



Alameda County Employees' Retirement Association
BOARD OF RETIREMENT

NOTICE and AGENDA

**THIS MEETING WILL BE CONDUCTED VIA TELECONFERENCE
[GOV'T CODE § 54953(e)]**

ACERA MISSION:

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

**Thursday, September 15, 2022
2:00 p.m.**

ZOOM INSTRUCTIONS	BOARD OF RETIREMENT - MEMBERS	
<p>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 Webinar ID: 879 6337 8479 Passcode: 699406 Call-In Number: 1 (669) 900-6833 US For help joining a Zoom meeting, see: https://support.zoom.us/hc/en-us/articles/201362193</p>	JAIME GODFREY	APPOINTED
	CHAIR	
	LIZ KOPPENHAVER	ELECTED RETIRED
	FIRST VICE-CHAIR	
	OPHELIA BASGAL	APPOINTED
	SECOND VICE-CHAIR	
	DALE AMARAL	ELECTED SAFETY
	KEITH CARSON	APPOINTED
	TARRELL GAMBLE	APPOINTED
HENRY LEVY	TREASURER	
KELLIE SIMON	ELECTED GENERAL	
GEORGE WOOD	ELECTED GENERAL	
NANCY REILLY	ALTERNATE RETIRED¹	
DARRYL WALKER	ALTERNATE SAFETY²	

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

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

Note regarding accommodations: 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, and all documents distributed to the Board or a Committee in connection with a public meeting (unless exempt from disclosure), are available online at www.acera.org.

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CONSENT CALENDAR:

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

A. REPORT ON SERVICE RETIREMENTS:

Appendix A

B. LIST OF DEFERRED RETIREMENTS:

Appendix B

C. LIST OF DECEASED MEMBERS:

Appendix C

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

None

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

Appendix E

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

None

G. APPROVE MINUTES of BOARD and COMMITTEE MEETINGS:

*August 18, 2022 Minutes of the Regular Board Meeting
September 7, 2022 Retirees Committee Minutes*

H. MISCELLANEOUS:

- *Proposed Findings Regarding State of Emergency Pursuant to Gov't Code §54953(e)(3): **Staff Recommendation:** The Board finds that it has reconsidered the circumstances of the state of emergency and (1) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (2) state or local officials continue to impose or recommend measures to promote social distancing.*

H. MISCELLANEOUS (Continued):

- *Operating Expenses as of 07/31/22*
- *Approve Staff Recommendation regarding the County of Alameda’s Amendment to Pay Item/Code One Time Special Payment – 718*
- *Approve Staff Recommendation regarding the County of Alameda’s New Pay Item/Code Union Shop Steward/Officers Extended LOA – UNL*
- *Approve Staff Recommendations regarding Superior Court of California’s New Pay Items/Codes:*
 - *Part-Time Court Interpreter – INT11*
 - *Court Interpreter Video Remote Interpreting Region 2 with 25% Premium Pay – INT25*

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

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

5. DISABILITY, DEATH AND OTHER BENEFIT CLAIMS

- A. Service-Connected Disability Retirement Application of Pius Bachan, Deputy Sheriff II for the County of Alameda: Consideration of Hearing Officer’s Proposed Findings of Fact and Recommended Decision, pursuant to Gov’t Code § 31534.

This Item will be addressed in Closed Session, pursuant to Gov’t Code § 54957(b).

6. COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS:

- A. **Retirees:** [See September 7, 2022 Retirees Committee Agenda Packet for public materials related to the below listed items.]
1. Summary of September 7, 2022 Meeting.
 2. Motion to approve offering the optional Silver&Fit benefit for Kaiser Permanente Senior Advantage plan enrollees for the 2023 Plan Year, at an estimated annual cost of \$139,003.
 3. Motion to approve including a \$1,000 hearing aid benefit per ear every 36 months to the Kaiser Permanente non-Medicare coverage for Plan Year 2023.

- B. Investment: [See September 14, 2022 Investment Committee Agenda Packet for public materials related to the below listed items.]**
 - 1. Summary of September 14, 2022 Meeting.
 - 2. Motion to adopt an up to \$55 million investment in Audax Private Equity Fund VII, L.P. as part of ACERA’s Private Equity Portfolio – Buyout, pending completion of Legal and Investment due diligence and successful contract negotiations.
 - 3. Motion to authorize Staff to Issue a Request For Proposal (RFP) for a General Investment Consultant following the Proposed Search Timeline.

- 7. NEW BUSINESS:**
 - A.** Motion to select, and provide direction to, a Trustee to vote ACERA’s Proxy on behalf of the Board of Retirement at the Council of Institutional Investors’ (CII) Fall Conference Business Meeting.
 - B.** Chief Executive Officer’s Report.

- 8. CONFERENCE/ORAL REPORTS**

- 9. ANNOUNCEMENTS**

- 10. BOARD INPUT**

- 11. ESTABLISHMENT OF NEXT MEETING:**
 - Friday, October 14, 2022 at 9:30 a.m. (Special Board Meeting re Strategic Planning Session)**
 - Thursday, October 20, 2022 at 2:00 p.m. (Regular Board Meeting)**

