



**Alameda County Employees' Retirement Association
BOARD OF RETIREMENT**

NOTICE and AGENDA

THIS MEETING WILL BE CONDUCTED VIA TELECONFERENCE [SEE EXECUTIVE ORDER N-29-20 ATTACHED AT THE END OF THIS 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, August 20, 2020
2:00 p.m.**

ZOOM INSTRUCTIONS	BOARD OF RETIREMENT - MEMBERS	
The public can view the Teleconference and comment via audio during the meeting. To join this Teleconference, please click on the link below. https://zoom.us/join Meeting ID: 847 3612 5493 Password: 297560 For help joining a Zoom meeting, see: https://support.zoom.us/hc/en-us/articles/201362193	HENRY LEVY	TREASURER
	CHAIR	
	ELIZABETH ROGERS	ELECTED GENERAL
	FIRST VICE-CHAIR	
	JAIME GODFREY	APPOINTED
	SECOND VICE-CHAIR	
	DALE AMARAL	ELECTED SAFETY
	OPHELIA BASGAL	APPOINTED
	KEITH CARSON	APPOINTED
	TARRELL GAMBLE	APPOINTED
LIZ KOPPENHAVER	ELECTED RETIRED	
GEORGE WOOD	ELECTED GENERAL	
NANCY REILLY	ALTERNATE RETIRED¹	
DARRYL L. WALKER	ALTERNATE SAFETY²	

¹ 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 Elected Safety Member and an Elected General member, are absent).

² Alternate Safety Member (Votes in the absence of (1) the Elected Safety, (2) either of the two Elected General Members, or (3) both the Retired and Alternate Retired members).

Note regarding accommodations: The Board of Retirement will provide reasonable accommodations for persons with special needs of accessibility who plan to attend Board meetings. Please contact ACERA at (510) 628-3000 to arrange for accommodation.

Note regarding public comments: Public comments are limited to four (4) minutes per person in total.

The order of agendized items is subject to change without notice. Board and Committee agendas and minutes are available online at www.acera.org.

1. CALL TO ORDER:

2. ROLL CALL:

3. PUBLIC COMMENT:

4. CONSENT CALENDAR:

A. APPROVE APPLICATIONS FOR SERVICE RETIREMENT:

Appendix A

B. APPROVE APPLICATIONS FOR RETIREMENT, DEFERRED:

Appendix B

Appendix B-1

C. APPROVE APPLICATIONS FOR DEFERRED TRANSFER:

None

D. LIST OF DECEASED MEMBERS:

Appendix D

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

None

F. APPROVE STAFF RECOMMENDATIONS (UNCONTESTED) FOR DISABILITY RETIREMENTS:

Appendix F

G. APPROVE HEARING OFFICER RECOMMENDATIONS FOR DISABILITY RETIREMENTS:

None

H. APPROVAL of COMMITTEE and BOARD MINUTES:

July 16, 2020 Retirees Committee Minutes

July 16, 2020 Minutes of the Regular Board Meeting

August 5, 2020 Operations Committee Minutes

August 5, 2020 Retirees Committee Minutes

August 12, 2020 Investment Committee Minutes

I. MISCELLANEOUS MATTERS:

Quarterly Report on Member Under/Overpayments

2nd Quarter Call Center Report

*Approve Staff Recommendations for Adoption of New Pay Codes for the:
County of Alameda, Alameda Health System and First 5*

-----End of Consent Calendar-----
(MOTION)

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

5. DISABILITIES, RECOMMENDATIONS AND MOTIONS:

None.

6. COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS:

A. Operations:

1. Summary of August 5, 2020 Meeting.

B. Retirees:

1. Summary of August 5, 2020 Meeting.
2. Motion to continue the dental plan contributions for Plan Year 2021, which provides a monthly subsidy equal to the single-party dental plan coverage premium of \$44.15 for the PPO plan and \$22.18 for the DeltaCare USA plan for retirees who are receiving ACERA allowances with ten or more years of ACERA service, are service connected disability retirees, or are non-service connected disability retirees as of January 31, 2014. This is a non-vested benefit funded by contributions from the ACERA employers to the 401(h) account. After contributions are made in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.
3. Motion to continue the vision plan contributions for Plan Year 2021, which provides a monthly subsidy equal to the single-party vision plan coverage premium of \$3.97 for retirees who are receiving ACERA allowances with ten or more years of ACERA service, are service connected disability retirees, or are non-service connected disability retirees as of January 31, 2014. This is a non-vested benefit funded by contributions from the ACERA employers to the 401(h) account. After contributions are made in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.

C. Investment:

1. Summary of August 12, 2020 Meeting.

7. NEW BUSINESS:

A. UBS and Baltimore Marriott Issue:

Discussion and possible action item regarding the on-going activity with UBS and the Baltimore Marriott.

B. Discussion regarding Fall Board Off-Site/Education Session.

C. Chief Executive Officer’s Report.

8. CONFERENCE/ORAL REPORTS:

9. ANNOUNCEMENTS:

10. BOARD INPUT:

11. ESTABLISHMENT OF NEXT MEETING:

Thursday, September 17, 2020 at 2:00 p.m.

12. CLOSED SESSION:

A. Government Code Section 54956.9(d)(1): Pending litigation (2 matters):

1. *Alameda County Deputy Sheriff’s Association v. Alameda County Employees’ Retirement Association*, California Supreme Court Case No. S247095.
2. Service Appeal of Marguerite Malloy, OAH No. 201909090358.
(If necessary due to decisions or information being released in the following matter at the time of the Board meeting.)

13. REPORT ON ACTION TAKEN IN CLOSED SESSION:

14. ADJOURNMENT:

**APPENDIX A
APPLICATION FOR SERVICE RETIREMENT**

BUCHANAN, Donald
Effective: 6/27/2020
Sheriff's Office

POBRE, Maria
Effective: 5/22/2020
Social Services Agency

DA SILVA, Paul
Effective: 6/27/2020
Community Development Agency

PROCTOR, Sheila
Effective: 6/25/2020
Health Care Services Agency

FIRMEZA, Raymond
Effective: 6/20/2020
Sheriff's Office

RASTI, Ghulam
Effective: 6/27/2020
Social Services Agency

LEE, Karen
Effective: 6/27/2020
Probation

REVEL, Steven
Effective: 6/27/2020
District Attorney

NEIDIVER, Theresa
Effective: 6/27/2020
Social Services Agency

SAIA, Josephine
Effective: 5/30/2020
Alameda Health System

NOWAK, Stanley
Effective: 6/27/2020
Information Technology Department

SCHWEITZER, Beth
Effective: 6/13/2020
Alameda Health System

**APPENDIX B
APPLICATION FOR DEFERRED RETIREMENT**

BENTON, James T.
Social Services Agency
Effective Date: 7/3/2020

MULHOLLAND, Matthew J.
Sheriff's Office
Effective: 7/11/2020

KERNS, Patrick L.
Sheriff's Office
Effective: 6/16/2020

NGUYEN, Mindy
Social Services Agency
Effective: 7/10/2020

KIRK, Johnnay K.
General Services Agency
Effective: 7/10/2020

SAI, Chandra
Alameda Health System
Effective: 6/1/2020

LOVEL, Ryan N.
Sheriff's Office
Effective: 6/12/2020

SMITH, Zaneta
Alameda Health System
Effective: 6/14/2020

MARTINEZ, Nicola C.
District Attorney
Effective: 6/26/2020

SWEDELSON, Matthew D.
Sheriff's Office
Effective: 6/26/2020

**APPENDIX B
APPLICATION FOR DEFERRED RETIREMENT**

WADE, Kamilla Y.
Social Services Agency
Effective: 6/4/2020

**APPENDIX B-1
APPLICATION FOR NON-VESTED DEFERRED**

AIGBUZA, Esther O.
Alameda Health System
Effective Date: 6/24/2020

HERNANDEZ, Moises
Alameda Health System
Effective: 6/25/2020

ARCE JR., Francisco
Superior Court
Effective: 6/12/2020

HEYWARD, Marco B.
Social Services Agency
Effective: 6/29/2020

BOLIVIA, Amber J.
Superior Court
Effective: 6/30/2020

KARANKI, Divya
Information Technology
Effective: 6/30/2020

CABRALES, Richie A.
Alameda Health System
Effective: 6/15/2020

KEETON, Yolanda R.
Alameda Health System
Effective: 5/25/2020

DEISHER, Suzanne L.
Alameda Health System
Effective: 5/29/2020

LAWANI, Abievhese O.
Health Care Services Agency
Effective: 7/17/2020

DOLAN, Danica M.
Superior Court
Effective: 6/4/2020

OSOBA, Charise L.
Health Care Services Agency
Effective: 6/17/2020

DUONG, Trang H.
Treasurer-Tax Collector
Effective: 6/12/2020

PARDO, Deborah B.
Health Care Services Agency
Effective Date: 7/6/2020

GUERRA, Keilani
Superior Court
Effective: 6/8/2020

PIERCE-RENZI, Tyana M.
Alameda Health Systems
Effective: 6/10/2020

HADDEN SR, Robert E.
Alameda Health System
Effective: 5/25/2020

REYNOLDS, Matthew S.
Superior Court
Effective: 6/5/2020

HALL, Jason W.
Superior Court
Effective: 6/15/2020

SANTOS, Adam T.
Social Services Agency
Effective: 6/30/2020

**APPENDIX B-1
APPLICATION FOR NON-VESTED DEFERRED**

STRONG, Markus A.
Human Resource Services
Effective: 6/19/2020

TSU, Tatum
Alameda Health System
Effective: 5/26/2020

TURNER, Denise L.
General Services Agency
Effective: 7/6/2020

VALENTINE, Jasmine H.
Social Services Agency
Effective: 7/10/2020

VELAZQUEZ, Andrea G.
Public Defender
Effective: 6/15/2020

WHITLOCK, Kevin C.
Sheriff's Office
Effective: 6/28/2020

WOODMAN, Justina C.
Child Support Services
Effective: 6/9/2020

**APPENDIX D
LIST OF DECEASED MEMBERS**

BROWN-ROGERS, Gladys
Non-Mbr Survivor of Elroy Rogers
6/24/2020

HEISER, Raymond
Sheriff's Office
7/4/2020

CABRAL, Jimmy
Public Works Agency
7/10/2020

HICKS, Benetta
Non-Mbr Survivor of Ralph Hicks
7/11/2020

CANN, Barbara
Social Services Agency
7/6/2020

KELLEY, Larry
Non-Member Survivor of Barbara Kelley
7/14/2020

CORNER, Charles
Sheriff's Office
6/17/2020

MARQUART, Clyde
Social Services Agency
7/10/2020

CROUTCH, Ann
Non-Mbr Survivor of Albert Croutch
7/3/2020

MCINTYRE, Carleen
Superior Court
7/24/2020

CVAR, Arthur
Auditor-Controller
6/20/2020

MEINTASIS, David
Superior Court
7/17/2020

FORBES, John
Public Defender
7/6/2020

NICKLESS, Donald
Sheriff's Office
7/9/2020

FREITAS, Ruby
District Attorney
7/19/2020

OLIVER, Doris
Health Care Services Agency
7/1/2020

GRIFFIN, Herbert
Health Care Services Agency
7/14/2020

SEIFRIED, Frank
Health Care Services Agency
5/12/2020

HANKE, Irene
Non-Member survivor of James Hanke
7/30/2020

SMITH, Sharon
Public Works Agency
7/11/2020

HASTE, Martha
Health Care Services Agency
7/31/2020

STEELE, Gail
Board of Supervisors
6/25/2020

HAYLES, Doris
Health Care Services Agency
7/15/2020

STUCKEY, Rosetta
Alameda Health System
6/14/2020

**APPENDIX D
LIST OF DECEASED MEMBERS**

TINSLEY, Kevin
Environmental Health Department
6/24/2020

WILSON, Marie H.
Alameda Health System
7/8/2020

VIERRA, Mitchell
Social Services Agency
7/14/2020

ZIMMER, Elmer
Assessor
7/14/2020

**APPENDIX F
APPLICATION FOR DISABILITY RETIREMENT**

Name: Rodriguez, Milton
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. Rodriguez’s application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

Name: Schwabl, Katherine
Type of Claim: Service-Connected

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. Schwabl’s application for a service-connected disability. Since Ms. Schwabl is over 55 years old, future annual medical examinations and questionnaires will not be required.

Name: Wadud, Gloria
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. Wadud’s application for a service-connected disability. Since Ms. Wadud is over 55 years old, future annual medical examinations and questionnaires will not be required.

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-29-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

WHEREAS time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

WHEREAS social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of

otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

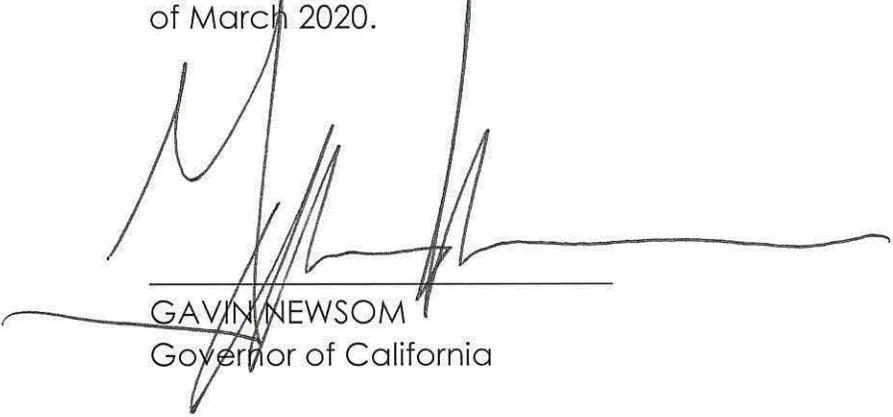
All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

July 16, 2020
Minutes of the Regular Board Meeting
For approval under August 20, 2020
Board “Consent Calendar”



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
BOARD OF RETIREMENT
MINUTES

THIS MEETING WAS CONDUCTED VIA TELECONFERENCE WITH VIDEO

Thursday, July 16, 2020

Chair Henry Levy called the meeting to order at 2:02 p.m.

Trustees Present: Ophelia Basgal
Keith Carson
Tarrell Gamble
Jaime Godfrey
Liz Koppenhaver
Henry Levy
Elizabeth Rogers
George Wood
Nancy Reilly (*Alternate*)
Darryl Walker (*Alternate*)

Trustees Excused: Dale Amaral

Staff Present: Margo Allen, Fiscal Services Officer
Victoria Arruda, Human Resource Officer
Angela Bradford, Executive Secretary
Sandra Dueñas-Cuevas, Benefits Manager
Kathy Foster, Assistant Chief Executive Officer
Jessica Huffman, Benefits Manager
Harsh Jadhav, Chief of Internal Audit
Vijay Jagar, Retirement Chief Technology Officer, ACERA
David Nelsen, Chief Executive Officer
Jeff Rieger, Chief Counsel

Staff Excused: Betty Tse, Chief Investment Officer

PUBLIC INPUT

None.

**CONSENT CALENDAR
REPORTS AND ACTION ITEMS**

APPROVAL of APPLICATIONS FOR SERVICE RETIREMENT

Appendix A

APPROVAL of APPLICATIONS FOR RETIREMENT, DEFERRED

*Appendix B
Appendix B-1*

APPROVAL of APPLICATIONS FOR DEFERRED TRANSFER

None

LIST OF DECEASED MEMBERS

Appendix D

**APPROVAL of REQUEST FOR 130 BI-WEEKLY PAYMENTS TO RE-DEPOSIT
CONTRIBUTIONS AND GAIN CREDIT**

None

**APPROVAL of STAFF RECOMMENDATIONS (UNCONTESTED) FOR
DISABILITY RETIREMENTS**

Appendix F

**APPROVAL of HEARING OFFICER RECOMMENDATIONS FOR DISABILITY
RETIREMENTS**

None

APPROVAL of BOARD and COMMITTEE MINUTES

*June 18, 2020 Actuarial Committee Minutes
June 18, 2020 Audit Committee Minutes
June 18, 2020 Minutes of the Regular Board Meeting
July 8, 2020 Investment Committee Minutes*

MISCELLANEOUS MATTERS

Operating Expenses as of May 31, 2020

20-33

It was moved by Elizabeth Rogers seconded by Jaime Godfrey and approved by a vote of 8 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Wood*), 0 no, and 0 abstentions:

BE IT RESOLVED BY THIS BOARD that the Consent Calendar is approved.

**REGULAR CALENDAR
REPORTS AND ACTION ITEMS**

**DISABILITIES, CURRENT AND CONTINUING RECOMMENDATIONS AND
MOTIONS**

None.

COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS

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

Investment:

Elizabeth Rogers gave an oral report stating that the Investment Committee met on July 8, 2020 and was presented with, reviewed information for, and discussed an up to \$40 million Investment in Brookfield Super-Core Infrastructure Partners, as part of ACERA's Real Assets Portfolio – Infrastructure.

20-34

It was moved by Elizabeth Rogers and seconded by Ophelia Basgal that the Board approve an up to \$40 million Investment in Brookfield Super-Core Infrastructure Partners, as part of ACERA's Real Assets Portfolio – Infrastructure, pending completion of legal and investment due diligence and successful contract negotiations. The motion carried 8 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers Wood*), 0 no, and 0 abstentions.

The Committee reviewed, was presented with and/or discussed the following Information Items: *1) Semiannual Performance Review for the Period Ending December 31, 2019 – Real Assets; and 2) Review of Cash Overlay and Rebalancing.*

Minutes of the meeting were presented to the Board for adoption on the Consent Calendar at today's Board meeting.

Retirees:

Liz Koppenhaver gave an oral report stating that the Retirees Committee met today and was presented with, reviewed information for, and discussed the Group Plan Monthly Medical Allowance cost for Plan Year 2021 for eligible retirees enrolled in the group plans.

20-35

It was moved by Liz Koppenhaver and seconded by Elizabeth Rogers that the Board adopt a 2021 Group Plan Monthly Medical Allowance (MMA) equal to the 2020 MMA for eligible retirees enrolled in the group plans, thereby maintaining the current MMA maximum of \$578.65 for the Plan Year 2021. The MMA contribution is a non-vested benefit subject to possible reduction or elimination if the Board policies change or funds are unavailable. This benefit is funded by contributions from ACERA employers to the 401(h) account. After contributions are made, in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve (SRBR) assets as employer contributions for pensions. The motion carried 9 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Walker, Wood*), 0 no, and 0 abstentions.

Trustee Koppenhaver further reported that the Committee was presented with, reviewed information for, and discussed the Individual Plan Monthly Medical Allowance cost for Plan Year 2021 for eligible qualified early (non-Medicare) retirees enrolled in individual plans through the Health Exchange.

20-36

It was moved by Liz Koppenhaver and seconded by Jaime Godfrey that the Board adopt a 2021 Individual Plan Monthly Medical Allowance (MMA) equal to the 2020 MMA for eligible qualified early (non-Medicare) retirees enrolled in individual plans through the Health Exchange, thereby maintaining the current MMA maximum of \$578.65 for the Plan Year 2021. The MMA contribution is a non-vested benefit subject to possible reduction or elimination if the Board policies change or funds are unavailable. This benefit is funded by contributions from ACERA employers to the 401(h) account. After contributions are made, in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve (SRBR) assets as employer contributions for pensions. The motion carried 9 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Walker, Wood*), 0 no, and 0 abstentions.

Trustee Koppenhaver further reported that the Committee was presented with, reviewed information for, and discussed the Individual Plan Monthly Medical Allowance cost for Plan Year 2021 for qualified Medicare eligible retirees enrolled in individual plans through the Medicare Exchange.

20-37

It was moved by Liz Koppenhaver and seconded by Ophelia Basgal that the Board adopt a 2021 Individual Plan Monthly Medical Allowance (MMA) equal to the 2020 MMA for qualified Medicare eligible retirees enrolled in individual plans through the Medicare Exchange, thereby maintaining the current MMA maximum of \$443.28 for the Plan Year 2021. The MMA contribution is a non-vested benefit subject to possible reduction or elimination if the Board policies change or funds are unavailable. This benefit is funded by contributions from ACERA employers to the 401(h) account. After contributions are made, in accordance with the County Employees Retirement law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve (SRBR) assets as employer contributions for pensions. The motion carried 9 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Walker, Wood*), 0 no, and 0 abstentions.

The Committee reviewed, was presented with and/or discussed the following Information Items: 1) Report on Dental and Vision Plans Experience and Utilization; 2) Status of ACERA's Wellness Program and Retiree Health and Wellness Fair, and Plans for Open Enrollment; and 3) Miscellaneous Updates.

Minutes of the meeting will be presented to the Board for adoption on the Consent Calendar at the August 20, 2020 Board meeting.

NEW BUSINESS:

SACRS 2020-2021 Board of Directors Elections

This item was brought back for the Board consideration at today's meeting. Mr. Nelsen presented his July 16, 2020, memo requesting direction from the Board on how he (or his Designee) should vote ACERA's Proxy, via electronically, on behalf of the Board for the SACRS 2020-2021 Board of Directors. The Board reviewed and discussed the SACRS Nominating Committee's recommended slate, which included the candidates' statements and bios. The Board also reviewed and discussed candidate statements and bios submitted by Mr. Vere Williams and Mr. Edward Robinson as Regular Members-these candidates were not recommended by the SACRS Nominating Committee. Elizabeth Rogers moved and Ophelia Basgal seconded a motion to vote in support of the SACRS Nominating Committee's recommended slate; the motion failed. After discussion, the Board made the following modified motion:

20-38

It was moved by Liz Koppenhaver and seconded by Tarrell Gamble that the Board direct the Chief Executive Officer (or his Designee) to vote ACERA's Proxy, via electronically, on behalf of the Board of Retirement in support of the SACRS Nominating Committee's recommended slate, with the exception of Mr. Edward Robinson as a Regular Member in lieu of Mr. John Kelly. The motion carried 8 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Walker, Wood*), 1 no (*Rogers*), and 0 abstentions.

David Nelsen, Chief Executive Officer's Report

Mr. Nelsen presented his July 16, 2020, written CEO Report which provided an update on: **1) Committee and Board Action Items; 2) Other Items**, which included: COVID-19 Responses, the Pension Administration System, Personnel Items and Budget, and Customer Service.

Mr. Nelsen expressed his concerns regarding how more people, including Staff, relatives, friends, etc., are now being impacted by COVID-19. Trustee Koppenhaver reported that several deputy sheriffs have also been exposed. Mr. Nelsen reported that ACERA is working with the County to develop protocols and will provide updates to the Board as appropriate.

CONFERENCE/ORAL REPORTS

Trustee Levy reminded the Board that due to the COVID-19 Pandemic, there are a number of virtual trainings and conferences available.

Trustee Koppenhaver reported she participated in a Pandemic and Politics Webinar, which focused on how other Countries are dealing with the COVID-19 Pandemic.

ANNOUNCEMENTS

None.

BOARD INPUT

None.

CLOSED SESSION

- A.** Consider the Purchase or Sale of a Particular, Specific Pension Fund Investment (CA Gov. Code section § 54956.81).
- B.** Government Code Section 54956.9(d)(1): Pending litigation (2 matters):
 - 1. *Alameda County Deputy Sheriff's Association v. Alameda County Employees' Retirement Association*, California Supreme Court Case No. S247095.
 - 2. Service Appeal of Marguerite Malloy, OAH No. 201909090358.

The Board reconvened into Open Session and Chair Henry Levy announced that the Board took no reportable action on any of the above-referenced matters.

ADJOURNMENT

The meeting adjourned at approximately 2:45 p.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "David Nelsen". The signature is written in black ink and is positioned above a horizontal line.

