their entry to reduce their vacation leave below their applicable maximum balance. Effective the pay period containing January 1 of the calendar following their entry, the vacation leave balance of any employee that still exceeds the applicable maximum balance will be paid in cash for that amount of vacation leave exceeding the applicable maximum balance listed in subsection 11.A.2. or 11.A.3., above. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of such request is to reduce their accrued vacation leave balances to the applicable maximum balance.

11.N. VACATION PURCHASE PLAN.

1. Full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and are accruing vacation at the two (2) week per year rate may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
 - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
 - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
 - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
 - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final paycheck.
 - e. In the event there is insufficient pay to deduct from the employee's final paycheck, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
 - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future pay warrants to cover the cost of the purchased vacation.
 - g. In the event that participating employees move between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.
 - h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deductions and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.

- iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
 - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1st pay period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by paycheck deduction.
- i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.

2. Effective Calendar Year 2012, and for any purchased vacation balance used on or after January 8, 2012, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee’s total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employee’s paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

The County retains the right to eliminate the vacation purchase plan upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.

11.O. VACATION SELLBACK. Effective July 1, 2014, employees may receive the equivalent cash payment for up to fifteen (15) days per fiscal year. Vacation sellback shall be in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the workweek for which the employee is normally scheduled to work. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary disability insurance policies pursuant to subsection 15.C. (Voluntary Disability Insurance Policies).

SECTION 12. SICK LEAVE

12.A. SICK LEAVE DEFINED. As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury, which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee.

12.B. EMPLOYEE DEFINED. As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this MOU.

12.C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT. If an employee is incapacitated by sickness or injury received in the course of their employment by the County, such employee shall be entitled to pay as provided herein.

1. Amount and Duration of Payment:

- a. **Full-time Employees:** Effective July 1, 2008, for any injury that occurs on or after July 1, 2008, full-time employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of their normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) calendar days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) calendar days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee no more than seventy-five percent (75%) of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one hundred percent (100%) of their normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three (3) work days of such incapacity.

- b. **Part-time Employees:** subsection 12.C.1.a. above applies to part-time employees on a prorated basis.

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection 12.C.1. to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;
- b. Whose injury or illness has become permanent and stationary;
- c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" (QIW);
- d. Who is retired on permanent disability and/or disability retirement pension;
- e. Who unreasonably refuses to accept modified or other County employment for which the employee is qualified within their medical restrictions;

- f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and/or
 - h. Whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
- 3. Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
- 4. Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:
- a. Treatments are being paid under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. Leave shall be granted for a maximum eligibility period for up to six (6) months from the date of injury or illness. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

12.D. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave.

- a. **For Full-Time Employees – 40-Hour Workweek:** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injury or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.
- b. **For Part-Time Employees – 40-Hour Workweek Base:** Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to subsection 12.D.1.a above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour workweek base.

12.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 12.D. (Cumulative Sick Leave Plan), restored to them for use as provided in this Section.

An employee, as defined in subsection 12.B. (Employee Defined), who separates from the County and is reinstated/rehired for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

12.F. SICK LEAVE CREDIT AT RETIREMENT. County employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement.

12.G. FAMILY SICK LEAVE. Effective January 5, 2025, employees, as defined in subsection 12.B. (Employee Defined), are eligible to use, in each calendar year, up to twelve (12) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.

For the purpose of this subsection, "immediate family" means a:

- Parent (biological, adoptive, step, foster, in-law, or legal guardian) of an employee, or the employee's spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Child (biological, adopted, step, foster, legal ward, or child of a domestic partner as defined in Appendix B (Domestic Partners));
- Grandparent;
- Grandchild;
- Sibling; and
- Any other person sharing the relationship of in loco parentis.

Effective January 1, 2023, immediate family shall include a "designated person". Employees shall identify their "designated person" at the time the leave is requested and are limited to one (1) "designated person" per twelve (12)-month period.

12.H. SICK LEAVE DAYS OR FRACTIONS OF DAYS. Paid leave may be granted up to a maximum of eighty (80) hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 13. LEAVES OF ABSENCE

13.A. PREGNANCY AND CHILD BONDING LEAVE. An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 12. (Sick Leave). Sick leave must be applied when the employee is medically incapacitated. The scheduling of child bonding leave (either Family Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA")) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the FMLA, California Pregnancy Disability Leave ("PDL"), and CFRA. Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA. Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

13.B. CHILD BONDING LEAVE. A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to six (6) months, within one (1) year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and Agency/Department Head as allowed by law.

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless employees are otherwise eligible to use it as provided in Section 12. (Sick Leave). Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

13.C. BEREAVEMENT LEAVE. A regularly scheduled employee shall be granted up to five (5) days' leave of absence with pay by the Agency/Department Head because of a death in the immediate family. Employees requesting such leave must complete and submit the

Bereavement Leave Statement within thirty (30) days of the start of the bereavement leave. Bereavement leave shall be completed within three (3) months of the death of the immediate family member. Bereavement leave may be taken in hourly increments.

For purposes of this subsection, "immediate family" means a:

- Parent (biological, adoptive, step, foster, in-law, or legal guardian) of an employee, or the employee's spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Child (biological, adopted, step, foster, legal ward, or child of a domestic partner as defined in Appendix B (Domestic Partners));
- Grandparent;
- Grandchild;
- Sibling;
- Any other person sharing the relationship of in loco parentis; and,
- When living in the household of the employee, a sibling-in-law or child-in-law.

Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted and shall be in addition to any other leave.

13.D. REPRODUCTIVE LOSS LEAVE. Effective January 1, 2024, after 30 days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of 20 days within any 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays when taking this leave. The leave may be taken non-consecutively and in single workday increments. The leave must be completed within three (3) months of the date of the event entitling the employee to such leave. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave must be completed within three (3) months of the end date of the other leave. Employees are eligible for reproductive loss leave if they would have been a parent but for one (1) of the losses defined below.

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

To request such leave, employees must complete and submit the "Request for Reproductive Loss Leave" form to their Agency/Departmental Human Resources Officer/Representative. The County shall maintain the confidentiality of any employee requesting leave under this section. Any related information provided shall be maintained as confidential and shall not be disclosed except to HR personnel or legal counsel, as necessary, or as required by law.

13.E. CATASTROPHIC SICK LEAVE PROGRAM. An employee may be eligible to receive donations of paid leave to be included in their sick leave balance if they have suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work their regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The tenured recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours and are irrevocable. Effective January 1, 2000 employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 14. GRIEVANCE PROCEDURE

- 14.A. DEFINITION.** A grievance under this MOU is limited to only those instances where an employee, or a group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, or by written agency/department rules, and provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further, that the condition of employment which is the subject matter is within the scope of representation as defined in California Government Code Section 3504.
- 14.B. EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- 14.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
- 1. Step One:** An employee having a grievance shall first informally discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
 - 2. Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of this subsection 14.C. and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.
 - 3. Step Three:** The section head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
 - 4. Step Four:** The division head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
 - 5. Step Five:** The Agency/Department Head shall have seven (7) working days in which to review, hold hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

- 14.D. UNION GRIEVANCE.** The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this MOU or Administrative Code Section 3.44, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the third step of the grievance procedure.
- 14.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- 14.F. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to subsection 14.C.5., request that the grievance be reviewed by the Director of Human Resource Services or their designated representative. The Director of Human Resource Services or their designated representative shall have twenty (20) working days in which to review and seek adjustment of the grievance.
- 14.G. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the Informal Review by the Director of Human Resource Services or their designated representative, the Union may, within thirty (30) days after receipt of the decision request that the grievance be heard by an arbitrator.
- 14.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or their designated representative and the Union. If the Director of Human Resource Services or their designated representative, and the Union are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services or their designated representative and the Union shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 14.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this MOU, a resolution or ordinance of the Board of Supervisors, the Charter, Salary Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- 14.J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the Union.

14.K. EFFECT OF FAILURE TO TIMELY ACTION. Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure by the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

14.L. LIMITATION ON STALE GRIEVANCES. A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide a condition of employment. This sixty (60) day filing requirement is tolled only in the following applications:

1. Up to sixty (60) days after the County's alleged failure was reasonably discoverable, or,
2. Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

An arbitrator shall have no power or jurisdiction to award any monetary damages or relief for any claim that is stale, or beyond a sixty (60) day period, as set forth herein.

14.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 14.L. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period.

The application of this period shall be as follows. The earlier of:

1. The sixty (60) day period is limited to that which immediately precedes the filing of the grievance, or,
2. The sixty (60) day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 15.L.1. and 15.L.2., above.

This provision does not establish any limit for liability accruing after a grievance is filed.

An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the sixty (60) day period as set forth herein.

14.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases in which an employee elects to represent themselves or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

14.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at

the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsections 15.D. (Association Grievance) and 15.E. (Waiver of Appeal Steps) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

SECTION 15. LIFE AND DISABILITY INSURANCES

15.A. LIFE INSURANCE.

- 1. Life Insurance.** Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, the County shall provide group like insurance in the amount of \$25,000, with said coverage being reduced by thirty-five percent (35%) at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.
- 2. Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document. Employees who purchase their own supplemental life insurance may also purchase life insurance for their spouse/domestic partner and/or dependent children, subject to the EBC guidelines.

15.B. STATE DISABILITY INSURANCE. Employees are covered by the State Disability Insurance ("SDI") program. SDI premiums shall be shared equally by the employee and the County.

15.C. VOLUNTARY DISABILITY INSURANCE POLICIES. Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 11.O. (Vacation Sellback), or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 16. ALLOWANCE FOR USE OF PRIVATE VEHICLES

16.A. MILEAGE RATES PAYABLE. Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.

- 16.B. MINIMUM ALLOWANCE.** An employee who is required by their Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than \$10 in that month for the use of their automobile.
- 16.C. PREMIUM ALLOWANCE.** An employee who is required by their Agency/Department Head to use their private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in their private automobile, County records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- 16.D. REIMBURSEMENT FOR PROPERTY DAMAGE OR LOSS.** Employees are encouraged to use County vehicles, when available, to conduct County business. An employee's use of a privately owned vehicle to conduct County business must be required or authorized in writing by the Agency/Department Head prior to such use. The privately owned vehicle must be insured per State of California law. The insurance of the privately owned vehicle is primary. Any coverage or benefit provided by the County would be secondary to the privately owned vehicle's insurance. If the privately owned vehicle incurs property damage (either parts of the vehicle or the entire vehicle) or is stolen while the employee is using it on County business, and that damage or theft was not caused due to the negligence of the employee, and the employee and/or owner of the vehicle is unable to recover the cost of the damages from a third party, insurance, or from any other source, the County shall reimburse the cost of damages or loss to the employee and/or owner. The amount the County will pay the employee and/or owner is offset by any amount of money the employee and/or owner receives from a third party, insurance, or any other source, and mileage reimbursement.

The employee and/or owner shall submit proof of damage, loss, or theft (i.e., appropriate police report and/or documentation providing the cost of the damage and written statement describing the loss) to the Agency/Department Head within thirty (30) days of such damage, loss, or theft. The employee and/or owner must fully cooperate with any investigation the County wishes to conduct regarding the incident. Property damage and loss incurred to the privately owned vehicle resulting from missiles or falling objects; fire; explosion or earthquake; windstorm; hail, water or flood; riot or civil commotion; or contact with bird or animal; shall not be compensated under this subsection. There is also no coverage for personal items that are stolen from the vehicle or damaged while in the vehicle if those items were not permanently installed or attached to the vehicle. For a complete list of exclusions, see the Risk Management Unit website.

Damage to the privately owned vehicle that is incurred during the employee's commute to and from their regular, usual and/or assigned work location(s) shall not be covered. Property damage or loss incurred by the privately owned vehicle while parked on the street or at a parking facility serving the employee's regular, usual and/or assigned work location(s) shall also not be compensated under this subsection.

SECTION 17. NO STRIKE

During the term of this agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, withdrawal of services, or refusal to perform customary duties. Failure to comply with this

Section shall result in the termination by the County of the collection of Union membership dues without jeopardy to the County or to employees in classifications represented by the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

SECTION 19. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Union for the Board of Supervisors' consideration and approval. Upon approval, the Board of Supervisors shall adopt an ordinance which shall incorporate this MOU.

Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

SECTION 20. SAVINGS CLAUSE

If any provision of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 21. TERM OF MEMORANDUM


This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including July 3, 2027.

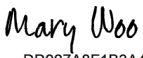
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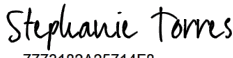
FOR THE COUNTY:

Signed by:

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 Jeff Bailey, Chief Negotiator, IEDA Date

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 Michi Yoshii, Interim Labor Relations Manager Date

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 Mary Woo, Labor Relations Analyst Date

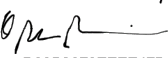
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 Stephanie Torres, Labor Relations Analyst Date

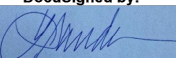
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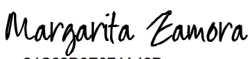
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 Sharon Moore, Chief Departmental Human Resources Administrator, SSA Date

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 Hannia Casaw-Barnell, Division Director, SSA Date

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 Denise Robinson, Human Resources Consultant, SSA Date

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 Laura Sanders, Departmental Human Resources Manager, ACH


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 Margarita Zamora, Director Human Resource Services

Approved as to form
 Donna R. Ziegler, County Counsel

By: Signed by:


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 Kristy van Herick, Assistant County Counsel Date

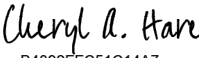
FOR IFPTE LOCAL 21, S-06 & S-25 PACE:

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 197FD671B2AA496... 12/2/2024
 Jeff Duritz, Representative/Organizer, IFPTE, Local 21 Date

Signed by:

 84FD5B2B2C354F6... 12/3/2024
 Manuela Ceja, Supervising Appeals Officer Date

Signed by:

 CA08E94A954F4E2... 12/2/2024
 Jessica Clark, Supervising Eligibility Technician Date

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 Cheryl Hare, Supervising Eligibility Technician Date

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 8FCA3CAD6747411... 12/3/2024
 Elisabeth Morris, Child Welfare Supervisor Date

APPENDIX A-1. SALARIES (UNIT S-06)

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-06. Salaries are established by the Board of Supervisors and are effective on the date shown. The FLSA designation for all these job classes is Exempt (X).

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
1473	SM	Supervising Eligibility Technician						X
		03/05/2023	3463.20	3624.00	3804.80	3997.60	4198.40	
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60	
		03/02/2025	3800.00	3976.00	4173.60	4385.60	4606.40	
		03/01/2026	3990.40	4175.20	4382.40	4604.80	4836.80	
		02/28/2027	4150.40	4342.40	4557.60	4788.80	5030.40	
1474	SM	Veterans Service Officer						X
		03/05/2023	3564.00	3741.60	3924.80	4116.00	4318.40	
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60	
		03/02/2025	3910.40	4104.80	4306.40	4516.00	4737.60	
		03/01/2026	4105.60	4310.40	4521.60	4741.60	4974.40	
		02/28/2027	4269.60	4483.20	4702.40	4931.20	5173.60	
1498	SM	Patient Services Supervisor						X
		03/05/2023	3268.00	3423.20	3595.20	3774.40	3968.00	
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20	
		03/02/2025	3585.60	3756.00	3944.00	4140.80	4353.60	
		03/01/2026	3764.80	3944.00	4141.60	4348.00	4571.20	
		02/28/2027	3915.20	4101.60	4307.20	4521.60	4754.40	
6735	SM	Licensing Evaluator Supervisor						X
		03/05/2023	3528.80	3692.00	3870.40	4058.40	4248.00	
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80	
		03/02/2025	3871.20	4051.20	4245.60	4452.80	4660.80	
		03/01/2026	4064.80	4253.60	4457.60	4675.20	4893.60	
		02/28/2027	4227.20	4424.00	4636.00	4862.40	5089.60	
6736	PA	Client Advocate						X
		03/05/2023	3646.40	3831.20	4020.00	4220.00	4439.20	
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40	
		03/02/2025	4000.80	4203.20	4410.40	4630.40	4870.40	
		03/01/2026	4200.80	4413.60	4631.20	4861.60	5113.60	
		02/28/2027	4368.80	4590.40	4816.80	5056.00	5318.40	
6738	PA	Appeals Officer						X
		03/05/2023	3656.00	3841.60	4028.80	4230.40	4448.00	
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00	
		03/02/2025	4011.20	4214.40	4420.00	4640.80	4880.00	
		03/01/2026	4212.00	4424.80	4640.80	4872.80	5124.00	
		02/28/2027	4380.80	4601.60	4826.40	5068.00	5328.80	

APPENDIX A-2. SALARIES (UNIT S-25)

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-25. Salaries are established by the Board of Supervisors and are effective on the date shown. The FLSA designation for all these job classes is Exempt (X).

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
6284	MA	Supervising Child Care Worker						X
		03/05/2023	2873.60	3012.80	3165.60	3312.00	3484.00	
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60	
		03/02/2025	3152.80	3305.60	3472.80	3633.60	3821.60	
		03/01/2026	3310.40	3471.20	3646.40	3815.20	4012.80	
		02/28/2027	3443.20	3610.40	3792.00	3968.00	4173.60	
6739	SM	Supervising Appeals Officer						X
		03/05/2023	4249.60	4453.60	4667.20	4911.20	5155.20	
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00	
		03/02/2025	4662.40	4886.40	5120.00	5388.00	5656.00	
		03/01/2026	4895.20	5130.40	5376.00	5657.60	5939.20	
		02/28/2027	5091.20	5336.00	5591.20	5884.00	6176.80	
6750	MA	Child Welfare Supervisor						X
		03/05/2023	4136.80	4346.40	4554.40	4760.80	4994.40	
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60	
		03/02/2025	4720.00	4958.40	5196.80	5432.00	5699.20	
		03/01/2026	5005.60	5258.40	5511.20	5760.80	6044.00	
		02/28/2027	5205.60	5468.80	5732.00	5991.20	6285.60	

APPENDIX B. DOMESTIC PARTNERS**DOMESTIC PARTNER DEFINED**

(Death in Immediate Family and Family Sick Leave,
Emergency Leave – Sickness in Immediate Family)

Domestic Partner Defined:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County a notarized "County of Alameda Affidavit of Domestic Partnership" (or submit to the County a notarized "Declaration of Domestic Partnership" [State Form DP-1] filed with the California Secretary of State) attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination: A member of a domestic partnership may end said relationship by filing a "County of Alameda Termination of Domestic Partnership" form. For those who filed a State "Declaration of Domestic Partnership," a copy of a notarized State of California "Notice of Termination of Domestic Partnership" [State Form DP-2]) filed with the State of California must be provided to the County.