- 12. CLOSED SESSION (see Item 5A).**

- 13. REPORT ON ACTION TAKEN IN CLOSED SESSION (see Item 5A).**

- 14. ADJOURNMENT**

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

ALZONA, Rhett
Effective: 7/23/2022
Zone 7

KING, Sherry
Effective: 7/9/2022
Probation Department

BYRD, Tawanedda
Effective: 7/9/2022
Social Services Agency

LEE, Robert
Effective: 6/11/2022
Health Care Services Agency

CARD, Alena
Effective: 7/9/2022
District Attorney

LOCKARD, Josephine
Effective: 6/25/2022
Probation Department

CASEY, Lisa
Effective: 7/23/2022
Probation Department

MALIN, Christina
Effective: 7/9/2022
Health Care Services Agency

CLARK, Jacqueline
Effective: 6/30/2022
Social Services Agency

MCGUINNESS, Marlene
Effective: 6/25/2022
Auditor-Controller

EJALE, Francisca
Effective: 6/26/2022
Alameda Health System

METH, Ricardo
Effective: 7/25/2022
Information Technology Department

ELDRIDGE, Quamrun
Effective: 7/9/2022
Health Care Services Agency

PATTERSON, Troy
Effective: 7/13/2022
Probation Department

GERONIMO, Juzena
Effective: 7/2/2022
Social Services Agency

PETERS, Robert
Effective: 7/9/2022
Social Services Agency

ISIBOR, Elsie
Effective: 7/9/2022
Alameda Health System

PHAM, Colby
Effective: 6/11/2022
Sheriff's Department

JIMENEZ, Sarah
Effective: 6/4/2022
Health Care Services Agency

REED, Davonna
Effective: 6/25/2022
Social Services Agency

JOHNSON, Sonna
Effective: 7/2/2022
Social Services Agency

RENIGAR, Michelle
Effective: 8/1/2022
Superior Court

KESSLER, Kelley
Effective: 7/5/2022
Social Services Agency

ROSENBERG, Graham
Effective: 7/9/2022
Health Care Services Agency

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

SMITH-WINN, Millie
Effective: 7/7/2022
Superior Court

VALENTIN, Jose
Effective: 5/28/2022
Assessor

SPORER, Karl
Effective: 6/25/2022
Health Care Services Agency

WILLIAMS, Dana
Effective: 6/25/2022
Social Services Agency

SPRINGFIELD, Deborah
Effective: 6/11/2022
Social Services Agency

WRIGHT, Linda
Effective: 3/1/2022
Social Services Agency

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

ABD RAHMAN, Waitun Aidah Binti
Information Technology Department
Effective Date: 7/22/2022