David Nelsen
Chief Executive Officer

08/20/20

Date Adopted

**APPENDIX A
APPLICATION FOR SERVICE RETIREMENT**

BUCHANAN, Deborah
Effective: 5/16/2020
Sheriff's Office

JONES, Yvonne
Effective: 5/23/2020
Superior Court

CASTILLO, Martha
Effective: 4/21/2020
Social Services Agency

KASEMAN, Robert
Effective: 3/31/2020
Assessor

COLE, Donna
Effective: 5/16/2020
Alameda Health System

KING, Abena
Effective: 5/4/2020
Alameda Health System

DELA CRUZ, Josefina
Effective: 4/17/2020
Alameda Health System

KWONG, Kent
Effective: 5/1/2020
Auditor-Controller

DRUMMER-TAYLOR, Denise
Effective: 4/6/2020
Alameda Health System

LOVERIDGE, Michael
Effective: 5/16/2020
Public Works Agency

ELMORE, Carlton
Effective: 5/2/2020
Alameda Health System

SANDOVAL, DeAnne
Effective: 5/1/2020
Department of Child Support Services

HARRIS, Josalyn
Effective: 4/1/2020
Health Care Services Agency

SOLIDAY, Sandi
Effective: 5/2/2020
Health Care Services Agency

HSU, Catherine
Effective: 5/16/2020
Social Services Agency

TAMM, Penelope
Effective: 3/21/2020
Sheriff's Office

JONES, Barbara
Effective: 4/26/2020
Alameda Health System

TULLYS, Toni
Effective: 5/9/2020
Health Care Services Agency

WINDER, Thomas
Effective: 3/21/2020
Social Services Agency

APPENDIX B
APPLICATION FOR DEFERRED RETIREMENT

ANAYA, Sandra E.
Alameda Health System
Effective Date: 4/7/2020

ARBUCKLE, Jennifer C.
Alameda Health System
Effective: 3/12/2020

BACHMANN, Lisa L.
Social Services Agency
Effective: 2/21/2020

BARBARO, Kevin D.
General Services Agency
Effective: 4/22/2020

BARTHMAN, Philip J.
Public Works Agency
Effective: 2/7/2020

BISIKIRSKI, Sara A.
Alameda Health System
Effective: 2/3/2020

BROWN, Mark A.
Alameda Health System
Effective: 5/9/2020

BROWN, Tim
Zone 7
Effective: 2/7/2020

BURLEY, Ashlei
Alameda Health System
Effective: 3/17/2020

CEDIEL, Sylvia E.
Public Defender
Effective: 3/27/2020

CHIANG, Yuen Y.
District Attorney
Effective: 4/17/2020

CORNIST DHATI, Rodney L.
Probation
Effective: 1/25/2020

DOUGHERTY, Daisy E.
Health Care Services Agency
Effective: 2/28/2020

DOYLE-STEVENSON, Leah M.
Board of Supervisors
Effective: 5/29/2020

EMERY, Everett E.
General Services Agency
Effective: 3/20/2020

GANDHI, Tanvi
Alameda Health System
Effective: 5/15/2020

HOOD, Keturah A.
Alameda Health System
Effective Date: 4/1/2020

HOUSE, Regina E.
Social Services Agency
Effective: 3/20/2020

HUOT, Kamsat
Social Services Agency
Effective: 4/24/2020

JENSON, Mackenna H.
Sheriff's Office
Effective: 2/7/2020

LA BARR, Rodney J.
General Services Agency
Effective: 3/3/2020

LEE-GILLUM, Ronda L.
Social Services Agency
Effective: 5/1/2020

**APPENDIX B
APPLICATION FOR DEFERRED RETIREMENT**

LOUM, Alisa
Auditor-Controller
Effective: 1/24/2020

SMALZEL, Catherine A
Health Care Services Agency
Effective: 1/29/2020

MAPLE, Rhianon R.
Assessor
Effective: 2/7/2020

SMITH, Nicole S.
Health Care Services Agency
Effective Date: 5/8/2020

MARSH, Shannon
Alameda Health Systems
Effective: 4/14/2020

SORIANO, Diana
Housing Authority
Effective: 1/3/2020

MARSHALL, Rachel R.
Public Defender
Effective: 4/3/2020

TATE, Mecole L.
Human Resource Services
Effective: 4/7/2020

MASTER, Mazu B.
Health Care Services Agency
Effective: 3/26/2020

TAYLOR, Tytus
Alameda Health System
Effective: 5/7/2020

ROBINSON, David M.
Alameda Health Systems
Effective: 5/1/2020

THURMAN, Joshua J.
Board of Supervisors
Effective: 2/14/2020

ROSE, Cecilie M.
Alameda Health Systems
Effective: 3/2/2020

TIEU, Tina
General Services Agency
Effective: 3/6/2020

SAMUELS, Zsanna N.
Probation
Effective: 5/8/2020

UPSHAW, Tiara R.
Social Services Agency
Effective: 4/3/2020

SANFTNER, Paul W.
Board of Supervisors
Effective: 5/1/2020

ZHANG, Shu J.
Social Services Agency
Effective: 3/31/2020

**APPENDIX B-1
APPLICATION FOR NON-VESTED DEFERRED**

ARANZAMENDEZ, Ramon M.
General Services Agency
Effective Date: 2/7/2020

DEMISSIE, Senayte A.
District Attorney
Effective: 2/14/2020

AZABACHE VILLAR, Erika I.
Health Care Services Agency
Effective: 2/21/2020

DOMINO, Isiah J.
Alameda Health System
Effective: 3/13/2020

BREWINGTON, Xenia T.
Social Services Agency
Effective: 1/24/2020

EDWARDS, Frederick A.
Public Works Agency
Effective: 1/31/2020

CANALES, Jessica A.
Alameda Health System
Effective: 4/15/2020

EHENEMBA, Nicholas O.
Alameda Health System
Effective: 4/17/2020

CANTERBURY, Rachel L.
Health Care Services Agency
Effective: 1/24/2020

ERICKSON, Katharine D.
Superior Court
Effective: 4/20/2020

CARTER, Imani Z.
District Attorney
Effective: 3/6/2020

ETIENNE LEBEAU, Sharen
Social Services Agency
Effective Date: 5/1/2020

CHAN, Robert G.
Public Works Agency
Effective: 4/24/2020

FERRER, Sigriet
Library
Effective: 5/2/2020

CLINE, Aaron B.
Alameda Health System
Effective: 4/2/2020

GARCIA SIGUENZA, Rene G.
Superior Court
Effective: 5/22/2020

COLE, Harold D.
Alameda Health System
Effective: 5/20/2020

GIAMPAOLI, Sara L.
Superior Court
Effective: 2/15/2020

DE GUZMAN, Graciale J.
Alameda Health System
Effective: 2/14/2020

GRAHAM, Irene C.
Alameda Health System
Effective: 5/18/2020

DELGADO, Jeanette
Human Resource Services
Effective: 3/6/2020

GUERRA, Kori A.
Sheriff's Office
Effective: 2/7/2020

**APPENDIX B-1
APPLICATION FOR NON-VESTED DEFERRED**

HALLOCK, Miles D.
Zone 7
Effective: 3/6/2020

LO GIUDICE, Pablo H.
Superior Court
Effective: 2/26/2020

HATSAKORZIAN, Nanik
Alameda Health System
Effective: 3/13/2020

LONG, Allen A.
Alameda Health System
Effective: 2/28/2020

HAYES, Brittny A.
Social Services Agency
Effective: 2/17/2020

LOPES, Cheri Y.
Sheriff's Office
Effective: 5/1/2020

HERNANDEZ-RUANO, Andres E.
Public Defender
Effective: 4/17/2020

LOR, Karen K.
Superior Court
Effective: 4/10/2020

HICKS, Tracy A.
Social Services Agency
Effective: 3/6/2020

LU, Anthony T.
Information Technology
Effective: 5/8/2020

HUFANA, Michael M.
Social Services Agency
Effective: 4/15/2020

MACIAS, Rene F.
Alameda Health System
Effective: 5/15/2020

JONES, Jermaine M.
Alameda Health System
Effective: 5/22/2020

MANAY, Maryknoll Anne S.
Social Services Agency
Effective: 4/30/2020

JONES, Raymond S.
Alameda Health System
Effective: 4/2/2020

MERLE, Korin M.
Health Care Services Agency
Effective: 1/31/2020

JOSEPH, Julie
Alameda Health System
Effective: 3/13/2020

MERRITT, Brianna A.
Alameda Health System
Effective: 3/31/2020

LEE, Kevin Y.
Superior Court
Effective: 1/8/2020

MINES, Christie L.
Alameda Health System
Effective: 5/5/2020

LEIVA, Emanuel A.
Gensal Services Agency
Effective Date: 3/13/2020

MOYANO, Kathryn A.
Public Works Agency
Effective: 5/29/2020

**APPENDIX B-1
APPLICATION FOR NON-VESTED DEFERRED**

MURPHY, Stephen M.
District Attorney
Effective: 4/17/2020

REO, Alexander S.
Alameda Health System
Effective: 4/2/2020

NACHAMPHONE, Souly
Social Services Agency
Effective: 5/3/2020

SANDERS, Kiana M.
Social Services Agency
Effective: 3/19/2020

NICKAS, Melissa N.
Alameda Health Systems
Effective: 4/25/2020

SEELAM, Vina
Public Defender
Effective: 2/21/2020

PARNELL, Ti'Dia M.
Social Services Agency
Effective: 5/15/2020

SHAIKH, Zayba F.
Superior Court
Effective: 2/7/2020

PASHA, Khalid H.
Alameda Health Systems
Effective Date: 4/13/2020

SHIMIZU, Kazuyo
Alameda Health System
Effective: 3/7/2020

PEARSE, Rachel
Social Services Agency
Effective: 5/15/2020

SMITH, John A.
Zone 7
Effective: 5/6/2020

PILLAY, Van N.
Health Care Services Agency
Effective: 1/25/2020

SOLTZ, Amanda L.
Superior Court
Effective: 5/8/2020

QUEZADA, Erika
Alameda Health System
Effective: 3/6/2020

SOO, Cameron
Superior Court
Effective: 5/20/2020

QUINTERO, Jade D.
Public Defender
Effective: 3/13/2020

SOPOCI, Mo'Niek M.
Superior Court
Effective: 3/9/2020

RAMOS, Marco D.
Alameda Health System
Effective: 2/20/2020

SRAI, Gurpreet K.
Alameda Health System
Effective Date: 3/5/2020

RAYMOND, Drew J.
Community Development Agency
Effective: 3/20/2020

SUGHAYAR-VENERE, Ashley N.
Alameda Health System
Effective: 4/5/2020

**APPENDIX B-1
APPLICATION FOR NON-VESTED DEFERRED**

TAYLOR, Sequoia J.
Sheriff's Office
Effective: 5/1/2020

VILKIN, Camden
Public Defender
Effective: 4/23/2020

TRAN, Tina
Alameda Health System
Effective: 1/25/2020

WILLIAMS, Latricia A.
Alameda Health System
Effective: 3/13/2020

TUYORADA, Alana P.
Alameda Health System
Effective: 3/9/2020

WILLIAMSON, DeShannon R.
Superior Court
Effective: 2/7/2020

**APPENDIX D
LIST OF DECEASED MEMBERS**

ALLEN, Ruth
Alameda Health System
6/19/2020

HUNTER, Darlene
Non-Mbr Survivor of Robert Hunter Jr
6/24/2020

BONWELL, John
Public Works Agency
5/21/2020

JACOBS, Elizabeth
Alameda Health System
6/3/2020

CHAMBERLAIN JR., John
Sheriff's Office
6/14/2020

LEE, Jeff
Non-Mbr Survivor of Jean Lee
6/5/2020

DAVID, Virgilio
Social Services Agency
5/9/2020

LEE, Jessica
Superior Court
6/9/2020

GRECCO, Mary
Sheriff's Office
5/30/2020

MC CORMICK, Gloria
General Services Agency
5/30/2020

HALLMEYER, Barbara
Alameda Health System
5/27/2020

RICHARDSON, Martha
ACERA
5/23/2020

HANSON, Edgar
Auditor Controller
5/22/2020

SILVA, Marie
Sheriff's Department
1/19/2020

**APPENDIX D
LIST OF DECEASED MEMBERS**

SMITH, Robert
Public Works Agency
4/20/2020

WILBURN, Evelyn
Non-Mbr Survivor of George Wilburn
6/6/2020

TUCKER, Signorina
Superior Court
6/20/2020

WILSON, Ruth
Alameda Health System
5/23/2020

**APPENDIX F
APPLICATION FOR DISABILITY RETIREMENT**

Name: Castillo, Ruth
Type of Claim: Annual Review for SCD (Granted on 6/20/19)

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report to continue the allowance for Ms. Castillo's service-connected disability and to waive future annual medical examinations and questionnaires at this time.

Name: Guevarra, John
Type of Claim: Annual Review for SCD (Granted on 9/20/18)

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation contained in the Medical Advisor's report to continue the allowance for Mr. Guevarra's service-connected disability and to waive future annual medical examinations and questionnaires at this time.

Name: Williams, Horace
Type of Claim: Service-Connected

Staff's Recommendation:

Adopt the findings and conclusions and approve and adopt the recommendation. Since Mr. Williams is over 55 years old, future annual medical examinations and questionnaires will not be required.

**APPENDIX F
APPLICATION FOR DISABILITY RETIREMENT**

Name: Woodfolk, Michael
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. Woodfolk's application for a service-connected disability. As Mr. Woodfolk will turn 55 years old in the next few months, in accordance with Govt. Code section 31729 future annual medical examinations and questionnaires will not be required.

August 5, 2020
Operations Committee Minutes
For approval under August 20, 2020
Board “Consent Calendar”



THIS MEETING WAS CONDUCTED VIA TELECONFERENCE WITH VIDEO

Date: August 5, 2020
To: Members of the Operations Committee
From: Ophelia Basgal, Chair
Subject: Summary of the August 5, 2020, Operations Committee Meeting

Operations Committee Chair Ophelia Basgal called the August 5, 2020, Operations Committee Meeting to order at 9:30 a.m. Committee members present were Ophelia Basgal, Chair; Liz Koppenhaver, Vice Chair; Dale Amaral; Jaime Godfrey; and Elizabeth Rogers. Other Board members present were Keith Carson; Tarrell Gamble; Henry Levy; and Alternates Nancy Reilly, and Darryl Walker. Staff present were David Nelsen, Chief Executive Officer; Margo Allen, Fiscal Services Officer; Kathy Foster, Assistant Chief Executive Officer; Jeffrey Rieger, Chief Counsel; Harsh Jadhav, Chief of Internal Audit; Jessica Huffman, Benefits Manager; Sandra Dueñas-Cuevas, Benefits Manager; and Victoria Arruda, Human Resources Officer.

ACTION ITEMS

None

INFORMATION ITEMS

1. Operating Expenses as of June 30, 2020

Staff provided the operating expenses as of June 30, 2020. As of June 30, 2020, actual expenses were \$1,205K under budget. Budget overage noted was Professional Fees (106K over budget). Budget surpluses noted were Staffing (\$724K under budget) with 6 unfilled positions, Staff Development (\$167K under budget), Office Expense (\$30K under budget), Member Services (\$98K under budget), Systems (\$62K under budget), Depreciation (\$3K under budget), and Board of Retirement (\$227K under budget).

2. Quarterly Financial Statements as of June 30, 2020

Staff presented the Unaudited Financial Statements for the period ending June 30, 2019. Staff stated the net position held in trust for pension benefits totaled \$8.21 billion. The fiduciary net position held in trust compared to the same period in 2019 decreased by \$170 million. The year-over-year change in net position increased about \$1.37 billion.

3. Quarterly Cash Forecast Report as of June 30, 2020

Staff presented the Cash Forecast Report for July 1, 2020 – June 2021. With the exception of the two three-pay-period months, the average monthly negative cash position for the period is -\$18,471,142.

4. Board Member Conference Expense Report as of June 30, 2020

Staff presented the Board Member Conference and Training Report for the period ending June 30, 2020. Reported expenses for the period were \$13,918.

5. Senior Manager Conference Expense Report as of June 30, 2020

Staff presented the Senior Manager Conference and Training Expense Report for the period ending June 30, 2020. Reported expenses for the period were \$10,707.

6. Mid-Year Review of 2020 ACERA Operating Expense Budget

Staff presented the 2020 mid-year operating expense budget review as of June 30, 2020, and the end-of-year forecast review as of December 31, 2020.

7. Website Redesign and Relaunch

Staff announced it has completed the project to rethink and redesign the ACERA website. The project achieved its two primary goals: to optimize users' mobile experience, and to optimize the site's navigation.

TRUSTEE/PUBLIC INPUT

None

RECOMMENDATIONS

None

ESTABLISHMENT OF NEXT MEETING DATE

The next meeting is scheduled for October 7, 2020 at 9:30 a.m.

MEETING ADJOURNED

The meeting adjourned at 10:18 a.m.

July 16, 2020
Retirees Committee Minutes
For approval under August 20, 2020
Board “Consent Calendar”



THIS MEETING WAS CONDUCTED VIA TELECONFERENCE WITH VIDEO

July 16, 2020

To: Members of the Retirees Committee

From: Liz Koppenhaver, Chair, Retired Trustee

Subject: Summary of the July 16, 2020 Retirees Committee Meeting

Committee Chair Liz Koppenhaver called the July 16, 2020 meeting to order at 1:00 p.m. Committee members present were Liz Koppenhaver, Jamie Godfrey, Keith Carson and George Wood. Also present were Ophelia Basgal, Tarrell Gamble, Henry Levy, and Elizabeth Rogers, and alternate members Nancy Reilly and Darryl Walker. Staff present were David Nelsen, Chief Executive Officer; Kathy Foster, Assistant Chief Executive Officer; Margo Allen, Fiscal Services Officer; Jeff Rieger, Chief Counsel; Sandra Dueñas-Cuevas, Benefits Manager; Jessica Huffman, Benefits Manager; Vijay Jagar, Chief Technology Officer; and Harsh Jadhav, Chief of Internal Audit.

PUBLIC INPUT

None.

ACTION ITEMS

1. Adoption of 2021 Monthly Medical Allowance for Group Plans

Staff presented group plans Monthly Medical Allowance (MMA) cost comparisons for the 2020 and 2021 Plan Years. Staff recommended that there be no increase to the MMA amount for 2021, thereby maintaining the current MMA maximum for the group plans of \$578.65 for the Plan Year 2021.

It was moved by Ophelia Basgal and seconded by Jaime Godfrey that the Retirees Committee recommend to the Board of Retirement (Board) a motion to adopt a 2021 Group Plan Monthly Medical Allowance (MMA) equal to the 2020 MMA for eligible retirees in the group plans, thereby maintaining the current MMA maximum of \$578.65 for the Plan Year 2021. The MMA contribution is a non-vested benefit subject to possible reduction or elimination if Board policies change or funds are unavailable. This benefit is funded by contributions from ACERA employers to the 401(h) account. After contributions are made, in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.

The motion carried 9 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Walker, Wood*), 0 no, 0 abstentions.

2. Adoption of 2021 Monthly Medical Allowance for Early Retiree Individual Plans

Staff presented early (non-Medicare) retiree Individual Plans Monthly Medical Allowance (MMA) costs for the 2020 Plan Year based on the maximum MMA provided. Staff recommended that there be no increase to the MMA amount for 2021, thereby maintaining the current MMA maximum of \$578.65 for the Plan Year 2021 for eligible qualified early (non-Medicare) retirees enrolled in individual plans through the Health Exchange.

It was moved by Jaime Godfrey and seconded by George Wood that the Retirees Committee recommend to the Board of Retirement (Board) a motion to adopt a 2021 Individual Plan Monthly Medical Allowance (MMA) equal to the 2020 MMA for eligible qualified early (non-Medicare) retirees enrolled in individual plans through the Health Exchange, thereby maintaining the current MMA maximum of \$578.65 for the Plan Year 2021. The MMA contribution is a non-vested benefit subject to possible reduction or elimination if Board policies change or funds are unavailable. This benefit is funded by contributions from ACERA employers to the 401(h) account. After contributions are made, in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.

The motion carried 9 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Walker, Wood*), 0 no, 0 abstentions.

3. Adoption of 2021 Monthly Medical Allowance for Medicare Eligible Retiree Individual Plans

Staff presented Medicare eligible retiree Individual Plans Monthly Medical Allowance (MMA) costs for the 2020 Plan Year based on the maximum MMA provided. Staff recommended that there be no increase to the MMA amount for 2021, thereby maintaining the current MMA maximum of \$443.28 for the Plan Year 2021 for eligible retirees enrolled in individual plans through the Medicare Exchange.

It was moved by George Wood and seconded by Ophelia Basgal that the Retirees Committee recommend to the Board of Retirement (Board) a motion to adopt a 2021 Individual Plan Monthly Medical Allowance (MMA) equal to the 2020 MMA for qualified Medicare eligible retirees enrolled in individual plans through the Medicare Exchange, thereby maintaining the current MMA maximum of \$443.28 for the Plan Year 2021. The MMA contribution is a non-vested benefit subject to possible reduction or elimination if Board policies change or funds are unavailable. This benefit is funded by contributions from ACERA employers to the 401(h) account. After contributions are made, in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.

The motion carried 9 yes (*Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Walker, Wood*), 0 no, 0 abstentions.

INFORMATION ITEMS

1. Report on Dental and Vision Plans Experience and Utilization

Segal, ACERA's Benefits Consultant, provided information on ACERA's dental and vision plans experience, utilization, dental annual maximums by network, and request for proposal results, which included a dental value added benefits overview, and VSP's proposed materials-only plan.

2. Status of ACERA's Wellness Program and Retiree Health and Wellness Fair, and Plans for Open Enrollment

Staff provided a report on the wellness program, Retiree Health and Wellness fair, and plans for the 2021 open enrollment. This year's Retiree Health and Wellness fair has been cancelled, and Staff is exploring alternative virtual options with ACERA's healthcare providers and experts. The 2021 open enrollment packet distribution is targeted for October 9, 2020.

3. Miscellaneous Updates

Staff reported that effective June 16, 2020, Via Benefits made changes to its reimbursement request forms by consolidating them into one easy-to-use form, which is intended to streamline the reimbursement process for participants. In response to Trustee Rogers' question, Staff will find out if Via Benefits has the capability of issuing and using debit cards for processing Health Reimbursement Account reimbursement requests.

TRUSTEE REMARKS

None.

FUTURE DISCUSSION ITEMS

- Adoption of Dental Plan Contributions for 2021
- Adoption of Vision Plan Contributions for 2021

ESTABLISHMENT OF NEXT MEETING DATE

The next meeting is scheduled for August 5, 2020 at 10:30 a.m.

MEETING ADJOURNED

The meeting adjourned at 1:51 p.m.

August 5, 2020
Retirees Committee Minutes
For approval under August 20, 2020
Board “Consent Calendar”



THIS MEETING WAS CONDUCTED VIA TELECONFERENCE WITH VIDEO

August 5, 2020

To: Members of the Retirees Committee

From: Liz Koppenhaver, Chair, Retired Trustee

Subject: Summary of the August 5, 2020 Retirees Committee Meeting

Committee Chair Liz Koppenhaver called the August 5, 2020 meeting to order at 10:30 a.m. Committee members present were Liz Koppenhaver, Jamie Godfrey, Dale Amaral, Keith Carson and George Wood. Also present were Ophelia Basgal, Tarrell Gamble, Henry Levy, and Elizabeth Rogers, and alternate members Nancy Reilly and Darryl Walker. Staff present were David Nelsen, Chief Executive Officer; Kathy Foster, Assistant Chief Executive Officer; Margo Allen, Fiscal Services Officer; Jeff Rieger, Chief Counsel; Sandra Dueñas-Cuevas, Benefits Manager; Jessica Huffman, Benefits Manager; Victoria Arruda, Human Resources Officer; Vijay Jagar, Chief Technology Officer; and Harsh Jadhav, Chief of Internal Audit.

PUBLIC INPUT

Jerry Jacobs, ACERA retiree, thanked Mike Fara and the Staff for the outstanding job on the enhancements made to the ACERA website.

INFORMATION ITEMS

Chair Koppenhaver 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 items:

1. Review of Dental and Vision Plans Premiums for 2021

Staff and Segal provided information on the ACERA-sponsored dental and vision plans renewal premiums for Plan Year 2021.

ACTION ITEMS

1. Adoption of Dental Plan Contributions for 2021

Staff and Segal reported that for Plan Year 2021, based on the single retiree premium rates, which include a 5.0 % increase for the PPO plan billed rates and no rate increase for the DeltaCare USA plan, the projected annual cost to provide this non-vested benefit for 2021 is \$4,390,502.

It was moved by Ophelia Basgal and seconded by Elizabeth Rogers that the Committee recommend to the Board of Retirement a motion to continue the dental plan contributions for Plan Year 2021, which provides a monthly subsidy equal to the single-party dental plan coverage premium of \$44.15 for the PPO plan and \$22.18 for the DeltaCare USA plan for retirees who are receiving ACERA allowances with ten or more years of ACERA service, are service connected disability retirees, or are non-service connected disability retirees as of January 31, 2014. This is a non-vested benefit funded by contributions from the ACERA employers to the 401(h) account. After contributions are made in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.

The motion carried 9 yes (*Amaral, Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Wood*), 0 no, 0 abstentions.

2. Adoption of Vision Plan Contributions for 2021

Staff and Segal reported that based on the single retiree premium rate for Plan Year 2021, which includes a 6.4% decrease, the projected annual cost to provide this non-vested benefit for 2021 is \$397,079.

It was moved by Jamie Godfrey and seconded by Dale Amaral that the Committee recommend to the Board of Retirement a motion to continue the vision plan contributions for Plan Year 2021, which provides a monthly subsidy equal to the single-party vision plan coverage premium of \$3.97 for retirees who are receiving ACERA allowances with ten or more years of ACERA service, are service connected disability retirees, or are non-service connected disability retirees as of January 31, 2014. This is a non-vested benefit funded by contributions from the ACERA employers to the 401(h) account. After contributions are made in accordance with the County Employees Retirement Law, ACERA treats an equal amount of Supplemental Retiree Benefit Reserve assets as employer contributions for pensions.

The motion carried 9 yes (*Amaral, Basgal, Carson, Gamble, Godfrey, Koppenhaver, Levy, Rogers, Wood*), 0 no, 0 abstentions.

INFORMATION ITEMS

2. Miscellaneous Updates

Staff provided an update regarding the planning of a virtual health and wellness fair for the end of October. In addition, Staff reported that currently, Via Benefits does not have the capability of using debit cards for processing Health Reimbursement Account reimbursement requests, and will update the Committee if this option becomes available.

TRUSTEE REMARKS

Trustee Koppenhaver expressed her appreciation to David Nelsen and Mike Fara for attending the retiree associations meetings, and most recently to provide the latest information regarding the DSA lawsuit.

FUTURE DISCUSSION ITEMS

- Presentation and Acceptance of Supplemental Retiree Benefit Reserve Funding Report/Valuation

ESTABLISHMENT OF NEXT MEETING DATE

The next meeting is scheduled for October 7, 2020 at 10:30 a.m.

MEETING ADJOURNED

The meeting adjourned at 10:57 a.m.

**August 12, 2020 Investment
Committee Minutes
For approval under August 20, 2020
Board “Consent Calendar”**

**The August 12, 2020 Investment Committee
Minutes will be distributed
under separate cover**

**Quarterly Report on Member Under/Overpayments
For approval under August 20, 2020
Board “Consent Calendar”**



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: August 20, 2020

TO: Members of the Board of Retirement

FROM: Jessica Huffman, Retirement Benefits Manager 

SUBJECT: **Quarterly Report on Member Underpayments and Overpayments**

Attached are the quarterly reports regarding member contributions and overpayments of retirement allowance due to death for the most current six-month period. The report regarding Staff errors contains the cases initially presented that have not yet been resolved, along with recently discovered errors. The information below provides more specifics in each of these categories.

Overpayments of Retirement Allowance Due to Death

This report provides any payments (including HRA (Health Reimbursement Arrangements) payments) made after the death of a retiree. In instances where a death is not reported timely, an overpayment occurs. For the six-month reporting period October 06, 2019 through March 21, 2020, 131 deaths occurred. There are 3 overpayments due to unreported deaths to report at this time. Staff is actively attempting to collect on these overpayments.

Staff Errors

There are no overpayments due to staff errors to report.

Overpayments and Underpayments of Member Contributions

This report, which is for the period October 04, 2019 through March 21, 2020, shows discrepancies in member contribution amounts resulting in an underpayment or overpayment above the \$50 threshold, average time to resolve, and an explanation of the error type. For this reporting period, staff identified 9 members who underpaid their mandatory employee contributions and 5 members who overpaid their mandatory employee contributions. Staff reviewed and resolved each of the 14 cases of incorrect payment. There were a total of 3,267 exceptions from all Participating Employers. The most common exception type was underpayments due to the Employers withholding retirement contributions based on the incorrect salary.