New Statements of Domestic Partnership: No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County or the State of California as described herein (and all other criteria have been met which establishes the domestic partnership).

APPENDIX C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

3.48.010	Purpose.
3.48.020	Scope.
3.48.030	Application to civil service matters and grievance procedures set forth in memorandums of understanding.
3.48.040	Objectives.
3.48.050	Definitions.
3.48.060	Filing of FEPC and EEOC complaints not prohibited.
3.48.070	Informal and formal procedures.
3.48.080	Costs of hearing.
3.48.090	Representation.
3.48.100	Freedom from reprisal.

3.48.010 Purpose.

The purpose of this procedure is to provide a uniform and effective system for resolving certain allegations and complaints of employment discrimination. (Prior admin. code 2-18.01)

3.48.020 Scope.

This procedure pertains to allegations made by aggrieved persons of discrimination in regard to recruitment, appointment, training, promotion, retention, discipline or other aspects of employment because of race, religion, color, sex, handicap, sexual orientation, age, national origin, political affiliation or any other factor which applicable state or federal law or regulation prohibits as the basis for discrimination in employment. Complaints which do not allege discrimination based upon one or more of the foregoing factors will not be handled under this procedure.

Where applicable, this procedure supersedes the grievance procedure set forth in Chapter 3.44 of this code. This procedure does not confer upon nontenured employees the right to a good cause hearing upon the imposition of disciplinary action. (Prior admin. code 2-18.02)

3.48.030 Application to civil service matters and grievance procedures set forth in memorandums of understanding.

This procedure shall not apply to complaints relating to matters within the jurisdiction of the civil service commission under the Charter until and unless the commission elects to make this procedure applicable to such complaints. In such event, the findings and decision of the hearing officer or arbitrator shall be made to the commission for final determination. This procedure shall apply to complaints of discrimination pursuant to grievance procedures set forth in memorandums of understanding only in the event that such memorandums specifically provide for its application to such complaints. In the event that the use of this procedure is not adopted by the commission or specified by the applicable memorandum of understanding, an aggrieved person who elects to pursue an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

3.48.040 Objectives.

The objectives of this procedure are: to provide an efficient means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements; to decrease significantly formal complaints which are expensive, time consuming and detrimental to good employee relations; and to sensitize managers and supervisors to the needs of individual employees or groups and to improve their capability of handling problems before they become complaints (Prior admin. code 2-18.04)

3.48.050 Definitions.

“Affirmative action coordinator” means the agency/department affirmative action coordinator or other person in close reporting relationship to top management who is assigned the responsibility of managing the procedure for handling discrimination complaints.

“Complainant” means an aggrieved person who has filed a formal complaint.

“Discrimination in regard to age” means disparate treatment of persons who are at least forty (40) years of age but less than seventy (70) years of age, as prohibited by the U.S. Age Discrimination in Employment Act of 1967, or of persons who are at least forty (40) years of age, as prohibited by the California Fair Employment Practice Act.

“Discrimination in regard to handicap” means disparate treatment of persons having a physical or mental handicap not related to employment needs or the person’s ability to perform the duties of the job.

“Equal employment opportunity counselor” means an employee trained in equal employment opportunity procedures and counseling techniques to provide informal counseling on matters pertaining to discrimination.

Factors Which Applicable State or Federal Law or Regulation Prohibits as the Basis for Discrimination in Employment. These factors are those personal or social characteristics which are unrelated to either the needs of the position or to employment in general. Such factors as poor personal hygiene, unwillingness or inability to take direction, to work in harmony with supervision, peers, or the public, or to work without excessive absenteeism are examples of factors which normally are related to the needs of the position and to employment.

“Formal complaint” means written complaint which states clearly the basis for an allegation of discrimination and the relief requested. (Prior admin. code 2-18.05)

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

This procedure is not intended to and does not interfere with the rights of an aggrieved person to file a complaint with the Fair Employment Practice Commission, the Equal Employment Opportunity Commission, the courts, or, except as specifically provided herein, any other available source or redress. (Prior admin. code 2-18.07)

3.48.070 Informal and formal procedures.

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal

employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.

2. Appeal from Decision of Department Head. The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.

3. Review County Affirmative Action Officer. The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.

4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.

5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this

regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The director of personnel shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

3.48.080 Costs of hearing.

The cost of the hearing officer or the arbitrator, as well as of any reporter required by the hearing officer or arbitrator, shall be paid by the county. In the event, however, that the aggrieved person is represented in his or her appeal by a recognized employee organization or is furnished counsel by said organization, the costs of the hearing officer or the arbitrator as well as of the reporter shall be shared equally by the county and the organization. (Prior admin. code 2-18.08)

3.48.090 Representation.

The aggrieved person/complainant has a right to be accompanied, represented and advised by a person of his or her own choosing at all stages of the process, but no recognized employee organization shall be obligated to furnish such representation or advice except upon such basis as the aggrieved person/complainant and the recognized employee organization shall mutually agree. (Prior admin. code 2-18.09)

3.48.100 Freedom from reprisal.

An aggrieved person/complainant, his or her representative, and witness shall be free from restraint, interference, coercion, discrimination or reprisal at all stages in presenting and processing a complaint, including the informal counseling state. (Prior admin. code 2-18.10)

**SIDELETTERS OF AGREEMENT
LABOR MANAGEMENT COMMITTEE**

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
THE PROFESSIONAL ASSOCIATION FO COUNTY EMPLOYES IFPTE, LOCAL 21,
REPRESENTATION UNITS S-06 AND S-25
AND
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO UNION'S PROPOSAL – WORKSPACE
April 29, 2016

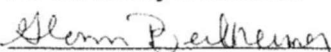
SIDELETTER OF AGREEMENT

The Alameda County Social Services Agency (SSA) and PACE Local 21 are committed to open communication to provide a positive work environment and enhance services to the public. In an effort to achieve these goals, the parties agree to the establishment of a Labor Management Committee.

The parties agree to the following:

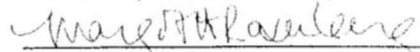
1. The Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments. Issues may include, but not limited to, departmental processes and systems, and new program initiatives, workspace design, and moves. Subcommittees may be initialed by mutual agreement.
2. The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet and confer items.
3. The Committee will be comprised of: one SSA Human Resources representative, one business representative of PACE, up to 5 members represented by PACE within SSA, and up to 5 representatives from SSA administration, including the Department Head.
4. The Committee shall meet no less frequently than quarterly.
5. One week prior to the meeting, the PACE Business Representative will send a list of topics to be discussed and a list of attendees to be present to the SSA Human Resources representative. If no agenda items are received from the business representative one week before the meeting, no meeting will be held.
6. Meetings will be one (1) hours in length and may be extended by mutual agreement.
7. The committee shall maintain written agendas and minutes of the meeting.

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

For PACE (Units S-06 & S-25):


Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

PACE SPAN OF CONTROL

**SIDELETTER OF AGREEMENT
PACE SPAN OF CONTROL**

This sideletter pertains to Supervising Eligibility Technicians I, in the Economic Benefits Division Offices, who are required to act as the Section Head and/or Division Director in his/her absence.

This sideletter provides the procedure to be followed when it becomes necessary for a Supervising Eligibility Technician I to act for the Section Head and/or Division Director in his/her absence. Decisions regarding operating needs of the section, emergencies, or unforeseeable circumstances relating to the provisions of this sideletter, are at the discretion of the Section Head and/or Division Director and the Agency, and as such, shall not be grievable.

The division Director and/or the Section Head shall endeavor to equitably distribute such coverage as defined in paragraph two above among those Supervising Eligibility Technicians I in the section in such a manner that in any 30-day period such coverage shall not fall disproportionately on any one supervisor. The distribution of such coverage is not grievable.

In the distribution of such coverage as defined above, the Section Head and/or Division director shall ask for volunteers first. If no volunteers are available, the Section Head and/or Division Director shall distribute such coverage on a rotating basis throughout the section.

For the County:

John Hughes
George Z. Halvey

For the Union:

Allen C. Crawford
Stewart Smith
Yvonne H.
Jim Ball

Dated: 7/27/93

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

SIDELETTER OF AGREEMENT
BETWEEN
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

This sideletter of agreement provides that County employees represented by the Professional Association of County Employees Local 21, and who are members of the Alameda County Employees' Retirement Association (ACERA) shall be afforded paid release time to attend two ACERA sponsored workshops or seminars per year.

Upon ten working days advance notice by the employee to his/her supervisor, an employee, who is a member of ACERA, shall be granted paid release time to attend two ACERA sponsored workshops/seminars per year which are held during the employee's scheduled working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the session site. Planning sessions for jurisdictions other than the County of Alameda are exempted from this sideletter.

With prior notice to the immediate supervisor, additional leave may be granted by the Agency/Department Head and charged to the employee's accrued vacation, compensatory time, in-lieu holiday and floating holiday balance.

An Agency/Department head shall not deny a request for this leave except for reasons critical to the operation of the Agency/Department.

FOR THE COUNTY:

Allen Buxton
Wendy Johnson
David Hill
Emmie J. Hill

FOR PACE:

Barbara Benn
Paul Maloney
Barbara Benn
Jessie McLeod

Date: March 8, 2001

ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM

LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA
AND

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION, LOCAL 21, UNITS S106 AND S25

November 14, 2011

The Alameda County Board of Supervisors and the Professional Association of County Employees (PACE), Local 21, Units S06 and S25 hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

1. A child’s illness which precludes the use of the employee’s regular child care arrangements

Or

2. An unanticipated, temporary interruption of an employee’s regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee’s regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will be gin on January 1, 2012 on a prorated basis, and will continue each fiscal year on July 1, unless either party (County or PACE) requests to reopen the agreement on or before May 1st of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY) for PACE, Local 21, Unit S06 and S25 (combined), unless modified by agreement. Underutilization of any FYs budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

1. Be in a PACE represented class;
2. Need job related child care for at least one child under 14 years of age;
3. Understand that the child care reimbursement will be reported as income to the IRS and State Franchise Tax Board.

REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.
2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work on date alternative child care services were provided. The supervisor has no other responsibilities or authority in regards to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:

The County and PACE, Local 21, Units S06 and S25, agree that the Alternative Child Care Assistance program shall continue each fiscal year during the term of this agreement.

Signed and entered into the 14th day of November 2011.

For the County:

Danthy

[Signature]

Murphy

Araceli H. Espinoza

[Signature]

DATE: NOVEMBER 14, 2011

For the Union:

[Signature]

[Signature]

Juan P. Leon

[Signature]

[Signature]

[Signature]

DATE: 11/14/11

**2024 Memorandum of Understanding Negotiations
Between the
County of Alameda
and the
IFPTE, Local 21 Units S-06 and S-25 PACE**

Side Letter of Agreement

TRAVEL MEAL REIMBURSEMENT FOR CHILD WELFARE SUPERVISORS

The Social Services Agency will work with the County of Alameda ("County") Auditor-Controller Agency to ensure that employees in the classification of Child Welfare Supervisor (#6750), who are required in their job duties to make home/site visits outside of the County, receive travel meal reimbursement for:

- food items designated as meals, including snacks purchased in lieu of a meal, and
- meals purchased at a grocery store, including snacks purchased in lieu of a meal.

Itemized receipts are required for home/site visit reimbursement. The amounts for each meal must not exceed the U.S. General Services Administration Meals and Incidentals reimbursement rate for Oakland, CA in effect on the date of purchase.

Travel for Other Purposes:

Travel for other purposes, including conferences and trainings, shall be subject to the terms of the County's Manual of Accounting Policies and Procedures including the following:

- Meal expenses incurred during such travel shall be reimbursed based on the posted U.S. General Services Agency Administration per diem flat rates by location. Meal expenses claimed at the USGSA per diem flat rate must be purchased to be reimbursed and do not require receipts. Meal reimbursements claimed in excess of the USGSA per diem flat rate require (1) itemized receipt, (2) Agency Head approval and a (3) written explanation of the circumstances including why exceeding the USGSA rate was required.
- One (1) meal may be reimbursed on the day of travel if travel time is required on the day before and/or the day after a meeting and when the meal is not included in airfare or training/conference registration fees. For conferences, training, and seminars, the cost of the event, meals, transportation and lodging must be supported by a copy of the program announcement, agenda, and registration form that shows the conference location, dates, times, activities, costs, lodging, or meals included in the registration fee.
- When travel is required for a one-day conference/meeting, normally, only lunch is reimbursed. Individual meals when attending conferences/meetings within the County are generally not reimbursable and never when included in the registration cost.


The County and Union agree that within thirty (30) days after the Union's ratification of the successor Memorandum of Understanding, Human Resource Services will provide the Union with policy language in accordance with the terms above and an offer to meet and confer. Following the meet and confer process, HRS will disseminate a memorandum to SSA management. A copy of the agreed language will also be provided to the Auditor-Controller.

For the County:

Signed by:

 Jeff Bailey
 IEDA
 Date: 8/23/2024

For Local 21/PACE:


 Jeff Duritz
 Representative/Organizer
 Date: 8/23/24

**2024 Memorandum of Understanding Negotiations
Between the
County of Alameda
and the
IFPTE, Local 21 Units S-06 and S-25 PACE**

Side Letter of Agreement

**FOOTNOTES FOR SUPERVISING ELIGIBILITY TECHNICIAN (Job Code ("JC") 1473)
AND
CHILD WELFARE SUPERVISOR (JC 6750)**

The International Federation of Professional and Technical Engineers, Local 21, for Representation Units S-06 and S-25 Professional Association of County Employees and the County of Alameda ("County") [collectively herein, as "the Parties"] have reached this Side Letter of Agreement.

The County will implement two (2) limited-term pilot programs ("Pilot") focused on reducing the open/pending applications/renewals and cases/referrals in the Social Services Agency ("SSA")'s Departments of Workforce and Benefits Administration ("WBA"), and Children and Family Services ("CFS"), respectively. During the Pilot, employees in the classification of Supervising Eligibility Technician (JC 1473) may be assigned on a voluntary basis to work an established four (4) to six (6) additional hours beyond the regular workweek for the purposes of supervising employees who are working overtime on Saturdays to complete open/pending applications and renewals in WBA. Employees in the classification of Child Welfare Supervisor (JC 6750) may be assigned on a voluntary basis to work an established eight (8) additional hours beyond their regular workweek for the purposes of reviewing and closing open/pending cases or referrals in CFS.

WBA

SSA will send the Union a report detailing the number of open/pending benefit applications and renewals broken down by public benefit program no later than two (2) weeks prior to the sunset date.

CFS

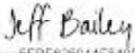
SSA will send the Union a report detailing the number of pending referrals no later than one (1) week prior to the sunset date.

As such, the Parties agree to add a new subsection to the County Salary Ordinance as follows:

3-18.48 – Effective January 5, 2025, not to exceed two (2) employees in job code 1473 per week who are each assigned to work at least one (1)-four (4) to six (6) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent (5.0%) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent (5.0%) in any pay period. Assignments for working an additional four (4) to six (6) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six (6) month pilot program ("Pilot") and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.

3-18.49 - Effective January 5, 2025, not to exceed eight (8) employees in job code 6750 who are assigned to work at least eight (8) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to review and close pending referral cases, shall be compensated an additional seven and one-half percent (7.5%) of the biweekly base pay. This provision is a two (2) month pilot program ("Pilot") and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.

For the County:

Signed by:


Jeff Bailey
IEDA
Date: 11/8/2024

For Local 21/PACE:



Jeff Dunitz
Representative/Organizer
Date: 11/8/24

MINUTE ORDER

COUNTY OF ALAMEDA PAY PERIOD CALENDARS 2024 – 2027

PAY PERIOD CALENDAR 2024

FROM	TO	PAYDAY	PAYPERIOD
12/10/23	12/23/23	01/05/24	24-01
12/24/23	01/06/24	01/19/24	24-02
		<i>CHRISTMAS 12/25/23</i>	
		<i>NEW YEAR'S 01/01/24</i>	
01/07/24	01/20/24	02/02/24	24-03
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/15/24</i>	
01/21/24	02/03/24	02/16/24	24-04
02/04/24	02/17/24	03/01/24	24-05
		<i>LINCOLN'S BIRTHDAY 02/12/24</i>	
02/18/24	03/02/24	03/15/24	24-06
		<i>PRESIDENTS' DAY OBSERVED 02/19/24</i>	
03/03/24	03/16/24	03/29/24	24-07
03/17/24	03/30/24	04/12/24	24-08
03/31/24	04/13/24	04/26/24	24-09
04/14/24	04/27/24	05/10/24	24-10
04/28/24	05/11/24	05/24/24	24-11
05/12/24	05/25/24	06/07/24	24-12
05/26/24	06/08/24	06/21/24	24-13
		<i>MEMORIAL DAY OBSERVED 05/27/24</i>	
06/09/24	06/22/24	07/05/24	24-14
		<i>JUNETEENTH OBSERVED 06/19/24</i>	
06/23/24	07/06/24	07/19/24	24-15
		<i>INDEPENDENCE DAY 07/04/24</i>	
07/07/24	07/20/24	08/02/24	24-16
07/21/24	08/03/24	08/16/24	24-17
08/04/24	08/17/24	08/30/24	24-18
08/18/24	08/31/24	09/13/24	24-19
09/01/24	09/14/24	09/27/24	24-20
		<i>LABOR DAY OBSERVED 09/02/24</i>	
09/15/24	09/28/24	10/11/24	24-21
09/29/24	10/12/24	10/25/24	24-22
10/13/24	10/26/24	11/08/24	24-23
10/27/24	11/09/24	11/22/24	24-24
11/10/24	11/23/24	12/06/24	24-25
		<i>VETERANS DAY 11/11/24</i>	
11/24/24	12/07/24	12/20/24	24-26
		<i>THANKSGIVING OBSERVED 11/28/24 AND 11/29/24</i>	