BROWN, Briana
Board of Supervisors
Effective: 7/14/2022

ABSHER, Richard A.
Health Care Services Agency
Effective: 3/18/2022

BUGGS, yler J.
Alameda Health System
Effective: 7/8/2022

ALDERSON, Michelle E.
Social Services Agency
Effective: 6/3/2022

BURROUGHS, Hadley R.
Health Care Services Agency
Effective: 3/25/2022

ALVAREZ, Susana
Social Services Agency
Effective: 5/13/2022

CHEN, Frances F.
County Counsel
Effective: 7/29/2022

ANTHONY, Devin
Social Services Agency
Effective: 3/14/2022

CHOI, Gan Wha
Health Care Services Agency
Effective: 7/8/2022

BEAMAN, Audrey A.
County Counsel
Effective: 8/5/2022

CHU, Chiu Ming
Treasurer-Tax Collector
Effective: 8/5/2022

BLACK, Jenna M.
Sheriff's Department
Effective: 7/23/2022

CHURCH, Tamara Shri C.
Zone 7
Effective: 6/10/2022

BLYTHE, Alexandria G.
Public Defender
Effective: 6/3/2022

COLEMAN, Rebecca G.
Community Development Agency
Effective: 6/24/2022

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

CORTES, Sarah M.
Social Services Agency
Effective: 5/13/2022

GIL, Jesenia J.
Social Services Agency
Effective: 3/18/2022

DAVIS, Denee A.
Social Services Agency
Effective: 6/24/2022

GROVE, Jesse B.
Public Defender
Effective: 3/18/2022

DAVIS, Jonahthan B.
Health Care Services Agency
Effective: 7/19/2022

GUZMAN GUERRERO, Denisse E.
Human Resource Services
Effective: 7/11/2022

DEL CID, Jesenia D.
Social Services Agency
Effective: 6/10/2022

HADJARZADEH, Hedayat
General Services Agency
Effective: 6/3/2022

DORADO, Sarah M.
Alameda Health System
Effective: 7/1/2022

HAULK, Jennifer L.
County Counsel
Effective: 6/30/2022

DOUGLAS, Robert B.
Health Care Services Agency
Effective: 7/12/2022

HUANG, Wendy
Health Care Services Agency
Effective: 7/8/2022

DURAN-PEREDA, Ariana E.
Auditor-Controller
Effective: 6/30/2022

ISHII, Emma F.
Board of Supervisors
Effective: 7/21/2022

EVANS, Caroline R.
Social Services Agency
Effective: 6/30/2022

ISORDA, Rodney B.
Alameda Health System
Effective: 3/11/2022

FAROLE, Deana Annette
Superior Court
Effective: 6/3/2022

JONES, Chalada A.
Alameda Health System
Effective: 6/19/2022

FISHER, Diane C.
Health Care Services Agency
Effective: 4/1/2022

KC, Suvi S.
Alameda Health System
Effective: 7/4/2022

FORT, Jessica K.
Probation Department
Effective: 7/8/2022

KUMAR, Ranjani
Alameda Health System
Effective: 7/9/2022

APPENDIX B
LIST OF DEFERRED RETIREMENTS

LEE, Kelly L.
Alameda Health System
Effective: 6/24/2022

LI, Dan Ping
Alameda Health System
Effective Date: 5/31/2022

LO, Dong Venh
Sheriff's Department
Effective: 7/9/2022

LUBINSKY, Amy M
Alameda Health System
Effective: 7/15/2022

LY, Daivy
Sheriff's Department
Effective: 7/9/2022

MARQUEZ, Tricia A.
Department of Child Support Services
Effective: 7/22/2022

MENDOZA, Alejandra
Social Services Agency
Effective: 6/17/2022

MIELCAREK, Camden T.
Zone 7
Effective: 7/8/2022

MONROE, Lisa E.
Alameda Health System
Effective: 7/8/2022

MOORE, Artishia J.
Alameda Health System
Effective: 6/25/2022

NGUYEN, Tyler
Superior Court
Effective: 7/13/2022

NUMERA, Lealoa C.
First 5
Effective: 7/5/2022

OLIVER, Loretha N.
Social Services Agency
Effective: 7/8/2022

PIMWONG, Jasmine C.
District Attorney
Effective: 7/19/2022

QUACH, Josephine M.
Auditor-Controller
Effective: 7/15/2022

RAMIREZ, Theresa M.
Health Care Services Agency
Effective: 6/30/2022

RAMOS, Maria L.
Alameda Health System
Effective: 6/24/2022

ROBINSON, Katherine M.
Adult & Aging Services
Effective: 7/20/2022

SAMBRANO, Jose W.
Alameda Health System
Effective: 4/8/2022

SARMIENTO, Loraine R.
Social Services Agency
Effective: 6/30/2022

SHANNON, Megan
LARPD
Effective: 4/15/2022

SHAUVIN, Jamie E.
Alameda Health System
Effective: 4/15/2022

SIMPSON, Tameka
Alameda Health System
Effective: 5/12/2022

SPICER-WILSON, Stephanie M.
Child Support Services
Effective: 5/31/2022

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

STIMACH, Sol Y.
District Attorney
Effective: 8/5/2022

TURNER, Dajuana Y.
Superior Court
Effective: 4/4/2022

SULLIVAN, Kirk M.
District Attorney
Effective: 6/17/2022

VOHRA, Ila
Social Services Agency
Effective: 6/17/2022

THIYAGARAJAN, Venkateshan
Information Technology Department
Effective: 7/18/2022

VUONG, John
Alameda Health System
Effective: 6/10/2022

TRUONG, Dao H.
Alameda Health System
Effective: 8/6/2022

WILSON, Javarre C.
Health Care Services Agency
Effective: 7/19/2022

TUNG, Nancy H.
District Attorney
Effective: 7/29/2022

YUEN, Wing N.
Health Care Services Agency
Effective: 8/2/2022

**APPENDIX C
LIST OF DECEASED MEMBERS**

BONESTEEL, Suzanne
Social Services Agency
7/30/2022

HENDERSON, Robert
Social Services Agency
8/4/2022

COSBY, Clara
Public Health
7/23/2022

HIGGINS, Carolyn
Health Care Services Agency
8/7/2022

DANIELSON, Lois
Non-Mbr Survivor of Laurence Danielson
7/22/2022

KING, Sonja
Probation Department
6/4/2022

DAVIS, Darrell
Superior Court
8/13/2022

KYRIACOS, Kenneth
Sheriff's Department
8/14/2022

FOLEY, Rosita
Health Care Services Agency
8/4/2022

LEWIS, John
District Attorney
8/17/2022

GRAUMANN, Terri
Public Works Agency
7/30/2022

LUONG, Selina
Social Services Agency
8/16/2022

**APPENDIX C
LIST OF DECEASED MEMBERS**

MELODY, Vivian
Non-Mbr Survivor of Robert Melody
7/31/2022

SANDERS, Carolyn
Probation Department
7/19/2022

MERCADO, Zenaida
Non-Mbr Survivor of Conrado Mercado
7/24/2022

SCOTT, Dennis
Health Care Services Agency
8/13/2022

MOOREHEAD, Debra
General Services Agency
6/9/2022

SPIKES, Cecile
Social Services Agency
8/22/2022

MORANTON, Odette
Non-Mbr Survivor of Marcel Moranton
8/8/2022

SWENSON, Erik
Public Defender
7/22/2022

MOYA, Manuel
Sheriff's Department
6/26/2022

THOMPSON, Marjorie
Probation Department
7/9/2022

MUTCH, Donald
Social Services Agency
8/11/2022

TIU, Socorro
Alameda Health System
7/23/2022

OSHEROFF, Carolyn
Non-Mbr Survivor of Gregory Osheroff
8/3/2022

WOHLFROM, Marian
Alameda Health System
7/31/2022

RIDEOUT-HARVEY, Ayda
Alameda Health System
7/16/2022

WOLFE, Michael
Public Works Agency
7/10/2022

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

Name: Alizio, David
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. Alizio’s application for a service-connected disability, and waiving future annual medical examinations and questionnaires.

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

Name: Carrigan, Kendall
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. Carrigan application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

Name: Costanzo, Josephine
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. Costanzo application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.
Based on the Medical Advisor’s and Staff’s review and determination of Ms. Costanzo’s ability to determine the permanency of her incapacity, to grant Ms. Costanzo’s request for an earlier effective date.

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

Name: **Ladner, 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. Ladner's application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

Name: **Mc Comas, Justin**
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. Mc Comas's application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

Name: **Thomas, Tiffany**
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. Thomas application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

August 18, 2022
Minutes of the Regular Board Meeting
For approval under September 14, 2022
Board “Consent Calendar”



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
BOARD OF RETIREMENT
MINUTES

THIS MEETING WAS CONDUCTED VIA TELECONFERENCE WITH VIDEO

Thursday, August 18, 2022

Chair Jaime Godfrey called the meeting to order at 2:00 p.m.

Trustees Present: Dale Amaral
Ophelia Basgal
Tarrell Gamble (*Arrived After Roll Call*)
Jaime Godfrey
Liz Koppenhaver
Henry Levy
Kellie Simon
Darryl Walker (*Alternate*)

Trustees Excused: Keith Carson
George Wood
Nancy Reilly (*Alternate*)

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

Staff Excused: Betty Tse, Chief Investment Officer

Chair Godfrey took the agenda items in the following order, without objection, to provide for more time to present the medical plan renewal rates for the 2023 Plan Year and to discuss the Dutra Appeal: **1) Public Comment; 2) New Business Action Items; 3) Consent Calendar; 4) Dutra Appeal; and 5) Committee Reports.**

PUBLIC INPUT

Mr. Sami Bourma and Ms. Roslyn Gadley, tenants of the Southern Towers Apartments in Alexandria, VA (owned and operated by CIM), voiced their concerns regarding the adverse living conditions in the apartments. The tenants believed that ACERA was an investor in these apartments through CIM and requested that ACERA reconsider making any future investments in CIM. ACERA Investment Officers Thomas Taylor and Clint Kuboyama reported that ACERA is invested in CIM VI (circa 2012) and CIM Infrastructure II (circa 2016). The Southern Towers Apartments is an investment in another, completely separate limited partnership: CIM IX. While CIM VI owns multifamily residence in a different state, it is unwinding its operations. CIM Infrastructure II does not include multi-family residential properties and/or residential real estate. The Board was empathetic to the tenants, but explained that there was nothing it could do under the circumstances.

NEW BUSINESS:

Report on renewal of Alameda County’s Medical Plan Contracts for the 2023 Plan Year, to Include Information Regarding Renewal Rates and Plan Coverage

Assistant Chief Executive Officer Kathy Foster introduced Senior Principle Ryan Olson of Korn Ferry (the County’s Benefits Consultant) and Mr. Olson’s colleague, Dan Low. Steve Murphy, ACERA’s Benefits Consultant, was also present at today’s meeting. Ms. Foster stated that Staff recently received the benefit plan renewal rates and that today’s presentation only covers the current coverage, with no benefit changes. However, if Kaiser makes any changes to coverage, those changes will be presented at next month’s Retirees Committee meeting. Mr. Olsen presented a high-level overview of the benefit renewal rates and out of pocket costs for Plan Year 2023 and reported that the overall blended rate increase for Kaiser was 7.81% and the rate increase for UHC was 9.0% for SV and 8.0% for SVA. Ms. Foster explained that Kaiser charges ACERA for 153 retired safety members, who were not eligible for Medicare at the time of retirement, a Surcharge Buy-Out and that those safety members are grandfathered into the Non-Medicare Early Retiree Plan. Staff will conduct an audit to determine how many of the 153 safety members are still on the list. Detailed information regarding the benefit renewal rates for Plan Year 2023 can be found in the August 18, 2022 Board Packet.