Attachments

**Overpayments of Retirement Allowance Due to Unreported Death
October 06, 2019 to March 21, 2020**

Benefit Type	Date of Death	Date ACERA was notified of Death	Last Check Issued	Net Receivable Owed	Staff's Comment
Survivorship	2/23/2020	3/12/2020	2/29/2020	\$ 1,743.72	Staff initiated ACH reversal request with Well Fargo but was unsuccessful at collecting. Two unsuccessful attempts have been made to collect the overpayment from the family. Staff will continue to attempt collection of overpayment.
Service Retirement	2/15/2020	3/23/2020	2/29/2020	\$ 2,316.78	Staff initiated ACH reversal request with Well Fargo but was unsuccessful at collecting. Two unsuccessful attempts have been made to collect the overpayment from the family. Staff will continue to attempt collection of overpayment.
Service Retirement	3/23/2020	4/8/2020	3/31/2020	\$4,760.63	Staff initiated ACH reversal request with Well Fargo but was unsuccessful at collecting. Two unsuccessful attempts have been made to collect the overpayment from the family. Staff will continue to attempt collection of overpayment.
Total Receivable				\$8,821.13	

**Active Members - Overpayments and Underpayments of Member Contributions
October 6, 2019 to March 21, 2020**

Alameda County					
	Amount	Date Discovered/Received	Date Completed	# of days to complete	Cause
Overpayments: 1	\$78.44	11/14/19	11/20/19	7	Employer Withheld Contribution Based on Incorrect Salary
2	\$148.65	12/26/19	1/23/20	28	Tier Adjustment Due to Reciprocity
3	\$319.02	1/21/20	1/23/20	2	Employer Withheld Contribution Based on Incorrect Salary
Underpayments:	No Underpayments to Report				
Summary	Most Common Exception Type: Employer Withheld Contributions Based on Incorrect Salary Total Exceptions: 1404 % Above Exceptions of Total Exceptions: 0.21%				

Alameda County Housing Authority					
	Amount	Date Discovered/Received	Date Completed	# of days to complete	Cause
Overpayments:	No Overpayments to Report				
Underpayments: 1	\$32.80	2/14/20	2/20/20	6	Employer Withheld Contribution Based on Incorrect Salary
Summary	Most Common Exception Type: Employer Withheld Contribution Based on Incorrect Salary Total Exceptions: 9 % Above Exceptions of Total Exceptions: 11.11%				

Overpayments and Underpayments of Member Contributions – Continued

Alameda Health Systems					
	Amount	Date Discovered/ Received	Date Completed	# of days to complete	Cause
Overpayments: 1	\$22.96	12/23/19	12/23/19	1	Contribution reported over SS Cap
Underpayments: 1	\$858.23	11/19/19	12/3/19	14	Employer Reported Incorrect Entry Date
2	\$732.23	11/19/19	12/3/19	14	Employer Reported Incorrect Entry Date
3	\$352.95	11/19/19	12/5/19	16	Employer Reported Incorrect Entry Date
4	\$713.13	11/19/19	12/4/19	15	Employer Reported Incorrect Entry Date
5	\$833.22	11/19/19	12/3/19	14	Employer Reported Incorrect Entry Date
Summary	<p>Most Common Exception Type: Employer Reported Incorrect Entry Date Total Exceptions: 834 % Above Exceptions of Total Exceptions: 0.72%</p>				

First 5 Alameda County					
	Amount	Date Discovered/ Received	Date Completed	# of days to complete	Cause
Overpayments	No Overpayments to Report				
Underpayments	No Underpayments to Report				
Summary	Most Common Exception Type: N/A Total Exceptions: 7 % Above Exceptions of Total Exceptions: 0.00%				

Livermore Area Recreation and Park District					
	Amount	Date Discovered/ Received	Date Completed	# of days to complete	Cause
Overpayments	No Overpayments to Report				
Underpayments	No Underpayments to Report				
Summary	Most Common Exception Type: N/A Total Exceptions: 0 % Above Exceptions of Total Exceptions: 0.00%				

Alameda County Superior Courts					
	Amount	Date Discovered/ Received	Date Completed	# of days to complete	Cause
Overpayments: 1	\$45.51	11/19/19	11/20/19	2	Employer Withheld Contribution Based on Incorrect Salary
Underpayments: 1	\$93.36	10/7/19	10/8/19	1	Employer Withheld Contribution Based on Incorrect Salary
2	\$152.96	12/26/19	1/5/20	8	Employer Withheld Contribution Based on Incorrect Salary
3	\$44.24	11/14/19	11/15/19	1	Contributions Reported under the Social Security Cap
Summary	<p align="center"> Most Common Exception Type: Employer Withheld Contribution Based on Incorrect Salary Total Exceptions: 1013 % Above Exceptions of Total Exceptions: 0.62% </p>				

**2nd Quarter 2020 Call Center Report
For approval under August 20, 2020
Board “Consent Calendar”**



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: August 20, 2020
TO: Members of the Board of Retirement
FROM: Ismael Piña, Assistant Benefits Manager
SUBJECT: **2nd Quarter 2020 Call Center Report**

Attached is the Service Level Report for the second quarter of 2020. Our service levels continue to exceed our benchmark. Our Call Center agents handled a total of 2,072 incoming calls this past quarter, 94.6% of which were answered within 60 seconds. Similarly, our agents also responded to a total of 691 member voicemails within 1 business day or less.

The matrix below provides the five highest call volume categories for the first half of 2020.

Q1 2020 Highest Volume	Categories of Calls		Q2 2020 Highest Volume	Categories of Calls
32%	Retirement related Q's		35%	Retirement/Counseling/ Job Status Change Related Q's
28%	Counseling		28%	Retiree Payroll Change Requests
17%	Health/Dental/ Vision related Q's		20%	Health/Dental/ Vision related Q's
13%	1099R's		9%	Award Letter/EFT Statement/1099R Requests
10%	Death Benefits		8%	Death Benefits

Attachment

ACERA

YTD 2020 Member Services and Reception Service Level Report

Performance Indicators	Jan 2020		Feb 2020		Mar 2020		Apr 2020		May 2020		Jun 2020	
	Member	Reception										
KPI - Service Level	96.41%		97.57%		96.79%		95.28%		94.91%		93.60%	
Total Number of Call Offered	1,544	366	1,585	471	1438	472	608	143	606	167	581	156
ACD Agent Handled Calls	1,450	360	1,508	431	1,369	439	537	141	552	155	544	143
Number of Abandoned Calls	27	8	22	11	21	35	21	2	13	11	9	9
Average Hold Time Before Abandon (minutes:seconds)	1:15	0:53	1:24	0:43	1:11	0:39	1:15	1:13	0:54	1:06	0:58	1:26
Abandon Call Rate (Goal: 3% or less)	1.60%	1.60%	1.30%	1.40%	0.00%	5.90%	3.50%	1.40%	2.10%	4.80%	1.00%	4.50%
Number of Interflow Calls	70	0	57	0	52	5	50	0	41	4	31	6
Interflow Rate (Goal: 3% or less)	4.53%	0.00%	3.60%	0.00%	3.62%	1.06%	8.22%	0.00%	6.77%	2.40%	5.34%	3.85%
Average Talk Time (minutes:seconds)	5:41	0:53	5:36	0:41	5:32	0:43	5:29	0:44	5:30	0:49	5:30	0:53

Performance Indicators	Jul 2020		Aug 2020		Sep 2020		Oct 2020		Nov 2020		Dec 2020	
	Member	Reception										
KPI - Service Level												
Total Number of Call Offered												
ACD Agent Handled Calls												
Number of Abandoned Calls												
Average Hold Time Before Abandon (minutes:seconds)												
Abandon Call Rate (Goal: 3% or less)												
Number of Interflow Calls												
Interflow Rate (Goal: 3% or less)												
Average Talk Time (minutes:seconds)												

	YTD 2020
Total Member Calls	5,960
Total Reception Calls	<u>1,669</u>
TOTAL - Both	<u>7,629</u>

**Adoption of New Pay Codes for the
County of Alameda**



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: August 20, 2020

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Denial of Three New Pay Items/Codes as “Compensation Earnable” and “Pensionable Compensation” – County of Alameda**

The County of Alameda (County) requested that the following new pay items/codes be designated as “compensation earnable” and “pensionable compensation”. To address ongoing recruitment and retention challenges, a hiring incentive program was established in the Alameda County Sheriff’s Office effective August 9, 2020 for newly hired or promoted persons, resulting in the following new pay items/codes.

- Deputy Sheriff Recruit Incentive (Job Code #8601NM) – 741
This pay item/code will be used for persons in this Job Code receiving a hiring incentive of \$10,000 to be paid in equal increments over a four-year period as follows:
 - \$2,500 upon graduation from Basic Academy
 - \$2,500 after successfully completing the 18-month probationary period
 - \$2,500 after three years of continuous service upon receipt of satisfactory annual performance evaluations
 - \$2,500 after four years of continuous service upon receipt of satisfactory annual performance evaluations

- Deputy Sheriff I Incentive (Job Code #8602NM) – 742
This pay item/code will be used for persons in this Job Code receiving a hiring incentive of \$12,000 to be paid in equal increments over a four-year period as follows:
 - \$3,000 first pay period after hire
 - \$3,000 after successfully completing the 18-month probationary period
 - \$3,000 after three years of continuous service upon receipt of satisfactory annual performance evaluations
 - \$3,000 after four years of continuous service upon receipt of satisfactory annual performance evaluations

- Deputy Sheriff II Incentive (Job Code #8604NM) – 743
This pay item/code will be used for persons in this Job Code receiving a hiring incentive of \$15,000 to be paid in equal increments over a four-year period as follows:
 - \$3,750 first pay period after hire
 - \$3,750 after successfully completing the 12-month probationary period
 - \$3,750 after three years of continuous service upon receipt of satisfactory annual performance evaluations
 - \$3,750 after four years of continuous service upon receipt of satisfactory annual performance evaluations

Denial of Three New Pay Items/Codes as “Compensation Earnable” and “Pensionable Compensation” – County of Alameda (continued)

August 20, 2020

Page 2 of 2

Staff reviewed the required supporting documentation (attached) and made the administrative determination that the new pay items/codes do 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). The two relevant Government Code sections are attached for the Board of Retirement’s (Board) reference.

Staff informed the County that its administrative determination will be included on the Board’s consent calendar for its August 20, 2020 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination to deny the inclusion of the pay items/codes as “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	7/30/2020
Employer Department Submitting the Request	Auditor-Controller's Agency
Contact Person/Employer (include title/position)	Dawn Duffy
Contact Person Telephone incl area code	(510) 272-6383
Contact Person Email address	dawn.duffy@acgov.org
Pay Item Name (and code Number)	741 Dep Sher Recr Incentive
Pay Item Effective Date per authorization:	8/9/2020
State if additional documentation is attached	No

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: 8601NM Deputy Sheriff Recruit

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: Persons newly hired or promoted

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

RESPONSE #4: hiring incentive pay

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

RESPONSE #5: Fixed Amount

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



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

RESPONSE #6: No, it is not a one-time payment because employee can earn additional hiring incentive pay at different intervals.

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: Yes

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 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: No

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



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

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: Lump Sum

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:

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
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Fax: (510) 272-6502

Central Collections Division
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ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

SECTION III

Article 3, Section 3-15, Subsection 3-15.54 of the County of Alameda Salary Ordinance is hereby added, to be effective on August 9, 2020.

3-15.54 – Persons newly hired or newly promoted into Job Codes 8601NM, 8602NM, or 8604NM shall receive a hiring incentive to be paid in equal increments over a four (4) year period as follows:

Deputy Sheriff Recruit (JC #8601NM) - \$10,000

- \$2,500 upon graduation from Basic Academy.
- \$2,500 after successfully completing the 18-month probationary period.
- \$2,500 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.

-
- \$2,500 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff I (JC #8602NM) - \$12,000

- \$3,000 first pay period after hire.
- \$3,000 after successfully completing the 18-month probationary period.
- \$3,000 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,000 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff II (JC #8604NM) - \$15,000

- \$3,750 first pay period after hire.
- \$3,750 after successfully completing the 12-month probationary period.
- \$3,750 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,750 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

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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	7/30/2020
Employer Department Submitting the Request	Auditor-Controller's Agency
Contact Person/Employer (include title/position)	Dawn Duffy
Contact Person Telephone incl area code	(510) 272-6383
Contact Person Email address	dawn.duffy@acgov.org
Pay Item Name (and code Number)	742 Dep Sher 1 Incentive
Pay Item Effective Date per authorization:	8/9/2020
State if additional documentation is attached	No

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: 8602NM Deputy Sheriff I

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: Persons newly hired or promoted

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

RESPONSE #4: hiring incentive pay

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

RESPONSE #5: Fixed Amount

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

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

RESPONSE #6: No, it is not a one-time payment because employee can earn additional hiring incentive pay at different intervals.

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: Yes

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 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: No

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



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

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: Lump Sum

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:

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ALAMEDA COUNTY
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SECTION III

Article 3, Section 3-15, Subsection 3-15.54 of the County of Alameda Salary Ordinance is hereby added, to be effective on August 9, 2020.

3-15.54 – Persons newly hired or newly promoted into Job Codes 8601NM, 8602NM, or 8604NM shall receive a hiring incentive to be paid in equal increments over a four (4) year period as follows:

Deputy Sheriff Recruit (JC #8601NM) - \$10,000

- \$2,500 upon graduation from Basic Academy.
- \$2,500 after successfully completing the 18-month probationary period.
- \$2,500 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.

-
- \$2,500 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff I (JC #8602NM) - \$12,000

- \$3,000 first pay period after hire.
- \$3,000 after successfully completing the 18-month probationary period.
- \$3,000 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,000 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff II (JC #8604NM) - \$15,000

- \$3,750 first pay period after hire.
- \$3,750 after successfully completing the 12-month probationary period.
- \$3,750 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,750 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

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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	7/30/2020
Employer Department Submitting the Request	Auditor-Controller's Agency
Contact Person/Employer (include title/position)	Dawn Duffy
Contact Person Telephone incl area code	(510) 272-6383
Contact Person Email address	dawn.duffy@acgov.org
Pay Item Name (and code Number)	743 Dep Sher II Incentive
Pay Item Effective Date per authorization:	8/9/2020
State if additional documentation is attached	No

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: 8604NM Deputy Sheriff II

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: Persons newly hired or promoted

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

RESPONSE #4: hiring incentive pay

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

RESPONSE #5: Fixed Amount

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

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

Central Collections Division
1221 Oak St., Suite 220
Oakland, CA 94612
Tel: (510) 208-9900
Fax: (510) 208-9932

Clerk-Recorder's Office, Main
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858



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

RESPONSE #6: No, it is not a one-time payment because employee can earn additional hiring incentive pay at different intervals.

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: Yes

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 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: No

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



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

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: Lump Sum

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:

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MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

SECTION III

Article 3, Section 3-15, Subsection 3-15.54 of the County of Alameda Salary Ordinance is hereby added, to be effective on August 9, 2020.

3-15.54 – Persons newly hired or newly promoted into Job Codes 8601NM, 8602NM, or 8604NM shall receive a hiring incentive to be paid in equal increments over a four (4) year period as follows:

Deputy Sheriff Recruit (JC #8601NM) - \$10,000

- \$2,500 upon graduation from Basic Academy.
- \$2,500 after successfully completing the 18-month probationary period.
- \$2,500 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.

-
- \$2,500 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff I (JC #8602NM) - \$12,000

- \$3,000 first pay period after hire.
- \$3,000 after successfully completing the 18-month probationary period.
- \$3,000 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,000 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff II (JC #8604NM) - \$15,000

- \$3,750 first pay period after hire.
- \$3,750 after successfully completing the 12-month probationary period.
- \$3,750 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,750 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

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Lakeside Plaza Building
1401 Lakeside Drive, Suite 200
Oakland, CA 94612-4305
TDD: (510) 272-3703

Human Resource Services

July 28, 2020

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

SUBJECT: ADOPT SALARY ORDINANCE AMENDMENTS TO 1) ADJUST THE SALARIES FOR THE CLASSIFICATIONS OF CAPITAL PROGRAMS MANAGER (#2218SM) AND SUPERVISING CRIMINALIST (#8526SM); 2) ESTABLISH THE CLASSIFICATIONS OF DEPUTY SHERIFF – SAN (#8603N) AND TRANSPORTATION & PARKING MANAGER (#0236SM); 3) AMEND SUBSECTION 3-11.9; 4) AND ADD NEW SUBSECTION 3-17.54

Dear Board Members:

RECOMMENDATION:

A. Adopt Salary Ordinance amendments to:

- i. update subsection 1-1.1 of Section 1-1 in Article 1, to 1) increase the salary range for two (2) classifications: Capital Programs Manager (Job Code ("JC") #2218SM) in the General Services Agency ("GSA") by 16.22% and Supervising Criminalist (JC #8526SM) in the Alameda County Sheriff's Office ("ACSO") by 10.0%, due to recruitment issues, effective August 9, 2020; and 2) establish two (2) new classifications: Deputy Sheriff – Services-As-Needed ("SAN") (JC #8603N) located in ACSO, and Transportation and Parking Manager (JC #0236SM) located in GSA, effective August 9, 2020;
- ii. amend Article 3, Section 3-11, subsection 3-11.9 to add salary administration criteria to include the new classification of Transportation and Parking Manager (JC #0236SM), effective August 9, 2020; and
- iii. add subsection 3-17.54 to Article 3, Section 3-17 to add a hiring incentive program which pays in the amounts of \$10,000, \$12,000 and \$15,000 for newly hired or newly promoted employees in the classifications of Deputy Sheriff Recruit (JC #8601NM), Deputy Sheriff I (JC #8602NM), or Deputy Sheriff II (JC #8604NM) respectively, and to be paid in equal increments based on defined criteria over a four (4) year period, effective August 9, 2020.

DISCUSSION/SUMMARY:

Staff recommends that your Board adjust the salary range of one (1) unrepresented classification of Capital Programs Manager (JC #2218SM) in GSA, effective August 9, 2020. The Capital Programs Manager is a critical position with oversight functions of the Design and Construction Division, which has responsibilities in the design and construction of building and modification projects of County buildings and facilities. A recent recruitment was conducted but was unsuccessful due to the low number of qualified applicants. In an effort to attract a stronger pool of qualified candidates prior to opening another recruitment, GSA requested a salary review of the classification. Staff conducted a comprehensive salary survey and determined the salary range maximum is approximately 16.22% below the market median. In addition, staff evaluated and determined there to be no compaction issues that may arise as a result of this salary adjustment recommendation. Therefore, staff recommends adjusting

the salary range (JC #2218SM) maximum of the Capital Programs Manager by 16.22%, including the same adjustment to the salary range minimum so that the salary for said classification comports with the County's standard salary range spread.

Staff also recommends adjusting the salary range for one (1) classification of Supervising Criminalist (JC #8526SM) in ACSO, effective August 9, 2020. In June 2019, ACSO conducted a recruitment for the Supervising Criminalist (JC #8526SM) classification that resulted in only three (3) applicants, and none was determined to be well-qualified for the position. Subsequently, ACSO conducted a recruitment for Supervising Criminalist (JC #8526SM) in October 2019 that resulted in only one (1) applicant, which was a resubmission from the prior recruitment. As a result, ACSO has not been able to make a viable hire and said critical position remains vacant. At the request of ACSO and to address recruitment issues for the classification of Supervising Criminalist (JC #8526SM), prior to opening another recruitment, staff completed a thorough review and analysis of this classification, including a salary survey, and determined that a salary adjustment is warranted. The survey data indicated that the Supervising Criminalist (JC #8526SM) classification is approximately 13.33% below the market median. Therefore, to address the recruitment issue noted above, remain competitive to attract a stronger pool of qualified applicants, and to ensure that there would be no compaction issue with the next higher level classification of Crime Laboratory Director (JC #8527SM), staff recommends increasing the salary for the Supervising Criminalist (JC #8526SM) classification by a one-time special adjustment of ten-percent (10.0%), effective August 9, 2020.

Further, staff recommends establishing one (1) new classification of Deputy Sheriff – SAN (JC #8603N) in ACSO, effective August 9, 2020. The creation of this classification was requested by ACSO to address its current staffing shortage due to low qualified applicants in recent recruitments and staff out on medical or COVID-19 related leave, and to provide relief to employees who are required to work mandatory overtime hours. Employees in the Deputy Sheriff – SAN (JC #8603N) classification will perform limited law enforcement on an as-needed basis and will primarily be assigned to work in the courts, detention facilities, and transport inmates to hospitals.

Staff also recommends establishing one (1) new classification of Transportation and Parking Manager (JC #0236SM) in GSA, effective August 9, 2020. The creation of this classification was requested by GSA and is warranted given the scope of work which is distinguished from the previously used countywide classification of Supervising Administrative Specialist (JC #0220SM). Due to a recent restructure, this new classification will oversee the Transportation and Parking and Messenger Units, manage the day-to-day logistics of various countywide transportation programs, and report to the Logistics Services Manager, GSA (JC #0184SM). Staff met and conferred and received agreement on the salary recommendation with the Alameda County Management Employees Association (ACMEA) General Government Unit. In addition, staff recommends amending the Article 3, Section 3-11, subsection 3-11.9 of the Salary Ordinance to include salary administration criteria for this one (1) new classification, effective August 9, 2020.

Lastly, at the request of ASCO to address ongoing recruitment and retention challenges, staff recommends establishing a hiring incentive program ("Program") in ASCO, effective August 9, 2020. The Program pays in the amount of \$10,000, \$12,000 and \$15,000 for newly hired or newly promoted employees in the classifications of Deputy Sheriff Recruit (JC #8601NM), Deputy Sheriff I (JC #8602NM), or Deputy Sheriff II (JC #8604NM) respectively, and paid in equal increments based on defined criteria over a four (4) year period. The said challenges faced by ACSO has recently been exacerbated by a shrinking qualified candidate pool, changing public opinion about the law enforcement profession, and a dramatic increase in competition for qualified safety personnel from neighboring jurisdictions that offer hiring bonuses and other enhanced benefits to attract lateral officers from other agencies. In addition, ACSO management reviewed exit interviews of 23 former officers between the period of January 2019 and June 2020, who left ASCO to work for other local agencies, which further supports the need to establish said Program in order to attract, hire and retain qualified and experienced officers in ASCO. This Program is consistent with the previous analysis and recommendations made by the staffing expert, which have been approved by your Board.

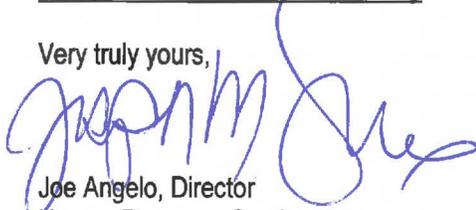
FINANCING:

Funds are available in the 2020-2021 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from these actions.

VISION 2026 GOAL:

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

Very truly yours,



Joe Angelo, Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Director, GSA
Sheriff

SECOND READING - CONTINUED FROM 07/28/2020
REVISED

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2020 – 2021
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 to specify the following job codes, titles, and salaries, to be effective on August 9, 2020:

Job Code		Title	Unit Code	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status
0236	SM	Transportation and Parking Manager	R15	2871.20				3848.00	X
2218	SM	Capital Programs Manager	U15	5,389.60				6878.40	X
8526	SM	Supervising Criminalist	029	4571.20	4801.60	5041.60	5293.60	5558.40	X
8603	N	Deputy Sheriff – SAN	U13	3289.60	3454.40	3627.20	3808.80	3999.20	N

SECTION II

Article 3, Section 3-11, Subsection 3-11.9 of the County of Alameda Salary Ordinance is hereby amended as follows:

3-11.9 - Persons occupying positions under Job Codes 0176PA, 0178SM, 0185SM, 0193EM, 0236SM, 0421SM, 0451SM, 2218SM, 2219SM, 7425SM, 9445SM, 9689M, 9690SM, 9691PA, 9692SM, 9693PA, 9695MA, 9698PA, 9699SM, or 9702SM may be compensated at any biweekly amount in the salary range for that class as determined by the Director, General Services Agency.

SECTION III

Article 3, Section 3-15, Subsection 3-15.54 of the County of Alameda Salary Ordinance is hereby added, to be effective on August 9, 2020.

3-15.54 – Persons newly hired or newly promoted into Job Codes 8601NM, 8602NM, or 8604NM shall receive a hiring incentive to be paid in equal increments over a four (4) year period as follows:

Deputy Sheriff Recruit (JC #8601NM) - \$10,000

- \$2,500 upon graduation from Basic Academy.
- \$2,500 after successfully completing the 18-month probationary period.
- \$2,500 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.

- \$2,500 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff I (JC #8602NM) - \$12,000

- \$3,000 first pay period after hire.
- \$3,000 after successfully completing the 18-month probationary period.
- \$3,000 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,000 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

Deputy Sheriff II (JC #8604NM) - \$15,000

- \$3,750 first pay period after hire.
- \$3,750 after successfully completing the 12-month probationary period.
- \$3,750 after three (3) years of continuous service upon receipt of satisfactory annual performance evaluation.
- \$3,750 after four (4) years of continuous service upon receipt of satisfactory annual performance evaluation.

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.

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.

Adoption of New Pay Codes for Alameda Health System



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: August 20, 2020

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Approval of One New Pay Item/Code as “Compensation Earnable” and “Pensionable Compensation” – Alameda Health System**

Alameda Health System (AHS) requested that the following new pay item/code be designated as “compensation earnable” and “pensionable compensation”:

- Discretionary Time Off (DTO) – 192
This pay item/code replaces the current Paid Time Off (PTO) effective August 9, 2020, for unrepresented employees at the director level and above, who are currently working a 40-hour workweek. Unlike the current PTO, employees will not accrue DTO time to be taken, but rather it will be used as a replacement for regular pay.

Staff reviewed the required supporting documentation (attached) and made the administrative determination that the new pay item/code qualifies as “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members). The two relevant Government Code sections are attached for the Board of Retirement’s (Board) reference.

Staff informed AHS that its administrative determination will be included on the Board’s consent calendar for approval at its August 20, 2020 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination that the pay item/code is “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members).

Attachments

REQUEST FOR ACERA APPROVAL OF NEW PAY CODE

Employer Name: Alameda Health System Date: 07/09/20

Contact Person/Employer (include title/position): **Cynthia Enriquez, Retirement Plans Administrator**

Contact Person Telephone: **(510) 618-2141** Email: **cyenriquez@alamedahealthsystem.org**

Pay Item Name (and code number):

Pay Code# 192 – DTO – Discretionary Time Off to be used beginning 08/09/20

The following information is required before ACERA can review and respond to your request. Please provide substantive responses on separate paper and return with this form 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).