PAY PERIOD CALENDAR 2025

FROM	TO	PAYDAY	PAYPERIOD
12/08/24	12/21/24	01/03/25	25-01
12/22/24	01/04/25	01/17/25	25-02
		<i>CHRISTMAS 12/25/24</i>	
		<i>NEW YEAR'S 01/01/25</i>	
01/05/25	01/18/25	01/31/25	25-03
01/19/25	02/01/25	02/14/25	25-04
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/20/25</i>	
02/02/25	02/15/25	02/28/25	25-05
		<i>LINCOLN'S BIRTHDAY 02/12/25</i>	
02/16/25	03/01/25	03/14/25	25-06
		<i>PRESIDENTS' DAY OBSERVED 02/17/25</i>	
03/02/25	03/15/25	03/28/25	25-07
03/16/25	03/29/25	04/11/25	25-08
03/30/25	04/12/25	04/25/25	25-09
04/13/25	04/26/25	05/09/25	25-10
04/27/25	05/10/25	05/23/25	25-11
05/11/25	05/24/25	06/06/25	25-12
05/25/25	06/07/25	06/20/25	25-13
		<i>MEMORIAL DAY OBSERVED 05/26/25</i>	
06/08/25	06/21/25	07/03/25	25-14
		<i>JUNETEENTH OBSERVED 06/19/25</i>	
06/22/25	07/05/25	07/18/25	25-15
		<i>INDEPENDENCE DAY 07/04/25</i>	
07/06/25	07/19/25	08/01/25	25-16
07/20/25	08/02/25	08/15/25	25-17
08/03/25	08/16/25	08/29/25	25-18
08/17/25	08/30/25	09/12/25	25-19
08/31/25	09/13/25	09/26/25	25-20
		<i>LABOR DAY OBSERVED 09/01/25</i>	
09/14/25	09/27/25	10/10/25	25-21
09/28/25	10/11/25	10/24/25	25-22
10/12/25	10/25/25	11/07/25	25-23
10/26/25	11/08/25	11/21/25	25-24
11/09/25	11/22/25	12/05/25	25-25
		<i>VETERANS DAY 11/11/25</i>	
11/23/25	12/06/25	12/19/25	25-26
		<i>THANKSGIVING OBSERVED 11/27/25 AND 11/28/25</i>	

PAY PERIOD CALENDAR 2026

FROM	TO	PAYDAY	PAYPERIOD
12/07/25	12/20/25	01/02/26	26-01
12/21/25	01/03/26	01/16/26	26-02
		<i>CHRISTMAS 12/25/25</i>	
		<i>NEW YEAR'S 01/01/26</i>	
01/04/26	01/17/26	01/30/26	26-03
01/18/26	01/31/26	02/13/26	26-04
		<i>MARTIN Luther KING'S BIRTHDAY OBSERVED 01/19/26</i>	
02/01/26	02/14/26	02/27/26	26-05
		<i>LINCOLN'S BIRTHDAY 02/12/26</i>	
02/15/26	02/28/26	03/13/26	26-06
		<i>PRESIDENTS' DAY OBSERVED 02/16/26</i>	
03/01/26	03/14/26	03/27/26	26-07
03/15/26	03/28/26	04/10/26	26-08
03/29/26	04/11/26	04/24/26	26-09
04/12/26	04/25/26	05/08/26	26-10
04/26/26	05/09/26	05/22/26	26-11
05/10/26	05/23/26	06/05/26	26-12
05/24/26	06/06/26	06/19/26	26-13
		<i>MEMORIAL DAY OBSERVED 05/25/26</i>	
06/07/26	06/20/26	07/02/26	26-14
		<i>JUNETEENTH 06/19/26</i>	
06/21/26	07/04/26	07/17/26	26-15
		<i>INDEPENDENCE DAY OBSERVED 07/03/26</i>	
07/05/26	07/18/26	07/31/26	26-16
07/19/26	08/01/26	08/14/26	26-17
08/02/26	08/15/26	08/28/26	26-18
08/16/26	08/29/26	09/11/26	26-19
08/30/26	09/12/26	09/25/26	26-20
		<i>LABOR DAY OBSERVED 09/07/26</i>	
09/13/26	09/26/26	10/09/26	26-21
09/27/26	10/10/26	10/23/26	26-22
10/11/26	10/24/26	11/06/26	26-23
10/25/26	11/07/26	11/20/26	26-24
11/08/26	11/21/26	12/04/26	26-25
		<i>VETERANS DAY 11/11/26</i>	
11/22/26	12/05/26	12/18/26	26-26
		<i>THANKSGIVING OBSERVED 11/26/26 AND 11/27/26</i>	
12/06/26	12/19/26	12/31/26	26-27

PAY PERIOD CALENDAR 2027

FROM	TO	PAYDAY	PAYPERIOD
12/20/26	01/02/27	01/15/27 <i>CHRISTMAS 12/25/26</i> <i>NEW YEAR'S 01/01/27</i>	27-01
01/03/27	01/16/27	01/29/27	27-02
01/17/27	01/30/27	02/11/27 <i>MARTIN Luther KING'S BIRTHDAY OBSERVED 01/18/27</i>	27-03
01/31/27	02/13/27	02/26/27 <i>LINCOLN'S BIRTHDAY 02/12/27</i>	27-04
02/14/27	02/27/27	03/12/27 <i>PRESIDENTS' DAY OBSERVED 02/15/27</i>	27-05
02/28/27	03/13/27	03/26/27	27-06
03/14/27	03/27/27	04/09/27	27-07
03/28/27	04/10/27	04/23/27	27-08
04/11/27	04/24/27	05/07/27	27-09
04/25/27	05/08/27	05/21/27	27-10
05/09/27	05/22/27	06/04/27	27-11
05/23/27	06/05/27	06/18/27 <i>MEMORIAL DAY OBSERVED 05/31/27</i>	27-12
06/06/27	06/19/27	07/02/27 <i>JUNETEENTH OBSERVED 06/18/27</i>	27-13
06/20/27	07/03/27	07/16/27	27-14
07/04/27	07/17/27	07/30/27 <i>INDEPENDENCE DAY OBSERVED 07/05/27</i>	27-15
07/18/27	07/31/27	08/13/27	27-16
08/01/27	08/14/27	08/27/27	27-17
08/15/27	08/28/27	09/10/27	27-18
08/29/27	09/11/27	09/24/27 <i>LABOR DAY OBSERVED 09/06/27</i>	27-19
09/12/27	09/25/27	10/08/27	27-20
09/26/27	10/09/27	10/22/27	27-21
10/10/27	10/23/27	11/05/27	27-22
10/24/27	11/06/27	11/19/27	27-23
11/07/27	11/20/27	12/03/27 <i>VETERANS DAY 11/11/27</i>	27-24
11/21/27	12/04/27	12/17/27 <i>THANKSGIVING OBSERVED 11/25/27 AND 11/26/27</i>	27-25
12/05/27	12/18/27	12/30/27	27-26

Gov. Code Sec. 31461. (a) "Compensation earnable" by a member means the average compensation as determined by the board, for the period under consideration upon the basis of the average number of days ordinarily worked by persons in the same grade or class of positions during the period, and at the same rate of pay. The computation for any absence shall be based on the compensation of the position held by the member at the beginning of the absence. Compensation, as defined in Section 31460, that has been deferred shall be deemed "compensation earnable" when earned, rather than when paid.

(b) "Compensation earnable" does not include, in any case, the following:

(1) Any compensation determined by the board to have been paid to enhance a member's retirement benefit under that system. That compensation may include:

(A) Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member, and which was converted to and received by the member in the form of a cash payment in the final average salary period.

(B) Any one-time or ad hoc payment made to a member, but not to all similarly situated members in the member's grade or class.

(C) Any payment that is made solely due to the termination of the member's employment, but is received by the member while employed, except those payments that do not exceed what is earned in each 12-month period during the final average salary period regardless of when reported or paid.

(2) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, in an amount that exceeds that which may be earned in each 12-month period during the final average salary period, regardless of when reported or paid.

(3) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(4) Payments made at the termination of employment, except those payments that do not exceed what is earned in each 12-month period during the final average salary period, regardless of when reported or paid.

Gov. Code Sec. 7522.34. (a) "Pensionable compensation" of a new member of any public retirement system means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(b) Compensation that has been deferred shall be deemed pensionable compensation when earned rather than when paid.

(c) "Pensionable compensation" does not include the following:

(1) Any compensation determined by the board to have been paid to increase a member's retirement benefit under that system.

(2) Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member and which was converted to and received by the member in the form of a cash payment.

(3) Any one-time or ad hoc payments made to a member.

(4) Severance or any other payment that is granted or awarded to a member in connection with or in anticipation of a separation from employment, but is received by the member while employed.

(5) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.

(6) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(7) Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.

(8) Compensation for overtime work, other than as defined in Section 207(k) of Title 29 of the United States Code.

(9) Employer contributions to deferred compensation or defined contribution plans.

(10) Any bonus paid in addition to the compensation described in subdivision (a).

(11) Any other form of compensation a public retirement board determines is inconsistent with the requirements of subdivision (a).


(12) Any other form of compensation a public retirement board determines should not be pensionable compensation.



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: February 20, 2025

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Exclusion of Pay Item/Code from “Compensation Earnable” and “Pensionable Compensation” – County of Alameda**

The County of Alameda (County) requested that pay item/code Child Welfare Supervisor 8 Hour Shift – 834 be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation.” This pay code established a provision for compensation of 7.5% of base pay to be paid to employees in the job classification of Child Welfare Supervisor (Job Code 6750) in the Social Services Agency when assigned to work specified additional hours beyond their regular 40-hour workweek for the purposes of reviewing and closing open/pending cases or referrals in the Children and Family Services department.

On November 8, 2024, the Board of Supervisors approved adding the below Subsection 3-18.49 to Article 3, Section 3-18 of the County of Alameda Salary Ordinance.

“3-18.49 - Effective January 5, 2025, not to exceed eight (8) employees in job code 6750 who are assigned to work at least eight (8) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to review and close pending referral cases, shall be compensated an additional seven and one-half percent (7.5%) of the biweekly base pay. This provision is a two (2) month pilot program (“Pilot”) and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.”

Staff and Chief Counsel reviewed the required supporting documentation (attached) and made the determination that the pay code does not qualify as “compensation earnable” under Government Code Section 31461 (for Legacy members), or “pensionable compensation” under Government Code Section 7522.34 (for PEPRA members).

Payments for overtime are excluded from both “compensation earnable” (Government Code Section 31461(b)(3)); *Ventura County Deputy Sheriffs' Assn. v. Board of Retirement* (1997) 16 Cal.4th 483, 504) and “pensionable compensation” (Government Code Section 7522.34(c)(6)(8)). The two relevant Government Code sections are attached.

Staff informed the County that its determination will be included on the Board’s Consent Calendar for its February 20, 2025 meeting. If this item is not pulled from the Consent Calendar for discussion, then the Board will approve Staff’s determination to exclude pay item/code Child Welfare Supervisor 8 Hour Shift – 834 from “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRA members).

Attachments



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

REQUEST FOR ACERA’S REVIEW OF A NEW PAY ITEM/CODE

Employer Name:	County of Alameda
Date of Request	12/19/24
Employer Department Submitting the Request	Auditor-Controller’s Agency
Contact Person/Employer (include title/position)	Stephanie Tsurumoto
Contact Person Telephone incl area code	(510)272-6581
Contact Person Email address	stephanie.tsurumoto@acgov.org
Pay Item Name (and code Number)	Child Welfare Suprv 8 Hr Shift – 834
Pay Item Effective Date per authorization:	01/05/25
State if additional documentation is attached	Yes – Board Letter

NOTE: The following information is required before ACERA can review and respond to the request. To meet ACERA’s requirements, please provide substantive responses below or on a separate paper and return , with this form, all of the supporting documentation prior to issuing (paying) the pay item to any employee who is an ACERA member.

1. State the job classification of employees eligible for the pay item (i.e. Job Code 0499-Nurse Practitioners II may receive this pay item)

RESPONSE #1: 6750 – Child Welfare Supervisor

2. State employment status of employees eligible to receive the pay item (i.e. full time employees, part time employees)

RESPONSE #2: Full Time

3. State the number of members or employees who are eligible to receive the pay item (i.e. all members or employees in a job classification eligible to receive the pay item, or “not to exceed one employee”)

RESPONSE #3: Not to exceed 8 employees in Job Code 6750 per week.

4. State whether pay item is for overtime or regular base pay

RESPONSE #4: Overtime

5. State whether pay item is calculated as a fixed amount or percentage of the base pay

RESPONSE #5: 7.5% of Base Pay

6. State whether the pay item is paid one time (i.e. incentive pay, referral pay, bonus, award)

RESPONSE #6: Bi Weekly

7. State whether the pay item is an ad hoc payment (i.e, stipend, payment for attending a meeting during the working hours, payment for attending a meeting during non-working hours)

RESPONSE #7: No

8. State whether the pay item is a reimbursement (i.e., car allowance, housing allowance, uniform allowance, mileage payment, cell phone allowance)

RESPONSE #8: No

9. State regular working hours of the employees who will receive the pay item (i.e., 37.5 hour workweek employees, 40 hour workweek employees)

RESPONSE #9: 40.0 Hour Workweek

10. State whether pay item is for work performed outside of the regular workweek (i.e., payment for work or services performed outside of the employee's 37.5 hour workweek, or outside the employee's 40 hour workweek)

RESPONSE #10: Yes

11. State whether the pay item is for deferred compensation

RESPONSE #11: No

12. State whether the pay item is for retro payments

RESPONSE #12: No

13. State whether the pay item is for accrued unused leaves (i.e., sick leave, annual leave, floating holiday, vacation, comp time)

RESPONSE #13: No

14. State whether the payment is compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member or employee

RESPONSE #14: No

15. State whether the payment is severance or other payment in connection with or in anticipation of a separation from employment (and state if this payment is made while employee is working)

RESPONSE #15: No

16. State whether the pay item is paid in one lump sum or biweekly (or over some other time period-monthly, quarterly, annually)

RESPONSE #16: Biweekly

17. State the basis for eligibility for the pay item (i.e., certification of completion of training program conducted by an accredited university, or employee assigned as supervisor of badge distribution)

RESPONSE #17: Board Letter/Salary Ordinance

- iii. Article 3, Section 3-18 (Social Services Agency), to add two new subsections 3-18.48 and 3-18.49, to establish two footnotes of: 1) five percent of base pay for employees in the classification of Supervising Eligibility Technician Job Code (JC) 1473, and 2) seven and one-half percent of base pay for employees in the classification of Child Welfare Supervisor (JC 6750), respectively, when said employees are assigned to work specified additional hours beyond their regular 40-hour workweek for a limited pilot period, effective 1/5/25; and

The County will implement two (2) limited-term pilot programs ("Pilot") focused on reducing the open/pending applications/renewals and cases/referrals in the Social Services Agency ("SSA")'s Departments of Workforce and Benefits Administration ("WBA"), and Children and Family Services ("CFS"), respectively. During the Pilot, employees in the classification of Supervising Eligibility Technician (JC 1473) may be assigned on a voluntary basis to work an established four (4) to six (6) additional hours beyond the regular workweek for the purposes of supervising employees who are working overtime on Saturdays to complete open/pending applications and renewals in WBA. Employees in the classification of Child Welfare Supervisor (JC 6750) may be assigned on a voluntary basis to work an established eight (8) additional hours beyond their regular workweek for the purposes of reviewing and closing open/pending cases or referrals in CFS.

3-18.49 - Effective January 5, 2025, not to exceed eight (8) employees in job code 6750 who are assigned to work at least eight (8) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to review and close pending referral cases, shall be compensated an additional seven and one-half percent (7.5%) of the biweekly base pay. This provision is a two (2) month pilot program ("Pilot") and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.



Lakeside Plaza Building
1401 Lakeside Drive, Suite 500
Oakland, CA 94612-4305
TDD: (510) 272-3703

REVISED

December 10, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: ADOPT: 1) IFPTE, LOCAL 21 FOR REPRESENTATION UNITS S-06 AND S-25 PACE MOU; AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE ARTICLE 1, SECTION 1-1, SUBSECTION 1-1.1; ARTICLE 3, SECTION 3-18 (SOCIAL SERVICES AGENCY) SUBSECTION 3-18.25, AND TO ADD NEW SUBSECTIONS 3-18.48 AND 3-18.49; AND ARTICLE 7, SECTION 7-5. (PAID LEAVE)

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the June 23, 2024 through July 3, 2027 Memorandum of Understanding (“MOU”) between the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees (“PACE”) and the County of Alameda (“County”); and
- B. Adopt Salary Ordinance amendments to update:
 - i. Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications in Representation Units S-06 and S-25;
 - ii. Article 3, Section 3-18 (Social Services Agency), subsection 3-18.25, to increase the compensation for the 24-Hour Shift and After-Hours Shift by sixty dollars (\$60.00) and forty dollars (\$40.00), respectively, effective January 5, 2025;
 - iii. Article 3, Section 3-18 (Social Services Agency), to add two (2) new subsections 3-18.48 and 3-18.49, to establish two (2) footnotes of: 1) five percent (5%) of base pay for employees in the classification of Supervising Eligibility Technician (“SET”) (Job Code (“JC”) 1473), and 2) seven and one-half percent (7.5%) of base pay for employees in the classification of Child Welfare Supervisor (“CWS”) (JC 6750), respectively, when said employees are assigned to work specified additional hours beyond their regular 40-hour workweek for a limited pilot period, effective January 5, 2025; and
 - iv. Article 7, Section 7-5. (Paid Leave) by deleting references related to PACE as the provision in said Section is incorporated in the MOU, including some non-substantive cleanup language.

DISCUSSION/SUMMARY:

The PACE MOU expired as of June 22, 2024; however, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the collective bargaining process. In an effort to reach an agreement on a successor MOU, representatives of the County and representatives of PACE (collectively, the “Parties”) held 16 negotiating sessions beginning March 7, 2024. On

November 8, 2024, the Parties reached tentative comprehensive agreement on a successor MOU and on November 26, 2024, PACE ratified the comprehensive agreement.

As such, staff recommends that your Board adopt an Ordinance approving the June 23, 2024 through July 3, 2027 MOU between the Parties. This successor MOU includes the updated provisions outlined in the attached Summary of Significant Negotiated Terms.

Furthermore, staff recommends updates to the Salary Ordinance as follows: 1) Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to reflect the negotiated wage increases and applicable special salary adjustments for the classifications in Representation Units S-06 and S-25; 2) Article 3, Section 3-18. (Social Services Agency), subsection 3-18.25 to increase the compensation of the 24-Hour Shift and After-Hours Shift when employees in the classification of CWS (JC 6750) are assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage, with the 24-Hour Shift compensated \$490 per 24-hour shift and \$200 per after-hours shift effective January 5, 2025; 3) add two (2) new subsections to Article 3, Section 3-18, 3-18.48 to establish a footnote of five percent (5%) of base pay, not to exceed two (2) employees in the classification of SET (JC 1473), when assigned to work a shift of four (4) to six (6) hours, beyond their regular 40-hour workweek to supervise staff who are working overtime on Saturdays to complete open/pending applications and renewals, and 3-18.49 to establish a footnote of seven and one-half percent (7.5%) of base pay, not to exceed eight (8) employees in the classification of CWS (JC 6750), when assigned to work eight (8) additional hours beyond their regular 40-hour workweek for the purpose of reviewing and closing open/pending cases, for limited pilot period effective January 5, 2025; and 4) Article 7, Section 7-5. (Paid Leave) items A. and B. to delete reference related to PACE as the provision in said Section is incorporated in the successor MOU, including some non-substantive cleanup language.