Staff received the benefit renewal rates for Plan Year 2023 and continues to recommend to the Board that it increase the 2023 Monthly Medical Allowance (MMA) for eligible retirees for the following Medical Plans: **1) Group; 2) Early Retiree Individual; and 3) Medicare Eligible Retiree Individual.** The following motions were made:

22-43

It was moved by Liz Koppenhaver and seconded by Kellie Simon that the Board increase the 2023 Group Plan Monthly Medical Allowance (MMA) by 3.25% for eligible retirees in the group plans, in accordance with the substantive plan definition adopted under GASB 43 equal to 50% of the rate of health care inflation assumptions provided by ACERA's actuary, which results in a MMA maximum of \$616.12 for the Plan Year 2023. 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 7 yes (*Amaral, Basgal, Godfrey, Koppenhaver, Levy, Simon, Walker*), 0 no, and 0 abstentions. *Trustee Gamble was not present for the vote on the motion.*

22-44

It was moved by Darryl Walker and seconded by Dale Amaral that the Board increase the 2023 Individual Plan Monthly Medical Allowance (MMA) by 3.25% for eligible qualified early (non-Medicare) retirees enrolled in individual plans through the Health Exchange, in accordance with the substantive plan definition adopted under GASB 43 equal to 50% of the rate of health care inflation assumptions provided by ACERA's actuary, which results in a MMA maximum of \$616.12 for Plan Year 2023. 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 8 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, Walker*), 0 no, and 0 abstentions.

22-45

It was moved by Kellie Simon and seconded by Ophelia Basgal that the Board increase the 2023 Individual Plan Monthly Medical Allowance (MMA) by 3.25% for qualified Medicare eligible retirees enrolled in individual plans through the Medicare Exchange, in accordance with the substantive plan definition adopted under GASB 43 equal to 50% of the rate of health care inflation assumptions provided by ACERA's actuary, which results in a MMA maximum of \$471.99 for Plan Year 2023. 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 8 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, Walker*), 0 no, and 0 abstentions.

CONSENT CALENDAR
REPORTS AND ACTION ITEMS

REPORT ON SERVICE RETIREMENTS

Appendix A

LIST OF DEFERRED RETIREMENTS

Appendix B

LIST OF DECEASED MEMBERS

Appendix C

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

None

APPROVE UNCONTESTED STAFF RECOMMENDATIONS ON DISABILITY RETIREMENTS AND DEATH BENEFITS

Appendix E

APPROVE UNCONTESTED HEARING OFFICER RECOMMENDATIONS FOR DISABILITY RETIREMENTS AND DEATH BENEFITS

None

APPROVE MINUTES of BOARD and COMMITTEE MEETINGS

July 21, 2022 Minutes of the Regular Board Meeting

August 3, 2022 Operations Committee Minutes

August 3, 2022 Retirees Committee Minutes

August 3, 2022 Governance Committee Minutes

August 10, 2022 Investment Committee Minutes

MISCELLANEOUS

- *Proposed Findings Regarding State of Emergency Pursuant to Gov't Code § 54953(e)(3): **Staff Recommendation:** The Board finds that it has reconsidered the circumstances of the state of emergency and (1) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (2) state or local officials continue to impose or recommend measures to promote social distancing.*
- *Quarterly Report on Member Underpayments and Overpayments*
- *2nd Quarter 2022 Call Center Report*
- *Approve Staff Recommendations regarding County of Alameda's New Pay Items/Codes:*
 - *One Time Special Payment – 718*
 - *Lead Responsibilities-Alameda County Behavioral Health Vocational Services Division – 42V*

22-46

It was moved by Ophelia Basgal and seconded by Liz Koppenhaver that the Board adopt the Consent Calendar. The motion carried 8 yes (Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, Walker), 0 no, and 0 abstentions.

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

DISABILITY, DEATH AND OTHER BENEFIT CLAIMS

Member Joe Dutra’s Claim for Retroactive MBRP Benefits.

This item was addressed in Open Session (materials are included in the public agenda packet), but the Board also went into Closed Session to receive advice from counsel, per Gov’t Code § 54956.9(d)(2).

Chief Executive Officer Dave Nelsen reported that Mr. Joe Dutra, who was present at today’s meeting, is appealing Mr. Nelsen’s ruling to deny Mr. Dutra’s request to receive retroactive pay him under the Medicare Part B Reimbursement Plan (MBRP). Mr. Nelsen reported that at the time of eligibility, Mr. Dutra had not provided ACERA with all the necessary information/documentation required to prove he had enrolled in Medicare. Mr. Dutra eventually provided ACERA with proof of enrollment and was informed he would receive reimbursement. However, Mr. Dutra did not receive the benefit retroactively. Mr. Nelsen explained that ACERA’s policy/practice does not allow for retroactive payment for the MBRP Benefit, although the Board has discretion over the rules for MBRP payments. Mr. Dutra explained that he did not know the MBRP procedure and that ACERA Staff did not follow-up with him; therefore, he assumed he did not qualify for the MBRP benefit. Mr. Dutra acknowledged that he checked the box on his MBRP Application indicating he had applied for Medicare Part B and was waiting to receive his Medicare Card. After Staff and Mr. Dutra responded to Trustees’ questions, the Board and Ms. Dunning adjourned into Closed Session.

The Board reconvened into Open Session and the following Trustees returned:
Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, and Walker

Chair Godfrey stated that the Board took no reportable action on the Joe Dutra Claim. However, Legal Counsel will follow-up with Mr. Dutra.

COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS

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

Operations:

Ophelia Basgal gave an oral report stating that the Operations Committee met on August 3, 2022 and that there were no action items. However, Staff reported on the following Information Items as of 06/30/2022 at the Operations Committee meeting: **1)** Operating Expenses; **2)** Quarterly Financial Statements; **3)** Quarterly Cash Forecast Report; **4)** Board Member Conference Expense Report; **5)** Senior Manager Conference and Training Expense Report; **6)** Mid-Year review of 2022 ACERA Operating Expense Budget; and **7)** Findings to increase voter turnout for the Board of Retirement Election.

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

Retirees:

Liz Koppenhaver gave an oral report stating that the Retirees Committee met on August 3, 2022 and that the Committee was presented with benefit enhancement options to the Delta Dental PPO Plan for 2023.

22-47

It was moved by Liz Koppenhaver and seconded by Dale Amaral that the Board approve the inclusion of the diagnostic and preventive services waiver, and increase the annual benefit maximum from \$1,000 to \$1,300 for the Premier and Non-Contracted providers. The motion carried 8 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, Walker*), 0 no, and 0 abstentions.