Unrepresented employees – Director level and above

2. State employment status of employees eligible to receive the pay item (i.e., full time employees, part time employees) **Full Time or Part Time**
3. State the number of members or employees who are eligible to receive the pay item (i.e., all members or employers in a job classification eligible to receive the pay item, or “not to exceed one employee”) **Currently 91 employees involved**
4. State whether pay item is for overtime or regular base pay. **Will be paid at regular base rate.**
5. State whether pay item is calculated as a fixed amount or percentage of the base pay.
Fixed amount
6. State whether the pay item is paid one time (i.e., incentive pay, referral pay, bonus, award).
This is not a one time payment, it will replace PTO for this group of employees.
7. State whether the pay item is an ad hoc payment (i.e., stipend, payment for attending a meeting during working hours, payment for attending a meeting during non working hours). **This is not an adhoc payment. It will replace current PTO for this group of employees.**

8. State whether the pay item is a reimbursement (i.e., car allowance, housing allowance, uniform allowance, mileage payment, cell phone allowance). **This is not a reimbursement.**
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). **Employees currently working 40 hours per 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 work week, or outside of the employee's 40 hour work week). **This is not for work performed outside of regular workweek. It will be replacing PTO for this group of employees.**
11. State whether the pay item is for deferred compensation. **This is not deferred compensation.**
12. State whether the pay item is for retro payments. **This is not retro pay.**
13. State whether the pay item is for accrued unused leave (i.e., sick leave, annual leave, floating holiday, vacation, comp time). **This will replace the current PTO process for this group of employees, but will not be an accrued amount.**
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. **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). **This is not severance.**
16. State whether the pay item is paid in one lump sum or bi-weekly (or over some other time period-monthly, quarterly, annually). **This is not a lump sum payment.**
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). **This pay is replacing the PTO pay for this group of employees.**

TO: Employees Included in new Discretionary Time Off Policy

FROM: Tony Redmond, Chief Human Resource Officer

DATE: June 29, 2020

SUBJECT: Transition from PTO to Discretionary Time Off

As many of you aware, AHS Board and leadership have been discussing a transition for some employees from our Paid Time Off plan (PTO) to Discretionary Time Off (DTO) plan. This transition is intended to calibrate and balance three related goals for the impacted employees:

- 1) Employees are able to effectively perform their duties, including oversight and management of the various parts of the organization
- 2) Employees take sufficient time off from work to recharge; and
- 3) AHS is a good custodian of resources, devoting as much as we can to patient care.

The transition will allow employees to plan time off as they do today within our operational capacity and to be paid during their time off. What will change is that the pay for this time off is not based upon time that is accrued but on your need for time off and AHS's ability to continue operations in your absence.

What this will mean for you is that existing accrued PTO is yours to keep and use in either of the following manners:

- Cash out- You may cash out your accrued PTO either in a single lump sum or in several payments using the existing PTO Cash Out tool on the payroll intranet page. The windows when this can occur will be shared in a communication on July 2nd.
- Leave in your PTO Bank - You can elect to leave your accrued PTO with the organization. You will not be required to use it when you take leave beginning August 9th, 2020. This will be available to you at its cash value should you leave AHS at a future date.

The objective is a plan that provides sufficient time off for employees with pay and we believe the design of this program achieves that objective. While this is a change it is not unique to AHS and many companies are moving in this direction to realign their time off policies with the intention of supporting employees time away from work with pay and not in accruing a bank of time which becomes a significant liability for the company.

A communication on July 2nd will include the policy, FAQs and schedule for meetings when we can answer questions on the policy and process. You will also receive a hard copy to your home address.

----- Original message -----

From: "Redmond, Tony" <redmond@alamedahealthsystem.org>

Date: 8/7/20 4:51 PM (GMT-08:00)

To:

Subject: Memo from Tony Redmond, CHRO | DTO Policy



TO: AHS Leaders

FROM: Tony Redmond, Chief Human Resource Officer

DATE: August 7, 2020

SUBJECT: DTO Policy

This is a reminder that the effective date for the new DTO plan has arrived. Beginning Monday, August 10th you will be using DTO as a replacement for the current PTO process.

Thank you for attending the DTO Implementation meetings and for your patience while we worked through your questions.

The FAQ's have been updated to include your questions and a revision was made to the DTO Policy based on your feedback.

The objective of the DTO plan is to provide sufficient time off for employees with pay and to reduce a significant amount of liability for the company.

Going forward time off will be based on your need for time off and AHS's ability to continue operations in your absence. As you take time off you will need to code this time in Kronos using the new pay code, DTO.

Your existing accrued PTO hours are yours to keep and use in either of the following manners:

- Cash out - You may cash out your accrued PTO either in a single lump sum or in several increments using the existing PTO Cash Out tool on the payroll intranet page. There are no guidelines regarding the amount you can cash out. The PTO will be cashed out at your rate at the time you request the cash out.
- Retain your PTO Bank – You may choose not to cash out your PTO and it will remain frozen on the books. As of August 9th, 2020 you will not use PTO when you take time off.

In addition, you will be able to use the Extended Sick Leave Plan for any absences due to illness. Each anniversary year you will receive 4 days of ESL to be used towards illness.

Changes to your PTO accrual balance will be reflected in My Passport after the paycheck dated 08/21/20 has been processed.

If you have any questions, please contact the HR Service Center at hrservicecenter.org.

Alameda Health System

HR: SECTION 2.00 -POLICY 2.21 PAID DISCRETIONARY TIME OFF

<i>Department</i>	Human Resources	<i>Effective Date</i>	8/2020
<i>Campus</i>	AHS System	<i>Date Revised</i>	8/2020
<i>Unit</i>	Human Resources	<i>Next Scheduled Review</i>	6/2023
<i>Manual</i>	Human Resources	<i>Author</i>	Chief Human Resources officer
<i>Replaces the following Policies:</i>		<i>Responsible Person</i>	Chief Human Resource Officer

Printed copies are for reference only. Please refer to electronic copy for the latest version.

PURPOSE

To provide policy and practices for the administration of Paid Discretionary Time Off for certain categories of unrepresented employees.

POLICY

Effective August 9th, 2020 Alameda Health System (AHS) provides certain categories of employees with paid discretionary time off from work ("DTO") as provided in this policy. DTO generally may be taken for vacation or other personal, non-medical time away from work. DTO is distinguished from sick leave, medical leave, pregnancy disability leave, and/or family leave.

AHS provides DTO to all Director level and above employees and certain other defined classifications of exempt employees, 90 days after their date of hire. DTO is not accrued or specifically limited and must be recorded for record keeping purposes.

An employee must give his/her supervisor at least two weeks' notice in for DTO request. The scheduling of DTO is based on AHS's operational needs and the requests for vacation and leave of absence of other employees. All requests must be approved, in writing, in advance by an employee's supervisor, whenever possible.

AHS does not guarantee a specific amount of DTO. While an employee is on DTO, it is their responsibility to ensure that his/her work is covered. Depending on an employee's position, they may be asked to check email, remain on-call, and may be requested to be available to work remotely if urgent needs arise. This does not extend to statutory leaves of absence where employees are not expected to perform any work during the absence, including but not limited to, leaves under the Family Medical Leave Act, the Americans with Disabilities Act, the California Pregnancy Disability Act, and the California Fair Employment and Housing Act.

Because DTO does not accrue, employees are not entitled to any payout of DTO upon separation from employment.

Services-As-Needed employees are excluded from the provisions of this policy.

1. Paid Sick Leave and Extended Sick Leave Combined. All employees covered by this DTO policy separately accrue paid sick leave and extended sick leave combined at the rate of 32 hours or four regularly scheduled workdays in a calendar year, to be received in a lump sum at the start of employment and subsequent anniversary dates. Employees may begin taking paid sick leave after 90 calendar days of employment.

Paid sick leave may be used for all paid sick leave purposes detailed in state and local laws including but not limited to: illness or injury; diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; aid or care for a family member or designated person when those persons are ill, injured or receiving medical care, treatment or diagnosis; or for an employee who is a victim of domestic violence, sexual assault, or stalking.

For the purposes of this policy, family members include biological, adopted, or foster children, stepchildren, legal wards, or a child to whom the employee stands in loco parentis, biological, adoptive, or foster parents, stepparents, or legal guardians of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse, registered domestic partner, grandparents, grandchildren, and siblings. Employees with no spouse or registered domestic partner may designate one person whom they may use paid sick leave to provide aid or care.

If the need for sick leave is foreseeable, employees must provide advance notice. If the need for sick leave is unforeseeable, AHS should be notified as soon as possible.

Paid sick leave must be used in minimum increments of two hours. When paid sick leave is used, it will be paid at the employee's regular rate of pay. Accrued, unused paid sick leave will not be compensated at the end of employment.

2. Protected Leaves. AHS provides up to 12 weeks of paid leave taken under any federal, state, or local law which otherwise provides employees with unpaid protected job leave.
 - a. Family Care and Medical Leave. AHS provides family care and medical leave for up to 12 weeks per year in accordance with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). AHS provides up to 12 weeks of paid leave taken under the FMLA, under the condition that employees must integrate any California State Disability Insurance (SDI) or Paid Family Leave (PFL) partial wage replacement benefits for which they are eligible. Employees are responsible for applying for these benefits. Definitions and coverage information under the FMLA are set forth in a separate AHS policy.
 - b. Pregnancy-Related Disability Leave. Pregnancy-related disability leave (PDL) refers to a period when an employee takes time off work because they are disabled by pregnancy, child birth, or other related medical conditions. AHS provides up to 12 weeks of paid leave taken under the PDL, under the condition that employees must integrate any California State Disability Insurance (SDI) partial wage replacement benefits for which they are eligible. Employees are responsible for applying for these benefits. Definitions and coverage information under the PDL are set forth in a separate AHS policy.
 - c. Leaves will be considered to run concurrently not consecutively and so the maximum paid leave will not exceed 12 weeks.
3. Miscellaneous.
 - a. AHS employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their Extended Sick Leave bank of unused extended sick leave accrued as of the date of their retirement, up to a maximum credit of 62.5 days.
 - b. This DTO policy shall be applied in a manner consistent with applicable federal, state, and local law.

Approvals

Departmental	Date: 6/2020
---------------------	---------------------

Discretionary Time Off Frequently Asked Questions

AHS is replacing the existing Paid Time Off (PTO) for Director level and above employees and certain other classifications with Discretionary Time Off (DTO). This new plan is intended to allow time to be taken away from work by the employees covered under the plan and continue to be paid on those days.

Why Are we making the Change?

Time Off is a benefit intended to allow employees to have time away from work to spend with family, friends and others to recharge and allow a balanced life. The new DTO plan allows this to occur in that time off will be requested and approved in the same way as it is today.

The current PTO plan required AHS to accrue hours and maintain this as a liability on the balance sheet of the company and the new plan does not require this as we will pay employees for the time they take off under the plan but do not need to accrue separate liability for this plan.

It is our hope and belief that employees will continue to take time off and be able to recharge which is the purpose of this benefit.

What happens to my accrued PTO?

The time you have accrued as a cash equivalent is yours and while you will no longer use this to take time off from August 9th, 2020 you can cash this out as you have been able to do in a limited way in the past. You can cash this out using the same form that is included on the payroll web page, but it is no longer limited to half your annual accrual, you can cash this out in any increments. Should you choose not to cash out your balance it will remain until your employment with AHS ends and it will then be paid out in full. There will be no new accruals so balances will simply decline as you cash out the PTO balances.

What about medical leave

AHS wants all employees regardless of level to be supported through difficult times and while on an authorized leave of absence you will be paid your regular rate for a period of up to 12 weeks.

State or Federal protected leave laws require employers to provide employees unpaid leaves and job protection for a qualifying period of up to 12 weeks. AHS will provide employees in the DTO plan a maximum of 12 weeks of paid time off in a rolling calendar for an authorized leave of absence. In the event that any leave qualifies for State disability (SDI), employees are expected to apply for SDI. AHS will integrate your pay with SDI to ensure you are whole and that you do not exceed 100% of your gross pay. Where more than one leave protection may apply; such as FMLA and Pregnancy Related Disability or

leave under AHS policy the period covered will run concurrently. Employee's in the DTO plan will receive regular pay not to exceed 12 weeks in a rolling calendar year. If your leave is approved to extend past 12 weeks you will be required to use your ESL/Sick bank before moving to Leave without Pay.

How do I request Time Off now?

You request time off in the same way you have in the past by confirming with your manager that your work is covered in your absence and then you document in Kronos that you are using DTO. Your manager will approve as they have in the past. Kronos will allow us to track how much DTO is being approved but does not accrue any balances.

If I have an employee who is eligible for DTO how do I manage their time?

This change has been made at a senior level within the organization with employees who have some control over their work. It is expected that they plan absences with you, their leader. They request DTO the same way they requested PTO and if you can accommodate then you should. The purpose is not to reduce or increase the amount of time off employees take. You should not assume they should get more, less or the same time off as they received in a previous year as it would expect to fluctuate just as the use of PTO did.

What if an employee requests FMLA or other protected Leave?

This leave is processed as it is today creating the employment protection which is what FMLA provides. If they qualify for California State Disability Insurance (SDI) or Paid Family Leave (PFL) partial wage replacement benefits they must apply, and it will be integrated, and AHS covers the remainder up to full pay. Those covered by the plan are eligible for up to 12 weeks of payment. Leaves will be considered to run concurrently not consecutively and so the maximum paid leave will not exceed 12 weeks.

Why is this only for a small group of employees

This change is being made at a senior level predominantly Directors and above within the organization. At this level there is considerable control over work although this is not absolute as everyone needs to deal with situations as they arise. We believe this group is both able to adapt to managing time off in this way and be a model for potential expansion. If this works well then it may be expanded to others within the organization.

What if I feel my manager is changing the way they approve time off?

If this happens you should initially discuss with your manager, all new programs have hiccups and it may just be a matter of adapting this new approach. If you feel that this is not the case, you can discuss with your HRBP who will investigate and try and help you resolve the issue.

What if my time off request is rejected?

Even though we have been using PTO policy, time off has always been subject to approval based on the operational needs of the organization and PTO requests are rejected today if it cannot be accommodated. This will be the same under DTO and should not change the assessment as to whether the time off can be accommodated.

What if I am sick?

There are provisions in the policy for Sick/Extended Sick leave, which have been combined, if you have medical issues that do not meet the requirements for FMLA, CFRA or PDL.

What happens to any Existing ESL?

These hours will be transitioned into the Sick and Extended Sick combined bank of time to be used when you have an illness or medical need.

Why do you mention being contacted by Phone when on DTO?

There is a clear distinction between protected leaves such as FMLA and DTO. We do not expect there to be a difference between how we treated time off when on PTO from how we will treat DTO. From time to time in emergencies someone may be contacted as they may have been under PTO but is not an expectation to be constantly available.

What happens if I exhaust FMLA or similar leave with pay?

Under the existing PTO practice employment is protected under FMLA and the payment the employee received is from PTO. Under DTO they will receive up to 12 weeks of pay if they qualify for FMLA or similar leave. Once this protection and pay is exhausted the employee is required to return to work as they are today. To continue in a paid status an employee would use Extended Sick Leave (ESL).

Will PTO that is cashed out be taxed at a higher tax bracket?

The tax withholdings are based on a bi-weekly pay frequency and on the W4 exemptions you have on file at the time of the request.

Please follow up with payroll at time of your request with tax related questions.

When we cash out will the value be at our current rate (today) or will it be based on the rate at the time of cashing out request?

The cash value will be based on your rate at the time of the cash out.

Will deductions be taken for retirement from the PTO Cash out payment (403b, 457b)?

Yes, ACERA will be deducted. However, 403b and 457b will not be deducted.

What happens to my PTO bank if I take a lower level position?

The PTO bank will remain frozen. Once in the new position PTO will begin to accrue starting at zero.

What form do I used to request a cash out?

The current "PTO-Vacation Sell Form" can be found on the intranet.

Path: Divisions/Payroll/Payroll Forms and Links/"PTO-Vacation-Sell-Form" <http://ahs-connects/wp-content/uploads/2015/03/PTO-Vacation-Sell-Form-2.pdf>

What if I have additional Questions?

Please share additional questions with your HRBP, they will be collating all questions and we will develop responses to any question you have so that we can share it with you and others.

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: August 20, 2020

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Approval of Two Pay Items/Codes as “Compensation Earnable” and “Pensionable Compensation” – Alameda Health System**

During an annual audit of pay items/codes, the below pay items/codes were found to have never been reviewed by ACERA. Alameda Health System (AHS) requested that the following pay items/codes be designated as “compensation earnable” and “pensionable compensation”:

- Psychiatrists Night 25% – 26O
Effective December 1, 2018, any psychiatrist covered under the Union of American Physicians and Dentists (UAPD) memorandum of understanding who works the night shift, midnight to 7:00 am, receives a 25% increase to the hourly rate for hours worked during this period.
- Psychiatrists Evening 15% – 26P
Effective December 1, 2018, any psychiatrist covered under the Union of American Physicians and Dentists (UAPD) memorandum of understanding who works the evening shift, 4:00 pm to midnight, receives a 15% increase to the hourly rate for hours worked during this period.

Staff reviewed the required supporting documentation (attached) and made the administrative determination that the pay items/codes qualify as “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members). The two relevant Government Code sections are attached for the Board of Retirement’s (Board) reference.

Staff informed AHS that its administrative determination will be included on the Board’s consent calendar for approval at its August 20, 2020 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination that the pay items/codes are “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members).

Attachments

REQUEST FOR ACERA APPROVAL OF NEW PAY CODE

Employer Name: ALAMEDA HEALTH SYSTEM Date: 07-27-20

Contact Person/Employer (include title/position): **Cynthia Enriquez, Retirement Plans Administrator**

Contact Person Telephone: **(510) 618-2141** Email: **cyenriquez@alamedahealthsystem.org**

Pay Item Name (and code number): **260: PSYC NIGHT 25%: 25 % Night Differential for Psychiatrists. (See Section 20 of UAPD MOU).**

The following information is required before ACERA can review and respond to your request. Please provide substantive responses on separate paper and return with this form 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).

All UAPD Psychiatrists part / full time and SANs.

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

All UAPD Psychiatrists part / full time and SANs.

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

All UAPD Psychiatrists part / full time and SANs.

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

Night Pay differential (midnight to 7 a.m.)

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

Percentage

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

Each time a UAPD Psychiatrist works midnight to 7 a.m.

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

No

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

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).

All UAPD Psychiatrists part / full time and SANs.

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 work week, or outside of the employee's 40 hour work week).

Each time a UAPD Psychiatrist works midnight to 7 a.m.

11. State whether the pay item is for deferred compensation.

No

12. State whether the pay item is for retro payments.

No

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

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.

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).

No

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

Each biweekly pay date that a UAPD Psychiatrist works midnight to 7 a.m.

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).

Approved by manager.

REVISED REQUEST FOR ACERA APPROVAL OF NEW PAY CODE: 26P

Employer Name: ALAMEDA HEALTH SYSTEM Date: 6-16-2020

Contact Person/Employer (include title/position): **Cynthia Enriquez, Retirement Plans Administrator**

Contact Person Telephone: **(510) 618-2141** Email: **cyenriquez@alamedahealthsystem.org**

Pay Item Name (and code number): **26P: PSYC EVENING 15%**

- use to pay the 15% evening differentials for **ALL UAPD Psychiatrists**
- This is in the UAPD MOU on page 23

The following information is required before ACERA can review and respond to your request. Please provide substantive responses on separate paper and return with this form 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).
ALL UAPD Psychiatrists
2. State employment status of employees eligible to receive the pay item (i.e., full time employees, part time employees)
ALL UAPD Psychiatrists
3. State the number of members or employees who are eligible to receive the pay item (i.e., all members or employers in a job classification eligible to receive the pay item, or “not to exceed one employee”)
ALL UAPD Psychiatrists
4. State whether pay item is for overtime or regular base pay.
paid whenever any UAPD Psychiatrist works the evening shift
5. State whether pay item is calculated as a fixed amount or percentage of the base pay.
15% evening differentials for ALL UAPD Psychiatrists
6. State whether the pay item is paid one time (i.e., incentive pay, referral pay, bonus, award).
paid whenever any UAPD Psychiatrist works the evening shift
7. State whether the pay item is an ad hoc payment (i.e., stipend, payment for attending a meeting during working hours, payment for attending a meeting during non working hours).
NO

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

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).

ALL UAPD Psychiatrists

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 work week, or outside of the employee's 40 hour work week).

paid whenever any UAPD Psychiatrist works the evening shift

11. State whether the pay item is for deferred compensation.

NO

12. State whether the pay item is for retro payments.

NO

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

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.

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).

NO

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

17.

NO

18. 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).

NO

MEMORANDUM OF UNDERSTANDING



between the

UAPD

**UNION OF AMERICAN
PHYSICIANS AND DENTISTS**



and the

Alameda Health System

covering

Units 18 and 24

effective

June 28, 2017 through June 30, 2021

UAPD Sacramento Headquarters

520 Capitol Mall, Suite 220, Sacramento, CA 95814

Phone 1-800-585-6977 • Fax 916-446-3827 • Email uapd@uapd.com

MEMORANDUM OF UNDERSTANDING FROM 2017 TO 2021
BETWEEN
ALAMEDA HEALTH SYSTEM
AND THE UNION OF AMERICAN PHYSICIANS AND DENTISTS, UNIT 18, UNIT 24

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**MEMORANDUM OF UNDERSTANDING
BETWEEN ALAMEDA HEALTH SYSTEM
AND
UNION OF AMERICAN PHYSICIANS AND DENTISTS
UNIT 18, UNIT 24**

This MEMORANDUM OF UNDERSTANDING is entered into by Alameda Health Services, hereinafter named as "AHS," and the Union of American Physicians and Dentists hereinafter named as "Union," as a recommendation to the Board of Trustees of Alameda Health System of those conditions of employment to be in effect during the period of **June 28th, 2017** through **June 30th, 2021** for those employees working in the representation units referred to and further described in Section 1 of this Memorandum.

SECTION 1. RECOGNITION

- A.** AHS recognizes the Union as the exclusive bargaining representative for the classifications listed in Appendix A and in the following bargaining units:
1. All **full-time** employees in classifications included in Bargaining Unit XVIII, as specifically enumerated in the appendix attached hereto;
 2. All **part-time** employees in classifications included in Bargaining Units XVIII, as referenced above, who are regularly scheduled to work two-fifths or more time per pay period provided that after September 16, 2001, new employees who are regularly scheduled to work less than two-fifths per pay period shall be covered by this MOU; and,
 3. All **services-as-needed** employees in classifications included in Bargaining Unit XXIV, as specifically enumerated in the appendix attached hereto, who are regularly scheduled to work two-fifths time or more per pay period provided that after September 16, 2001, new employees who are regularly scheduled to work less than two-fifths per pay period shall be covered by this MOU.
- B. EXCLUSION OF EMPLOYEES.** The recognition provisions set forth in this Section shall not apply to persons occupying positions designated as management, supervisory or confidential.

SECTION 2. NO DISCRIMINATION

- A. DISCRIMINATION PROHIBITED.** No employee or applicant for employment shall be discriminated against by AHS or the Union on any basis prohibited by federal, state or local law.
- B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Consistent with the law, neither AHS 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.
- C. GRIEVABILITY.** Claims of discrimination in violation of this section shall be grievable under Section 45.

SECTION 3. AHS DEPARTMENT HEAD

“Department Head,” as used herein, shall mean the Chief Executive Officer, or the designee of the Chief Executive Officer.

SECTION 4. UNION SECURITY

- A. Notice. AHS shall give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit and the fact that the Union is the exclusive bargaining representative for the employees’ unit and classification.
- B. New Employee Orientation. The Union shall be provided with an opportunity to address its members at the conclusion of the New Employee Orientation. AHS will provide the Union with dates and times of all New Employee Orientations.
- C. Union Dues and Payroll Deductions.
 - 1. AHS shall deduct premiums for approved insurance programs from employees’ pay in conformity with applicable federal, state, and AHS regulations.
 - 2. UAPD and AHS shall abide by Federal and State laws in the collection of union dues, fees, or charitable contributions.
 - 3. UAPD shall establish and certify to AHS in writing the monthly amount it requires for union members’ dues and initiation fees. AHS agrees to deduct from the pay of represented employees the amount of dues UAPD has certified in writing.
 - 4. Dues deduction shall be effective no later than the pay period following AHS’s receipt of legally permissible authorization.
 - 5. AHS shall remit to UAPD, through electronic funds transfer (EFT), no later than 30 (thirty) calendar days after the deductions from the employees’ earning occurs, the amount representing the dues deduction made.
 - 6. Simultaneous with each remittance, AHS shall provide a report to AHS containing the following information: AHS unit members for whom dues deductions were made and the amounts withheld.
 - 7. AHS shall process a legally permissible cessation of dues deductions no later than the pay period following AHS’s receipt of written notice.
 - 8. The employee’s earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.

- D. Indemnification. The Unions shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the dues deduction provisions herein. In no event shall AHS be required to pay from its own funds, Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- E. Employee Data. Beginning no later than February 1, 2019 and on a weekly basis thereafter, AHS shall provide UAPD with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work and Personal Email Address (to the extent known), Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

SECTION 5. UNION RIGHTS

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Department Heads for use by employees and Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as 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 AHS or its relations with AHS employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- B. **USE OF AHS FACILITIES.** AHS facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.
- C. **JOB CONTACTS.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in AHS facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Department Head who shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact in the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall make other arrangements for a contact location removed from the work area during the same work day or the following work day.
- D. **MEETINGS.** Meetings of a representative of a recognized employee organization and a group of covered employees shall not be permitted during working hours, except as provided in Section 45. hereof. The Department Head may, upon timely application, allow meetings of a representative of a recognized employee organization and a group of employees during the lunch period in AHS facilities and at convenient dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.
- E. **DEPARTMENTAL MEETINGS.** Unless otherwise agreed, Union representatives shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities.

As used herein, department meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Section 45, Grievance Procedure.

- F. **ACCESS TO EMPLOYEE PERSONNEL FILE.** An employee shall be permitted to review his/her own personnel file. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by that employee. The employee or the Union 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 file. AHS shall provide one copy of the record

without charge. AHS may verify any written authorization. The Union's access to employee file shall be for good cause only. Third party reference material shall not be made available.

- G. **DATA TO UNION.** AHS shall, pursuant to AB119, upon request, supply the Union with data processing runs of new and existing names, home and office addresses and classifications of all employees in represented units. Such service shall be supplied at no more than cost to AHS.

SECTION 6. SHOP STEWARDS

- A. **PURPOSE.** AHS recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

- B. **ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. Just as the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, AHS or department policy or Memorandum of Understanding.

- C. **SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Department Head shall be advised in writing of the steward being replaced and the steward named to take his/her place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each department concerned.

- D. **DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

1. After obtaining supervisory permission, shop stewards will be permitted to leave their normal work area during on-duty time not to exceed four hours per week in order to assist in investigation of facts and assist in presentation of a grievance.
2. To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the nature of his/her investigation of the facts and the general nature of the grievance. The shop 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 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 level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor within five (5) days from the date the shop steward was denied permission.

- E. **CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If management reassigns a shop steward, which will leave his/her present shift or work location without a steward, the Union shall have the right to appoint a

replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one steward will be allowed time off from work upon one occasion to investigate the grievance.

- F. CONDUCT OF MEETINGS.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.
- G. LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

SECTION 7. MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with AHS.
- B. The rights of AHS shall include, but not be limited to, the right to determine the mission of its departments, commissions and boards; to set standards of service, to maintain the efficiency of AHS operations; to determine the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which AHS operations are to be conducted; to take all necessary action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and technology of performing its work. The System has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- C. This Agreement is not intended to, nor may be construed to, contravene any federal or state law including, but not limited to, the Meyers-Milias-Brown Act.