SELECTION CRITERIA:

N/A


FINANCING:

Funds are available in the 2024-2025 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

VISION 2026 GOAL:

The recommendations meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

DocuSigned by:

24C63D8E074A48D...
Margarita Zamora, Director
Human Resource Services

cc: CAO
Auditor-Controller
County Counsel
Director, Social Services Agency
Director, Alameda County Health

IFTPE, Local 21 Representation Units S-06 and S-25 PACE
Summary of Significant Negotiated Terms
June 23, 2024 through July 3, 2027

MOU Section	Summary of Change															
Preamble	Term: June 23, 2024 through July 3, 2027 (3 years)															
6.E. Health and Welfare, Share the Savings	<p>Effective Plan Year ("PY") 2026, increase Share the Savings by \$50/month for each tier:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #c8e6c9;">Tier</th> <th style="background-color: #c8e6c9;">Current Monthly Stipend</th> <th style="background-color: #c8e6c9;">2026 Monthly Stipend</th> </tr> </thead> <tbody> <tr> <td>Employees who decline all medical coverage</td> <td style="text-align: center;">\$250</td> <td style="text-align: center;">\$300</td> </tr> <tr> <td>Employees who decline Family coverage and elect Single coverage.</td> <td style="text-align: center;">\$200</td> <td style="text-align: center;">\$250</td> </tr> <tr> <td>Employees who decline Family coverage and elect 2-Party coverage.</td> <td style="text-align: center;">\$150</td> <td style="text-align: center;">\$200</td> </tr> <tr> <td>Employees who decline 2-Party coverage and elect Single coverage.</td> <td style="text-align: center;">\$150</td> <td style="text-align: center;">\$200</td> </tr> </tbody> </table>	Tier	Current Monthly Stipend	2026 Monthly Stipend	Employees who decline all medical coverage	\$250	\$300	Employees who decline Family coverage and elect Single coverage.	\$200	\$250	Employees who decline Family coverage and elect 2-Party coverage.	\$150	\$200	Employees who decline 2-Party coverage and elect Single coverage.	\$150	\$200
Tier	Current Monthly Stipend	2026 Monthly Stipend														
Employees who decline all medical coverage	\$250	\$300														
Employees who decline Family coverage and elect Single coverage.	\$200	\$250														
Employees who decline Family coverage and elect 2-Party coverage.	\$150	\$200														
Employees who decline 2-Party coverage and elect Single coverage.	\$150	\$200														
7.A Wages	<ul style="list-style-type: none"> 6% effective March 2, 2025 5% effective March 1, 2026 4% effective February 28, 2027 															
7.B. Special Adjustment	<p>For Child Welfare Supervisor ("CWS") (JC 6750):</p> <ul style="list-style-type: none"> 4% effective March 2, 2025 1% effective March 1, 2026 															
8.A. Bilingual Pay	<p>Effective January 5, 2025, increase Bilingual Pay by \$5/pay period for each tier:</p> <ul style="list-style-type: none"> One language: \$60 Three languages: \$65 															
8.B. Longevity Pay	<p>Effective January 5, 2025, establish Longevity Pay of:</p> <ul style="list-style-type: none"> 1% at 10-years of service 1% at 20-years of service, for a total of 2% at 20 YOS 															
9. Educational Stipend	<p>Effective January 5, 2025, establish a Professional Incentive Pool of:</p> <ol style="list-style-type: none"> 1) Up to \$1000 per employee per fiscal year; 2) With a maximum County liability not to exceed \$20,000 per fiscal year, and 3) Unexpended funds, not to exceed \$5,000, to carry over to the following fiscal year. 															
11.J. Personal Leave	Effective January 5, 2025, increase from two (2) days to three (3) days.															
16.D. Reimbursement for Property Damage	Update language to add clarity and align with County Risk Management Unit's process of reimbursement for loss/damage of privately owned vehicles.															
Side Letter: Travel Meal Reimbursement	<ul style="list-style-type: none"> Allow CWS (JC 6750) who are required to make home visits outside of the County to be reimbursed for food items designated as meals, including snacks purchased in lieu of a meal, and meals purchased at a grocery store. Within 30 days after PACE's ratification of the MOU, provide policy on travel meal reimbursement and offer meet and confer to PACE. 															
Side Letter: Footnote for Additional Work Hours	<p>Effective January 5, 2025, implement pilot program to provide a footnote of:</p> <ul style="list-style-type: none"> 5% for Supervising Edibility Technicians when assigned to work four (4) to six (6) hour shifts on Saturdays, beyond their 40-hour workweek, to supervise staff who are processing pending applications/renewals. 7.5% for Child Welfare Supervisors when assigned to work eight (8) additional hours per pay period to review/close pending cases. 															
Throughout	Non-substantive cleanup (i.e., remove gendered pronouns, spell out numbers) throughout MOU.															

SECOND READING - CONTINUED FROM 12/10/24

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

Ordinance No.

AN ORDINANCE APPROVING THE
JUNE 23, 2024 THROUGH JULY 3, 2027 MEMORANDUM OF UNDERSTANDING
WITH THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
FOR REPRESENTATION UNITS S-06 AND S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

The June 23, 2024 through July 3, 2027 Memorandum of Understanding between the County of Alameda negotiators and the International Federation of Professional and Technical Engineers, Local 21 Professional Association of County Employees applicable to employees in Representation Units S-06 and S-25, is hereby approved and incorporated herein by reference.

SECTION II

This ordinance shall take effect immediately, and before the expiration of fifteen (15) days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2024 – 2025
COUNTY OF ALAMEDA SALARY ORDINANCE

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

Article 1, Section 1-1, Subsection 1-1.1 of the County of Alameda Salary Ordinance is hereby amended thereto of the following job codes, titles and salaries effective as shown below:

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
1473	SM	Supervising Eligibility Technician						X
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60	
		03/02/2025	3800.00	3976.00	4173.60	4385.60	4606.40	
		03/01/2026	3990.40	4175.20	4382.40	4604.80	4836.80	
		02/28/2027	4150.40	4342.40	4557.60	4788.80	5030.40	
1474	SM	Veterans Service Officer						X
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60	
		03/02/2025	3910.40	4104.80	4306.40	4516.00	4737.60	
		03/01/2026	4105.60	4310.40	4521.60	4741.60	4974.40	
		02/28/2027	4269.60	4483.20	4702.40	4931.20	5173.60	
1498	SM	Patient Services Supervisor						X
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20	
		03/02/2025	3585.60	3756.00	3944.00	4140.80	4353.60	
		03/01/2026	3764.80	3944.00	4141.60	4348.00	4571.20	
		02/28/2027	3915.20	4101.60	4307.20	4521.60	4754.40	
6735	SM	Licensing Evaluator Supervisor						X
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80	
		03/02/2025	3871.20	4051.20	4245.60	4452.80	4660.80	
		03/01/2026	4064.80	4253.60	4457.60	4675.20	4893.60	
		02/28/2027	4227.20	4424.00	4636.00	4862.40	5089.60	
6736	PA	Client Advocate						X
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40	
		03/02/2025	4000.80	4203.20	4410.40	4630.40	4870.40	
		03/01/2026	4200.80	4413.60	4631.20	4861.60	5113.60	
		02/28/2027	4368.80	4590.40	4816.80	5056.00	5318.40	
6738	PA	Appeals Officer						X
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00	
		03/02/2025	4011.20	4214.40	4420.00	4640.80	4880.00	
		03/01/2026	4212.00	4424.80	4640.80	4872.80	5124.00	
		02/28/2027	4380.80	4601.60	4826.40	5068.00	5328.80	
6284	MA	Supervising Child Care Worker						X
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60	
		03/02/2025	3152.80	3305.60	3472.80	3633.60	3821.60	
		03/01/2026	3310.40	3471.20	3646.40	3815.20	4012.80	
		02/28/2027	3443.20	3610.40	3792.00	3968.00	4173.60	
6739	SM	Supervising Appeals Officer						X

Job Code	MC	Classification Title					FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00
		03/02/2025	4662.40	4886.40	5120.00	5388.00	5656.00
		03/01/2026	4895.20	5130.40	5376.00	5657.60	5939.20
		02/28/2027	5091.20	5336.00	5591.20	5884.00	6176.80
6750	MA	Child Welfare Supervisor					X
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60
		03/02/2025	4720.00	4958.40	5196.80	5432.00	5699.20
		03/01/2026	5005.60	5258.40	5511.20	5760.80	6044.00
		02/28/2027	5205.60	5468.80	5732.00	5991.20	6285.60

SECTION II

Article 3, Section 3-18 (Social Services Agency), of the County of Alameda Salary Ordinance is hereby amended to read as follows:

3-18.25 – 24-Hour Shift: Employees in Job Code 6750, when assigned to the Emergency Response Unit (“ERU”) to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to their regular assignment, shall be compensated as follows:

Effective January 13, 2019: three hundred thirty dollars (\$330) per 24-hour shift.

Effective June 1, 2022: four hundred thirty dollars (\$430) per 24-hour shift.

[Effective January 5, 2025: four hundred ninety dollars \(\\$490\) per 24-hour shift.](#)

After-Hours Shift: An after-hours shift shall be defined as a weekday shift during which no less than two-thirds of the hours worked fall between 10:00 p.m. and 8:00 a.m., beginning Monday and ending Saturday morning. Employees in Job Code 6750, when assigned to the ERU to provide coverage for emergency calls in lieu of on-site coverage for an after-hours shift, in addition to their regular assignment, shall be compensated as follows:

Effective January 13, 2019: eight-five dollars (\$85) per after-hours shift.

Effective June 1, 2022: one hundred sixty dollars (\$160) per after-hours shift.

[Effective January 5, 2025: two hundred dollars \(\\$200\) per after-hours shift.](#)

If no employee volunteers to provide coverage for either a 24-hour or an after-hours shift, management will assign employees to provide coverage for the uncovered shift in order of inverse seniority in the classification of all employees in Job Code 6750. No employee shall be required to provide coverage for any shift without first having received a minimum of eight (8) hours of training on supervisory tasks and responsibilities as ERU backup.

[3-18.48 – Effective January 5, 2025, not to exceed two \(2\) employees in job code 1473 per week who are each assigned to work at least one \(1\)-four \(4\) to six \(6\) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent \(5.0%\) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent \(5.0%\) in any pay period. Assignments for working an additional four \(4\) to six \(6\) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six \(6\) month pilot program \(“Pilot”\) and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.](#)

[3-18.49 - Effective January 5, 2025, not to exceed eight \(8\) employees in job code 6750 who are assigned to work at least eight \(8\) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to](#)

[review and close pending referral cases, shall be compensated an additional seven and one-half percent \(7.5%\) of the biweekly base pay. This provision is a two \(2\) month pilot program \("Pilot"\) and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.](#)

SECTION III

Article 7, Section 7-5 (Paid Leave) of the County of Alameda Salary Ordinance is hereby amended to read as follows:

This plan recognizes that the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek by allowing employees paid leave of absence in each calendar year, as follows:

A. Exempt M-designated employees. (BOS approved amendment [3/26/19](#))

1. Each exempt unrepresented employee, who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven days of paid leave of absence in each calendar year in recognition of time worked in excess of the normal County workweek, to be scheduled by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

2. Additionally, each exempt employee represented by the ACMEA in Representation Units R15, R44, R45, R48, R49, and R50; ACMEA in Representation Units 029 [and](#) 075; ~~and the Professional Association of County Employees in Representation Units S06 and S25~~, who is an executive, administrative, or professional employee exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven (7) days of paid leave of absence in each calendar year to be scheduled by the employee, subject to the approval of the Agency/Department Head, and to be taken only within that calendar year. (BOS approved [10/10/23](#))

3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 4.67 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work.

B. Non-exempt M-designated employees. (BOS approved amendment [3/26/19](#))

1. Each non-exempt unrepresented management employee shall receive three days of paid leave of absence in each calendar year to be scheduled by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

2. Additionally, each non-exempt M-designated employee represented by ACMEA in Representation Units R15, R44, R45, R48, R49, and R50; represented by ACMEA in Representation Unit 029 [and](#) 075; ~~represented by the Professional Association of County Employees in Representation Units S06 and S25~~; and employees represented by the Civil Engineers Management Unit in Representation Unit 030 shall receive three days of paid management leave of absence in each calendar year to be selected by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 2.0 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work.

SECTION IV

This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

MEMORANDUM OF UNDERSTANDING

Between the

International Federation of Professional and
Technical Engineers, Local 21, AFL-CIO

For Representation Units S-06 and S-25
Professional Association of County Employees



and the
County of Alameda



June 23, 2024 – July 3, 2027

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**2024 - 2027
MEMORANDUM OF UNDERSTANDING
BETWEEN THE IFPTE, LOCAL 21
FOR REPRESENTATION UNITS S-06 AND S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE
COUNTY OF ALAMEDA**

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2024 - 2027
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
IFPTE, LOCAL 21
FOR REPRESENTATION UNITS S-06 and S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE COUNTY OF ALAMEDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County" and the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County for those conditions of employment to be in effect during the period June 23, 2024 through July 3, 2027, for those employees working in the representation units referred to and further described in Section 1. (Recognition), below.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time and part-time, permanent, and probationary employees in those classifications included in Representation Units S-06 and S-25 specifically enumerated in Appendices A-1 (Salaries Unit S-06) and A-2 (Salaries Unit S-25) of this MOU.

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification that may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly created Civil Service classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the department head panel as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator who is agreed upon by all parties to the disagreement shall decide the matter. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

SECTION 2. NO DISCRIMINATION

2.A. DISCRIMINATION PROHIBITED. No person in the classified Civil Service shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, age, race, color, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical condition, military and veteran status, or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Employment Discrimination Complaint Procedures contained in Appendix C, which is incorporated by reference to this MOU, and shall be excluded from the Grievance Procedure.

- 2.B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.
- 2.C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Employment Discrimination Complaint Procedures referenced in Appendix C during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY

- 3.A. NOTICE OF RECOGNIZED UNION.** When an employee is hired into a classification represented by the Union, the County shall notify the employee that the Union is the recognized exclusive bargaining agent. The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation units and the name and address of the Union.
- 3.B. AUTOMATIC PAYROLL DEDUCTIONS AND REMITTANCE.** Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the County will deduct the appropriate dues and/or fees, as established and as may be changed from time to time by the Union, from the employee’s pay, and remit such dues and/or fees to the Union. Employee requests to cancel or change such deductions must be directed to the Union, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

No later than December 1st of each year, the County shall provide to the Union the County’s official annual calendar showing paydays for the following year. The Union will provide the County with written notice of each employee deduction authorization and/or revocation on or before Monday of a non-payday week. The effective date of the deductions and/or revocations of any existing authorizations for employees shall be the payday Friday following the Union’s notification to the County of the deduction authorization or revocation.

- 3.C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3. (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand, suit or other action by the County’s Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union’s obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be

required to pay from its own funds Union dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. UNION STEWARDS

4.A. PURPOSE. The County recognizes the need and affirms the right of the Union to designate stewards of the Union from among employees in the unit. It is agreed that the Union in appointing such stewards does so for the purpose of promoting effective working relationships.

4.B. ROLE OF THE UNION STEWARD. The County recognizes the right of the Union to represent employees in connection with grievances that arise under Section 14. (Grievance Procedure).

The steward recognizes the fact that the supervisor is the key person in the Agency/Department and understands that the steward’s Union representation function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, County or Agency/Department policy.

4.C. SELECTION OF STEWARDS. The Union shall designate the method of selection of stewards. The Union shall notify the Labor Relations Department in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Labor Relations Department shall be advised in writing of the stewards being replaced and the stewards named to take their place. The number of stewards shall be mutually agreed upon.

4.D. DUTIES AND RESPONSIBILITIES OF THE STEWARD. The following functions are understood to constitute the complete duties and responsibilities of the steward.

1. Permission, Duties and Time Limits. After obtaining supervisory permission, stewards will be permitted to leave their normal work area on paid time not to exceed four (4) hours per week to assist in investigation of facts, assist in presentation of a grievance or a disciplinary action, or meet with an employee new to the bargaining unit during the first week of the new employee’s employment in the unit. In the event there is more than one (1) new employee on-boarded in the same pay period at the same worksite location, only one (1) meeting shall occur with all new employees. The meeting shall take place at the employee’s worksite location at the designated time per subsection 5.E. (Access to New Employees). The meeting scheduled with new employee(s) shall not exceed thirty (30) minutes. Time used for Union orientations shall be counted towards the total four (4) hours allowed per week under this subsection. In the event the Union orientation cannot take place as provided above due to scheduling or other unavoidable conflicts, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

2. Grievance Investigation and Permission. To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties

will not be contacted by stewards as a part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the steward to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the steward was denied permission.

To obtain permission to meet with a new employee under the provision in subsection 4.D.1. above, the steward or Union staff representative shall advise the Agency's Human Resources Representative at least two (2) working days prior to the proposed orientation date. The Agency shall coordinate with the appropriate supervisors of the steward and the new employee(s) to schedule the meeting as requested, subject to non-interference with business needs. The Union's requested time shall not be unreasonably denied. In the event the Union's staff representative also attends the meeting, the Union's staff representative shall notify the Chief Departmental Human Resources Administrator at least two (2) working days prior to the meeting so that the Agency can designate a separate space where the meeting shall be held.

- 3. Time Reporting.** The steward shall report such time taken under subsection 4.D.1. above, to their supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

Stewards who participate in the meet and confer process and/or participate in a labor-management committee, must report such time to their supervisor as payroll code MCL for meeting and conferring and payroll code LMC for participation in a labor management committee.

- 4.E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If a steward is reassigned which will leave their shift or work location without a steward, the Union shall have the right to appoint a replacement. The Union may change stewards during the grievance procedure, provided that only one (1) steward will be allowed paid time off from work upon one (1) occasion to investigate the grievance.
- 4.F. LIMITATION OF TIME OFF.** Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

SECTION 5. USE OF BULLETIN BOARDS; MEETINGS; ACCESS TO RECORDS

- 5.A. USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.
- 5.B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other

than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only when such request has been authorized.

- 5.C. MEETINGS.** Meetings of a Union staff representative and a group of employees shall not be permitted during working hours except as provided in subsections 4.D.1. and 5.B., above.
- 5.D. ACCESS TO RECORDS.** An employee shall be permitted to review their own personnel record. Union stewards and Union staff representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee, steward or Union staff representative when accompanied by the employee or upon presentation of a written authorization signed by the employee, may request a copy of the employee's personnel record. The custodian of the file shall grant such a request within three (3) working days. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after five (5) years from the date of the letter, provided the County has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Agency/Department Head.