Trustee Koppenhaver further reported that the Committee was presented with information for both the Dental and Vision Plan contributions for the Plan Year 2023.

22-48

It was moved by Liz Koppenhaver and seconded by Ophelia Basgal that the Board continue the dental plan contributions for Plan Year 2023, which provides a monthly subsidy equal to the single-party dental plan coverage premium of \$51.24, an increase of 16.1% over the current rate, 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 8 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, Walker*), 0 no, and 0 abstentions.

22-49

It was moved by Liz Koppenhaver and seconded by Kellie Simon that the Board continue the vision plan contributions for Plan Year 2023, which provides a monthly subsidy equal to the single-party vision plan coverage premium of \$4.63, an increase of 16.6 % over the current rate, 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 8 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon, Walker*), 0 no, and 0 abstentions.

Chair Godfrey reminded the Board that the Retirees Committee was also presented with enhancement options to the Vision Plans for 2023 by adding UV coating and polycarbonate lenses and increasing the frame allowance.

22-50

It was moved by Jaime Godfrey and seconded by Liz Koppenhaver that the Board approve adding UV coating and polycarbonate lenses and increasing the frame allowance. The motion carried 7 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon*), 0 no, and 0 abstentions. *Trustee Walker was not present for the vote on the motion.*

Staff reported on the following Information Items at the Retirees Committee meeting:
1) Review of Dental and Vision Plans Enhancements and Premiums for 2023; and
2) Miscellaneous Updates.

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

Governance:

Vice-Chair Kellie Simon gave an oral report stating that the Governance Committee met on August 3, 2022 and that the Committee discussed Staff's proposed revisions to the 1) *Board of Retirement Charter*; 2) *Board Policy Development Process*; and 3) *Remote Access to Meetings Policy*. The following motions were made:

22-51

It was moved by Kellie Simon and seconded by Ophelia Basgal that the Board adopt the revisions to the *Board of Retirement Charter*, as shown in the redline in the Governance Committee agenda packet. The motion carried 7 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon*), 0 no, and 0 abstentions. *Trustee Walker was not present for the vote on the motion.*

22-52

It was moved by Kellie Simon and seconded by Ophelia Basgal that the Board adopt the revisions to the *Board Policy Development Process*, as shown in the redline in the Governance Committee agenda packet. The motion carried 7 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon*), 0 no, and 0 abstentions. *Trustee Walker was not present for the vote on the motion.*

22-53

It was moved by Kellie Simon and seconded by Liz Koppenhaver that the Board adopt the revisions to the *Remote Access to Meetings Policy*, as shown in the redline in the Governance Committee agenda packet. The motion carried 7 yes (*Amaral, Basgal, Gamble, Godfrey, Koppenhaver, Levy, Simon*), 0 no, and 0 abstentions. *Trustee Walker was not present for the vote on the motion.*

Mr. Rieger reported that the Committee also directed staff to present a proposed *Reciprocity Policy* for consideration at a future Operations Committee meeting.

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

Investment:

Tarrell Gamble gave an oral report stating that the Investment Committee met on August 10, 2022 and that there were no action items. However, Staff reported on the following Information Items for the Period Ending March 31, 2022 at the Investment Committee meeting: **1)** Semiannual Performance Review for: **a)** Real Estate; and **b)** Total Fund Review Highlighting Public Markets Asset Classes and Absolute Return; **2)** Status Update for the Rebalancing Consultant Services; and **3)** a Request For Proposal (RFP) for a General Investment Consultant.

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

David Nelsen, Chief Executive Officer's Report

Chief Executive Officer Dave Nelsen presented his August 18, 2022 written CEO Report which provided an update on: **1)** Senior Management Recruitment; **2)** Committee and Board Action Items; **3)** Conference/Event Schedule; **4)** Other Items: **a)** COVID-19 Responses; **b)** Pension Administration System Project; **c)** Legislative Items; **d)** Strategic Planning; **e)** and **5)** Key Performance Indicators.

Mr. Nelsen reported per ACERA's negotiated Reopening Plan, ACERA will allow walk-in appointments for members on Tuesdays and Thursdays starting on Monday, August 22, 2022 and that there is adequate Staff on-site to assist those members. Mr. Nelsen announced that ACERA only had one appointment scheduled last month and that members have been very comfortable meeting virtually for their appointments, etc.

Mr. Nelsen will follow-up with CalPERS CEO Marcie Frost to obtain information on some of the items she discussed during her presentation at the July 21, 2022 Board meeting.

CONFERENCE/ORAL REPORTS

None.

ANNOUNCEMENTS

During this portion of today's meeting, Trustee Basgal complimented Staff on the great job they did with ACERA's Popular Annual Financial Reports (PAFR).

BOARD INPUT

None.

To view the August 18, 2022 Board meeting in its entirety, click on the link below:
<https://youtu.be/aw3FT5hyY6o>.

ADJOURNMENT

The meeting was adjourned at approximately 4:28 p.m.