SECTION 8. LEAVES OF ABSENCE

- A. LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave, but shall not be longer than nine months, except as hereinafter provided.
- B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.
- C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to his/her supervisor a copy of his/her military orders, which specify the dates, and duration of such leave.

If such employee shall have been continuously employed by AHS for at least one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave, which may be granted during a fiscal year, is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in 8.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days, which the employee would have been scheduled to work and would have worked, but for the military leave.

3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.

D. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT. An AHS employee, who is assigned to a special project, including temporary appointments to another governmental agency or institution, may be granted a leave of absence without pay by the Department Head for the duration of said employee's assignment to the special project.

E. PERSONAL DISABILITY LEAVE. After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two periods aggregating to no more than 90 calendar days within a 12-month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensating time off, unless the employee is receiving accrued vacation, paid sick leave or compensating time off as a supplement to disability insurance benefits under Section 27 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Department Head.

The Department Head may require acceptable proof of the employee's ability to return to work provided that the Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof.

F. MATERNITY LEAVE. A pregnant employee is entitled to a maternity leave of up to six months, the dates of which are to be mutually agreed by the employee and Department Head, provided that the employee is required to take maternity leave two weeks prior to the estimated date of delivery and continuing for two weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the Department Head, for the employee to work during such period. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity 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 been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to sick leave with pay accumulated pursuant to Section 11. B of this Memorandum of Understanding.

G. PATERNITY AND ADOPTIVE LEAVE. A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six consecutive months, the dates of which are to be mutually agreed by the employee and the Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive 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 paternity/adoptive leave. The use of sick leave during paternity/adoptive leave shall be permitted to fathers or adoptive parents provided in Section 11.

- H. LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Department Head, one employee at any one time who is subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six months in a 12-month period to work for UAPD. At the end of such leave the employee shall be returned to his/her same classification and Department.
- I. RETURN TO DUTY.** Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) days shall be returned to the position he/she occupied at the time he/she went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a specialization within a classification, to the same specialization. Questions as to whether or not AHS has used best efforts shall not be grievable.
- J. LEAVE OF ABSENCE FOR MEDICAL REASONS**
1. SAN Employees provided sick time in accordance with California State law and applicable AHS leave policies. Under current California law, such employees are entitled to three (3) days of sick leave per year.
 2. As a condition of granting a leave of absence in excess of three (3) working days, AHS may require medical evidence that the employee is unable to work.
- K. PAID FAMILY LEAVE.** Effective July 1st, 2004, employees are entitled to take Paid Family Leave pursuant to State law. Paid Family Leave runs concurrent with Family Medical Leave and California Family Rights Leave. Eligible employees must utilize one (1) week of available paid vacation leave prior to utilizing Paid Family Leave. Paid Family Leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.

SECTION 9. HOLIDAYS

Subsections A-H apply only to Unit 18 employees.

- A. HOLIDAYS DEFINED.** Paid holidays shall be:

January 1st – New Year’s Day
 Third Monday in January – Dr. Martin Luther King, Jr.’s Birthday
 Third Monday in February – Presidents’ Day
 Last Monday in May – Memorial Day
 July 4th – Independence Day
 First Monday in September – Labor Day
 November 11th – Veterans’ Day
 Fourth Thursday in November – Thanksgiving
 Fourth Friday in November – Day after Thanksgiving
 December 25th – 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 a majority of the voting members of the Board of Trustees.

Two floating holidays are to be scheduled by mutual agreement of the employee and his/her Department Head and taken within the fiscal year. When a written request for a floating holiday is submitted, the Department Head shall respond in writing within 14 calendar days or shall schedule the floating holidays as requested by the employee. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year.

Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

- B. VALUE OF A HOLIDAY.** The value of a holiday which falls during a pay period is 1/10th of said scheduled pay period, excluding overtime. The maximum potential value of a holiday is 8 hours for a scheduled 80 hour pay period.
- C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subparagraph C. hereof, no employee assigned to shift work shall receive a greater or lesser number of holidays as defined in Section 9.A. in any calendar year than employees regularly assigned to work during the normal work week, regardless of how the holiday is compensated. The intent of this section is to compensate each employee for each holiday defined in Section 9.A. above, whether compensation is in cash or time off. For holiday administration purposes only, when an assigned shift overlaps two calendar days, the day worked or scheduled to be worked shall be that calendar day upon which a majority of work, excluding overtime, was performed or scheduled.
- D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1st; July 4th; November 11th, known as "Veterans' Day"; or December 25th 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. 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 a majority of the voting members of the Board of Trustees, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

Notwithstanding the observance of holidays specified in Section 9.D. herein, and including the provisions of 9.C. herein, when December 25th and January 1st appear in the calendar year on a Saturday or Sunday, and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25th and the New Year's Day holiday on January 1st.

E. HOLIDAY COMPENSATION.

1. For Full-time Employees.

- a. Holidays not worked by full-time employees shall be compensated at straight time. Holidays worked by Full-Time employees shall be compensated at straight time, in accordance with Section 18.B.

2. For Part-time Employees.

- a. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification.

Such an employee may, in writing, with a minimum of seven calendar days notice to his/her Department Head elect to use accrued vacation and/or compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

b. Less than full-time employees shall be compensated for hours worked on holidays defined herein at the normal hourly rate.

3. **In-Lieu Day Off.** When a holiday as set forth in paragraph A hereof, other than 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, and approved in writing by a majority of the voting members of the Board of Trustees, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within 26 pay periods to be scheduled by mutual agreement of the employee and AHS. Should an in lieu-day off not be taken within the 26 pay periods, the Department Head may schedule the day off or authorize compensation in cash pursuant to Section 9.E.1.a., or Section 9.E.2.a. On the holiday, should an in-lieu day off not be granted, compensation shall be paid in cash pursuant to Section 9.E.1.a. or Section 9.E.2.a.

F. ELIGIBILITY FOR HOLIDAY PAY. To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status on the employee's scheduled work day before and the employee's scheduled workday after the holiday.

G. CONFORMITY WITH STATE HOLIDAYS. In the event the Legislature shall amend Section 6700 of the Government Code to change the date of a holiday listed in paragraph A. hereof is observed, employees subject to this Memorandum of Understanding shall celebrate said holiday in conformity with the State. This paragraph shall not be applied so as to increase or decrease the number of holidays set forth in paragraph A. hereof.

H. EXEMPT WORK SITUATIONS. Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

I. HOLIDAY PAY (UNIT 24 EMPLOYEES)

Employees in Unit 24 will be compensated at one and one-half (1-1/2) times their normal hourly rate for working the following holidays:

- New Year's Day
- Third Monday in January - Dr. Martin Luther King, Jr. Birthday
- Third Monday in February – Presidents' Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Veterans Day
- Christmas Day

In lieu of premium pay for the Memorial Day holiday, an employee in Unit 24 assigned to work in an acute care setting (Psychiatric Emergency, Medical Emergency, Acute Care Clinic) shall be entitled to premium pay for the Christmas and New Year's holidays beginning at 4:00 p.m. on December 24 (Christmas Eve) to 7:00 a.m. on December 26 and beginning at 4:00 p.m. on December 31 (New Year's Eve) to 7:00 a.m. on January 2.

SECTION 10. PAID TIME OFF (UNIT 18 EMPLOYEES)

Employees in the service of AHS shall accrue Paid Time Off (PTO) as specified below. PTO 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 PTO period. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue PTO entitlement according to the following schedules, except that the PTO accrual entitlement 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.

A. PTO ACCRUAL: Each Unit 18 employee covered by this MOU and in the service of AHS shall accrue PTO according to the following schedule:

- i. From initial hire until completion of 104 (4 years) full-time pay periods— **0.962** days per pay period (**25** days per year).
- ii. From 104 (4 years) until completion of 286 (11 years) full-time pay periods— **1.154** days per pay period (**30** days per year)
- iii. From 286 pay periods (11 years) to 520 full-time pay periods (20 years)— **1.346** days per pay period (**35** days per year).
- iv. More than 520 full-time pay periods (20 years)— **1.538** days per pay period (**40** days per year).

DATE WHEN PTO CREDIT STARTS. PTO credit shall begin on the first day of employment.

USE OF PREVIOUSLY ACCRUED PTO: As of the pay period containing January 1st the PTO balance of any employee which exceeds the maximum allowable PTO balance will be adjusted downward to the maximum allowable PTO balance and AHS will thereafter have no obligation with respect to the PTO leave affected by the adjustment.

Employees shall have the primary responsibility to schedule and take sufficient PTO to reduce their accrued PTO leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination or which will avoid a downward adjustment. Department Heads shall make a reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

B. CASH PAYMENT IN LIEU OF PTO LEAVE:

i. An employee who accrues PTO leave pursuant to subsections 10.A. and who leaves AHS service for any reason shall be paid at the bi-weekly or hourly rate for each classification for unused PTO accrued to the date of his/her separation provided that such entitlement shall not exceed the employee's applicable maximum PTO balance as set forth in subsections 10.C.

ii. Employees shall have the primary responsibility to schedule and take sufficient PTO leave to reduce their accrued PTO leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Department Heads shall make reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such requests is to reduce accrued PTO leave balances to the level which can be paid for in cash upon termination.

- C. **LIMITATION ON UNUSED PTO BALANCES** Maximum PTO leave balances in any pay period, shall be no more than **one- and one-half** times the employee’s PTO accrual rate **as reflected in the second column below.**

PTO Accrual Level	Maximum Balance in a Pay Period
25 days	38 days
30 days	45 days
35 days	53 days
40 days	60 days

- D. **TRANSITION.** Effective June 24th, 2012 all vacation leave accrued by each employee will be changed to PTO subject to the caps in Section 10.C above.
- E. **PTO CAP EFFECTIVE DECEMBER 29, 2008:** Effective December 29th, 2008, employees will not be permitted to accrue PTO over the cap. Thereafter, no employee will accrue PTO after reaching the cap until such time as balances drop below the cap. The Department Head or designee shall make every reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to avoid reaching the PTO cap.
- F. **MAXIMUM PTO LEAVE:** An employee shall be allowed to take one and one-half times his/her annual PTO accrual during any calendar year, provided that he/she has accumulated sufficient unused PTO leave. An employee, with the permission of his/her Department Head, may take PTO in excess of one and one-half times his/her annual PTO accrual during any calendar year, if he/she has accumulated sufficient unused PTO leave.
- G. **EFFECT OF LEAVE WITHOUT PAY ON PTO CREDIT.** No PTO credit shall be earned during the period when an employee is absent on leave without pay.
- H. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, time during which a person is laid off because his/her services are not needed, and time during which a person is temporarily not employed by AHS, if followed by re-employment within two years, shall not be considered as an interruption of continuous service for the purpose of this section. However, the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section, provided that persons who were re-employed, after one year shall, after completing ten years of uninterrupted service following such re-employment, receive credit for all prior service in determining eligibility for vacation entitlement at the rate of 1.346 working days for each bi-weekly period.
- I. **WHEN PTO LEAVE MAY BE TAKEN.** Paid leave may be granted 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 PTO leave.
1. **PTO Seniority:** An employee’s seniority for PTO scheduling purposes shall be as defined in Section 40 and shall be unaffected by the employee’s transfer from one scheduling unit to another.

2. **For Full-Time Employees:** Except as provided in subsection 4 hereof, PTO shall be scheduled by mutual agreement of the employee and the Department Head. In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest AHS service in a classification within a PTO scheduling unit.

Subsequent PTO requests within the same calendar year shall be resolved in favor of the most senior employee who has not, by virtue of his/her senior position, previously had such a conflict resolved in his/her favor during the calendar year. In the event of PTO schedule conflict among employees, all of whom have, by virtue of their senior position, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his/her favor shall prevail. When written submission of a PTO request is required pursuant to this subsection 2, the Department Manager shall respond within 30 calendar days in writing or shall schedule the PTO requested by the employee.

- iii. **For Part-Time Employees:** Any employee scheduled to work less than the full-time work week and two-fifths or more time for the job classification may, at the discretion of the Department Head, be included in a PTO scheduling unit with full-time employees in the same job classification, and in such cases both the full-time and the less than full-time employees shall have conflicting requests resolved according to the procedure indicated herein.
- iv. **Alternative Scheduling Procedure:** In the event that PTO scheduling pursuant to subsection 2 or 3, hereof is impractical due to the size of the department PTO scheduling unit involved or other reasons, the following procedures shall apply:

J. In a month established by the Department Head, any employee may submit up to three choices of preferred PTO period for the subsequent 12 months. The Department Manager shall approve such choices on the basis of employee seniority as set forth in subsection 2. hereof. The Department Manager shall post a list of approved and scheduled PTO leaves no later than six weeks following the end of the designated month in which the PTO requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule PTO leaves by mutual agreement pursuant to subsection 2 or 3 hereof provided that such PTO scheduled by mutual agreement shall not supersede any PTO scheduled by submission. In the administration of this subsection, the Department Manager shall post seniority lists; list of the number of employees by classification allowed to be on PTO at one time or for any period; and blank calendars, or other means which shall make it possible for employees to submit their three choices and to determine which employees have applied for which vacation periods.

- i. **PTO SEGMENT:** An employee shall be allowed to divide his/her PTO leave in any calendar year into two segments. With the approval of the employee's Department Manager, which shall not be unreasonably withheld, the employee may take additional segments of PTO. These segments are to be in addition to any segments of PTO leave used as personal leave as defined in Section 10.K.

K. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular PTO allowance for personal leave. A Department Head shall not deny a request for this leave except for reasons critical to the operation of his/her department. Such personal leave shall be in segments of four hours or more.

L. **RATE OF PTO PAY.** Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such PTO period.

M. CONTINUATION OF SECTION. This Section 10. shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on June 30, 2017, as provided in Section 52, and unless otherwise agreed to by AHS, shall be incorporated into the successor Memorandum of Understanding.

SECTION 11. EMERGENCY PAID TIME OFF

Except to the extent indicated herein, this Section 11 shall apply only to Unit 18 Employees.

A. EMERGENCY PTO LEAVE DEFINED. As used in this section, "Emergency Paid Time Off" means non-pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) an unexpected emergency situation that requires an absence from work; and (iii), as defined in Section 11.1.1. below, an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the Human Resources Policy and Procedure.

1. **EMPLOYEE DEFINED.** As used in this section, "Employee" means any person holding a regular, provisional, or temporary appointment in AHS service, and otherwise subject to the provisions of this Memorandum of Understanding.

B. CUMULATIVE EXTENDED SICK LEAVE PLAN

Accumulation of Sick Leave

1. **For full-time employees – 80-hour bi-weekly pay period.** Each employee shall accumulate sick leave with pay entitlement at the rate of **0.1154** workdays for each full bi-weekly pay period on paid status up to a maximum accumulation of **135** days of unused sick leave with pay entitlement.

2. **For part-time employees – 80 hour bi-weekly pay period.** Each employee who is regularly scheduled to work less than the full-time 80 hour bi-weekly pay period shall accrue sick leave pursuant to Section 11.B.1 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 80-hour bi-weekly pay period

- I. Extended sick leave may be used only after the employee has reached his/her core FTE equivalent for the first week starting with the first day the employee is out sick. If the employee is admitted to the hospital for one day or more during that first week, that employee may use ESL from the first day the employee is out.
- II. Transition. Effective the signing of this agreement, all sick leave on the books will be credited day for day as Extended Sick Leave. If the Extended Sick Leave at that point equals more than 135 days accrued, employees may opt to convert the excess over 135 days to PTO at the rate of 5 sick days for one PTO day. This election by the employee must be made within 30 days after notice from the employer.

C. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within two years of the date of layoff, returned to AHS service from layoff status shall have the

balance of unused cumulative sick leave accrued pursuant to Section 11.B. (cumulative sick leave subsection), restored to him/her for use as provided in this Section.

- D. CONVERSION OF SICK LEAVE TO PTO:** When an employee's sick leave balance accrued pursuant to subsection 11.B. (Cumulative Sick Leave) hereof reaches **135** days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of PTO, subject to the PTO accrual limitations set forth in Section 10.C. PTO. Said PTO shall be added to PTO balances accumulated pursuant to Section 10. PTO, and shall thereafter be subject to the provision of Section 10. PTO.
- E. SICK LEAVE CREDIT AT RETIREMENT.** AHS employees who are members of the ACERA Retirement System and who retire shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.
- F. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.**

1. Limits On Duration Of Major Medical Supplemental Paid Sick Leave.

- a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - 1. 22 days for those employed on a full-time basis as of 6/25/79.
 - 2. 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full-time basis.
- b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - 1. 44 days for those employed on a full-time basis as of 6/25/79.
 - 2. 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis.

2. Criteria Which Must Be Met Before Granting Major Medical Supplemental Paid Sick Leave. A Department Head in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:

- a. the employee was eligible for the sick leave bonus in subsection F.1.a. or b. hereof,
- b. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.C. hereof, including the sick leave bonus in subsection F.1.a. or b.,
- c. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
- d. the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,

- e. the injury or illness was not incurred in the course of employment, and
- f. the employee has not incurred a break in service subsequent to June 24, 1979.

3. The Department Head's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

G. MEDICAL REPORT. The Department Head, as a condition of granting Emergency PTO for medical reasons or extended sick leave with pay, may require medical evidence of sickness or injury acceptable to the department.

H. FAMILY SICK LEAVE.

1. Emergency PTO Leave – Sickness in the Immediate Family. Leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Department Head for up to 5 days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments but not to exceed the amount of time which the person would be authorized for PTO leave in Section 10. Time taken for leave of absence under the provisions of this Subsection shall be deducted from the PTO leave allowable for such person. For the purpose of this Subsection, "immediate family" means, mother, step-mother, father, step-father, husband, wife, son, step-son, daughter, step-daughter, foster parent, foster child, mother-in-law, father-in-law, and grandparents or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and includes a domestic partner, when the employee has filed an affidavit in compliance with Appendix B.

2. Routine Medical Care for Dependent Children/Dependent Adult: An employee shall be entitled to paid sick leave accrued pursuant to Subsection B. hereof in order to accompany the employee's dependent children living in the household of the employee and a dependent adult during routine medical or dental appointments, but not to exceed an aggregate of 24 hours within any calendar year. For the purpose of this Subsection, a dependent adult is defined as any individual who meets the definition of "immediate family" as set forth in Subsection 1, above. The determination of a Department Head that a medical or dental appointment was routine rather than emergency shall not be grievable.

I. INDUSTRIAL SICK LEAVE SUPPLEMENT: If an employee is incapacitated by sickness or injury received in the course of his/her employment by AHS, such employee shall be entitled to Industrial Supplemental pay as provided herein.

1. Amount and Duration of Payment:

a. Full-time employees: Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 70% of his/her 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 one hundred eighty (180) calendar days from the date of sickness or injury resulting in the incapacity. Following the one hundred eighty (180) calendar days, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 70% of salary (the amount of sick leave necessary for this purpose is computed in each case by the Payroll Department). When cumulative sick leave has been exhausted, an employee may request in writing that other paid leave, (PTO leave, compensatory time and floating holidays), be used to supplement temporary disability payments.

b. In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted industrial supplemental leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative PTO leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 11.B. hereof, for the first three work days of such incapacity.

c. **Part-time employees:** Part-time employees will receive the Industrial Sick Leave Supplement as provided in subsection 11.I.1.a. hereof, but shall be on a prorated basis.

d. **Services as Needed employees:** SAN (Unit 24) employees will receive the Industrial Sick Leave Supplement as provided in subsection 11.I.1.a. hereof, on a prorated basis, based on the average number of hours worked by the employee in the six (6) calendar months preceding the leave, provided that the supplement shall be equal to the difference between 70% of his/her compensation, based on this average, and the amount of Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity.

2. When Payments Shall be Denied. Payments shall not be made pursuant to Section 10 to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Worker's 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 return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation.
- d. Who is retired on permanent disability and/or disability retirement pension.
- e. Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled,
- f. Whose injury or illness is the result of failure to observe AHS 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
- h. Whose injury or illness is a recurrence or reinjury 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.

3. Fringe Benefit Entitlement during Industrial Injury Leave: Unit 18 employees receiving industrial supplemental pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled bi-weekly hours immediately preceding an industrial illness or injury. Unit 24 employees receiving industrial supplemental pay who were receiving Health and Dental Benefits at the time they left on an industrial leave shall continue to receive such benefits on a prorated basis, based on the average number of hours worked by the employee in the six (6) calendar months preceding the leave.

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:

- a. Treatments are being paid under Workers' Compensation;
- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;

The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date, whichever is later, but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

J. Modified Duty Program. AHS will exercise its best efforts to provide an assignment to workers with temporary injuries who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's workers compensation doctor and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.

K. Modification to Workers Compensation System: AHS agrees to meet with the Union to investigate and evaluate the following:

1. Establishment of a Worker's Compensation Carve Out plan pursuant to SB899;
2. Establishment of an Alternate Dispute Resolution process;
3. Establishment of a comprehensive Return to Work Policy;
4. Establishment of Joint Safety Committees at all facilities; and
5. Joint development of a Safety Plan for all facilities.

AHS purposes to meet with all Unions representing employees at AHS and to develop new processes for all employees. Meeting will begin within thirty (30) days of the adoption of this Agreement by the Board of Trustees.

L. Battery Leaves. An employee who has been medically determined to be disabled and unable to work as a result of a battery committed by a patient at AHS shall be entitled to paid leave for up to the first three scheduled work days following such battery, provided the employee immediately completes the appropriate written report for Workers Compensation purposes. The paid leave contained herein shall cease upon the employee's entitlement to Workers Compensation temporary disability payments. This provision shall apply to Unit 18 and Unit 24 employees.

SECTION 12. CATASTROPHIC SICK LEAVE PROGRAM

This section applies only to Unit 18 employees.

- A.** An employee may be eligible to receive donations of paid leave to be included in the employee's extended sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work and if he/she has passed the probation period. Catastrophic illness or injury is defined as a critical condition considered terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The recipient employee, the family of recipient employee, or other person designated in writing by the recipient employee, must submit a request to the AHS Human Resources Department.
2. The recipient employee is not eligible so long as he/she has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. Medical verification, which includes diagnosis and prognosis, must be provided by recipient employee.
4. A recipient employee is eligible to receive up to 180 working days of donated time per employment.
5. Donations shall be made in full day increments for full-time employees and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable.
6. The donor employee may donate PTO, compensatory time or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's extended 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 extended sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS'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 13. EDUCATIONAL LEAVE

A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.

SECTION 14. PAID TIME OFF FOR EDUCATIONAL PURPOSES

- A. **UNIT 18 EMPLOYEES.** Employees in Unit 18, will be granted paid leave for up to sixty-four hours per fiscal year for Category One State-mandated training required to maintain their licenses, provided that AHS may substitute on an hour-for-hour basis, accredited mandated training offered by AHS on an in-service basis. Paid leave for any employee hired to work less than the full-time 80-hour biweekly pay period be based upon the hours which would have been worked during that pay period but for the leave. (Example: An employee hired to work 4/5 would be entitled to 4/5 of the 64 hours granted.)
- B. **UNIT 24 EMPLOYEES.** Employees in Unit 24 who have four or more years of paid AHS service and who have worked 50% or more each pay period in the preceding six (6) months, will be granted paid leave up to sixty-four hours per fiscal year for Category One State-mandated training required to maintain their licenses, provided that AHS may substitute on an hour-for-hour basis accredited, mandated training offered by AHS on an in-service basis. Paid leave for any employee regularly scheduled to work less than the full-time 80-hour biweekly pay period shall be based upon the hours which have been worked during that pay period but for the leave based on their actual work history for the prior 26 pay periods. (effective 6/28/2015)

SECTION 15. PTO SELLBACK

This Section shall apply only to Unit 18 employees.

Full-time and part-time employees represented by UAPD may sell back up to **twenty (20) days** annually (prorated for part-time employees).

SECTION 16. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA

- A. **COMPENSATION.** Compensation for any employee regularly scheduled to work less than the regular work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the hours which would have been worked during that pay period but for the leave to the regular full-time pay period for the job classification.
- B. **AFTERNOON/EVENING, SATURDAY/SUNDAY SCHEDULES**
 - 1. Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.
 - 2. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on his/her entire two scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule his/her next regular work day as vacation or compensatory time.

- C. **TRAVEL TIME.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court, while serving on jury duty or in answer to a subpoena as a witness.
- D. **REPORTING TO WORK IF EXCUSED.** When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half his/her regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.
- E. **STANDBY JURY DUTY.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, unless AHS can adjust an employee's work assignment to permit the employee to apply for standby duty.
- F. **WITNESSES.** Employees who are subpoenaed to be a witness on behalf of AHS in a civil or criminal trial shall receive paid release time for such service based on their regular schedule.
- G. **FEES PAYABLE TO AHS.** Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be made payable to AHS.

SECTION 17. BEREAVEMENT LEAVE

Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the Department Head for a period of up to 5 days. For purposes of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix B), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law.

Entitlement to leave of absence under this section 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 entitlement for sick leave, emergency leave, or any other leave.

Leaves are available to staff in ten (10) or twelve (12) hour shift positions on the same basis as regular eight (8) hour staff. Participating staff will be entitled to three (3) twelve hour shifts or four (4) ten hour shifts for bereavement leave as substitution for the five (5) days allowable in the current MOU.

SECTION 18. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS

Except to the extent indicated this provision shall apply to Unit 18 employees.

- A. **WORK SCHEDULE AND CHANGE OF SHIFT.** The Department Head shall prepare a schedule showing the hours each employee of AHS in his/her department is to work. Except in cases of emergency, covered employees shall be given ten (10) calendar days' notice of any change in shift schedule.
- B. **WORK DAY AND WORK WEEK.** The following shall apply:
 1. All Full and Part-Time Unit 18 Physicians, Dentists, and Psychiatrists shall be considered EXEMPT Employees under the Fair Labor Standards Act, and will therefore not be subject to daily, weekly, or per-pay-period overtime compensation under the MOU.

2. For each part-time employee, the workday and/or work week will be determined by the Department Head.
3. Notwithstanding any other language in this contract, full time employment for purposes of determining holiday compensation, PTO accrual, extended sick leave accrual, paid time off for educational purposes, and AHS health and dental contributions, shall mean 80 hours worked in a bi-weekly pay period.

The following provision shall apply to Unit 24 employees:

4. Services-As-Needed employees shall be paid for all hours worked on a straight-time, per-hour basis, except as provided for in Section 9.I HOLIDAY PAY (UNIT 24 EMPLOYEES).

C. AMBULATORY WEEKEND/EVENING ROTATION. AHS management will implement a two-step system for assigning ambulatory doctors to work evening and weekend shifts:

1. Step 1: AHS management will request that doctors volunteer to fill open evening and weekend shifts.
2. Step 2: Once AHS management has exhausted efforts to fill evening and weekend shifts on a volunteer basis, doctors will be assigned to fill open evening and weekend shifts through a Mandatory Rotation Schedule. The Mandatory Rotation will be based on inverse seniority.
3. Exceptions: employees who are already working weekends/evenings will be exempt from compulsory, additional weekend/evening assignments, respectively.
4. Meet and Confer. Currently, AHS has no immediate plans to implement additional weekend or evening clinics across the system. AHS commits to meet and confer with UAPD prior to any implementation of mandatory expanded evening or additional weekend clinics.