The employee shall be provided an opportunity to respond in writing, or personal interview, to any information in the file about which they disagree. Such response shall become a permanent part of their personnel record. The employee shall be responsible for providing the written responses to include in their permanent record.

5.E. ACCESS TO NEW EMPLOYEES.

- 1. Definitions.** For all purposes of this subsection 5.E., the following definitions shall apply:
- a. **Employee.** Any employee, whether permanent, temporary, full-time, part-time, or seasonal.
 - b. **New Employee Orientation ("NEO").** The on-boarding process of a newly-hired employee, including an employee who has promoted, demoted, reinstated, or transferred into one of the bargaining units, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 2. NEO.** The County Human Resource Services Employee Benefits Center ("EBC") coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County's policy that NEOs are mandatory for all newly-hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.

- a. **Designated Representative.** The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall update the County of any changes to the designated representative.
- b. **Notice of Schedule.** The County shall provide the Union's designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year no later than the last full pay period in December of each preceding year. If there are any changes to the scheduled dates, EBC will notify the Union's designated representative as soon as possible.
- c. **List of New Employees.** The Agency shall provide, via email to the Union's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to start in their position no later than the close of business on the Wednesday preceding the new hire's start date. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining units effective that upcoming pay period. A shorter notice may be provided under mitigating circumstances, in which case the Agency will provide the information as soon as possible prior to the Union orientation date.

In the notifications, EBC and the Agency, as appropriate, will provide the name; job title; business unit; work address; work, home and personal cell phone numbers; work and personal email addresses; and home address on file with the County. If the County does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided in the notice.

- 3. Union Orientation.** During the first week of the employee's date of hire or date of entry in the bargaining unit(s), new employees shall be released, with reasonable travel time and without loss of compensation, to meet with one (1) Union-designated member and/or staff representative at their worksite for a thirty (30) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with subsection 4.D. (Duties and Responsibilities of the Steward). The orientation shall not occur during a rest or meal break. The Union shall be permitted to reserve a separate room, designated by the Agency, for the orientation, provided one (1) is available. In the event the orientation cannot take place due to scheduling or other unavoidable conflicts during the employee's first week as provided above, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.
- 4. Provision of Information.** On a quarterly basis, the County shall provide to the Union, in sortable electronic format, information regarding all employees in the bargaining units on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, respectively. The information shall be provided to the Union by the last Friday of the month in March, June, September, and December of each year respectively. The information shall include the following data to the extent it is in the County's possession:

1. Name

2. Employee Identification Number
3. Classification
4. Job Code
5. Department
6. Union Code Description
7. Work Address
8. Work, Home, and Personal Cellular Telephone Numbers
9. Work and Personal Email Addresses
10. Home Address
11. Date of Hire
12. Salary Step
13. Annual Salary

SECTION 6. HEALTH AND WELFARE

6.A. MEDICAL PLANS. The County offers Health Maintenance Organization (“HMO”) medical plan options and effective February 1, 2022, a Preferred Provider Organization (“PPO”) or Indemnity medical plan. Alternative plan options listed in subsection 6.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 6.A.1. (Payment of Premiums) below.

1. Payment of Premiums.

Plan Year 2024: Effective February 1, 2024, the County will pay eighty-five percent (85%) of the total semi-monthly premium of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan toward the total semi-monthly premium of a PPO or Indemnity plan at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. Proration. The County contribution in subsection 6.A.1. (Payment of Premiums) shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for their job classification, provided that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly medical premium.

6.B. DENTAL PLANS. The County offers both a dental HMO plan and a dental PPO plan. Alternative plan options listed in subsection 6.C.2 (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly

scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

Payment of Premiums. The County shall pay the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification, the employee will be responsible for paying the total semi-monthly dental premium .

Plan Year 2024: Effective Plan Year 2024, the maximum annual dental benefit shall be one thousand nine hundred dollars (\$1,900).

6.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

1. **Subject to Availability.** The foregoing County-offered medical and dental plan options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of any such changes. Within seven (7) days after receipt of such notice, the Union may request to meet and confer regarding the impact of any such changes. Such request to meet and confer shall be sent in writing to the County's Labor Relations Manager.

The parties agree that upon notice to the Union, the County may make changes during the term of the MOU to the medical and dental plans that do not materially impact the health benefits. Within seven (7) days of receiving such notice the Union may request to meet with the County.

The parties agree that upon notice to the Union, the MOU shall be reopened to discuss possible changes in medical or dental plan design.

2. **Duplicate Coverage.** This subsection applies to married County employees or employees in domestic partnerships (as defined in Appendix B (Domestic Partner Defined)) and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from covering each other within the same medical or dental plan.
 - a. Medical Plan Coverage. Married County employees or employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of medical plan coverages:
 - Up to one (1) full family PPO or Indemnity plan.
 - Up to one (1) full family HMO plan.
 - Up to one (1) full family HMO membership with up to one (1) full family PPO or Indemnity plan.

- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family HMO plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

b. Dental Plan Coverage. Married County employees and employees in domestic partnerships who are both employed by the County shall be entitled to one (1) choice from the following list of dental plan coverages:

- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) PPO full family supplemental dental plan.
- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) full family DHMO dental plan.
- Up to one (1) full family DHMO dental plan.
- Up to one (1) full family PPO/Indemnity dental plan.

For County employees in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee if the parent employee has the YAD employee on a family plan.

3. **Effect of Leave Without Pay and Re-Enrollment.**

- a. Medical Plan. Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 6.A.2. (Proration).
- b. Dental Plan. Employees on leave without pay (including vacation purchase hours referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for paying one hundred percent (100%) of the semi-monthly dental premium.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current medical plan or dental plan premiums, or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical or dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical or dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of that Plan Year and may only restore to their prior level of medical or dental plan coverage during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses their medical or dental plan coverage for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County and promulgated by the EBC.

Any employee whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to any new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

- 4. **Special Enrollment Due to Change in Status.** To make changes to employee benefit elections outside of the annual Open Enrollment period for a County-sponsored medical or dental plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, divorce, adoption, loss of medical or dental coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
- 5. **Open Enrollment.** Eligible employees may choose from the medical and dental plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.

6.D. VISION PLAN. Effective February 1, 2012, employees shall be eligible to participate in the County's Voluntary Vision Plan. The premium cost shall be paid by the employee.

6.E. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 6.A. (Medical Plans) and who have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 Dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to proration as outlined in subsection 6.E.2. (Proration).

1. Tiers and Monthly Stipend.

- a. Effective Plan Year 2023, the County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

- b. Effective Plan Year 2026, the County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

2. Proration. The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for their job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their classification will not receive the monthly stipend for that biweekly pay period.

3. Effect of Leave Without Pay. Employees on leave without pay (including vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 6.E.2. (Proration).

6.F. CAFETERIA BENEFIT PLAN. Employees are eligible to participate in the County’s Cafeteria Benefit Plan. The County’s Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Code (“IRC”), was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRC, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 6.G. (County Allowance) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of employment in the case of a new employee, or if an employee becomes eligible due to an employment status change (i.e., Temporary Assignment Pool employee transfers to or promotes into an eligible classification), the employee may allocate from the employee’s salary, on a pre-tax basis, an amount to the Health Care Flexible Spending Account (“FSA”). Except as governed by the County Allowance (subsection 6.G.), no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds and shall not be reimbursed to employees.

6.G. COUNTY ALLOWANCE. Employees eligible to participate in the County Allowance for benefits shall continue to receive the County Allowance subject to any amendments/changes that may occur from time to time at the sole discretion of the Board of Supervisors. County Allowance contributions are made on a semi-monthly basis and subject to proration as outlined in subsection 6.G.2. (Proration).

1. Annual Allowance.

Plan Year 2024: Effective Plan Year 2024, the County Allowance amount shall be three thousand five hundred dollars (\$3,500) per calendar year.

- 2. Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for their job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one (1) representation group to another shall be entitled to a prorated amount stipulated in subsection 6.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31 shall not be eligible for the County Allowance until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 6.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

- 3. Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, employees may not make any changes to their County Allowance allocation or FSAs during the plan year.
- 4. Unallocated and/or Unused Funds.** Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 6.F. (Cafeteria Benefit Plan) within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care FSA pursuant to the IRC. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

Any remaining unspent funds in any of the FSAs (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds and shall not be reimbursed to employees.

SECTION 7. WAGES

7.A. WAGES.

Effective March 2, 2025, salaries for all represented classes shall be increased by six percent (6.0%).

Effective March 1, 2026, salaries for all represented classes shall be increased by five percent (5.0%).

Effective February 28, 2027, salaries for all represented classes shall be increased by four percent (4.0%).

7.B. SPECIAL ADJUSTMENTS. In addition to the general increases above, the following class will receive special adjustments as follows:

Job Code	Classification	Effective March 2, 2025	Effective March 1, 2026
6750	Child Welfare Supervisor	4.0%	1.0%

SECTION 8. PREMIUM CONDITIONS

8.A. BILINGUAL PAY. Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, effective e August 14, 2016, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$55 per pay period and the employee occupying such a position and having proficiency in three (3) or more languages shall receive \$60 per pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

Effective January 5, 2025, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$60 per pay period and an employee occupying such a position and having proficiency in three (3) or more languages shall receive \$65 per pay period, provided that the employee is required to utilize such additional languages in the course of their duties.

8.B. LONGEVITY PAY.

- 1. 10 Years of Service.** Effective January 5, 2025, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to or at least 20,800 total service hours), shall receive an additional one percent (1.0%) compensation applied to all hours in paid status.
- 2. 20 Years of Service.** Effective January 5, 2025, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours), shall receive an additional one percent (1.0%) compensation, for a total of two percent (2.0%) applied to all hours in paid status.

SECTION 9. EDUCATIONAL STIPEND

Effective January 5, 2025, upon the approval of the Agency/Department Head of any plan submitted by an employee to engage in job-related educational courses that maintain or upgrade the employee’s skills on the job, or prepare the employee for promotional opportunities, the County shall reimburse up to one thousand dollars (\$1,000) per employee per fiscal year upon submission of evidence of successful completion of the course(s). Expenses eligible for reimbursement include tuition and/or registration fees, course related books, and course related training materials. More than one (1) educational plan may be approved in any fiscal year, but in no event shall the stipend exceed one thousand dollars (\$1,000) per employee per fiscal year.

The maximum County liability under this section shall not exceed twenty thousand dollars (\$20,000) in any fiscal year; except that any unexpended funds, not to exceed a maximum of

five thousand dollars (\$5,000), will be carried over to the following fiscal year on a rolling basis. Employees shall receive such stipends on a first come-first served basis each fiscal year.

SECTION 10. HOLIDAYS AND MANAGEMENT PAID LEAVE

10.A. HOLIDAYS DEFINED. Paid holidays shall be:

Date Observed	Known As
January 1	New Year’s Day
Third (3 rd) Monday in January	Dr. Martin Luther King, Jr.’s Birthday
February 12	Lincoln’s Birthday
Third (3 rd) Monday in February	Presidents’ Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First (1 st) Monday in September	Labor Day
November 11	Veterans Day
Fourth (4 th) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three (3) or more members of the Board of Supervisors.

In the event the date of observance of any of the foregoing holidays that coincide with State holidays set forth in the California Government Code Section 6700 is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this MOU.

10.B. FLOATING HOLIDAYS. Employees hired prior to July 1 of each year shall be entitled to four (4) floating holidays (32 hours). These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. Employees hired after July 1 will not be entitled to these floating holiday(s) for the calendar year in which they were hired. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

10.C. OBSERVATION ON WORKDAYS. Employees will observe holidays except:

1. In the event that January 1 (New Year’s Day), February 12 (Lincoln’s Birthday), June 19 (Juneteenth), July 4 (Independence Day), November 11 (Veterans Day), or December 25 (Christmas), shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday.

2. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

10.D. VALUE OF A HOLIDAY. The value of a holiday that falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for an employee normally scheduled to work eighty (80) hours per pay period or seven and one-half (7.5) hours for an employee normally scheduled to work seventy-five (75) hours per pay period.

10.E. MANAGEMENT PAID LEAVE. The County recognizes that the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek by allowing employees paid leave of absence in each calendar year.

Exempt M-Designated Employees. Each employee who is an executive, administrative or professional employee exempt from the overtime provisions of the Fair Labor Standards Act shall receive seven (7) days of paid management leave of absence in each calendar year, to be selected by the employee, subject to the approval of the Agency/Department head, and to be taken only within that calendar year. Days that for any reason are not taken in the calendar year shall not thereafter be paid in any form.

An employee appointed after the start of the calendar year shall receive paid management leave of absence prorated at the rate of 4.67-hours each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid management leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

10.F. EFFECT OF LEAVE WITHOUT PAY ON MANAGEMENT PAID LEAVE AND FLOATING HOLIDAYS. Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use management paid leave and floating holiday hours for that calendar year when they return to paid status during the same calendar year.

SECTION 11. VACATION LEAVE

Eligible employees in service with the County shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. An employee who is regularly scheduled to work less than the normal workweek for the job classification shall accrue vacation leave accordingly. Vacation accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification.

11.A. VACATION ACCRUAL.

1. For Employees Hired Prior to January 1, 2017. Each employee in the service of the County hired prior to January 01, 2017, shall accrue vacation leave according to the following schedules:

- a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 - d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
- 2. For Employees Hired On or After January 1, 2017.** Each person in the service of the County hired on or after January 01, 2017, shall accrue vacation leave as follows:
- a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
 - c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
 - d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.
- 3. Effective the pay period containing June 22, 2024,** all employees covered by this MOU shall accrue vacation leave as follows:
- a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. **Three (3) weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
 - c. **Four (4) weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of

continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.

- d. **Five (5) weeks accrual** - Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

11.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

- 1. For persons employed prior to January 01, 2017.
 - a. Employees who accrue vacation leave pursuant to subsection 11.A.1. and who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's maximum accrual as set forth in subsection 11.B.1. (b) or 11.C. (Limitation on Unused Vacation Leave Balances), as applicable.
 - b. Employees hired prior to January 01, 2017 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level that will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level that will avoid a downward adjustment. Beginning the year 2000, for employees hired prior to January 01, 2017, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year, shall be no more than two (2) times the employee's vacation accrual rate, and shall be as follows:

Years of Service	Vacation Accrual Rate in Pay Period Prior to January 1	Maximum Balance in Pay Period Containing January 1
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

- 2. For employees hired on or after January 01, 2017, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels below their maximum vacation leave balance, the Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

Employees who accrue vacation leave pursuant to subsections 13.A.2. and 13.A.3., and who leave the County service for any reason, shall be paid at the biweekly or

hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee’s applicable maximum vacation balance as set forth in subsection 11.B.1. (b) or 11.C. (Limitation on Unused Vacation Leave Balances), as applicable.

11.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. Effective the pay period containing June 22, 2024, for all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum vacation leave balance and shall not recommence until their balance falls below this maximum.

The maximum vacation leave balance for each accrual rate shall be as follows:

Years of Service	Vacation Accrual Rate	Maximum Vacation Leave Pay Period Balance
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

11.D. DATE WHEN VACATION ACCRUAL STARTS. Vacation accrual shall begin on the first day of employment.

11.E. PREVIOUSLY ACCRUED VACATION EXCEEDING MAXIMUM BALANCE. As of the pay period containing June 22, 2024, the vacation leave balance of any employee that exceeds the maximum vacation leave balance will be paid in cash.

11.F. MAXIMUM VACATION LEAVE. Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. Employees, with approval from their Agency/Department Head may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

11.G. DEFINITION. For the purpose of this Section 11. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

11.H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave with or without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 11. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section 11. (Vacation Leave), provided, further, that, for purposes of qualifying for 15, 20 or 25 working days' vacation leave, where employees have been employed by the County without interruption for the past 10 years, all service of such employees shall be deemed to have been continuous.

11.I. WHEN VACATION MAY BE TAKEN. Paid leave may be granted up to a maximum of eighty (80) hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

Vacations will be scheduled by mutual agreement between the Agency/Department Head and employees. Employees shall be allowed to divide their vacation leave in any vacation scheduling year into up to five (5) segments. The Agency/Department Head or their designee, at their discretion, may grant an employee additional segments of vacation.

Conflicting vacation requests among employees in a scheduling unit shall be resolved according to countywide seniority. The first such conflict during the scheduled vacation year shall be resolved in favor of the employee with the most countywide seniority. Subsequent (second through fifth) conflicts shall be resolved in favor of the employee with the most countywide seniority who has not previously had such a conflict resolved in their favor during that scheduled vacation year.

11.J. PERSONAL LEAVE. Effective January 5, 2025, employees shall be allowed three (3) days in any calendar year from their regular vacation leave for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the agency/department.

11.K. RATE OF VACATION PAY. Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendices A-1 and A-2 that such employee would have been entitled to receive, including premium pay, while in active status during such vacation period.

11.L. VACATION TRANSFER. Married couples or domestic partners employed by the County may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner (as defined in Appendix B (Domestic Partners)) per each event of maternity, paternity and adoption.

11.M. EMPLOYEE ENTRY INTO THE BARGAINING UNITS COVERED BY THIS MOU. Employees who enter one (1) of the bargaining units on or after August 21, 2022, and who come from a County representation unit where the maximum vacation leave balances are not equivalent to those listed in subsection 11.A.2. or 11.A.3. above shall be subject to those provisions listed in subsection 11.A.2. or 11.A.3. Notwithstanding the above, upon entry into these bargaining units, those that have a vacation leave balance in excess of two (2) times their annual accrual rate shall have until the pay period containing January 1 of the calendar year following their entry to reduce their vacation leave below their applicable maximum balance. Effective the pay period containing January 1 of the calendar following their entry, the vacation leave balance of any employee that still exceeds the applicable maximum balance will be paid in cash for that amount of vacation leave exceeding the applicable maximum balance listed in subsection 11.A.2. or 11.A.3., above. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of such request is to reduce their accrued vacation leave balances to the applicable maximum balance.

11.N. VACATION PURCHASE PLAN.

1. Full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and are accruing vacation at the two (2) week per year rate may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
 - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
 - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
 - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
 - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final paycheck.
 - e. In the event there is insufficient pay to deduct from the employee's final paycheck, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
 - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future pay warrants to cover the cost of the purchased vacation.
 - g. In the event that participating employees move between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.
 - h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deductions and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.

- iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
 - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1st pay period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by paycheck deduction.
- i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
- 2. Effective Calendar Year 2012**, and for any purchased vacation balance used on or after January 8, 2012, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

The County retains the right to eliminate the vacation purchase plan upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.