Respectfully Submitted,



David Nelsen
Chief Executive Officer

09/15/22

Date Adopted

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

AMENAGHAWON, Ifaluyi
Effective: 6/1/2022
Alameda Health System

LANUM, Georgia
Effective: 5/19/2022
Health Care Services Agency

BREWER, Beverly
Effective: 6/3/2022
Community Development Agency

MAREZ, Lee
Effective: 4/30/2022
Probation Department

CERF, Rosana
Effective: 5/28/2022
Alameda Health System

MATHEW, Raju
Effective: 5/28/2022
Health Care Services Agency

CERVANTEZ, Peggy
Effective: 5/28/2022
Sheriff's Department

MEDIRAN, Clipseo
Effective: 5/28/2022
General Services Agency

CHERRY, Bernice
Effective: 5/16/2022
Social Services Agency

NGUYEN, Tam
Effective: 4/1/2022
Public Works Agency

FARROW, Catherine
Effective: 6/21/2022
Community Development Agency

PERRY, Kristin
Effective: 5/16/2022
Social Services Agency

HERRERA, Elizabeth
Effective: 5/30/2022
Alameda Health System

REID, Shajauana
Effective: 5/28/2022
Social Services Agency

HOANG, Viet
Effective: 5/28/2022
Social Services Agency

RESENDES, Greg
Effective: 6/8/2022
Sheriff's Department

HORN, Darren
Effective: 5/28/2022
Probation Department

REYES, Betty
Effective: 6/11/2022
Probation Department

KAETZEL, Thomas
Effective: 7/2/2022
General Services Agency

REYES, Rolando
Effective: 6/1/2022
Alameda Health System

KATZ, Linda
Effective: 6/3/2022
County Administrator

RITTER, Penny
Effective: 7/1/2022
Sheriff's Department

LADNER, Michael
Effective: 5/28/2022
Sheriff's Department

ROTH, Nancy
Effective: 6/25/2022
Health Care Services Agency

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

SEYMAN, John
Effective: 4/28/2022
County Counsel

SUTTON, John
Effective: 6/11/2022
Health Care Services Agency

SUAREZ, Manuel
Effective: 6/1/2022
General Services Agency

TORRES, Leticia
Effective: 6/18/2022
Alameda Health System

WHITMORE, Sara
Effective: 5/28/2022
Public Defender

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

BAUMAN, Ryan
Sheriff's Department
Effective Date: 6/10/2022

GOMBODORJ, Baatar
Health Care Services Agency
Effective: 6/24/2022

BOER, Kristin
Health Care Services Agency
Effective: 6/24/2022

GREGG, Misty
District Attorney
Effective: 6/24/2022

BUSBY, Scott
Sheriff's Department
Effective: 6/25/2022

GUZMAN, Vivian
Alameda Health System
Effective: 5/10/2022

CHEUNG, Eugene
Alameda Health System
Effective: 6/6/2022

HOLLAND, Kenitra
District Attorney
Effective: 6/9/2022

EMOLE, Joy
Social Services Agency
Effective: 6/7/2022

HOPKINS-DICOCHEA, Mavia
Superior Court
Effective: 6/8/2022

ESGUERRA, Michelle
Superior Court
Effective: 6/7/2022

INTERIANO, Gloria
Alameda Health System
Effective: 6/10/2022

GALINDO, Emily
Sheriff's Department
Effective: 6/23/2022

JACKSON, Ramsey
Sheriff's Department
Effective: 6/9/2022

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

JOHNSON, Alysia
Social Services Agency
Effective: 6/10/2022

RENDON, Ryan
Probation Department
Effective: 6/16/2022

KANG, Samuel
Auditor-Controller
Effective: 6/20/2022

RIVERA, Beatrice
Alameda Health System
Effective: 5/25/2022

KHAN, Muhammad Uzair
Retirement (ACERA)
Effective: 6/24/2022

ROLLINS, Lindsey
Sheriff's Department
Effective: 5/25/2022

LEE, Aaron
Auditor-Controller
Effective: 6/7/2022

SEN, Trisha
Superior Court
Effective: 3/11/2022

LOPEZ, Miguel
Health Care Services Agency
Effective: 6/25/2022

SIMPSON, Tameka
Alameda Health System
Effective: 5/12/2022

MANALAC, Kaela Chanel
Alameda Health System
Effective: 6/12/2022

SMITH, Larry
Auditor-Controller
Effective: 6/10/2022

MANNING, Alisha
Probation Department
Effective: 5/27/2022

SPICER-WILSON, Stephanie
Department of Child Support Services
Effective: 5/31/2022

NGUYEN, Hung
Social Services Agency
Effective: 4/15/2022

SULLIVAN, Kirk
District Attorney
Effective: 6/17/2022

ODONOGHUE, Megan
Human Resource Services
Effective: 6/3/2022

THOMAS, Troy
District Attorney
Effective: 5/27/2022

PAULOS, Joshua
Health Care Services Agency
Effective: 6/24/2022

THORNBERRY, Theresa
Auditor-Controller
Effective: 6/21/2022

RAMIREZ, Evelin
Superior Court
Effective: 5/31/2022

TIMPANE, Colleen
Alameda Health System
Effective: 6/3/2022

REED, Hannah
County Counsel
Effective: 5/31/2022

TRAYNOR, Jessica
Zone 7
Effective: 6/17/2022

APPENDIX B
LIST OF DEFERRED RETIREMENTS

VINGUA, Vonnell
Alameda Health System
Effective: 6/17/2022

WASHINGTON, Daryl
Superior Court
Effective Date: 6/17/2022

VUONG, John
Alameda Health System
Effective: 6/10/2022

WIGGINS, Tasia
District Attorney
Effective: 6/10/2022

YANEZ, Guadalupe
Health Care Services Agency
Effective: 6/17/2022

APPENDIX C
LIST OF DECEASED MEMBERS

BARAKOS, Maria
Non-Mbr Survivor of Spiro Barakos
7/9/2022

HINDERLIE, Norma
Non-Mbr DRO of Thomas Hinderlie
7/4/2022

CRAIN, Johnny
Non-Mbr Survivor of Dorothy Crain
6/13/2022

JACKSON, Mary
Social Services Agency
7/9/2022

DYER, Evelyn
Non-Mbr Survivor of Glenn Dyer
6/12/2022

JAMES, Vera
Health Care Services Agency
6/19/2022

FISHER, Lynda
Alameda Health System
6/25/2022

KINNAIRD Lucy
Social Services Agency
7/16/2022

GOUVEIA, Gerald
Superior Court
7/18/2022

LUTZ, Carol
Non-Mbr Survivor of Donald Lutz
7/18/2022

HALLERT, Kathleen
Non-Mbr DRO of Richard Hallert
7/21/2022

MARSHALL, Wanda
Social Services Agency
5/11/2022

HANSON, Maxine
Social Services Agency
6/24/2022

MARTINEAU, Evan
Health Care Services Agency
7/23/2022

HARMEYER, Mary
Non-Mbr Survivor of Joseph Harmeyer
6/26/2022

MATSLER, David
Probation Department
7/10/2022

**APPENDIX C
LIST OF DECEASED MEMBERS**

MELVIN, Mary
Social Services Agency
7/7/2022

SMALLEY, Ronald
Public Works Agency
7/13/2022

MILLS, Anne
Superior Court
7/8/2022

SMALLWOOD, William
Public Works Agency
6/30/2022

MONTEMAYOR, Zenaida
Treasurer-Tax Collector
6/29/2022

TEJADA, Peter
Probation Department
6/23/2022

NEARY, Elizabeth
Health Care Services Agency
7/19/2022

WATKINS, Roslyn
Sheriff's Department
7/14/2022

SANTANA, Doris
Non-Mbr Survivor of Charles Santana
6/21/2022

WELLS, Douglas
Public Works Agency
7/7/2022

SHIRASAWA, Takeo
Health Care Services Agency
6/23/2022

WOODARD, Warren
Probation Department
6/6/2022

ZIEHN, Doris
Non-Mbr Survivor of Herbert Ziehn
6/26/2022

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

Name: Cervantez, Peggy
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. Cervantez's application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

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

Name: Guerrero, Susana
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. Guerrero's application for a service-connected disability, and waiving future annual medical examinations and questionnaires at this time.