D. REST PERIODS. Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours duration; provided, however, rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest periods, or for procurement thereof.

E. Providers who have concerns as to their current workload and the corresponding impact said workload has upon their weekly schedule or hours of work may request a meeting with their respective on-site Supervisor or Medical Director. Upon receiving such a request, the Supervisor/Director will meet with the Provider within twenty-one (21) calendar days of the date of the Provider's request. Should the parties fail to resolve the issues addressed, the Provider may elevate the concern to the Chair of Ambulatory Care or the Hospital Administrator for John George Psychiatric Pavilion (whichever is applicable) who will, upon request to meet, meet with the Provider and Supervisor/Medical Director within twenty-one (21) calendar days of the Provider's written request to do so. The parties will endeavor to resolve the primary and secondary issues giving rise to the meeting, but it is mutually understood that neither their failure to do so, nor the hours of work or scheduling concern prompting the discussion, shall be subject to the grievance or arbitration procedure of the MOU.

F. Full and Part-Time Providers who work extra Clinics or extra shifts shall be paid on an hour-for-hour basis for each full extra clinic or shift worked. Providers who work consecutive and complete morning and afternoon clinics on any given day shall be paid eight (8) hours for such work.

G. UNIT CONVERSION

A Unit 24 SAN employee scheduled, and working, a repeating schedule of more than 20 hours per week for **eight (8) consecutive pay periods may apply to convert to regular status provided there is a budgeted and posted position available.**

This section does not apply to Unit 24 SAN employees with regular schedules of .5 FTE or greater which result from coverage of another employee’s vacation, leave of absence, or extended leave or those SAN employees covering for various shifts due to intermittent absences.

In the event the absent employee fails to return to work, the Unit 24 SAN employees providing coverage shall be given the immediate option to convert to a Unit 18 .5 FTE position prospectively upon the effective date of the absent employee’s date of separation of employment from AHS.

SECTION 19. PATIENT CARE ADMINISTRATION AND QUALITY IMPROVEMENT-AMBULATORY CARE

All full-time ambulatory employees shall have 4 hours per week of non “face-to-face” patient care time. This administratively protected time is necessary to manage all aspects of patient care needs that must be completed daily (i.e. completion of forms; medication calls; patient calls; consultation calls; etc). This administrative time shall be prorated for employees working less than full-time. At the physician’s choice, this time may also be used for:

- Committee Participation
- Process and Quality Improvement Work
- Developing and/or supporting new and existing clinical programs or educational opportunities

SECTION 20. WAGES

The following general wage increases are applicable to all providers throughout the four-year term of the MOU proposed by AHS. The proposal is applicable to benefited (FT/PT) employees and SAN employees.

June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020
2.5%	3.0%	3.0%	3.0 %

A. WAGES - Physicians

1. Wages for Physicians assigned to Ambulatory Care will be increased as follows:
 - a. Non-board-certified physicians receiving board certification pay under Section 18, will be classified as Board Certified Physicians and paid at the appropriate scale for a Board-Certified Physician. However, proof of continued certification will be required for those receiving certification pay under former Section 18.C.2 and C.3. (Unit 18 Physicians employed after November 1, 1986 and Unit 24 physicians employed after May 1, 1988)
 - b. Board Certification pay will be rolled into the base prior to the wage adjustments being implemented.

- c. Effective June 30th 2017 the hourly rates listed in Appendix A are the hiring rates for the corresponding classifications

B. WAGES- Psychiatrists

1. Part Time/Full Time Psychiatrists
 - a. Psychiatrist II: Annual Base Pay \$300,000; Hourly Rate: \$144
 - b. Psychiatrist III (PES Lead): 10% Pay Differential from Psychiatrist II
 - c. Day shift: 7am – 4pm
 - d. Evening pay differential (4pm – Midnight): 15% increase to hourly rate for hours worked during this period.
 - e. Night pay differential (Midnight – 7am): 25% increase to hourly rate for hours worked during this period.
2. *SAN Psychiatrists*
 - a. Hourly rate: \$168/hour
 - b. Day shift: 7am – 4pm
 - c. Evening pay differential (4pm – Midnight): 15% increase to hourly rate for hours worked during this period.
 - d. Night pay differential (Midnight – 7am): 25% increase to hourly rate for hours worked during this period.
3. *Effective Date*
 - a. The effective date for psychiatrist wages in this section is June 30, 2017.
 - b. The effective date for Psychiatrist pay differentials, as specified in Section 20 (B), 1 and 2, is the closest pay period to December 1, 2018.
4. *Application*: The intent is to apply the psychiatrist wages to all benefited (full-time and part-time) psychiatrists who are employed by AHS at the time the MOU is ratified.

C. LONGEVITY

1. Definition: Longevity increases are intended to reward employees' years of service to AHS. Accordingly, Longevity increases will only apply after an employee satisfies the years of service requirement defined below.
2. Application: Effective June 30, 2017, employees with a minimum of 5 years of work/paid leave time in a full or part time physician, psychiatrist, or dentist position will receive a 2.5% Longevity increase. Effective June 30, 2017, employees with a minimum of 10 years of work/paid leave time in a full or part time physician, psychiatrist, or dentist position will receive a 2.5% Longevity increase. An employee's eligibility for the Longevity increase is calculated at a maximum of 2080 worked/paid leave hours per year.
3. Time spent as a Services as Needed physician, psychiatrist, or dentist will be included in the calculation of hours worked upon conversion to a part-time or full-time position.

D. WEEKEND SHIFT

Employees assigned to work during the 48 hours from Midnight Friday to Midnight Sunday will be compensated an additional 5%.

E. PES PHYSICIANS HELD OVER: Unit 24 physicians assigned to a shift in Psychiatric Emergency Services (PES) at John George Psychiatric Pavilion, who are held over for at least one-half of a second complete consecutive shift consisting of the same or greater number of hours as the first shift, because the scheduled physician did not show or called in too late to be replaced, shall be compensated straight time for all hours worked on the second shift.

F. INCREASE IN RATES: AHS has the right at its discretion to increase the wage rates contained in Appendix A based on recruitment and retention operational needs.

G. AMBULATORY INCENTIVE PAY

1. Eligibility

Only full-time and part-time physicians providing ambulatory care are eligible for the Ambulatory Provider Incentive Bonus. In addition, all employees must be employed on the last day of the Measurement Period in order to qualify for the Ambulatory Provider Incentive Bonus.

a. Newly Hired Physicians

Newly Hired Physicians are eligible to participate in the Provider Incentive Bonus Payment after successfully completing the 6-month probationary period. The probationary period is defined in Section 39(E) of this agreement.

b. Existing Physicians

Physicians who are employed as of the date of ratification of this agreement shall be deemed "Existing Physicians" under this Incentive Bonus plan. Existing Physicians who meet the eligibility requirements of this plan are eligible to participate in the Incentive Bonus plan in the Measurement Period immediately following the ratification of the MOU.

2. Measurement Periods and Timing of Bonus Payment

The following are the Measurement Periods and payment dates for bonuses.

Measurement Period	Bonus Payment
January 1 st through April 30 th	Pay period closest to June 15 th
May 1 st through August 31 st	Pay period closest to October 15 th
September 1 st through December 31 st	Pay period closest to February 15 th

For calendar year 2021, the following Measurement Period is applicable:
January 1, 2021 through June 30, 2021. Bonus payment made in the pay period closest to August 15, 2021. The Productivity Benchmark for this Measurement Period is \$50 per visit over 1,544 encounters.

3. Recording Patient Visits

All Physicians understand that they are responsible for accurately and timely recording patient visits in NextGen. Patient visit numbers will be reconciled every Measurement Period in order to determine bonus eligibility and payment levels. At the end of each Measurement Period, management will run reports to determine the number of patient encounters documented and billed under each provider's name. Each provider is responsible for ensuring that their encounters are recorded with an appropriate CPT code in NextGen. Any encounters that are unbilled or completed after the Measurement Period will not be applied retrospectively to the Productivity Base metric in the prior Measurement Period.

4. Productivity Base

The Productivity Base is set in accordance with the median number of physician visits (per physician FTE), as reported for California FQHCs. As of the date of ratification of this agreement, the median number of physician visits is 3,089 visits for each 1.0 FTE.

In accord, the Productivity Base shall be 3,089 patient visits per year for each 1.0 FTE. The Productivity Base is prorated based on each provider's FTE level. For example, a 0.5 FTE provider must meet a Productivity Base of 1,545 patient visits per year.

The Productivity Base will be measured and paid three times per year, as detailed above in Section 20

(b.) Therefore, the "Productivity Base" equals 1,029 physician visits for each 1.0 FTE physician.

5. Incentive Bonus Amount

AHS will compensate each eligible physician at a rate of \$50 per patient visit after the Productivity Base metric is met. For example, a 1.0 FTE physician who reports 1,050 visits at the end of a Measurement Period will receive \$50 for each of the visits above the Productivity Base metric (1,029). In this example, the physician's bonus would be \$1,050.

6. Productivity Base Implementation 2019-20

Based on UAPD's feedback, AHS agrees that the following Productivity Base and bonus payments will be applicable between May 1, 2019 and Aug 31st 2019:

895 visits = \$20/visits between 896 and 966,
967 visits = \$30/visits between 967 and 1,028
1,029 visits = \$50/visits of 1,029 and over

The following Productivity benchmarks will be applicable between September 1, 2020 and December 31st 2020:

1,029 visits = \$50/visits of 1,029 and over

H. REOPENER

Upon request from the Union, no sooner than July 2019, AHS will conduct a market survey for a reopener on salaries for Ambulatory Physicians, Ambulatory SANs, and Dentists.

SECTION 21. WAGE SCALE PROGRESSION

- A. STEP PLACEMENT AND INCREASES.** Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation shall be at the rate designated under the first step. After an employee completes the equivalent of thirteen (13) biweekly payroll periods of continuous full-time service in the same classification at the first or second step, he/she shall advance to the next step. After he/she has completed the equivalent of twenty-six (26) biweekly payroll periods of continuous service in the same classification at the third or fourth step, he/she shall advance to the next step. Progression from 5 to 6 and 6 to 7.
- B. DATE OF STEP INCREASES.** The effective date of a step increase shall always be the first day of a biweekly pay period. If the employee completes the hours stated in Subsection A during the first 5 calendar days of a pay period, excluding holidays, the advancement shall be effective on the first day of that pay period; otherwise, the anniversary date shall be the first day of the succeeding biweekly pay period.
- C. APPOINTMENT ABOVE THE FIRST STEP.** Where a classification step schedule begins at step 2, 3, or 4, a newly hired employee shall be placed at the lowest step of that schedule after which further increments shall occur as set forth in Subsection A. An initial placement on the wage scale for a professional, technical or administrative classification may be made at any step, provided the request has been authorized by the AHS Human Resources Director.
- D. NO REDUCTION IN PAY.** Except as specifically provided for, there shall be no reduction in pay as a result of this MOU.
- E. TRANSFERS/PROMOTIONS.**
1. An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in reduction of pay, and thereafter shall advance in the schedule in accordance with Subsection A.
 2. An employee who transfers to a classification with a lower compensation rate shall be credited with his/her service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with Subsection A.
 3. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least 3% above the rate he/she was receiving in the lower level classification; provided, however, that if the resultant increase in compensation is less than 5 percent, the length of time required to be served in the new salary step as provided in Subsection 1 shall be reduced by one-half. Thereafter, the employee shall advance in the schedule in accordance with Subsection A.
- F. EFFECT OF ABSENCES ON WAGE INCREMENTS.** For the purposes of advancing in the step schedule the following shall not be considered absences and the employee shall be credited with the periods of time based on his/her regular schedule:
1. Absence on authorized leave with pay and absence on military leave
 2. Any absence within the first two biweekly pay periods of service which would have been compensated for had it not fallen within such period.

SECTION 22. PREMIUM CONDITIONS

- A. **SPLIT SHIFT.** Except as provided otherwise in paragraph B., below, any employee required to work a split shift shall be paid at a rate of five percent over and above his/her regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this paragraph "split shift" is defined as any daily tour of duty divided into two work periods of time and taking more than nine and one-half consecutive hours to complete. Individual employees may waive this premium payment.
- B. **BILINGUAL PAY.** Upon the recommendation of the Department Head and the approval of the Director of Human Resources, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$30 per pay period compensation.

SECTION 23. SPECIAL PERFORMANCE PAY

- A. **FOR STANDBY DUTY.** Employees who are required to perform standby duty, or who are placed on-call, shall be compensated at the rate of one-eighth pay for such duty.
- B. **FOR CALL-BACK.** An employee called back to work for any reason shall be compensated at the regular rate for such work
- C. **FOR TEMPORARY ASSIGNMENT TO A HIGHER-LEVEL POSITION.** An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:
 - 1. The full range of duties of the higher-level position has been specifically assigned in writing by the Department Head.
 - 2. Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.

Compensation for temporary assignment to a higher-level position shall be as follows:

- a. The service in such position exceeds 10 days in any 12-month period, and payment shall be retroactive to the first day of such services in a 12-month period.
- b. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than an appointment to the position, the employee is not eligible for step increases which apply to the higher-level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
- c. A Unit 18 employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
 - i. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.

ii. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, when an absence exceeds five consecutive work days, the employee shall be paid for such absence in excess of five work days at the employee's regular non-out-of-class rate.

Time worked in a higher-level assignment in excess of the work week affixed to the employee's appointed position shall be compensated pursuant to the provisions of Section 20 hereof.

- D. REPORTING PAY.** In the event that an employee is scheduled or directed to report for work and so reports and is told by the Department Head that his/her services are not required, he/she will be entitled to two hours pay at the straight time rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum of four hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.

SECTION 24. HEALTH AND DENTAL PLANS

A. HEALTH PLAN COVERAGE.

1. Health Plan Coverage for Full-Time Employees.

- a. AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to UAPD employees during open enrollment.
- b. At such time that an agreement is reached affecting 50% or more of AHS employees, to increase the co-pays for office visits or prescriptions, the co-pays referenced in this section for this bargaining unit shall likewise be increased in the same amount and at the same time.
- c. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
- d. AHS's contribution toward the provider's charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, AHS's contribution shall be as specified in 25.A.4.

2. Health Plan Coverage for Employees Regularly Scheduled to Work Less than the Regular Work Week.

Any employee who is regularly scheduled to work less than the regular work week for the job classification shall be entitled to elect coverage as provided full time employees; provided, however, that the employee is on paid status at least 50% of the regular full-time work week for the job classification.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the regular full-time biweekly schedule for the job classification, who were on the Alameda County payroll for the pay period beginning April 1, 1979, and who received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in part time service, (2) a break in health plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed AHS's contribution for coverage of full-time employees in comparable classes.

3. Health Plan Coverage for SAN employees who work more than 30 hours per week in the look back period. The coverage begins on January 1st, 2015 for the look back period of September 1st – August 31st of the previous year. The coverage will be provided for employee only under the AHS Independence Plan or the AHS Freedom of Choice Plan.

4. Employee Contribution:

Kaiser Plan	10%
Freedom of Choice	10%*
Kaiser	5%
Kaiser Low Option Plan	No Contribution
AHS Independence Plan	5%*

All payroll deductions will pre-tax.

* denotes no employee contribution during 2015.

5. Part time employees contribute according to the following scale initially based on their average hours actually worked and paid for over the course of the twelve months prior to open enrollment (September 1st through August 31st). The following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:

FTE	Employee Contribution- High Option Plans	Employee Contribution- Medium Option Plans
0.0 up to .50	Not Eligible for Plan	Not Eligible for Plan
.50	20%	10%
.60	18%	9%
.70	16%	8%
.80	14%	7%
.90	12%	6%
1.00	10%	5%

6. Duplicative Coverage. This Section applies to married AHS employees or employees with domestic partners, as defined in Appendix B, when both are employed by AHS. The intent of this Section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees or employees with a domestic partner, (as defined in Appendix B) both employed by AHS, shall be entitled to one choice from the plan offerings through Alameda County. Starting January 1, 2012, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS are not be eligible for either share the savings or double health and/or dental coverage.

7. Effect of Authorized Leave Without Pay on Health Plan Coverage. Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three 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 authorized leave by completing the appropriate enrollment cards within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be

applied as though the employee had **been** continuously enrolled. The effective date of coverage will be based on guidelines established by the providers.

Those whose health plan coverage was allowed to lapse for a duration greater than three 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.

8. Open Enrollment. Eligible employees may choose from among options available during the open enrollment period.

9. The Union will participate in a joint labor management committee with the purpose of exploring ways of enhancing, reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee will meet monthly. Other bargaining units will be invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

B. DENTAL PLANS.

1. Dental Plan Coverage for Full-Time Employees. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including a domestic partner (as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 percent of the regular full time pay period for the job classification. Eligible full-time employees may elect from any of the dental plan options provided through AHS.

2. Dental Plan Coverage for Less than Full Time Employees. The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in Paragraph 1 above. To participate, an employee must have a calculated FTE of .50 or higher in the prior benefit look back period.

3. Effect of Authorized Leave Without Pay. Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work shall retain dental plan eligibility as further provided:

a. Full-time and Part Time employees regularly scheduled to work 50% time or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten (10) pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.

Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums, and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more. Note: Coverage begins at the 10th pay period, given the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.

4. Open Enrollment. Eligible employees may choose from among the options available during the annual Open Enrollment.

SECTION 25. VISION REIMBURSEMENT PLAN

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 each twenty-four (24) month period beginning on September 1 of odd numbered years. Reimbursement will be made subject to applicable Finance Office procedures and requirements.

SECTION 26. DISABILITY INSURANCE BENEFITS

A. PARTICIPATION. AHS shall continue to participate under the State Disability Insurance (SDI) Program.

B. DISABILITY INSURANCE BENEFITS.

a. SDI premiums shall be shared equally by the Unit 18 employee and AHS and Unit 24 employees will be responsible for the full cost.

b. The Medical Center will discontinue any contribution toward the cost of State Disability Insurance when such modification is made for 50% of the Medical Center's workforce.

1. Employee Options. There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits as follows:

a. Option 1. Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensating time off, and/or floating holiday pay or

b. Option 2. Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensatory time off, and/or floating holiday pay, unless the employee provides written notice to the Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued **sick leave only with SDI benefits may not be waived by the employee or AHS.**

2. Amount of Supplement. The amount of the supplement provided in Subsection 27.B.2 hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including bilingual pay specified in Section 22 or any other provision of this Memorandum of Understanding, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

3. How a Supplement to SDI is Treated. Hours, including fractions thereof, charged against the employee's accrued sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.

4. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 20 herein.

5. **Holidays in Conjunction with SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, the holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 27. LONG TERM DISABILITY INSURANCE POLICY

A basic long-term disability insurance policy is provided by AHS at the employer's expense for benefit eligible employees only. Additional coverage may be purchased through payroll deduction. Copies of the policy are available in the Human Resources Department.

SECTION 28. LIFE INSURANCE

This Section shall apply only to Unit 18 employees.

Except for an employee who is regularly scheduled to work less than half the normal workweek for the job classification, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. Effective January 1, 2008, the amount will increase to \$25,000. AHS shall continue to pay necessary premiums for two pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65, at age 70, at age 75, at age 80, at age 85, at age 90, and at age 95. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

SECTION 29. MALPRACTICE INSURANCE

AHS will provide professional liability coverage for employees acting within the course and scope of employment with AHS, in accordance with California Government Code Sections 825, 995 and related sections.

SECTION 30. DEFERRED COMPENSATION

Alameda Health System (AHS) offers two voluntary deferred compensation plans, the AHS 403(b) Plan and the AHS 457(b) Plan (the "Plans"). The Plans provide for voluntary tax deferred employee contributions to a retirement savings account, through payroll deductions. Participants may contribute up to 100% of their eligible annual pay before taxes, up to the annual IRS limits. Participants may participate in one or both plans, based on eligibility.

Unit 18 employees are eligible to participate in the AHS 457(b) and/or the AHS 403(b) plans. Unit 24 employees are eligible to participate in the AHS 403(b) Plan.

SECTION 31. SECTION 125 PLAN

Subject to applicable provisions of the Internal Revenue Code employees may participate to the full limit of the law in the medical flexible spending account, dependent care, AHS, and the transit program. Unit 24 employees are limited to participate in the AHS and dependent care programs.

SECTION 32. DEPENDENT CARE SALARY CONTRIBUTION

Subject to the applicable provisions of the Internal Revenue Code (the "Code"), employees (units 18 and 24) may contribute up to the maximum amount allowable for dependent care under the Code each calendar year from their salaries for approved dependent care. In compliance with the Code, contributions may only be deducted from employees' salaries. AHS does not make contributions for Dependent Care.

Reimbursements are made on a monthly basis subject to submissions of itemized statements, proof of payment, adequate accumulation of the salary contributions and all applicable AHS administrative procedures.

SECTION 33. EFFECT OF MANDATED FRINGE BENEFITS

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

SECTION 34. ALLOWANCE FOR USE OF PRIVATE VEHICLES

- A. MILEAGE RATES PAYABLE.** Subject to the provisions of this Section 34, mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate," published by the IRS from time to time:
- B. MINIMUM ALLOWANCE.** An employee who is required by his/her Department Head to use his/her private automobile at least eight days in any month on AHS business shall not receive less than \$10 in that month for the use of his/her automobile.

- C. PREMIUM ALLOWANCE.** An employee who is required by his/her Department Head to use his/her private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized, by his/her Department Head to use a private automobile on AHS business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of AHS, in a sum not exceeding \$250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Department Head within 30 days of such loss, damage or theft.
- E. AUTHORIZED MILEAGE CLAIMS.** When an employee is authorized to use his/her privately-owned vehicle on AHS business, mileage may be allowed in accordance with the following provisions:
1. **Definitions**
 - a. The term "worksite," as used in this Section, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one worksite during a workweek, a specific worksite shall be designated by the Department Head as the assigned worksite for each workday.
 - b. "Commute mileage," as used in this Section, is the amount of one-way mileage between the employee's home and the employee's assigned worksite.
 2. "First point of contact," as used in this Section, means the first site where, on any given workday, the employee conducts business. If an employee has a first point of contact, which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and the assigned worksite, the difference may be claimed. If the amount of this distance is less than the commute mileage then no mileage may be claimed.
 3. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.
 4. "Last point of contact," as used in this Section means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact, which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of this distance is less than the commute mileage, then no mileage may be claimed.
 5. An employee's home may not be designated as a "first point of contact" or "last point of contact," or assigned worksite.

SECTION 35. REIMBURSEMENT FOR CERTIFICATION REQUIRED TO SUPERVISE PHYSICIAN ASSISTANTS

AHS will reimburse the cost of the California State certification fee for any employee occupying a position designated by AHS as one requiring State certification to supervise Physician Assistants. To obtain reimbursement under this section, the employee must complete appropriate reimbursement forms and provide specified documentation according to procedures established by the Chief Finance Officer.

SECTION 36. REIMBURSEMENT FOR DRUG ENFORCEMENT REGISTRATION ADMINISTRATION FEE AND STATE MANDATED LICENSES

Effective July 1, 2007, AHS will reimburse the cost of the application fee for the Drug Enforcement Administration Registration, or the employee will obtain the appropriate signature to have the fee waived, for any eligible employees who are required as part of their official duties to administer, dispense or prescribe controlled substances. Employees will also be reimbursed for any state mandated licenses.

Reimbursement will be made subject to applicable Chief Finance Officer's Office procedures and requirements.

SECTION 37. CONTINUING MEDICAL EDUCATION STIPEND

Upon the approval of the Department Head and/or his/her designee, of a plan submitted by an employee to engage in continuing medical education (CME) courses which shall maintain or upgrade the employee's skills on the job, AHS shall pay up to \$1,500 per employee per fiscal year for employees regularly scheduled 2/5th or more. AHS shall pay up to \$750 per employee for employees regularly scheduled for less than 2/5th. More than one plan may be approved in any fiscal year, but in no event shall the stipend exceed the applicable maximum amount per employee per fiscal year.

Items covered by this fund are literature, courses, business related hardware and software, and handheld devices. Expenses eligible for reimbursement under this section must be professionally related.

SECTION 38. CALL ROOM

It is the intent of AHS to provide an adequately furnished room for the use of physicians assigned to work night shifts.

SECTION 39. HIRING PRACTICES AND PROBATIONARY PERIOD

A. VACANCIES

1. When vacancies occur AHS shall notify the Union and shall afford it an opportunity to send applicants for the position.
2. All hiring decisions shall comply with applicable federal, state and local laws and selection shall be based on the applicant's qualifications for the position for which he/she has applied.

3. AHS may hire any person who, in its judgment, is the most qualified applicant.

- B. POSTING OF VACANCIES.** The parties agree that notices of staff vacancies shall be posted at pre-designated locations at all AHS work sites where covered employees are employed, concurrent with advertising to the general public, for seven calendar days prior to interviews for the vacancy.
- C. TRANSFER WITHIN CLASSIFICATION.** In the case of a permanent regular full-time or part-time or SAN vacancy, employees shall upon written bid, be considered for the posted vacancy if they meet the qualifications of the posted job and if their work performance has been satisfactory on their current job. Special program requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency). Qualifications, experience and seniority of applicants will be considered by the hiring manager filling the position.
- D. PROMOTIONAL OPPORTUNITIES.** AHS confirms its commitment to permit and encourage the filling of higher classes by promotion. Pursuant to this commitment, AHS commits to consider internal candidates for all position vacancies and to provide opportunities for promotion of current employees to promotional positions, provided these employees possess adequate qualifications, experience, skills and abilities to satisfactorily perform the job. In addition, AHS agrees to interview the three (3) most senior qualified applicants for any opening, along with other candidates selected by the Human Resources Department.
- E. PROBATIONARY PERIOD.** Newly hired employees of AHS shall serve a probationary period of six (6) months. During such probationary period, employees may be discharged without recourse to the grievance procedure, except where it is alleged that AHS has violated the provisions of Section 2. No Discrimination of the MOU.
- F. PRE-TAX PARKING.** Alameda Health System has established a pre-tax parking program, pursuant to Internal Revenue Code 132(f), to allow employees the ability to use pre-tax dollars to pay for qualified work-related parking fees.