- 11.O. VACATION SELLBACK.** Effective July 1, 2014, employees may receive the equivalent cash payment for up to fifteen (15) days per fiscal year. Vacation sellback shall be in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the workweek for which the employee is normally scheduled to work. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary disability insurance policies pursuant to subsection 15.C. (Voluntary Disability Insurance Policies).

SECTION 12. SICK LEAVE

- 12.A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury, which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee.

12.B. EMPLOYEE DEFINED. As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this MOU.

12.C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT. If an employee is incapacitated by sickness or injury received in the course of their employment by the County, such employee shall be entitled to pay as provided herein.

1. Amount and Duration of Payment:

- a. **Full-time Employees:** Effective July 1, 2008, for any injury that occurs on or after July 1, 2008, full-time employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of their normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) calendar days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) calendar days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee no more than seventy-five percent (75%) of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one hundred percent (100%) of their normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three (3) work days of such incapacity.

- b. **Part-time Employees:** subsection 12.C.1.a. above applies to part-time employees on a prorated basis.

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection 12.C.1. to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;
- b. Whose injury or illness has become permanent and stationary;
- c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" (QIW);
- d. Who is retired on permanent disability and/or disability retirement pension;
- e. Who unreasonably refuses to accept modified or other County employment for which the employee is qualified within their medical restrictions;

- f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and/or
 - h. Whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
- 3. Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
- 4. Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:
- a. Treatments are being paid under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. Leave shall be granted for a maximum eligibility period for up to six (6) months from the date of injury or illness. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

12.D. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave.

- a. **For Full-Time Employees – 40-Hour Workweek:** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injury or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.
- b. **For Part-Time Employees – 40-Hour Workweek Base:** Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to subsection 12.D.1.a above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour workweek base.

12.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 12.D. (Cumulative Sick Leave Plan), restored to them for use as provided in this Section.

An employee, as defined in subsection 12.B. (Employee Defined), who separates from the County and is reinstated/rehired for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

12.F. SICK LEAVE CREDIT AT RETIREMENT. County employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement.

12.G. FAMILY SICK LEAVE. Effective January 5, 2025, employees, as defined in subsection 12.B. (Employee Defined), are eligible to use, in each calendar year, up to twelve (12) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.

For the purpose of this subsection, "immediate family" means a:

- Parent (biological, adoptive, step, foster, in-law, or legal guardian) of an employee, or the employee's spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Child (biological, adopted, step, foster, legal ward, or child of a domestic partner as defined in Appendix B (Domestic Partners));
- Grandparent;
- Grandchild;
- Sibling; and
- Any other person sharing the relationship of in loco parentis.

Effective January 1, 2023, immediate family shall include a "designated person". Employees shall identify their "designated person" at the time the leave is requested and are limited to one (1) "designated person" per twelve (12)-month period.

12.H. SICK LEAVE DAYS OR FRACTIONS OF DAYS. Paid leave may be granted up to a maximum of eighty (80) hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 13. LEAVES OF ABSENCE

13.A. PREGNANCY AND CHILD BONDING LEAVE. An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 12. (Sick Leave). Sick leave must be applied when the employee is medically incapacitated. The scheduling of child bonding leave (either Family Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA")) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the FMLA, California Pregnancy Disability Leave ("PDL"), and CFRA. Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA. Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

13.B. CHILD BONDING LEAVE. A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to six (6) months, within one (1) year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and Agency/Department Head as allowed by law.

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless employees are otherwise eligible to use it as provided in Section 12. (Sick Leave). Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

13.C. BEREAVEMENT LEAVE. A regularly scheduled employee shall be granted up to five (5) days' leave of absence with pay by the Agency/Department Head because of a death in the immediate family. Employees requesting such leave must complete and submit the

Bereavement Leave Statement within thirty (30) days of the start of the bereavement leave. Bereavement leave shall be completed within three (3) months of the death of the immediate family member. Bereavement leave may be taken in hourly increments.

For purposes of this subsection, "immediate family" means a:

- Parent (biological, adoptive, step, foster, in-law, or legal guardian) of an employee, or the employee's spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Child (biological, adopted, step, foster, legal ward, or child of a domestic partner as defined in Appendix B (Domestic Partners));
- Grandparent;
- Grandchild;
- Sibling;
- Any other person sharing the relationship of in loco parentis; and,
- When living in the household of the employee, a sibling-in-law or child-in-law.

Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted and shall be in addition to any other leave.

13.D. REPRODUCTIVE LOSS LEAVE. Effective January 1, 2024, after 30 days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of 20 days within any 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays when taking this leave. The leave may be taken non-consecutively and in single workday increments. The leave must be completed within three (3) months of the date of the event entitling the employee to such leave. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave must be completed within three (3) months of the end date of the other leave. Employees are eligible for reproductive loss leave if they would have been a parent but for one (1) of the losses defined below.

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

To request such leave, employees must complete and submit the "Request for Reproductive Loss Leave" form to their Agency/Departmental Human Resources Officer/Representative. The County shall maintain the confidentiality of any employee requesting leave under this section. Any related information provided shall be maintained as confidential and shall not be disclosed except to HR personnel or legal counsel, as necessary, or as required by law.

13.E. CATASTROPHIC SICK LEAVE PROGRAM. An employee may be eligible to receive donations of paid leave to be included in their sick leave balance if they have suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work their regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The tenured recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours and are irrevocable. Effective January 1, 2000 employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 14. GRIEVANCE PROCEDURE

- 14.A. DEFINITION.** A grievance under this MOU is limited to only those instances where an employee, or a group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, or by written agency/department rules, and provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further, that the condition of employment which is the subject matter is within the scope of representation as defined in California Government Code Section 3504.
- 14.B. EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- 14.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
- 1. Step One:** An employee having a grievance shall first informally discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
 - 2. Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of this subsection 14.C. and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.
 - 3. Step Three:** The section head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
 - 4. Step Four:** The division head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
 - 5. Step Five:** The Agency/Department Head shall have seven (7) working days in which to review, hold hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

- 14.D. UNION GRIEVANCE.** The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this MOU or Administrative Code Section 3.44, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the third step of the grievance procedure.
- 14.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- 14.F. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to subsection 14.C.5., request that the grievance be reviewed by the Director of Human Resource Services or their designated representative. The Director of Human Resource Services or their designated representative shall have twenty (20) working days in which to review and seek adjustment of the grievance.
- 14.G. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the Informal Review by the Director of Human Resource Services or their designated representative, the Union may, within thirty (30) days after receipt of the decision request that the grievance be heard by an arbitrator.
- 14.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or their designated representative and the Union. If the Director of Human Resource Services or their designated representative, and the Union are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services or their designated representative and the Union shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 14.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this MOU, a resolution or ordinance of the Board of Supervisors, the Charter, Salary Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- 14.J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the Union.

14.K. EFFECT OF FAILURE TO TIMELY ACTION. Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure by the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

14.L. LIMITATION ON STALE GRIEVANCES. A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide a condition of employment. This sixty (60) day filing requirement is tolled only in the following applications:

- 1. Up to sixty (60) days after the County’s alleged failure was reasonably discoverable, or,
- 2. Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

An arbitrator shall have no power or jurisdiction to award any monetary damages or relief for any claim that is stale, or beyond a sixty (60) day period, as set forth herein.

14.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 14.L. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period.

The application of this period shall be as follows. The earlier of:

- 1. The sixty (60) day period is limited to that which immediately precedes the filing of the grievance, or,
- 2. The sixty (60) day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 15.L.1. and 15.L.2., above.

This provision does not establish any limit for liability accruing after a grievance is filed.

An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the sixty (60) day period as set forth herein.

14.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases in which an employee elects to represent themselves or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

14.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at

the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsections 15.D. (Association Grievance) and 15.E. (Waiver of Appeal Steps) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

SECTION 15. LIFE AND DISABILITY INSURANCES

15.A. LIFE INSURANCE.

- 1. Life Insurance.** Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, the County shall provide group like insurance in the amount of \$25,000, with said coverage being reduced by thirty-five percent (35%) at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.
- 2. Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document. Employees who purchase their own supplemental life insurance may also purchase life insurance for their spouse/domestic partner and/or dependent children, subject to the EBC guidelines.

15.B. STATE DISABILITY INSURANCE. Employees are covered by the State Disability Insurance ("SDI") program. SDI premiums shall be shared equally by the employee and the County.

15.C. VOLUNTARY DISABILITY INSURANCE POLICIES. Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 11.O. (Vacation Sellback), or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 16. ALLOWANCE FOR USE OF PRIVATE VEHICLES

16.A. MILEAGE RATES PAYABLE. Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.

- 16.B. MINIMUM ALLOWANCE.** An employee who is required by their Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than \$10 in that month for the use of their automobile.
- 16.C. PREMIUM ALLOWANCE.** An employee who is required by their Agency/Department Head to use their private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in their private automobile, County records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- 16.D. REIMBURSEMENT FOR PROPERTY DAMAGE OR LOSS.** Employees are encouraged to use County vehicles, when available, to conduct County business. An employee's use of a privately owned vehicle to conduct County business must be required or authorized in writing by the Agency/Department Head prior to such use. The privately owned vehicle must be insured per State of California law. The insurance of the privately owned vehicle is primary. Any coverage or benefit provided by the County would be secondary to the privately owned vehicle's insurance. If the privately owned vehicle incurs property damage (either parts of the vehicle or the entire vehicle) or is stolen while the employee is using it on County business, and that damage or theft was not caused due to the negligence of the employee, and the employee and/or owner of the vehicle is unable to recover the cost of the damages from a third party, insurance, or from any other source, the County shall reimburse the cost of damages or loss to the employee and/or owner. The amount the County will pay the employee and/or owner is offset by any amount of money the employee and/or owner receives from a third party, insurance, or any other source, and mileage reimbursement.

The employee and/or owner shall submit proof of damage, loss, or theft (i.e., appropriate police report and/or documentation providing the cost of the damage and written statement describing the loss) to the Agency/Department Head within thirty (30) days of such damage, loss, or theft. The employee and/or owner must fully cooperate with any investigation the County wishes to conduct regarding the incident. Property damage and loss incurred to the privately owned vehicle resulting from missiles or falling objects; fire; explosion or earthquake; windstorm; hail, water or flood; riot or civil commotion; or contact with bird or animal; shall not be compensated under this subsection. There is also no coverage for personal items that are stolen from the vehicle or damaged while in the vehicle if those items were not permanently installed or attached to the vehicle. For a complete list of exclusions, see the Risk Management Unit website.

Damage to the privately owned vehicle that is incurred during the employee's commute to and from their regular, usual and/or assigned work location(s) shall not be covered. Property damage or loss incurred by the privately owned vehicle while parked on the street or at a parking facility serving the employee's regular, usual and/or assigned work location(s) shall also not be compensated under this subsection.

SECTION 17. NO STRIKE

During the term of this agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, withdrawal of services, or refusal to perform customary duties. Failure to comply with this

Section shall result in the termination by the County of the collection of Union membership dues without jeopardy to the County or to employees in classifications represented by the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

SECTION 19. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Union for the Board of Supervisors' consideration and approval. Upon approval, the Board of Supervisors shall adopt an ordinance which shall incorporate this MOU.

Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

SECTION 20. SAVINGS CLAUSE

If any provision of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 21. TERM OF MEMORANDUM


This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including July 3, 2027.

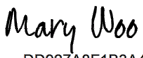
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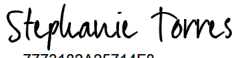
FOR THE COUNTY:

Signed by:

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 Jeff Bailey, Chief Negotiator, IEDA Date

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 Michi Yoshii, Interim Labor Relations Manager Date

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 Mary Woo, Labor Relations Analyst Date

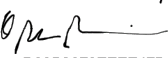
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 Stephanie Torres, Labor Relations Analyst Date

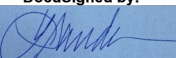
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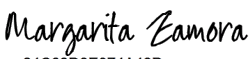
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 Sharon Moore, Chief Departmental Human Resources Administrator, SSA Date

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 Hannia Casaw-Barnell, Division Director, SSA Date

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 Denise Robinson, Human Resources Consultant, SSA Date

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 Laura Sanders, Departmental Human Resources Manager, ACH


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 Margarita Zamora, Director Human Resource Services

Approved as to form
 Donna R. Ziegler, County Counsel

By: Signed by:


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 Kristy van Herick, Assistant County Counsel Date

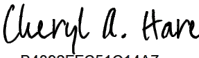
FOR IFPTE LOCAL 21, S-06 & S-25 PACE:

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 Jeff Duritz, Representative/Organizer, IFPTE, Local 21 Date

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 Manuela Ceja, Supervising Appeals Officer Date

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 Jessica Clark, Supervising Eligibility Technician Date

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 Cheryl Hare, Supervising Eligibility Technician Date

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 Elisabeth Morris, Child Welfare Supervisor Date

APPENDIX A-1. SALARIES (UNIT S-06)

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-06. Salaries are established by the Board of Supervisors and are effective on the date shown. The FLSA designation for all these job classes is Exempt (X).

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
1473	SM	Supervising Eligibility Technician						X
		03/05/2023	3463.20	3624.00	3804.80	3997.60	4198.40	
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60	
		03/02/2025	3800.00	3976.00	4173.60	4385.60	4606.40	
		03/01/2026	3990.40	4175.20	4382.40	4604.80	4836.80	
		02/28/2027	4150.40	4342.40	4557.60	4788.80	5030.40	
1474	SM	Veterans Service Officer						X
		03/05/2023	3564.00	3741.60	3924.80	4116.00	4318.40	
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60	
		03/02/2025	3910.40	4104.80	4306.40	4516.00	4737.60	
		03/01/2026	4105.60	4310.40	4521.60	4741.60	4974.40	
		02/28/2027	4269.60	4483.20	4702.40	4931.20	5173.60	
1498	SM	Patient Services Supervisor						X
		03/05/2023	3268.00	3423.20	3595.20	3774.40	3968.00	
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20	
		03/02/2025	3585.60	3756.00	3944.00	4140.80	4353.60	
		03/01/2026	3764.80	3944.00	4141.60	4348.00	4571.20	
		02/28/2027	3915.20	4101.60	4307.20	4521.60	4754.40	
6735	SM	Licensing Evaluator Supervisor						X
		03/05/2023	3528.80	3692.00	3870.40	4058.40	4248.00	
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80	
		03/02/2025	3871.20	4051.20	4245.60	4452.80	4660.80	
		03/01/2026	4064.80	4253.60	4457.60	4675.20	4893.60	
		02/28/2027	4227.20	4424.00	4636.00	4862.40	5089.60	
6736	PA	Client Advocate						X
		03/05/2023	3646.40	3831.20	4020.00	4220.00	4439.20	
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40	
		03/02/2025	4000.80	4203.20	4410.40	4630.40	4870.40	
		03/01/2026	4200.80	4413.60	4631.20	4861.60	5113.60	
		02/28/2027	4368.80	4590.40	4816.80	5056.00	5318.40	
6738	PA	Appeals Officer						X
		03/05/2023	3656.00	3841.60	4028.80	4230.40	4448.00	
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00	
		03/02/2025	4011.20	4214.40	4420.00	4640.80	4880.00	
		03/01/2026	4212.00	4424.80	4640.80	4872.80	5124.00	
		02/28/2027	4380.80	4601.60	4826.40	5068.00	5328.80	

APPENDIX A-2. SALARIES (UNIT S-25)

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-25. Salaries are established by the Board of Supervisors and are effective on the date shown. The FLSA designation for all these job classes is Exempt (X).

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
6284	MA	Supervising Child Care Worker						X
		03/05/2023	2873.60	3012.80	3165.60	3312.00	3484.00	
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60	
		03/02/2025	3152.80	3305.60	3472.80	3633.60	3821.60	
		03/01/2026	3310.40	3471.20	3646.40	3815.20	4012.80	
		02/28/2027	3443.20	3610.40	3792.00	3968.00	4173.60	
6739	SM	Supervising Appeals Officer						X
		03/05/2023	4249.60	4453.60	4667.20	4911.20	5155.20	
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00	
		03/02/2025	4662.40	4886.40	5120.00	5388.00	5656.00	
		03/01/2026	4895.20	5130.40	5376.00	5657.60	5939.20	
		02/28/2027	5091.20	5336.00	5591.20	5884.00	6176.80	
6750	MA	Child Welfare Supervisor						X
		03/05/2023	4136.80	4346.40	4554.40	4760.80	4994.40	
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60	
		03/02/2025	4720.00	4958.40	5196.80	5432.00	5699.20	
		03/01/2026	5005.60	5258.40	5511.20	5760.80	6044.00	
		02/28/2027	5205.60	5468.80	5732.00	5991.20	6285.60	

APPENDIX B. DOMESTIC PARTNERS**DOMESTIC PARTNER DEFINED**

(Death in Immediate Family and Family Sick Leave,
Emergency Leave – Sickness in Immediate Family)

Domestic Partner Defined:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County a notarized "County of Alameda Affidavit of Domestic Partnership" (or submit to the County a notarized "Declaration of Domestic Partnership" [State Form DP-1] filed with the California Secretary of State) attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination: A member of a domestic partnership may end said relationship by filing a "County of Alameda Termination of Domestic Partnership" form. For those who filed a State "Declaration of Domestic Partnership," a copy of a notarized State of California "Notice of Termination of Domestic Partnership" [State Form DP-2]) filed with the State of California must be provided to the County.

New Statements of Domestic Partnership: No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County or the State of California as described herein (and all other criteria have been met which establishes the domestic partnership).

APPENDIX C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

3.48.010	Purpose.
3.48.020	Scope.
3.48.030	Application to civil service matters and grievance procedures set forth in memorandums of understanding.
3.48.040	Objectives.
3.48.050	Definitions.
3.48.060	Filing of FEPC and EEOC complaints not prohibited.
3.48.070	Informal and formal procedures.
3.48.080	Costs of hearing.
3.48.090	Representation.
3.48.100	Freedom from reprisal.

3.48.010 Purpose.

The purpose of this procedure is to provide a uniform and effective system for resolving certain allegations and complaints of employment discrimination. (Prior admin. code 2-18.01)

3.48.020 Scope.

This procedure pertains to allegations made by aggrieved persons of discrimination in regard to recruitment, appointment, training, promotion, retention, discipline or other aspects of employment because of race, religion, color, sex, handicap, sexual orientation, age, national origin, political affiliation or any other factor which applicable state or federal law or regulation prohibits as the basis for discrimination in employment. Complaints which do not allege discrimination based upon one or more of the foregoing factors will not be handled under this procedure.