Based on the Medical Advisor's and Staff's review and determination of Ms. Guerrero's ability to determine the permanency of her incapacity, to deny Ms. Guerrero's request for an earlier effective date.

Name: Humphries, William
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. Humphries application for a service-connected disability, and waiving future annual medical examinations and questionnaires.

**September 7, 2022
Retirees Committee Minutes
For approval under September 15, 2022
Board “Consent Calendar”**

**The September 7, 2022
Retirees Committee Minutes
will be distributed under separate cover**

September 14, 2022
Investment Committee Minutes
For approval under October 20, 2022
Board “Consent Calendar”

CONSENT CALENDAR ITEM

**Operating Expenses and Budget
Summary as of 7/31/22**



MEMORANDUM TO THE OPERATIONS COMMITTEE

DATE: September 15, 2022

TO: Members of the Board of Retirement DS
EH

FROM: Erica Haywood, Fiscal Services Officer

SUBJECT: Operating Expenses and Budget Summary for the period ended July 31, 2022

ACERA's operating expenses are \$1,048K under budget for the period ended July 31, 2022. Budget overages and surpluses worth noting are as follows:

Budget Overages

1. *Depreciation*: Depreciation is \$5K over budget.

Budget Surpluses

2. *Staffing*: Staffing is \$703K under budget. This amount comprises surpluses in staff vacancies of (\$210K), and fringe benefits of (\$577K), offset by an overage in temporary staffing of \$84K due to some vacant positions filled by temporary staff.
3. *Staff Development*: Staff Development is \$28K under budget due to savings from unattended staff trainings and conferences.
4. *Professional Fees*: Professional Fees are \$48K under budget. This amount comprises an overage in actuarial fees of \$8K, offset by surpluses in legal fees of (\$54K), and operations consultant fees of (\$2K).
5. *Office Expense*: Office Expense is \$125K under budget. This amount comprises surpluses in printing and postage of (\$8K) and office maintenance and supplies of (\$27K) both due to savings in usage, communication expenses of (\$27K), building expenses of (\$44K), minor equipment and furniture of (\$8K), and equipment lease and maintenance of (\$11K).
6. *Member Services*: Member Services are \$11K under budget. This amount comprises surpluses in disability legal arbitration and transcripts of (\$11K), disability medical expense of (\$8K), and member training and education of (\$3K), offset by overages in members printing and postage of \$6K, and health reimbursement account of \$5K.
7. *Systems*: Systems are \$61K under budget. This amount comprises surpluses in software maintenance and support of (\$58K), county data processing of (\$4K), business continuity expense of (\$6K), offset by overage in minor computer hardware of \$7K.
8. *Board of Retirement*: Board of Retirement is \$75K under budget. This amount comprises surpluses in board conferences and trainings of (\$75K) mainly due to unattended trainings and conferences, board miscellaneous expenses of (\$7K), and board compensation of (\$3K), offset by an overage in board employer reimbursement of \$6K, and board election of \$4K.

Staffing Detail

Vacant positions as of July 31, 2022:

Department	Position	Qty	Comments
Administration	Clerk II	1	Vacant - currently budgeted for the year
Benefits	Senior Retirement Technician	2	Vacant - currently budgeted for the year
Fiscal Services	Retirement Accountant III	1	Vacant - currently budgeted for the year
Investments	Investment Analyst	1	Vacant - currently budgeted for the year
Total Positions		5	

Pension Administration System Project - as of July 31, 2022					
	Year-To-Date			2022 Budget	2019-21 Actual
	Actual	Budget	Variance		
Consultant Fees					
Levi, Ray and Shoup	28,337	262,500	(234,163)	525,000	2,041,606
Segal	184,490	239,167	(54,677)	410,000	1,203,390
Other expenses	-	-	-	-	1,500
Leap Technologies	-	-	-	-	98,970
Total	212,827	545,417	(332,589)	935,000	3,345,466
Staffing	376,178	412,417	(36,239)	707,000	1,515,887
TOTAL	589,005	957,833	(368,828)	1,642,000	4,861,353

Attachments:

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



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

TOTAL OPERATING EXPENSES SUMMARY

YEAR TO DATE - ACTUAL VS. BUDGET					
<u>July 31, 2022</u>					
	Actual	Budget	YTD	2022	% Actual to
	<u>Year-To-Date</u>	<u>Year-To-Date</u>	<u>Variance</u>	<u>Annual</u>	<u>Annual Budget</u>
			<u>(Under)/Over</u>	<u>Budget</u>	
Staffing	\$ 9,070,590	\$ 9,773,810	\$ (703,220)	\$ 16,941,000	53.5%
Staff Development	140,154	168,340	(28,186)	279,000	50.2%
Professional Fees (Next Page)	759,178	806,840	(47,662)	1,146,000	66.2%
Office Expense	263,677	388,930	(125,253)	659,000	40.0%
Insurance	312,641	313,540	(899)	550,000	56.8%
Member Services	183,807	194,920	(11,113)	393,000	46.8%
Systems	655,275	716,680	(61,405)	1,207,000	54.3%
Depreciation	72,313	67,510	4,803	114,000	63.4%
Board of Retirement	306,802	382,200	(75,398)	656,000	46.8%
Uncollectable Benefit Payments	-	-	-	56,000	0.0%
Total Operating Expense	\$ 11,764,437	\$ 12,812,770	\$ (1,048,333)	\$ 22,001,000	53.5%



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
PROFESSIONAL FEES

YEAR TO DATE - ACTUAL VS. BUDGET

July 31, 2022

	<i>Actual</i> <u>Year-To-Date</u>	<i>Budget</i> <u>Year-To-Date</u>	<i>YTD Variance</i> <u>(Under)/Over</u>	<i>2022</i> <u>Annual</u> <u>Budget</u>	<i>% Actual to</i> <u>Annual Budget</u>
Professional Fees					
Consultant Fees - Operations and Projects ¹	\$ 242,617	\$ 244,700	\$ (2,083)	\$ 384,000	63.2%
Actuarial Fees ²	311,112	303,200	7,912	420,000	74.1%
External Audit ³	142,000	142,000	-	142,000	100.0%
Legal Fees ⁴	63,449	116,940	(53,491)	200,000	31.7%
Total Professional Fees	\$ 759,178	\$ 806,840	\$ (47,662)	\$ 1,146,000	66.2%