SECTION 40. SENIORITY

- A. SENIORITY DEFINED.** "Seniority" means the total length of unbroken service with AHS commencing with the employee's most recent date of hire, provided that SAN employees shall have "seniority among themselves." As an exception to the above, seniority for the purposes of displacement shall be based on the employee's total accrual of regular hours paid in his/her employment.
- B. TRANSITION.** Employees who were employed by the County of Alameda and who were hired by AHS on January 10, 1999 without a break in employment shall retain their County hire date for seniority purposes.
- C. BREAK IN SERVICE.** For the purposes of this Section 39, a "break in service" shall be the following:
 - 1. A resignation;
 - 2. Retirement;
 - 3. A termination for cause;
 - 4. A layoff exceeding twenty-four (24) months.
- D. ADJUSTMENT OF SENIORITY DATE.** An employee's seniority date shall be adjusted by the period of an authorized unpaid leave of absence exceeding six months.

- E. **TIES IN SENIORITY.** In the case of a tie in seniority between two or more employees the date the employees submitted their applications will break the tie.
- F. **REHIRE AND RECALL.** An employee who resigned or was laid off and who is rehired or recalled within twenty-four (24) months from their termination into a position in which he/she held tenure shall return to the same salary step, and vacation accrual rate and shall have his/her original seniority date adjusted for the period when not employed by AHS.

SECTION 41. CLASSIFICATION AND RECLASSIFICATION

- A. **CHANGES IN CLASSIFICATION.** Any proposed changes in the classifications listed in Appendix A, titles, job descriptions and proposed new classifications, for which a portion of the job duties are the same or similar in nature to those performed by employees in classifications listed in Appendix A, shall be subject to the meet and confer process with the Union. In the event the parties reach impasse, the Union may appeal the matter to an adjustment panel composed of two (2) representatives of the Union, two (2) representatives of AHS and a State mediator agreeable to both parties. The recommendation of the adjustment panel shall be referred to the Operations Improvement Committee of AHS. The decision of the Operations Improvement Committee shall be final.

Disputes involving matters of Reclassification and Out of Classification are subject to the grievance procedure.

- B. **EMPLOYEE REQUEST FOR RECLASSIFICATION.** An employee who believes that he/she is being worked out of classification, and who believes that there has been a substantial change in his/her duties, which are not covered by the classification, may first request a review and resolution by the Human Resources Department. The Human Resources Department agrees to respond to 'the request within forty-five (45) calendar days. If the issue remains unresolved, he/she may submit the matter for resolution through the grievance procedure. The date of the response from the Human Resources Department shall be the effective date of any classification and/or pay change.
- C. **WORK OUT OF CLASSIFICATION.** Claims for temporary assignment to a higher-level position may be addressed through Section 23.C of this MOU.

SECTION 42. SUBCONTRACTING

- A. The Union recognizes that the Employer has the obligation to provide effective health care in as efficient a manner as possible. The Employer recognizes that the Union has the obligation to protect the rights of Union members.
- B. Consistent with current practice, Management reserves the right to meet immediate day-to-day operational needs by contracting for services, for example, through registry, temporary services, and similar temporary help agencies.
- C. AHS will abide by California Health and Safety Code, Section 101850, in the event it chooses to enter into a contract to replace services being provided by physicians and surgeons who are employed by AHS and in the recognized collective bargaining unit.

SECTION 43. LAYOFF

- A. DETERMINATION OF EXTENT OF LAYOFF.** Whenever it becomes necessary to reduce the number of employees at AHS, the CEO shall determine the classifications to be affected by the reduction, the number of positions to be reduced, the date the reduction is to take effect and shall request approval from the Board of Trustees.

When specific positions within a classification require special skill, knowledge, or abilities, the Human Resources Department, with prior concurrence of the CEO and Board of Trustees, and after meeting and conferring with the Union, may designate specialties within a classification and treat such approved specialties as a separate classification for the purpose of layoff and demotion in lieu of layoff.

An employee exercising rights to a vacant position, or to displace an employee occupying a position, pursuant to this **Section 43** must be qualified for that position. For the purposes of this Section 43, "qualified" means that the employee has the required licenses/certification and is able to perform all the duties of that position.

- B. ORDER OF LAYOFF.** Layoff within the affected classifications shall be based on inverse seniority. Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced.
- C. LATERAL MOVEMENT TO A VACANT POSITION.** An employee subject to layoff may elect to move to a vacant position in his/her own classification or to a vacant position in an equal-paying classification, provided that such employee has held a position in that equal-paying classification.
- D. LATERAL MOVEMENT TO AN EQUAL-PAYING POSITION IN LIEU OF LAYOFF.** Where there are no vacant positions, an employee who has held a position in an equal-paying classification may displace the least senior employee in an equal-paying classification. The employee who has held a position in more than one equal-paying classification does not have an option as to the classification in which the layoff will occur, but will be permitted to move only into the classification then filled by the employee with the least seniority.
- E. DEMOTION IN LIEU OF LAYOFF.** An employee in a classification affected by a reduction in force may elect to demote to a lower paying classification, provided that such an employee has held a position in the lower paying classification.

When both the employee demoting and the employee in the lower paying classification have equal seniority, the employee in the lower paying classification would be displaced first.

- F. NOTICE.** Prior to any lay off, employees will be given notice of one (1) month or one (1) month's pay in lieu of notice or any combination of pay and notice.
- G. RECALL.** Employees shall be recalled by seniority for two (2) years from the date of the layoff.
- H. ALTERNATE PROCEDURE.** AHS and the Union agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used.

SECTION 44. AMBULATORY PROVIDER COUNCIL

AHS will create an Ambulatory Provider Council to allow for improved communication and dialogue between frontline providers and local and system-level ambulatory leadership to improve the care of patients.

The Council will be comprised of provider representatives (minimum one per Wellness Center) and AHS ambulatory leadership and will meet at least quarterly to discuss operational issues pertinent to providers, and provide feedback on upcoming ambulatory initiatives directly to system-level leadership.

The council members will also join the existing North and South County Patient Care Councils. Those Councils meet at least quarterly to ensure that the provider voice is represented and informs key clinic changes and feedback from staff.

SECTION 45. GRIEVANCE PROCEDURE

A. EMPLOYEE GRIEVANCE. If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this MOU, it shall be taken up in the manner set forth in this Subsection A. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or the union that AHS has violated a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.

As a preliminary step, the employee shall first confer with his/her supervisor. No grievance shall be processed unless this meeting has occurred.

STEP 1. Submission of Written Grievance to the Medical Director of AHS. If the grievance or complaint is not thus settled, it shall be set forth in writing and submitted to the Medical Director of AHS. The Grievance shall state:

- a. the section of the MOU that has been allegedly breached;
- b. the facts upon which it is based;
- c. the remedy that is sought;
- d. the date of the informal meeting with the supervisor.

Within ten (10) days of the written submission, the Medical Director of AHS, or corresponding administrative level, shall provide a written response. There shall be a full and frank disclosure by both AHS and the Employee/Union of each other's position including the supporting rationale. If the grievance is not settled, within ten (10) days of the Step 1 response either party may request in writing that it be referred to the next step.

STEP 2. Submission of Grievance to Chief Operating Officer. Within ten (10) days of receiving the request, there shall be a Step 2 meeting with the Chief Operating Officer, or the Chief Operating Officer shall provide a written response. Although no meeting is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the Chief Operating Officer may conduct. If the grievance is not settled, within ten (10) days of the Step 2 response either party may request in writing that it be referred to the next step.

STEP 3. Meeting with the CEO. Within ten (10) days of receiving the request, there shall be a Step 3 meeting with the CEO or his/her designee. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.

STEP 4. Arbitration: The arbitrator will be selected by representatives of AHS and the Union by jointly requesting a list of qualified arbitrators from the American Arbitration Association. AHS and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation, advocacy or witnesses for either party.

- B. UNION GRIEVANCE.** The Union may, in its own name, file a grievance alleging that AHS has failed to provide some organizational right, which is established by law, by written rules of AHS or by this Memorandum of Understanding. Such grievances shall be filed with the CEO at Step 3.
- C. TIME LIMITS.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 1 (or in the case of a Union grievance, at Step 3) within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than sixty (60) days from the date of the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.
- D. AUTHORITY OF ARBITRATOR.** The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
- E. DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 47.

SECTION 46. PERFORMANCE IMPROVEMENT COACHING

In order for AHS to attract and retain patients and be financially viable in the future, the Union and AHS agree that employees must be productive, competent and well-disciplined to perform their assigned responsibilities. Both the Union and AHS agree that employees are deserving of being treated with dignity and respect.

COACHING. This is part of the supervisor's ordinary day-in and day-out responsibilities for managing people. These coaching sessions may be casual or formal in nature aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be face to face conversations that occur during the shift. These conversations MAY be documented at the request of either the manager or employee, but WILL NOT be placed in the employee's personnel file.

PERFORMANCE IMPROVEMENT PLAN (PIP). When a problem continues, the supervisor may schedule a more serious discussion to let the employee know that immediate change is needed. At this point, that matter is still between the employee and the supervisor. As long as the employee solves the problem, it goes no further. There is no official record of the PIP in the personnel file. PIPs may involve further training, orientation or mentoring and can have timelines for completion of tasks. PIPs will require documentation, but again WILL NOT be placed in the employee's personnel file.

SECTION 47. DISCIPLINARY ACTION

AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature.

All problems employees have are divided into three categories or tracks:

I. Attendance:

Violations of the attendance and other related policies

II. Performance:

Neglect of Duties - Generally knowing how to do the work but just not doing or finishing it.

Incompetence - Not knowing how to do work which is reasonably in the job description.

Training or retraining should be offered initially. Because progressive discipline does not make an employee competent, disciplinary steps may have to be skipped should retraining prove ineffective.

III. Behavior:

Conduct inconsistent with the employee's job description, the law, and/or AHS standards and policies.

Disciplinary actions generally follow one of these tracks, although there could be occasions when the offenses cover two or even three tracks.

- A. PROGRESSIVE DISCIPLINE STEPS.** The following are the progressive disciplinary steps; they will be followed where appropriate. The employee may have union representation at each of these steps. The step in the process is determined by factors including but not limited to severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating factors.

STEP 1. Reminder One. At this step in the disciplinary process, the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be prepared and shared with both parties to the conversation. The memorandum will be placed in the employee's personnel file.

STEP 2. Reminder Two. This process is the same as Reminder One.

STEP 3. Decision Making Leave. If the issue persists, another meeting will be held with the employee. He/she will be told of the pending problems that have continued and then be told to take a day off with pay to think whether they could commit to change and continue employment. If, on return, the employee commits in a second meeting, he/she returns to work. If the employee does not commit, he/she resigns, is demoted or terminated after a Skelly hearing.

FINAL STEP. Skelly Process Begins. If after the Decision-Making Leave and commitment, the problem again persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.

B. APPEALS

Reminder Ones and Twos are grievable to the third step.

Terminations and demotions are grievable to as noted below.

- C. RECOMMENDED TERMINATIONS.** A recommended suspension/termination must be served on the employee in person or mailed. The notice should include:
1. A statement of the nature of the disciplinary action.
 2. A statement of the cause of the action.
 3. A statement in ordinary and concise language of the act or omission upon which the action is based.
 4. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.
- D. NOTICE OF TERMINATION.** In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the CNE/Department Manager or Designee shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to the Union, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.
- E. SKELLY HEARINGS.** The Union and AHS staff will meet periodically to jointly schedule hearings in advance. Scheduling will be determined by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be conducted on the 2nd and 4th Thursday of each month; hearings outside of this schedule shall be by mutual consent of both parties. Cancellations will only be by mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order an alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner.

The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be to Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).

- F. WEINGARTEN RIGHTS.** AHS will perform an investigation of allegations as needed, including Weingarten interviews. AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter Weingarten vs. NLRB, as modified by the courts and the NLRB.

Failure to Grant Weingarten Rights. If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

Placement and Removal of Disciplinary Material in Personnel File.

. No disciplinary material shall be inserted in an employee's personnel file without his/her prior notice. Discipline will be removed from an employee's official personnel file upon request of the employee after three (3) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for 3 years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than 3 years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

SECTION 48. NO STRIKE, NO LOCKOUT

- A. The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of AHS, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.
- B. AHS will not lockout employees during the term of this Memorandum of Understanding.

SECTION 49. SAVINGS CLAUSE

If any provision of this Memorandum of Understanding 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 Memorandum of Understanding 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 50. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Trustees and shall remain in full effect to and including June 30th, 2017, except for Section 10. Paid Time Off which shall continue in full effect as provided in subsection 10.M.

SECTION 51. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the AHS Board of Trustees by the AHS Chief of Human Resources and the Union for the Board's consideration and approval. Upon approval, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent provisions of any prior Memoranda of Understanding entered into between the Union and the Alameda Health Services.

SECTION 52. TERM

This Memorandum of Understanding shall become effective upon ratification of the Board of Trustees and the membership of the Union of American Physicians and Dentists.

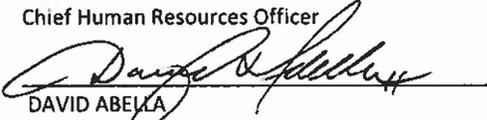
The term of this Memorandum of Understanding shall be 12:00AM, June 28th, 2017 through 11:59PM, June 30th, 2021.

SIGNED AND ENTERED INTO THIS 22 DAY OF FEB, 2019.

ALAMEDA HEALTH SYSTEM



ANTHONY REDMOND
Chief Human Resources Officer



DAVID ABELLA
Chief Negotiator

**UNION OF AMERICAN PHYSICIANS
AND DENTISTS, UNIT 18, UNIT 24**



PATRICIA HERNANDEZ, JD
Chief Negotiator

On behalf of the UAPD Bargaining Committee:

BRUCE FITZGERALD, MD

JACKIE BOLDS, MD

MILTON LORIG, MD, JD
UAPD Executive Board Member

RITA WADHWANI, MD

APPENDIX A
UNION OF AMERICAN PHYSICIANS AND DENTISTS
PAY RATES Effective June 30, 2017

Job Code	Classification - 2.5% ATB Eff 06/30/2017	Hourly Rate
52405	Staff Dentist	\$ 79.5760
53805	Psychiatrist III	\$ 162.6202
53810	Psychiatrist II	\$ 147.8366
53810	Psychiatrist II (SAN)	\$ 172.2000
53825	Physician II - Board Certified (Non Amb)	\$ 102.3403
53825	Physician II (SAN) - Board Certified (Non Amb)	\$ 106.1300
53830	Physician II (SAN) - Non-Board Certified (Non Amb)	\$ 96.4817
53835	Physician I (SAN) - Non-Board Certified (Non Amb)	\$ 84.9740
53825	Physician II - Board Certified (Ambulatory)	\$ 99.8754
53825	Physician II (SAN) - Board Certified (Ambulatory)	\$ 105.1094
53830	Physician II - Non-Board Certified (Ambulatory)	\$ 90.7957
53830	Physician II (SAN) - Non-Board Certified (Ambulatory)	\$ 95.5541
53835	Physician I - Non-Board Certified (Ambulatory)	\$ 82.3820
53835	Physician I (SAN) - Non-Board Certified (Ambulatory)	\$ 84.1570

APPENDIX A
UNION OF AMERICAN PHYSICIANS AND DENTISTS
PAY RATES Effective June 30, 2018

Job Code	Classification - 3% ATB Eff 06/30/2018	Hourly Rate
52405	Staff Dentist	\$ 81.9633
53805	Psychiatrist III	\$ 167.4988
53810	Psychiatrist II	\$ 152.2717
53810	Psychiatrist II (SAN)	\$ 177.3660
53825	Physician II - Board Certified (Non Amb)	\$ 105.4105
53825	Physician II (SAN) - Board Certified (Non Amb)	\$ 109.3139
53830	Physician II (SAN) - Non-Board Certified (Non Amb)	\$ 99.3762
53835	Physician I (SAN) - Non-Board Certified (Non Amb)	\$ 87.5232
53825	Physician II - Board Certified (Ambulatory)	\$ 102.8717
53825	Physician II (SAN) - Board Certified (Ambulatory)	\$ 108.2627
53830	Physician II - Non-Board Certified (Ambulatory)	\$ 93.5196
53830	Physician II (SAN) - Non-Board Certified (Ambulatory)	\$ 98.4207
53835	Physician I - Non-Board Certified (Ambulatory)	\$ 84.8535
53835	Physician I (SAN) - Non-Board Certified (Ambulatory)	\$ 86.6817

APPENDIX A
UNION OF AMERICAN PHYSICIANS AND DENTISTS
PAY RATES Effective June 30, 2019

Job Code	Classification - 3% ATB Eff 06/30/2019	Hourly Rate
52405	Staff Dentist	\$ 84.4222
53805	Psychiatrist III	\$ 172.5238
53810	Psychiatrist II	\$ 156.8399
53810	Psychiatrist II (SAN)	\$ 182.6870
53825	Physician II - Board Certified (Non Amb)	\$ 108.5728
53825	Physician II (SAN) - Board Certified (Non Amb)	\$ 112.5933
53830	Physician II (SAN) - Non-Board Certified (Non Amb)	\$ 102.3575
53835	Physician I (SAN) - Non-Board Certified (Non Amb)	\$ 90.1489
53825	Physician II - Board Certified (Ambulatory)	\$ 105.9579
53825	Physician II (SAN) - Board Certified (Ambulatory)	\$ 111.5106
53830	Physician II - Non-Board Certified (Ambulatory)	\$ 96.3252
53830	Physician II (SAN) - Non-Board Certified (Ambulatory)	\$ 101.3733
53835	Physician I - Non-Board Certified (Ambulatory)	\$ 87.3991
53835	Physician I (SAN) - Non-Board Certified (Ambulatory)	\$ 89.2822

APPENDIX A
UNION OF AMERICAN PHYSICIANS AND DENTISTS
PAY RATES Effective June 30, 2020

Job Code	Classification - 3% ATB Eff 06/30/2020	Hourly Rate
52405	Staff Dentist	\$ 86.9549
53805	Psychiatrist III	\$ 177.6995
53810	Psychiatrist II	\$ 161.5451
53810	Psychiatrist II (SAN)	\$ 188.1676
53825	Physician II - Board Certified (Non Amb)	\$ 111.8300
53825	Physician II (SAN) - Board Certified (Non Amb)	\$ 115.9711
53830	Physician II (SAN) - Non-Board Certified (Non Amb)	\$ 105.4282
53835	Physician I (SAN) - Non-Board Certified (Non Amb)	\$ 92.8534
53825	Physician II - Board Certified (Ambulatory)	\$ 109.1366
53825	Physician II (SAN) - Board Certified (Ambulatory)	\$ 114.8559
53830	Physician II - Non-Board Certified (Ambulatory)	\$ 99.2150
53830	Physician II (SAN) - Non-Board Certified (Ambulatory)	\$ 104.4145
53835	Physician I - Non-Board Certified (Ambulatory)	\$ 90.0211
53835	Physician I (SAN) - Non-Board Certified (Ambulatory)	\$ 91.9607

APPENDIX B DOMESTIC PARTNER DEFINED

A “domestic partnership” shall exist between two persons, one of whom is an employee of AHS, 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 AHS an “Affidavit of Domestic Partnership” attesting to the following:

the two parties reside together and share the common necessities of life;

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;

the two parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare;

the two parties agree to notify AHS if there is a change of circumstances attested to in the affidavit;

the, two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

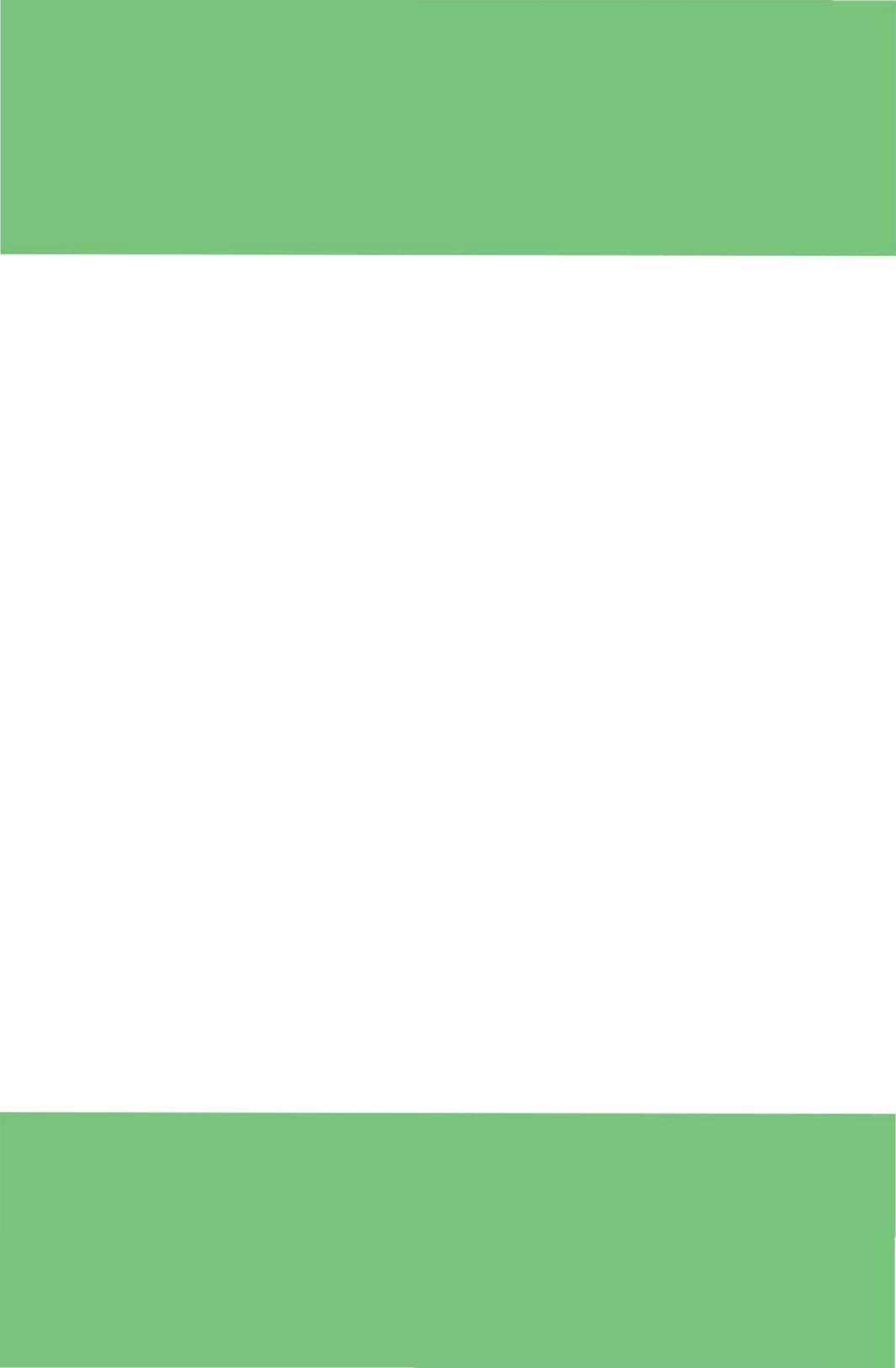
Termination. A member of a domestic partnership may end said relationship by filing a statement with AHS. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

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 AHS.

**APPENDIX C
PHYSICIAN III**

AHS agrees to retain the classification Physician III in the MOU, acknowledging that there are no current incumbents in the position.

If an employee claims that he/she should be reclassified he/she should follow the Employee Initiated Reclassification Process using the current process and written materials.



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.

Adoption of New Pay Codes for First 5



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: August 20, 2020

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Approval of One New Pay Item/Code as “Compensation Earnable” and “Pensionable Compensation” – First 5 Alameda County**

First 5 Alameda County (First 5) requested that the following new pay item/code be designated as “compensation earnable” and “pensionable compensation”:

- Footnote Salary – FTS
This pay item/code is a salary footnote effective July 1, 2020, not to exceed 10% of an employee’s current base salary for staff who perform additional and/or more complex responsibilities, which differentiates them from other employees within their classification. This new pay item/code is not subject to the salary cap, and will be removed when additional work is no longer performed or deemed necessary.

Staff reviewed the required supporting documentation (attached) and made the administrative determination that the new pay item/code qualifies as “compensation earnable” under Government Code Section 31461 (for Legacy members), and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members). The two relevant Government Code sections are attached for the Board of Retirement’s (Board) reference.

Staff informed First 5 that its administrative determination will be included on the Board’s consent calendar for approval at its August 20, 2020 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination that the pay item/code is “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members).

Attachments



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

Employer Name: First 5 Alameda County Date: 7/28/2020

Contact Person/Employer (include title/position): Steven Quach, Payroll & Finance Manger

Contact Person Telephone: 510-227-6997

Email: steven.quach@first5alameda.org

Pay Item Name (and code number): Footnote Salary - effective July 1, 2020

Pay Code: FTS

The following information is required before ACERA can review and respond to your request. Please provide substantive responses on separate paper and return with this form 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). Any regular F5 Alameda County employee may be eligible.
2. State employment status of employees eligible to receive the pay item (i.e., full time employees, part time employees) Either full-time or part-time employees may receive this pay item.
3. State the number of members or employees who are eligible to receive the pay item (i.e., all members or employers in a job classification eligible to receive the pay item, or “not to exceed one employee”) Any F5 employee is eligible for this pay code.
4. State whether pay item is for overtime or regular base pay. A Footnote would be for regular base pay.
5. State whether pay item is calculated as a fixed amount or percentage of the base pay. This pay item is a percentage of base pay.

6. State whether the pay item is paid one time (i.e., incentive pay, referral pay, bonus, award). This pay item would be paid on an ongoing basis, but may be removed if the agency determines the work is no longer needed.
7. State whether the pay item is an ad hoc payment (i.e., stipend, payment for attending a meeting during working hours, payment for attending a meeting during nonworking hours). This is not an ad hoc payment.
8. State whether the pay item is a reimbursement (i.e., car allowance, housing allowance, uniform allowance, mileage payment, cell phone allowance) The pay item is not a reimbursement.
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). Regular employees working full-time (40 hours/week) or part-time may be eligible to receive this pay item.
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 work week, or outside of the employee's 40 hour work week). This pay item is not for work performed outside regular work week.
11. State whether the pay item is for deferred compensation. Pay item is not for deferred compensation.
12. State whether the pay item is for retro payments. Pay item is not for retro payments.
13. State whether the pay item is for accrued unused leave (i.e., sick leave, annual leave, floating holiday, vacation, comp time). No, this pay item is not for accrued unused leave.
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. It is not.
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). This pay item is not severance and is not in connection with separation from employment. It is made while the employee is still an active employee.
16. State whether the pay item is paid in one lump sum or bi-weekly (or over some other time period-monthly, quarterly, annually). The pay item is based on the number of paid regular hours on a regular bi-weekly basis.
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). An employee must be doing work above and beyond the regular work in that classification.



July 28, 2020

To: Sandra Duenas, ACERA

From: Lyssa DeGolia
Human Resources Administrator

Re: Justification for Pay Code Creation—Footnote

We are requesting the creation of a new pay code for First 5 Alameda County.