Where applicable, this procedure supersedes the grievance procedure set forth in Chapter 3.44 of this code. This procedure does not confer upon nontenured employees the right to a good cause hearing upon the imposition of disciplinary action. (Prior admin. code 2-18.02)

3.48.030 Application to civil service matters and grievance procedures set forth in memorandums of understanding.

This procedure shall not apply to complaints relating to matters within the jurisdiction of the civil service commission under the Charter until and unless the commission elects to make this procedure applicable to such complaints. In such event, the findings and decision of the hearing officer or arbitrator shall be made to the commission for final determination. This procedure shall apply to complaints of discrimination pursuant to grievance procedures set forth in memorandums of understanding only in the event that such memorandums specifically provide for its application to such complaints. In the event that the use of this procedure is not adopted by the commission or specified by the applicable memorandum of understanding, an aggrieved person who elects to pursue an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

3.48.040 Objectives.

The objectives of this procedure are: to provide an efficient means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements; to decrease significantly formal complaints which are expensive, time consuming and detrimental to good employee relations; and to sensitize managers and supervisors to the needs of individual employees or groups and to improve their capability of handling problems before they become complaints (Prior admin. code 2-18.04)

3.48.050 Definitions.

“Affirmative action coordinator” means the agency/department affirmative action coordinator or other person in close reporting relationship to top management who is assigned the responsibility of managing the procedure for handling discrimination complaints.

“Complainant” means an aggrieved person who has filed a formal complaint.

“Discrimination in regard to age” means disparate treatment of persons who are at least forty (40) years of age but less than seventy (70) years of age, as prohibited by the U.S. Age Discrimination in Employment Act of 1967, or of persons who are at least forty (40) years of age, as prohibited by the California Fair Employment Practice Act.

“Discrimination in regard to handicap” means disparate treatment of persons having a physical or mental handicap not related to employment needs or the person’s ability to perform the duties of the job.

“Equal employment opportunity counselor” means an employee trained in equal employment opportunity procedures and counseling techniques to provide informal counseling on matters pertaining to discrimination.

Factors Which Applicable State or Federal Law or Regulation Prohibits as the Basis for Discrimination in Employment. These factors are those personal or social characteristics which are unrelated to either the needs of the position or to employment in general. Such factors as poor personal hygiene, unwillingness or inability to take direction, to work in harmony with supervision, peers, or the public, or to work without excessive absenteeism are examples of factors which normally are related to the needs of the position and to employment.

“Formal complaint” means written complaint which states clearly the basis for an allegation of discrimination and the relief requested. (Prior admin. code 2-18.05)

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

This procedure is not intended to and does not interfere with the rights of an aggrieved person to file a complaint with the Fair Employment Practice Commission, the Equal Employment Opportunity Commission, the courts, or, except as specifically provided herein, any other available source or redress. (Prior admin. code 2-18.07)

3.48.070 Informal and formal procedures.

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal

employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.

2. Appeal from Decision of Department Head. The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.

3. Review County Affirmative Action Officer. The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.

4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.

5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this

regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The director of personnel shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

3.48.080 Costs of hearing.

The cost of the hearing officer or the arbitrator, as well as of any reporter required by the hearing officer or arbitrator, shall be paid by the county. In the event, however, that the aggrieved person is represented in his or her appeal by a recognized employee organization or is furnished counsel by said organization, the costs of the hearing officer or the arbitrator as well as of the reporter shall be shared equally by the county and the organization. (Prior admin. code 2-18.08)

3.48.090 Representation.

The aggrieved person/complainant has a right to be accompanied, represented and advised by a person of his or her own choosing at all stages of the process, but no recognized employee organization shall be obligated to furnish such representation or advice except upon such basis as the aggrieved person/complainant and the recognized employee organization shall mutually agree. (Prior admin. code 2-18.09)

3.48.100 Freedom from reprisal.

An aggrieved person/complainant, his or her representative, and witness shall be free from restraint, interference, coercion, discrimination or reprisal at all stages in presenting and processing a complaint, including the informal counseling state. (Prior admin. code 2-18.10)

**SIDELETTERS OF AGREEMENT
LABOR MANAGEMENT COMMITTEE**

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
THE PROFESSIONAL ASSOCIATION FO COUNTY EMPLOYES IFPTE, LOCAL 21,
REPRESENTATION UNITS S-06 AND S-25
AND
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO UNION’S PROPOSAL – WORKSPACE
April 29, 2016

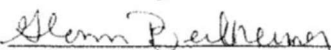
SIDELETTER OF AGREEMENT

The Alameda County Social Services Agency (SSA) and PACE Local 21 are committed to open communication to provide a positive work environment and enhance services to the public. In an effort to achieve these goals, the parties agree to the establishment of a Labor Management Committee.

The parties agree to the following:

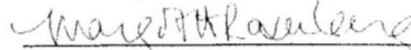
1. The Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments. Issues may include, but not limited to, departmental processes and systems, and new program initiatives, workspace design, and moves. Subcommittees may be initialed by mutual agreement.
2. The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet and confer items.
3. The Committee will be comprised of: one SSA Human Resources representative, one business representative of PACE, up to 5 members represented by PACE within SSA, and up to 5 representatives from SSA administration, including the Department Head.
4. The Committee shall meet no less frequently than quarterly.
5. One week prior to the meeting, the PACE Business Representative will send a list of topics to be discussed and a list of attendees to be present to the SSA Human Resources representative. If no agenda items are received from the business representative one week before the meeting, no meeting will be held.
6. Meetings will be one (1) hours in length and may be extended by mutual agreement.
7. The committee shall maintain written agendas and minutes of the meeting.

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

For PACE (Units S-06 & S-25):


Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

PACE SPAN OF CONTROL

**SIDELETTER OF AGREEMENT
PACE SPAN OF CONTROL**

This sideletter pertains to Supervising Eligibility Technicians I, in the Economic Benefits Division Offices, who are required to act as the Section Head and/or Division Director in his/her absence.

This sideletter provides the procedure to be followed when it becomes necessary for a Supervising Eligibility Technician I to act for the Section Head and/or Division Director in his/her absence. Decisions regarding operating needs of the section, emergencies, or unforeseeable circumstances relating to the provisions of this sideletter, are at the discretion of the Section Head and/or Division Director and the Agency, and as such, shall not be grievable.

The division Director and/or the Section Head shall endeavor to equitably distribute such coverage as defined in paragraph two above among those Supervising Eligibility Technicians I in the section in such a manner that in any 30-day period such coverage shall not fall disproportionately on any one supervisor. The distribution of such coverage is not grievable.

In the distribution of such coverage as defined above, the Section Head and/or Division director shall ask for volunteers first. If no volunteers are available, the Section Head and/or Division Director shall distribute such coverage on a rotating basis throughout the section.

For the County:

John Hughes
George Z. Halvey

For the Union:

Allen C. Crawford
Stewart Smith
Yvonne H.
Jim Ball

Dated: 7/27/93

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

SIDELETTER OF AGREEMENT
BETWEEN
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

This sideletter of agreement provides that County employees represented by the Professional Association of County Employees Local 21, and who are members of the Alameda County Employees' Retirement Association (ACERA) shall be afforded paid release time to attend two ACERA sponsored workshops or seminars per year.

Upon ten working days advance notice by the employee to his/her supervisor, an employee, who is a member of ACERA, shall be granted paid release time to attend two ACERA sponsored workshops/seminars per year which are held during the employee's scheduled working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the session site. Planning sessions for jurisdictions other than the County of Alameda are exempted from this sideletter.

With prior notice to the immediate supervisor, additional leave may be granted by the Agency/Department Head and charged to the employee's accrued vacation, compensatory time, in-lieu holiday and floating holiday balance.

An Agency/Department head shall not deny a request for this leave except for reasons critical to the operation of the Agency/Department.

FOR THE COUNTY:

Allen Buxton
Wendy Johnson
David Hill
Emmie J. Hill

FOR PACE:

Barbara Benn
Paul Maloney
Barbara Benn
Jessie McLeod

Date: March 8, 2001

ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM

LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA
AND

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION, LOCAL 21, UNITS S106 AND S25

November 14, 2011

The Alameda County Board of Supervisors and the Professional Association of County Employees (PACE), Local 21, Units S06 and S25 hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

- 1. A child’s illness which precludes the use of the employee’s regular child care arrangements

Or

- 2. An unanticipated, temporary interruption of an employee’s regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee’s regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will be gin on January 1, 2012 on a prorated basis, and will continue each fiscal year on July 1, unless either party (County or PACE) requests to reopen the agreement on or before May 1st of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY) for PACE, Local 21, Unit S06 and S25 (combined), unless modified by agreement. Underutilization of any FYs budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

- 1. Be in a PACE represented class;
- 2. Need job related child care for at least one child under 14 years of age;
- 3. Understand that the child care reimbursement will be reported as income to the IRS and State Franchise Tax Board.

REIMBURSEMENTS:

Eligible employees shall be:

- 1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.
- 2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work on date alternative child care services were provided. The supervisor has no other responsibilities or authority in regards to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:

The County and PACE, Local 21, Units S06 and S25, agree that the Alternative Child Care Assistance program shall continue each fiscal year during the term of this agreement.

Signed and entered into the 14th day of November 2011.

For the County:

Danthy

Murphy

Araceli H. Espinoza

Alfred

DATE: NOVEMBER 14, 2011

For the Union:

Michael

James P. Scott

Richard

Barbara

Dee K-IRA BIRNE

DATE: 11/14/11

**2024 Memorandum of Understanding Negotiations
Between the
County of Alameda
and the
IFPTE, Local 21 Units S-06 and S-25 PACE**

Side Letter of Agreement

TRAVEL MEAL REIMBURSEMENT FOR CHILD WELFARE SUPERVISORS

The Social Services Agency will work with the County of Alameda ("County") Auditor-Controller Agency to ensure that employees in the classification of Child Welfare Supervisor (#6750), who are required in their job duties to make home/site visits outside of the County, receive travel meal reimbursement for:

- food items designated as meals, including snacks purchased in lieu of a meal, and
- meals purchased at a grocery store, including snacks purchased in lieu of a meal.

Itemized receipts are required for home/site visit reimbursement. The amounts for each meal must not exceed the U.S. General Services Administration Meals and Incidentals reimbursement rate for Oakland, CA in effect on the date of purchase.

Travel for Other Purposes:

Travel for other purposes, including conferences and trainings, shall be subject to the terms of the County's Manual of Accounting Policies and Procedures including the following:

- Meal expenses incurred during such travel shall be reimbursed based on the posted U.S. General Services Agency Administration per diem flat rates by location. Meal expenses claimed at the USGSA per diem flat rate must be purchased to be reimbursed and do not require receipts. Meal reimbursements claimed in excess of the USGSA per diem flat rate require (1) itemized receipt, (2) Agency Head approval and a (3) written explanation of the circumstances including why exceeding the USGSA rate was required.
- One (1) meal may be reimbursed on the day of travel if travel time is required on the day before and/or the day after a meeting and when the meal is not included in airfare or training/conference registration fees. For conferences, training, and seminars, the cost of the event, meals, transportation and lodging must be supported by a copy of the program announcement, agenda, and registration form that shows the conference location, dates, times, activities, costs, lodging, or meals included in the registration fee.
- When travel is required for a one-day conference/meeting, normally, only lunch is reimbursed. Individual meals when attending conferences/meetings within the County are generally not reimbursable and never when included in the registration cost.


The County and Union agree that within thirty (30) days after the Union's ratification of the successor Memorandum of Understanding, Human Resource Services will provide the Union with policy language in accordance with the terms above and an offer to meet and confer. Following the meet and confer process, HRS will disseminate a memorandum to SSA management. A copy of the agreed language will also be provided to the Auditor-Controller.

For the County:

Signed by:

 Jeff Bailey
 IEDA
 Date: 8/23/2024

For Local 21/PACE:


 Jeff Duritz
 Representative/Organizer
 Date: 8/23/24

**2024 Memorandum of Understanding Negotiations
Between the
County of Alameda
and the
IFPTE, Local 21 Units S-06 and S-25 PACE**

Side Letter of Agreement

**FOOTNOTES FOR SUPERVISING ELIGIBILITY TECHNICIAN (Job Code ("JC") 1473)
AND
CHILD WELFARE SUPERVISOR (JC 6750)**

The International Federation of Professional and Technical Engineers, Local 21, for Representation Units S-06 and S-25 Professional Association of County Employees and the County of Alameda ("County") [collectively herein, as "the Parties"] have reached this Side Letter of Agreement.

The County will implement two (2) limited-term pilot programs ("Pilot") focused on reducing the open/pending applications/renewals and cases/referrals in the Social Services Agency ("SSA")'s Departments of Workforce and Benefits Administration ("WBA"), and Children and Family Services ("CFS"), respectively. During the Pilot, employees in the classification of Supervising Eligibility Technician (JC 1473) may be assigned on a voluntary basis to work an established four (4) to six (6) additional hours beyond the regular workweek for the purposes of supervising employees who are working overtime on Saturdays to complete open/pending applications and renewals in WBA. Employees in the classification of Child Welfare Supervisor (JC 6750) may be assigned on a voluntary basis to work an established eight (8) additional hours beyond their regular workweek for the purposes of reviewing and closing open/pending cases or referrals in CFS.

WBA

SSA will send the Union a report detailing the number of open/pending benefit applications and renewals broken down by public benefit program no later than two (2) weeks prior to the sunset date.

CFS

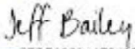
SSA will send the Union a report detailing the number of pending referrals no later than one (1) week prior to the sunset date.

As such, the Parties agree to add a new subsection to the County Salary Ordinance as follows:

3-18.48 – Effective January 5, 2025, not to exceed two (2) employees in job code 1473 per week who are each assigned to work at least one (1)-four (4) to six (6) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent (5.0%) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent (5.0%) in any pay period. Assignments for working an additional four (4) to six (6) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six (6) month pilot program ("Pilot") and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.


3-18.49 - Effective January 5, 2025, not to exceed eight (8) employees in job code 6750 who are assigned to work at least eight (8) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to review and close pending referral cases, shall be compensated an additional seven and one-half percent (7.5%) of the biweekly base pay. This provision is a two (2) month pilot program ("Pilot") and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.

For the County:

Signed by:


Jeff Bailey
IEDA
Date: 11/8/2024

For Local 21/PACE:



Jeff Dunitz
Representative/Organizer
Date: 11/8/24

MINUTE ORDER

COUNTY OF ALAMEDA PAY PERIOD CALENDARS 2024 – 2027

PAY PERIOD CALENDAR 2024

FROM	TO	PAYDAY	PAYPERIOD
12/10/23	12/23/23	01/05/24	24-01
12/24/23	01/06/24	01/19/24	24-02
		<i>CHRISTMAS 12/25/23</i>	
		<i>NEW YEAR'S 01/01/24</i>	
01/07/24	01/20/24	02/02/24	24-03
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/15/24</i>	
01/21/24	02/03/24	02/16/24	24-04
02/04/24	02/17/24	03/01/24	24-05
		<i>LINCOLN'S BIRTHDAY 02/12/24</i>	
02/18/24	03/02/24	03/15/24	24-06
		<i>PRESIDENTS' DAY OBSERVED 02/19/24</i>	
03/03/24	03/16/24	03/29/24	24-07
03/17/24	03/30/24	04/12/24	24-08
03/31/24	04/13/24	04/26/24	24-09
04/14/24	04/27/24	05/10/24	24-10
04/28/24	05/11/24	05/24/24	24-11
05/12/24	05/25/24	06/07/24	24-12
05/26/24	06/08/24	06/21/24	24-13
		<i>MEMORIAL DAY OBSERVED 05/27/24</i>	
06/09/24	06/22/24	07/05/24	24-14
		<i>JUNETEENTH OBSERVED 06/19/24</i>	
06/23/24	07/06/24	07/19/24	24-15
		<i>INDEPENDENCE DAY 07/04/24</i>	
07/07/24	07/20/24	08/02/24	24-16
07/21/24	08/03/24	08/16/24	24-17
08/04/24	08/17/24	08/30/24	24-18
08/18/24	08/31/24	09/13/24	24-19
09/01/24	09/14/24	09/27/24	24-20
		<i>LABOR DAY OBSERVED 09/02/24</i>	
09/15/24	09/28/24	10/11/24	24-21
09/29/24	10/12/24	10/25/24	24-22
10/13/24	10/26/24	11/08/24	24-23
10/27/24	11/09/24	11/22/24	24-24
11/10/24	11/23/24	12/06/24	24-25
		<i>VETERANS DAY 11/11/24</i>	
11/24/24	12/07/24	12/20/24	24-26
		<i>THANKSGIVING OBSERVED 11/28/24 AND 11/29/24</i>	

PAY PERIOD CALENDAR 2025

FROM	TO	PAYDAY	PAYPERIOD
12/08/24	12/21/24	01/03/25	25-01
12/22/24	01/04/25	01/17/25	25-02
		<i>CHRISTMAS 12/25/24</i>	
		<i>NEW YEAR'S 01/01/25</i>	
01/05/25	01/18/25	01/31/25	25-03
01/19/25	02/01/25	02/14/25	25-04
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/20/25</i>	
02/02/25	02/15/25	02/28/25	25-05
		<i>LINCOLN'S BIRTHDAY 02/12/25</i>	
02/16/25	03/01/25	03/14/25	25-06
		<i>PRESIDENTS' DAY OBSERVED 02/17/25</i>	
03/02/25	03/15/25	03/28/25	25-07
03/16/25	03/29/25	04/11/25	25-08
03/30/25	04/12/25	04/25/25	25-09
04/13/25	04/26/25	05/09/25	25-10
04/27/25	05/10/25	05/23/25	25-11
05/11/25	05/24/25	06/06/25	25-12
05/25/25	06/07/25	06/20/25	25-13
		<i>MEMORIAL DAY OBSERVED 05/26/25</i>	
06/08/25	06/21/25	07/03/25	25-14
		<i>JUNETEENTH OBSERVED 06/19/25</i>	
06/22/25	07/05/25	07/18/25	25-15
		<i>INDEPENDENCE DAY 07/04/25</i>	
07/06/25	07/19/25	08/01/25	25-16
07/20/25	08/02/25	08/15/25	25-17
08/03/25	08/16/25	08/29/25	25-18
08/17/25	08/30/25	09/12/25	25-19
08/31/25	09/13/25	09/26/25	25-20
		<i>LABOR DAY OBSERVED 09/01/25</i>	
09/14/25	09/27/25	10/10/25	25-21
09/28/25	10/11/25	10/24/25	25-22
10/12/25	10/25/25	11/07/25	25-23
10/26/25	11/08/25	11/21/25	25-24
11/09/25	11/22/25	12/05/25	25-25
		<i>VETERANS DAY 11/11/25</i>	
11/23/25	12/06/25	12/19/25	25-26
		<i>THANKSGIVING OBSERVED 11/27/25 AND 11/28/25</i>	