In the Commission meeting on June 18th, the Commission approved an update to our Salary Guidelines that includes a Footnote. The description of the footnote is as follows:
“A salary footnote, not to exceed 10% of current base salary, may be granted to staff performing additional and/or more complex responsibilities differentiating them from other employees within their classification. The footnote is not subject to the salary cap and will be removed when additional work is no longer performed or deemed unnecessary by agency.”

To properly process and track employee footnotes, we are requesting an additional earnings code.

The ACERA Exhibit 2 form has been completed for this code. Please let me know if you need further information.

Thank you

A handwritten signature in blue ink that reads "Lyssa DeGolia".

C: Kristin Spanos, CEO
Mojgan Vijeh, Director, Operations and Technology
Christine Hom, Finance Officer
Steven Quach, Payroll and Finance Manager



First 5 Alameda County Commission Meeting
June 18, 2020, 9:00 AM – 11:30 AM
Zoom Webinar Meeting ID: 939 4738 1925

Commissioners Present: Chair: Renee Herzfeld, Vice Chair: Cecilia Oregon Echeverría, Scott Coffin, Tomás A. Magaña M.D., Karina Moreno, Kimi Watkins-Tartt

Commissioner Alternate: Anissa Basoco-Villarreal, Vanessa Cedeño

Excused: Wilma Chan, Lori Cox

First 5 Staff Present: Kristin Spanos, Charla Black-Edwards, Lyssa DeGolia, Lisa Forti, Christine Hom, Carla Keener, Julia Otani, Mojgan Vijeh, Lea Yancey

Guest Presenters: Carlos Oblites

AGENDA ITEM SPEAKER	DISCUSSION HIGHLIGHTS	ACTION	FOLLOW UP
CALL TO ORDER			
R. Herzfeld	The regular Commission meeting was called to order by Chair Herzfeld who gavelled in at 9:00 AM.	None	None
1. PUBLIC COMMENT			
R. Herzfeld	There was no Public Comment.	None	None
2. APPROVAL OF MINUTES FROM APRIL 16, 2020			
R. Herzfeld	[Attachment] Chair Herzfeld asked if there was any public comment before taking a vote to approve the minutes. Chair Herzfeld facilitated the vote to approve the April 16, 2020 Commission Meeting minutes.	Motion: K. Moreno Second: S. Coffin Abstain: K. Watkins-Tartt Motion passed.	None
3. STAFF ANNOUNCEMENTS			
K. Spanos	[Attachment] A. General Staff Announcements Dadscussions <ul style="list-style-type: none"> The third and final Dadscussions webinar was held on 6/11/20. Supervisor Carson provided opening comments. 97% of the attendees found the webinars helpful and would like them to continue. First 5 Alameda County (F5AC) staff will be discussing internally how to continue these important conversations. Help Me Grow (HMG) <ul style="list-style-type: none"> F5AC is continuing to work with Alameda Alliance to launch a pilot related to HMG. Alameda Alliance awarded F5AC \$165,000 to conduct outreach to families and children who encourage their participation in pediatric care. We will begin making calls in July. 	None	None

AGENDA ITEM SPEAKER	DISCUSSION HIGHLIGHTS	ACTION	FOLLOW UP
3. STAFF ANNOUNCEMENTS (Continued)			
K. Spanos	<ul style="list-style-type: none"> • F5AC was one of four counties invited to participate in a state-wide table with Manatt Health and the Center on the Study of Social Policy around pediatric practices and their role in supporting a social-emotional and developmental health of children. Internal conversations have started with Manatt. Commissioner Coffin joined the workgroup on a call on 5/27/19. The next phase will be to have further conversations with Commissioner Echeverría and Supervisor Chan. It is a nice opportunity for F5AC to be part of the national dialogue, with California being one of seven states participating nation-wide. <p>B. Children's Health and Child Care Initiative for Alameda County Update</p> <ul style="list-style-type: none"> • The Board of Supervisors certified the vote for Measure C as a victory on 4/21/20, but abstained from collecting the tax. There was a 60-day window to file opposition to the vote. The Howard Jarvis Taxpayers Association has filed a formal opposition. Alternate Cedeño informed the Commission that the County is working with counsel on next steps. <p>C. COVID-19 Response Update - Presentation</p> <p>Community Resilience Fund</p> <ul style="list-style-type: none"> • Total COVID response more than \$5.5 million. • \$2.1 million to school districts, with an equity index used to allocate the funds. • \$1.4 million to distribution of food and supplies. <p>F5AC Administered Programs & Contracted Direct Services</p> <ul style="list-style-type: none"> • The HMG Central Access Line has seen a 250% increase in referrals to the Food Bank. • Adjusted deliverables and requirements to support COVID response. <p>Support of County Emergency Child Care Response Team</p> <ul style="list-style-type: none"> • F5AC is working with Alameda County Social Services Agency and General Services Agency on subsidized child care, centralized intake/referral process for essential workers needing child care, connecting public health nurses and mental health providers to assist child care providers and participating in webinars to share information with child care providers. <p>First 5 COVID-19 Microsite and AlamedaKids.Org</p> <ul style="list-style-type: none"> • F5AC are using our communication portals to provide community and give child care providers or essential workers access to COVID-19 resources. <p>Internal Policies for Employees</p> <ul style="list-style-type: none"> • Mandatory remote work since 3/16/20. • Employees may sell back vacation and PTO through 6/30/20 and pay advance for 1 pay period through 12/31/20. • Promoting health and wellness resources, including Employee Assistance Program. 		

AGENDA ITEM SPEAKER	DISCUSSION HIGHLIGHTS	ACTION	FOLLOW UP
4. F5AC RESOLUTION ON RACIAL INJUSTICE			
K. Spanos	<p>[Attachment]</p> <ul style="list-style-type: none"> F5AC felt that the recent murders of African-Americans, at the hands of the police, warranted a statement from the Agency and from the Commission. It is a public statement by the Agency, not only opposing racism, violence and injustice, but it is intended to serve as a tool for Agency accountability. This resolution is one step in articulating that commitment. It is Ms. Spanos' intention to use the commitments made in the resolution to in measure our organizational progress and to ensure we live up to our commitments. <p>Ms. Spanos and the F5AC Senior Leadership Team read the resolution to the Commission. Chair Herzfeld asked if there was any public comment before taking a vote to approve. Chair Herzfeld facilitated the vote to approve the F5AC Resolution on Racial Injustice.</p>	<p>Motion: K. Watkins-Tartt Second: T. Magaña Motion passed.</p>	None
5. CHANDLER ASSET MANAGEMENT PRESENTATION			
C. Oblites C. Hom	<p>[Attachment]</p> <p>Carlos Oblites, Senior Vice President & Portfolio Strategist from Chandler Asset Management presented.</p> <p>A. FY 2019-20 July - March Investment Report</p> <p>Ms. Hom presented the FY 2019-20 July - March Investment Report</p> <ul style="list-style-type: none"> Total investment earnings for the period was \$476,660. A net of fees from Chandler Management and Union Bank was \$455,383. As of 3/31/20, the market value of the portfolio was \$29.5 million and at cost \$28.7 million, resulting in an unrealized gain of \$887,000. <p>Chair Herzfeld, please ask if there is any public comment before taking a vote to approve. Chair Herzfeld facilitated the vote to approve the FY 2019-20 July - March Investment Report.</p>	<p>Motion: T. Magaña Second: C. Echeverría Motion passed.</p>	None
6. INVESTMENT POLICY REVISIONS			
C. Hom	<p>[Attachment]</p> <p>Ms. Hom presented the Investment Policy Revisions.</p> <ul style="list-style-type: none"> Majority of the changes were proposed by Chandler and based on best practices. F5AC added section 8, Social and Environmental concerns is proposed to be added to the policy to include language about investments in corporate securities and depository institutions being evaluated for social and environmental concerns. <p>Chair Herzfeld, please ask if there is any public comment before taking a vote to approve.</p>	<p>Motion: V. Cedeño Second: K. Moreno Motion passed.</p>	None

AGENDA ITEM SPEAKER	DISCUSSION HIGHLIGHTS	ACTION	FOLLOW UP
7. FY 2020-22 BUDGET PROPOSAL - FINAL READING			
C. Hom	[Attachment] Ms. Hom presented the FY 2020-22 Budget Proposal - Final Reading <ul style="list-style-type: none"> • New committed funding from Sunlight Giving \$35,000, Connecticut Children's Medical Center \$6000, Alameda Alliance for Health \$165,000, Packard Foundation \$25,000. • Proposal to carry over \$618,000 in savings from the current fiscal year to be used for the COVID-19 Community Resilience Fund in FY 2021. • The combined revenue and sustainability funds for the next fiscal year will equal \$25.7 million. Chair Herzfeld asked if there was any public comment before taking a vote to approve. Chair Herzfeld facilitated the vote to approve the Budget Proposal.	Motion: C. Echeverría Second: K. Watkins-Tartt Motion passed.	None
8. FY 2020-21, FY 2020-22 CONTRACT AUTHORIZATIONS			
C. Hom	[Attachment] Ms. Hom presented the FY 2020-21, FY 2020-22 Contract Authorizations for information purposes. <ul style="list-style-type: none"> • Six contracts that exceeded \$250,000 were approved by the Executive Committee on 6/11/20. • Enclosed in the meeting packet are the contracts that Ms. Spanos approved since being given the authority to approve contracts up to \$250,000 at the April Commission meeting. 	None	None
9. FY 2020-29 LONG RANGE FINANCIAL PLAN - FINAL READING			
C. Hom	[Attachment] Ms. Hom presented the FY 2020-29 Long Range Financial Plan - Final Reading <ul style="list-style-type: none"> • Revenue expenses from the budget proposal are included. • Grant funding is assumed to be time limited and then is included therefore based on their expiration. • The fund balance at the end of FY 2021 will be \$23.3 million. Chair Herzfeld asked if there was any public comment before taking a vote to approve the proposal. Chair Herzfeld facilitated the vote to approve the Budget Proposal.	Motion: T. Magaña Second: K. Moreno Motion passed.	None
10. GASB 54 FUND BALANCE COMMITMENT			
C. Hom	[Attachment] Ms. Hom presented the GASB 54 Fund Balance Commitment. <ul style="list-style-type: none"> • GASB 54 requires the classification of the fund balance into five possible areas which are non-spendable, restricted, committed, assigned and un-assigned. 	Motion: C. Echeverría Second: V. Cedeño Motion passed.	None

- F5AC is proposing \$14.5 million be classified as non-spendable for FY 2021 to be used towards the two year period of contracts, grants and pre-paid expenses.

AGENDA ITEM SPEAKER	DISCUSSION HIGHLIGHTS	ACTION	FOLLOW UP
10. GASB 54 FUND BALANCE COMMITMENT (Continued)			
C. Hom	<ul style="list-style-type: none"> • The remaining \$15.5 million is proposed to be classified as assigned for budget stabilization, consistent with the Long-Range Financial Plan. <p>Chair Herzfeld asked if there was any public comment before taking a vote to approve.</p> <p>Chair Herzfeld facilitated the vote to approve the GASB 54 Fund Balance Commitment.</p>		
11. ACERA 401 (H) ACCOUNT AUTHORIZATION			
M. Vijeh	<p>[Attachment]</p> <p>Ms. Vijeh presented the ACERA 401 (h) Account Authorization.</p> <ul style="list-style-type: none"> • This resolution is brought annually to the Commission for approval. • F5AC needs to contribute \$57,261.54 for 2021 and there is no fiscal impact <p>Chair Herzfeld, please ask if there is any public comment before taking a vote to approve.</p> <p>Chair Herzfeld facilitated the vote to approve the ACERA 401(H) Account Authorization.</p>	<p>Motion: K. Moreno Second: V. Cedeño Motion passed.</p>	None
12. SALARY GUIDELINES REVISIONS			
L. DeGolia	<p>[Attachment]</p> <p>Ms. DeGolia presented the Salary Guidelines Revisions.</p> <ul style="list-style-type: none"> • Revisions include adding flexible classification language to the guidelines on salary level ranges and adding salary footnote language to the lateral moves and changes in the same job description. • Proposal to close the office on Thursday 7/2/20 to appreciation staff during remote work, in lieu of a staff picnic. <p>Chair Herzfeld asked if there was any public comment before taking a vote to approve.</p> <p>Chair Herzfeld facilitated the vote to approve the Salary Guidelines Revisions.</p>	<p>Motion: K. Watkins-Tartt Second: T. Magaña Motion passed.</p>	None
13. FY 2020-21 STRATEGIC PLAN - FINAL READING			
L. Forti	<p>[Attachment]</p> <p>Ms. Forti presented the FY 2020-21 Strategic Plan - Final Reading.</p> <ul style="list-style-type: none"> • The Strategic Plan has already been approved to extend to 2022. • The Community Resilience Fund for the COVID-19 response has been added to the plan. <p>Chair Herzfeld asked if there was any public comment before taking a vote to approve.</p> <p>Chair Herzfeld facilitated the vote to approve the FY 2020-21 Strategic Plan - Final Reading.</p>	<p>Motion: C. Echeverría Second: K. Watkins-Tartt Motion passed.</p>	None

14. STATE COMMISSION AND ASSOCIATION UPDATE			
K. Spanos	<p>Ms. Spanos provided the State Commission and Association Update</p> <ul style="list-style-type: none"> • Melissa Stafford Jones has accepted the position of First 5 Association of California's Executive Director. She will join the organization on 7/6/20. 	None	None AGENDA ITEM 2

AGENDA ITEM SPEAKER	DISCUSSION HIGHLIGHTS	ACTION	FOLLOW UP
15. LEGISLATION AND PUBLIC POLICY UPDATE			
K. Spanos	<p>Ms. Spanos provided the Legislation and Public Policy Update</p> <ul style="list-style-type: none"> • Estimated \$54.3 billion budget deficit • On 6/15/20, the legislature put forward a proposal that would reject provider rate cuts. • Governor Newsom is expected to sign the budget before the new fiscal year on 7/1/20. 	None	None
16. COMMUNICATION FROM COMMISSIONERS			
R. Herzfeld	None	None	None
17. ADJOURNMENT			
R. Herzfeld	Chair Herzfeld gavelled out and adjourned the meeting at 11:16 AM.	None	None

Respectfully Submitted By: Julia Otani, Executive Assistant

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.

NEW BUSINESS

7.A. UBS and Baltimore Marriott Issue:

Discussion and possible action item regarding the on-going activity with UBS and the Baltimore Marriott.

7.B. Discussion regarding Fall Board Off-Site/Education Session.

7.C. Chief Executive Officer's Report.

NEW BUSINESS

7.A. UBS and Baltimore Marriott Issue:

Discussion and possible action item regarding the on-going activity with UBS and the Baltimore Marriott.



*Office of the Chief Executive Officer
Office of Administration*

DATE: August 20, 2020
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: UBS and Baltimore Marriott Issue

In October of 2018, members of Unite Here, and employees of the Baltimore Marriott hotel presented information to the Board regarding a labor dispute between employees of the Marriott and management of the hotel. As the Baltimore Marriott is a holding of (UBS) Trumbull Property Fund L.P., these individuals asked the Board to send a letter to UBS encouraging them to step in and push for a resolution to the labor issues. The Board sent the letter, which is included in today's Board Packet.

To date, the dispute has been moving forward, and UBS has been participating and encouraging a resolution. However, the dispute has not been resolved. Members from Unite Here have reached out again to solicit support for UBS to push this to completion. Trustee Levy was contacted and provided a letter to UBS in his role as Alameda County Treasurer/Tax Collector [See attached.]

Chair Levy has asked that this issue be presented to the full Board to determine if the Board would like to take further action. Some options include:

- Provide a letter similar to the one sent by Treasurer Levy, and participating in a possible September discussion with UBS staff on this issue.
- Requesting UBS present information on the status of this dispute to the full Board at a future Board meeting.

Enclosure: 1) Chair Gamble's October 31, 2018 Letter to UBS
2) Treasurer Levy's August 20, 2020 Letter to UBS

ENCLOSURE 1



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

475 14th Street, Suite 1000, Oakland, CA 94612

800/838- 1932

510/628-3000

fa.x: 510/268-9574

www.acera.org

October 31, 2018

Paul Canning
Senior Portfolio Manager
UBS Realty Investors LLC
10 State House Square
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paul.canning@ubs.com

Brent Hall
Asset Manager
UBS Realty Investors LLC
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Mia Y. Dennis
Client Relationship Manager
UBS Realty Investors LLC
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San Francisco, CA 94105
mia.dennis@ubs.com

Dear Mr. Canning, Mr. Hall and Ms. Dennis:

Re: UBS (US) Trumbull Property Fund L.P. and the Baltimore Waterfront Marriott

The Alameda County Employees' Retirement Association (ACERA) holds an investment position in (UBS) Trumbull Property Fund L.P. ACERA is a public pension fund representing more than 21,000 members and beneficiaries in Alameda County California. ACERA's fund size exceeds eight billion dollars (\$8,000,000,000.00).

As an investor, we have observed the impact of the currently unresolved labor dispute between Unite Here, representing approximately 20,000 Marriott workers, and Marriott Hotels. Worksite strikes began in September 2018 and have resulted in work stoppages at Marriott properties throughout the United States. As we understand it, the labor dispute has impacted Marriott Hotels, the world's largest hotel company, which impacts the general hospitality industry worldwide.

At a recent Board of Retirement meeting, representatives of Unite Here expounded upon the union's concerns with their negotiations with Marriott, specifically regarding the situation at the Baltimore Waterfront Property. Representatives of Unite Here passionately expressed their desire to improve their wages, have a seat at the table while automation is discussed, and work under safer conditions.

ACERA recognizes that the significance of investor relations and our Chief Investment Officer, Betty Tse took our message of concern to UBS representatives earlier this month during a telephone conversation on the subject. As an investor, ACERA urges you to exert your influence to encourage swift resolution of the current labor issue at the Baltimore property, harvest the good will of the public towards the hospitality industry, and minimize the negative economic impact that the labor dispute may be having on ACERA's investment in UBS.

Thank you for your attention in this matter. If you would like to discuss ACERA's perspective on this matter further, please do not hesitate to contact me.

Sincerely,

Tarrell V. Gamble
ACERA Board President, for ACERA Board of Trustees

Cc J.W. Marriott Jr., Executive Chairman and Chairman of the Board, Marriott International, Inc.
Arne Sorenson, President and Chief Executive Officer, Marriott International, Inc.
Michael Pineschi, Unite Here

ENCLOSURE 2



Henry C. Levy, Treasurer-Tax Collector
August 10, 2020

Julie P. Manaois, Chief Deputy Tax Collector

Ms. Suni Harford
President, Asset Management
UBS Group AG
299 Park Avenue
New York, NY 10171
suni.harford@ubs.com

Joe Azelby
Head of Real Estate & Private Markets and
Head of Business Development
joe.azelby@ubs.com

Matt Johnson
Head of US Real Estate
UBS Real Estate & Private Markets
matthew-g.johnson@ubs.com

Dear Ms. Harford, Mr. Azelby, and Mr. Johnson:

I write to you today in my own individual capacity as the Treasurer-Tax Collector of Alameda County. I am also the chairperson of the Alameda County Employee Retirement Association (ACERA), but due to public pension meeting constraints, I can only express my individual opinion at this time.

The ACERA Board of Trustees has been closely following UBS's responses to inquiries about the status of the labor dispute at the Baltimore Marriott. The Board appreciated the presence of UBS representatives at a Board meeting in 2018. I was told that UBS staff recently met with hotel employees and that UBS is reporting progress. It appears that this progress at the hotel follows direct engagement by UBS staff with Marriott to resolve the issues at the UBS hotel. I am thus hopeful that your continued efforts will soon produce a settlement of the labor dispute.

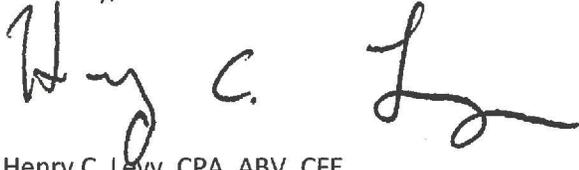
I believe that the Responsible Contractor Policy (RBC), which UBS Realty Investors LLC adopted in 2007, will be effective only if UBS continues to play an active role in problem solving, not only at this particular hotel, but any place where UBS may have similar problems in the future. While periodic reminders to contractors about the policy are appropriate, they can be ineffective if contractors are unwilling to adhere to them. I encourage UBS to add balance and perspective to its reporting by doing its own thorough investigations rather than just accepting reports from its contractors.

ACERA investment staff and the Board rely upon information provided by UBS to make decisions about how risk gets apportioned across our portfolios and to demonstrate to stakeholders that we are applying our own policies and compliance requirements. UBS has widely published information to the market in relation to the integration of ESG across the entirety of its portfolios. If the information is unreliable, we become open to reputational and financial risk where ESG matters have not been handled as we would have expected. Incomplete and inaccurate reports from UBS require us to invest a significant amount of time and resources to conduct our own inquiries.

I join Connecticut Treasurer Wooden in requesting a mid-September meeting to recognize the efforts that your team has made to enforce your Responsible Contractor Policy and to discuss how the firm's work in this area could set standards for best practices for implementing responsible contractor policies. I also think that the ACERA Board would like to meet with you at a future Board meeting to debrief and to discuss how we can continue working together for success.

Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry C. Levy". The signature is fluid and cursive, with the first name "Henry" being the most prominent part.

Henry C. Levy, CPA, ABV, CFE
Treasurer-Tax Collector, Alameda County

CC:

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NEW BUSINESS

7.B. Discussion regarding Fall Board Off-Site/Education Session.



*Office of the Chief Executive Officer
Office of Administration*

DATE: August 20, 2020
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: Board Off-Site Event 2020

Typically, the Board of Retirement has held an Off-Site event in the fall, consisting of presentations, discussion, and information sharing. However, the current COVID-19 pandemic has made in-person gatherings problematic, if not prohibited. I would like to solicit input from the Board on what direction to take regarding this event.

Some options include:

- Cancel the event. Given the proliferation of webinars, on-line content, and virtual conferences, a separate event would perhaps be redundant.
- Schedule educational presentations similar to what would be presented at an Off-Site event for upcoming Board or Committee meetings. I would solicit topic ideas and coordinate these sessions with the Board or Committee Chairs.
- Create a day-long virtual event similar to the Off-Site agenda.

To put this in context, we do have some remaining items on the fall agenda that will be significant, in addition to the typical end of year work, such as the budget adoption. The primary item will be the Triennial Actuarial Experience Study, with recommendations on changes to economic and demographic assumptions. There may also be discussion and decisions related to the recent Supreme Court Decision.

NEW BUSINESS

7.C. Chief Executive Officer's Report.



*Office of the Chief Executive Officer
Office of Administration*

DATE: August 20, 2020
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
Schedule Joint Board of Supervisors and Board of Retirement meeting.	Dave Nelsen	Spring of 2020		The meeting was scheduled for 3/24/2020. It was canceled due to the COVID-19 crisis. This will be rescheduled to a later date.
Develop ACERA Re-Opening Plan.	Dave Nelsen	July 2020		The general guidelines of the plan have been developed and implemented. We are responding to changes as necessary based on new information.

Conference/Event Schedule

None Scheduled.

Other Items

COVID-19 Responses

The current Shelter-in-Place Order remains in place at the time of writing this memo, and will likely remain in place for the remainder of 2020. We have been working with County officials to implement protocols and adjust infrastructure to accommodate protection and safety guidelines for employees and customers. These protocols include but are not limited to the following:

- *Implementing a **daily employee health self-assessment certification** protocol at the worksite, which must be completed by each employee upon entering the worksite.*
- *Requiring **face coverings** to be worn by all individuals within the workspace.*
- *Implementing **physical distancing** requirements at each worksite.*
- *Implementing **cleaning and sanitization** practices for all high-traffic and high-touch areas.*
- *Modifying the reception desk area, break rooms and conference rooms to accommodate physical distancing requirements.*
- *Ensuring PPE is available as needed.*
- *Installing a secure document reception box outside the reception area on the 10th floor to limit customer interaction for routine business.*
- *Installing an electronic sign-in process for customers upon their return to building access.*
- *Installing plexi-glass shields at the front desk area.*

At this point, the majority of team members are working from home. Our on-site presence is limited to mail handling and imaging, IT support, some live phone center operators on Tuesdays and Thursdays, and management. The County continues to support and promote as much work from home activity as your business allows. As always, we are taking into account the safety of our team members and our customers, while still providing value added services.

Pension Administration System Update

The project is continuing. We met a significant number of design milestones at the end of July, and are continuing to refine our distance interactions with project tasks. LRS will begin programming those designs into the software. At this point, we are slightly behind the original project schedule, but are looking for ways to get back on track. These delays are related to all the parties involved working through the distance and virtual processes that had to be developed to accommodate the current circumstances.

Personnel Items and Budget

We are moving forward with filling certain vacancies within the organization, including Retirement Technicians, a Staff Development Specialist, and a Senior Investment Officer. In light of Betty's expected absence, we are timing the Senior Investment Officer recruitment to be completed with Betty's participation when she returns. At this point, it appears that Betty will be out through the month of September. If her absence needs to be extended significantly, we will take a slightly different approach to investment activities as we move forward.

Customer Service Updates

We continue to refine our virtual capabilities to meet our customers' needs. The customer service team members have rolled out Zoom counseling sessions, as well as a large number of on-line options for document management, completion, and transmission. Additionally, call center team members are training on new software to allow live call center management from home. We estimate testing this the week of August 17th and hope to implement expanded live call center hours before the end of the month. During times where calls aren't answered live, we continue to provide same day turnaround on the vast majority of voice mails and emails.

We have not opened the building to on-site customer interactions. We are taking a cautious approach to this step, and are continuing to monitor the feedback from our customers and the severity of the infection rates in our area. We have received very little feedback asking for or expressing frustration about the building not being open to customers. As our customers are primarily current or former public employees, they have expressed an understanding of the safety precautions taken, and an appreciation of the enhanced ability to complete transactions without requiring physical interactions. We have focused on refining our virtual processes and will look at a physical re-opening as need increases and circumstances improve.

CLOSED SESSION

12. CLOSED SESSION:

A. Government Code Section 54956.9(d)(1): Pending litigation (2 matters):

- 1. *Alameda County Deputy Sheriff's Association v. Alameda County Employees' Retirement Association, California Supreme Court Case No. S247095.***
- 2. *Service Appeal of Marguerite Malloy, OAH No. 201909090358. (If necessary due to decisions or information being released in the following matter at the time of the Board meeting.)***

IF THERE ARE ANY MATERIALS TO BE DISTRIBUTED, FOR THE ABOVE-REFERENCED MATTERS, THEY WILL BE DISTRIBUTED UNDER SEPARATE COVER BY THE ACERA LEGAL DEPARTMENT.