PAY PERIOD CALENDAR 2026

FROM	TO	PAYDAY	PAYPERIOD
12/07/25	12/20/25	01/02/26	26-01
12/21/25	01/03/26	01/16/26	26-02
		<i>CHRISTMAS 12/25/25</i>	
		<i>NEW YEAR'S 01/01/26</i>	
01/04/26	01/17/26	01/30/26	26-03
01/18/26	01/31/26	02/13/26	26-04
		<i>MARTIN Luther KING'S BIRTHDAY OBSERVED 01/19/26</i>	
02/01/26	02/14/26	02/27/26	26-05
		<i>LINCOLN'S BIRTHDAY 02/12/26</i>	
02/15/26	02/28/26	03/13/26	26-06
		<i>PRESIDENTS' DAY OBSERVED 02/16/26</i>	
03/01/26	03/14/26	03/27/26	26-07
03/15/26	03/28/26	04/10/26	26-08
03/29/26	04/11/26	04/24/26	26-09
04/12/26	04/25/26	05/08/26	26-10
04/26/26	05/09/26	05/22/26	26-11
05/10/26	05/23/26	06/05/26	26-12
05/24/26	06/06/26	06/19/26	26-13
		<i>MEMORIAL DAY OBSERVED 05/25/26</i>	
06/07/26	06/20/26	07/02/26	26-14
		<i>JUNETEENTH 06/19/26</i>	
06/21/26	07/04/26	07/17/26	26-15
		<i>INDEPENDENCE DAY OBSERVED 07/03/26</i>	
07/05/26	07/18/26	07/31/26	26-16
07/19/26	08/01/26	08/14/26	26-17
08/02/26	08/15/26	08/28/26	26-18
08/16/26	08/29/26	09/11/26	26-19
08/30/26	09/12/26	09/25/26	26-20
		<i>LABOR DAY OBSERVED 09/07/26</i>	
09/13/26	09/26/26	10/09/26	26-21
09/27/26	10/10/26	10/23/26	26-22
10/11/26	10/24/26	11/06/26	26-23
10/25/26	11/07/26	11/20/26	26-24
11/08/26	11/21/26	12/04/26	26-25
		<i>VETERANS DAY 11/11/26</i>	
11/22/26	12/05/26	12/18/26	26-26
		<i>THANKSGIVING OBSERVED 11/26/26 AND 11/27/26</i>	
12/06/26	12/19/26	12/31/26	26-27

PAY PERIOD CALENDAR 2027

FROM	TO	PAYDAY	PAYPERIOD
12/20/26	01/02/27	01/15/27	27-01
		<i>CHRISTMAS 12/25/26</i>	
		<i>NEW YEAR'S 01/01/27</i>	
01/03/27	01/16/27	01/29/27	27-02
01/17/27	01/30/27	02/11/27	27-03
		<i>MARTIN Luther KING'S BIRTHDAY OBSERVED 01/18/27</i>	
01/31/27	02/13/27	02/26/27	27-04
		<i>LINCOLN'S BIRTHDAY 02/12/27</i>	
02/14/27	02/27/27	03/12/27	27-05
		<i>PRESIDENTS' DAY OBSERVED 02/15/27</i>	
02/28/27	03/13/27	03/26/27	27-06
03/14/27	03/27/27	04/09/27	27-07
03/28/27	04/10/27	04/23/27	27-08
04/11/27	04/24/27	05/07/27	27-09
04/25/27	05/08/27	05/21/27	27-10
05/09/27	05/22/27	06/04/27	27-11
05/23/27	06/05/27	06/18/27	27-12
		<i>MEMORIAL DAY OBSERVED 05/31/27</i>	
06/06/27	06/19/27	07/02/27	27-13
		<i>JUNETEENTH OBSERVED 06/18/27</i>	
06/20/27	07/03/27	07/16/27	27-14
07/04/27	07/17/27	07/30/27	27-15
		<i>INDEPENDENCE DAY OBSERVED 07/05/27</i>	
07/18/27	07/31/27	08/13/27	27-16
08/01/27	08/14/27	08/27/27	27-17
08/15/27	08/28/27	09/10/27	27-18
08/29/27	09/11/27	09/24/27	27-19
		<i>LABOR DAY OBSERVED 09/06/27</i>	
09/12/27	09/25/27	10/08/27	27-20
09/26/27	10/09/27	10/22/27	27-21
10/10/27	10/23/27	11/05/27	27-22
10/24/27	11/06/27	11/19/27	27-23
11/07/27	11/20/27	12/03/27	27-24
		<i>VETERANS DAY 11/11/27</i>	
11/21/27	12/04/27	12/17/27	27-25
		<i>THANKSGIVING OBSERVED 11/25/27 AND 11/26/27</i>	
12/05/27	12/18/27	12/30/27	27-26

Gov. Code Sec. 31461. (a) "Compensation earnable" by a member means the average compensation as determined by the board, for the period under consideration upon the basis of the average number of days ordinarily worked by persons in the same grade or class of positions during the period, and at the same rate of pay. The computation for any absence shall be based on the compensation of the position held by the member at the beginning of the absence. Compensation, as defined in Section 31460, that has been deferred shall be deemed "compensation earnable" when earned, rather than when paid.

(b) "Compensation earnable" does not include, in any case, the following:

(1) Any compensation determined by the board to have been paid to enhance a member's retirement benefit under that system. That compensation may include:

(A) Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member, and which was converted to and received by the member in the form of a cash payment in the final average salary period.

(B) Any one-time or ad hoc payment made to a member, but not to all similarly situated members in the member's grade or class.

(C) Any payment that is made solely due to the termination of the member's employment, but is received by the member while employed, except those payments that do not exceed what is earned in each 12-month period during the final average salary period regardless of when reported or paid.

(2) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, in an amount that exceeds that which may be earned in each 12-month period during the final average salary period, regardless of when reported or paid.

(3) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(4) Payments made at the termination of employment, except those payments that do not exceed what is earned in each 12-month period during the final average salary period, regardless of when reported or paid.

Gov. Code Sec. 7522.34. (a) "Pensionable compensation" of a new member of any public retirement system means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(b) Compensation that has been deferred shall be deemed pensionable compensation when earned rather than when paid.

(c) "Pensionable compensation" does not include the following:

(1) Any compensation determined by the board to have been paid to increase a member's retirement benefit under that system.

(2) Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member and which was converted to and received by the member in the form of a cash payment.

(3) Any one-time or ad hoc payments made to a member.

(4) Severance or any other payment that is granted or awarded to a member in connection with or in anticipation of a separation from employment, but is received by the member while employed.

(5) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.

(6) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(7) Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.

(8) Compensation for overtime work, other than as defined in Section 207(k) of Title 29 of the United States Code.

(9) Employer contributions to deferred compensation or defined contribution plans.

(10) Any bonus paid in addition to the compensation described in subdivision (a).

(11) Any other form of compensation a public retirement board determines is inconsistent with the requirements of subdivision (a).

(12) Any other form of compensation a public retirement board determines should not be pensionable compensation.



*Office of the Chief Executive Officer
Office of Administration*

DATE: February 20, 2025
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: **Committee/Board Meeting Day Schedule**

Background:

In June of 2023, the Board of Retirement chose to consolidate the meeting days for Committee and Board meetings. It changed the schedule to have the Operations and Retiree Committee meetings on the opposite months of each other, and to move the Investment Committee to the first Wednesday following the earlier Retiree or Operations Committee meeting. Previously, the Operations and Retiree Committee meetings were held on the same first Wednesday of every other month, generally, and the Investment Committee was held on its own on the second Wednesday of every month. Additional committee meetings continued to be held on the same day as the Board meeting.

Positive comments about the idea included the reduced travel time, cost, and environmental impact, easier ability to set time aside for the meetings which could facilitate attendance, and some administrative efficiencies with fewer meeting days. There were some concerns raised about the Trustees' ability to prepare for the three meetings given the volume of material that is often provided, and the ability to remain sharp and focused through the duration of the day, particularly if the meetings are long. It was noted that often the Investment Committee presentations can go very long, and occasionally the other meetings can also be challenging given some of the agenda items.

It was decided at that time that this change could be reconsidered after the Trustees had time to try out the new schedule.

Today's Discussion:

The Chair of the Board would like to bring this topic back for consideration. Does the Board wish to continue with the current meeting schedule or consider other options?

These options could include:

1. Continue with the current meeting schedule of two meeting days per month.
2. Revert back to the previous meeting schedule, which called for three meeting days per month with the ICM having its own meeting day.
3. Consider other options;
 - a. Scheduling other meetings with a Retirees/Operations Committee day, and keeping the ICM and Board as individual meeting days (three meeting days per month) or,
 - b. Scheduling Retirees or Operations on the Board meeting day and other Committee meetings with the ICM (two meeting days per month).

Analysis:

Staff doesn't have a recommendation. We can accommodate any of the options provided. The question is whether the difficulty for Trustees to prepare for only two meeting days per month outweighs the benefits of only meeting twice. In looking at how to minimize preparation time, option 3b retains the twice per month schedule, but by moving Retirees or Operations to the Board meeting day, it lessens the amount of new material a Trustee would generally have to absorb on a single meeting day. Typically, the other committee material (Governance, Audit, Actuarial) is less dense than some of the material discussed in the Retirees or Operations Committee, so it may be easier to prepare for with investment material. However, it may be challenging to schedule only one of the other committee meetings on that day, and a Board meeting with a Disability Hearing scheduled on the same day with a heavy Retiree or Operations Committee meeting agenda may be daunting to prepare for, however infrequent.



Office of the Chief Executive Officer

DATE: February 20, 2025
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: **Chief Executive Officer's Report**

Senior Manager Recruitment

None

Committee/Board Action Items

ASSIGNED FOLLOW-UP ITEMS

Follow-Up Board Item	Assigned Senior Leader	Estimated Completion Date	Completion Date	Notes
Discuss with Segal the use of AI in actuarial services	Dave Nelsen	November 2024	Segal will present to the Board on this issue in the coming year.	The Board Off-Site meeting raised the question of the use of AI in the actuarial profession, and whether there are any actuarial committees discussing AI standards.

Conference/Event Schedule

I, and several other team members, will be at the CALAPRS General Assembly from March 3rd through March 5th.

Other Items

Business Planning Update

Attached is the proposed 2025 Business Plan. These are the projects that best support the Strategic Goals of ACERA while balancing the resources available. I will present this plan to you at the Board meeting and explain each of the initiatives.

Legislative Update

Attached is the monthly Legislative Update from the SACRS Lobbying Firm which discusses bills of interest and their status.

Other Items

1099s: As reported at the Retirees Committee meeting, the new system was able to produce accurate 1099-Rs in January. They were mailed out on January 17th, well ahead of the January 31st federal requirement, and were available on-line by January 6th. A total of 12,548 1099-Rs were processed with no issues to report.

Budget: A final report on the 2024 operating expenses is included in this packet. There were new GASB reporting requirements that were brought to our attention that significantly impacted our final reporting, as compared to the budget. An attached memo to that reporting explains the expenses and the impact they had. I will discuss this with the Board during my CEO update.

Key Performance Indicators

Below are the high-level performance indicators for ACERA, with the latest scores included:

Scorecard KPI	2022 Performance Goal
PRUDENT INVESTMENT PRACTICES	
Portfolio Performance vs. Policy Benchmark	<i>Annualized 10-year return will meet or exceed Policy benchmark at the total fund level</i> As of November of 2024: 10 year net return 7.47%, policy index 7.73%.
EFFECTIVE PLAN ADMINISTRATION	
Actual Spent vs. Approved Budget	<i>On budget or 10% below 2024 approved budget</i> As of December of 2024: 5.01% over budget.
COMPREHENSIVE ORGANIZATION DEVELOPMENT	
Employee Engagement Survey Results	<i>80% of responses in top two rating boxes on the question: "Is ACERA a great place to work?"</i> As of the latest survey (October of 2024): 77%.
SUPERIOR CUSTOMER SERVICE	
Service Excellence Survey	<i>80% of responses in top two rating boxes on the question: "Did ACERA meet or exceed my expectations for my customer service experience?"</i> For 4th Quarter of 2024: 100%.

**ACERA BUSINESS PLANNING
PROJECTS UPDATE**

1. **OnBase Software Upgrade:**
Goal 2 & Goal 3 (Complete in June 2025)

Hyland OnBase will be upgraded to the latest version and moved to the cloud. All components will be upgraded, including software on servers and user machines. The test environment is ready. UAT sessions with end users are scheduled. Sessions begin late February with a target finish in mid-March.

2. **WFE Phase III (Adoption Into OnBase Platform)**
Goal 2 (Complete in November 2025)

Migration of job performance and job development plans into the OnBase Workforce Excellence module for use by both team members and leaders. After this is completed, the entire workforce excellence process will have been migrated into OnBase.

3. **PAS 2.0 Post-Implementation Initiatives**
Goal 3 (Target Completion Date TBD)

These initiatives are various additional improvements to Pension Gold 3. The improvements identified post implementation were prioritized by the stakeholders. The communication plan for the changes is finalized. Resource discussions for the Group#1 (Group#1-3) work items are underway.

4. **General Ledger System - New Product Selection**
Goal 3 (Complete December 31, 2025)

For 2025, the Great Plains upgrade project team will be selecting the final software vendor from the list that was narrowed down in 2024. The project team will take a deeper dive into each of the software options, including Hyland OnBase once ACERA's OnBase upgrade is completed in mid-2024. The predecessor project is the 2025 OnBase Upgrade. The goal is to target the next phase of the General Ledger System project – implementation for 2026.

5. **Customer Service – Member Engagement Enhancement**
Goal 4 (Complete November 1, 2025)

Video Library and links for FAQ or topics Member engagement Enhancement, Videos. We will pilot test a 30-minute new member and a post-retirement webinar. Ten or more short, 1- minute video tutorials will be created to address the most frequently asked member questions. We will explore developing full DRO/Joinder tutorials.

6. **CEM – Benchmarking (Administration)**
Goal 3 (Target Completion Date TBD)

Review administrative benchmarking process and tools available to help measure, compare and guide assessment of our pension administration costs, resource levels and the value of service we provide to our members.

7. **Internal Administrative Dashboard tool review and selection**

Goal 3 (Target Completion Date TBD)

Review and selection of an internal tool for allowing input of data and for displaying data in a dynamic, graphical, and interactive format.

8. **2025 Business Initiative for Investments - Clearwater Onboarding**

Goal 1 (Target Completion Date December 31, 2025)

Onboard ACERA into the Clearwater Analytics (CW) service provider platform. CW's benefits for ACERA will provide increased efficiencies and timely accessibility of investment data, automation of many processes, improved record keeping and retention, and an extra resource for data reconciliation. This project requires involvement from multiple ACERA departments (Investments, Fiscal Services, Legal), and once onboarding is complete it will also benefit the same three departments. The onboarding process will build and transition historical and current ACERA information and data into CW's systems. The project scope will cover setting up the required user IDs, conducting user training and ongoing client service check-ins. The project is expected to be complete by end of December 2025. Internal discussions to clarify requirements, and Clearwater's capabilities including security best practices are scheduled for this month.

Throughout 2025, there will be milestones and four phases that will be reached to track onboarding progress. The phases and milestones are:

- Phase one - Client setup on Clearwater system (account list, settings, election forms, accounting preferences, user info setup, historical financial and accounting data): expected completion June 30th, 2025
- Phase two – Testing and parallel processing: expected completion October 1st, 2025
- Phase three – User training, client communication and ongoing check-ins, final adjustments before go-live: expected completion December 15th, 2025.
- Phase four – Go live: December 31st, 2025

9. **Letter Printing Initiative Assessment**

Goal 4 (Complete by September 30, 2025)

Automate some member printing output for process efficiency and business resilience. The 2025 phase of the project will be dedicated to requirements assessment and limited testing of potential tools and technology.

LEGISLATIVE UPDATE



TO: State Association of County Retirement Systems
FROM: Cara Martinson, Public House Consulting
Laurie Johnson, LJ Consulting & Advocacy
RE: **Legislative Update – February 2025**

The Legislature has been in session for about a month and unlike previous years, this is a more chaotic start to the two-year session. Precipitated by massive fires in southern California and the new Trump Administration, the Legislature has already taken budget action to address key priorities. After the November election, Governor Newsom called an extraordinary session to “Trump-proof” California, focusing on reproductive rights and immigration issues to start. This week, the Legislature voted to support the Governor’s \$50 million appropriation request to the Attorney General’s office in anticipation of federal litigation. Following the LA fires in January, the Governor declared a state of emergency and called for another special session to expedite disaster funding and rebuilding efforts. Thus far, the Legislature passed a \$2.5 billion immediate relief bill to provide assistance with emergency housing and begin clean-up efforts. These two special sessions collided when President Trump visited LA and threatened to tie any federal aid (which usually amounts to 75% of total cost) with the Delta Conveyance Project and requiring voter IDs. This uncertainty is casting a shadow on the state’s budget as budget subcommittee hearings will begin this month.

Amid these events, the Legislature is also focused on bill introductions with the deadline approaching February 21st. As reported in December, legislative leadership curbed bill introductions for the legislative session to 35 measures per legislator, down from 50 in the Assembly and 40 in the Senate. In his remarks in December, Speaker Rivas directed his House to begin to tackle issues of affordability, and while we have seen some intent bills around the subject, there has been nothing substantive introduced thus far.

SACRS is tracking the following bills:

[ACA 2 \(Jackson\)](#) – This bill would establish a retirement system for Members of the Legislature elected to or serving in the Legislature on or after November 1, 2010. A Member would be required to serve at least 10 years in the Legislature to be eligible to receive benefits. Those with fewer than 10 years of service would be eligible to transfer the service credit earned as a result of service in the Legislature to any other public employees’ pension or retirement system in which the Member participates.



[SB 239 \(Arreguin\)](#) – This bill would remove the 2026 sunset that allow subsidiary bodies to use alternative teleconferencing procedures and include updated processes. The bill is nearly identical to last year’s AB 817, which stalled in the Senate Local Government Committee. This bill is sponsored by the California State Association of Counties (CSAC).

[AB 259 \(Rubio\)](#) – This bill would remove the 2026 sunset on existing laws governing teleconferencing procedures for public meetings. This bill is sponsored the CA Special District’s Association (CSDA).

Contact:

If you have any questions, please feel free to contact Cara Martinson at cara@publichouseconsulting.net, or Laurie Johnson at lauriejconsult@gmail.com.