	<i>Actual</i> <u>Year-To-Date</u>	<i>Budget</i> <u>Year-To-Date</u>	<i>YTD Variance</i> <u>(Under)/Over</u>	<i>2022 Annual</i> <u>Budget</u>	<i>% Actual to</i> <u>Annual Budget</u>
¹ CONSULTANT FEES - OPERATIONS AND PROJECTS:					
Administration					
<i>Banking transition consultant fees</i>	50,000	50,000	-	50,000	100.0%
<i>Total Administration</i>	50,000	50,000	-	50,000	100.0%
Benefits					
<i>Alameda County HRS (Benefit Services)</i>	73,500	73,500	-	126,000	58.3%
<i>Segal (Benefit Consultant/Retiree Open Enrollment)</i>	74,200	76,400	(2,200)	131,000	56.6%
<i>Total Benefits</i>	147,700	149,900	(2,200)	257,000	57.5%
Human Resources					
<i>Lakeside Group (County Personnel)</i>	44,917	44,800	117	77,000	58.3%
<i>Total Human Resources</i>	44,917	44,800	117	77,000	58.3%
Total Consultant Fees - Operations	242,617	244,700	(2,083)	384,000	63.2%
² ACTUARIAL FEES					
<i>Actuarial valuation</i>	81,000	81,000	-	81,000	100.0%
<i>GASB 67 & 68 Valuation</i>	20,500	25,500	(5,000)	51,000	40.2%
<i>GASB 74 & 75 Actuarial</i>	7,500	7,500	-	15,000	50.0%
<i>Actuarial Standard of Practice 51 Pension Risk</i>	30,000	30,000	-	30,000	100.0%
<i>Supplemental Consulting</i>	129,112	116,200	12,912	200,000	64.6%
<i>Supplemental Retiree Benefit Reserve valuation</i>	43,000	43,000	-	43,000	100.0%
Total Actuarial Fees	311,112	303,200	7,912	420,000	74.1%
³ EXTERNAL AUDIT					
<i>External audit</i>	119,000	119,000	-	119,000	100.0%
<i>GASB 67 & 68 audit</i>	11,000	11,000	-	11,000	100.0%
<i>GASB 74 & 75 audit</i>	12,000	12,000	-	12,000	100.0%
Total External Audit Fees	142,000	142,000	-	142,000	100.0%
⁴ LEGAL FEES					
<i>Fiduciary & Litigation</i>	48,067	72,940	(24,873)	125,000	38.5%
<i>Tax and Benefit Issues</i>	2,878	14,600	(11,723)	25,000	11.5%
<i>Miscellaneous Legal Advice</i>	12,505	29,400	(16,896)	50,000	25.0%
Total Legal Fees	63,449	116,940	(53,491)	200,000	31.7%

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL EXPENDITURES VS. PRIOR YEAR ACTUAL
For the Seven Months Ending 7/31/2022

	<u>For the Month of July 2022</u>	<u>For the Month of July 2021</u>	<u>Variance</u>	<u>Year-To-Date 2022</u>	<u>Year-To-Date 2021</u>	<u>Variance</u>
STAFFING						
Salaries	895,000	864,276	30,724	5,836,919	5,466,130	370,789
Fringe Benefits	461,342	425,274	36,068	2,997,335	2,733,512	263,823
Temporary & Other Staffing Cost	32,841	43,542	(10,701)	236,336	314,072	(77,736)
Staffing Total	<u>1,389,183</u>	<u>1,333,092</u>	<u>56,091</u>	<u>9,070,590</u>	<u>8,513,714</u>	<u>556,876</u>
STAFF DEVELOPMENT	17,783	11,794	5,989	140,154	84,380	55,774
PROFESSIONAL FEES						
Actuarial Fees	108,600	116,330	(7,730)	311,112	288,906	22,206
Consultant Fees - Operations	27,517	28,301	(784)	242,617	193,401	49,216
Consultant Fees - Legal	11,662	11,630	32	63,449	110,491	(47,042)
External Audit	0	0	0	142,000	157,000	(15,000)
Professional Fees Total	<u>147,779</u>	<u>156,261</u>	<u>(8,482)</u>	<u>759,178</u>	<u>749,798</u>	<u>9,380</u>
OFFICE EXPENSE						
Bank Charges & Misc. Admin	11,042	9,522	1,520	79,008	67,365	11,643
Building Expenses	1,319	7,052	(5,733)	7,418	47,644	(40,226)
Communications	13,826	5,883	7,943	83,488	51,928	31,560
Interest expense on lease liability - GASB-87	790	1,243	(453)	6,357	9,414	(3,057)
Amortization expense of lease assets - GASB-87	3,548	3,548	0	24,834	24,834	0
Equipment Lease/Maintenance	2,912	2,964	(52)	29,172	28,126	1,046
Minor Equipment and Furniture	0	0	0	2,821	429	2,392
Office Supplies/Maintenance	944	2,374	(1,430)	22,478	19,099	3,379
Printing & Postage	88	785	(697)	8,101	6,253	1,848
Office Expense Total	<u>34,469</u>	<u>33,371</u>	<u>1,098</u>	<u>263,677</u>	<u>255,092</u>	<u>8,585</u>
INSURANCE	46,924	63,379	(16,455)	312,641	457,792	(145,151)
MEMBER SERVICES						
Disability - Legal Arbitration & Transcripts	0	0	0	14,902	0	14,902
Disability Medical Expense	5,700	8,000	(2,300)	62,624	74,660	(12,036)
Disability Claims Management	3,850	3,850	0	26,950	26,950	0
Health Reimbursement Acct. (HRA)	5,226	4,472	754	40,433	35,168	5,265
Member Training & Education	0	182	(182)	2,711	2,789	(78)
Printing & Postage - Members	2,279	15,869	(13,590)	36,187	35,700	487
Virtual Call Center	0	5,041	(5,041)	0	33,839	(33,839)
Member Services Total	<u>17,055</u>	<u>37,414</u>	<u>(20,359)</u>	<u>183,807</u>	<u>209,106</u>	<u>(25,299)</u>

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL EXPENDITURES VS. PRIOR YEAR ACTUAL
For the Seven Months Ending 7/31/2022

	<i>For the Month of July 2022</i>	<i>For the Month of July 2021</i>	<i>Variance</i>	<i>Year-To-Date 2022</i>	<i>Year-To-Date 2021</i>	<i>Variance</i>
SYSTEMS						
Business Continuity Expense	16,194	15,784	410	123,604	114,156	9,448
County Data Processing	10,427	9,882	545	72,711	69,358	3,353
Minor Computer Hardware	10,160	4,990	5,170	29,735	23,579	6,156
Software Maintenance & Support	69,951	58,552	11,399	429,225	419,050	10,175
Systems Total	<u>106,732</u>	<u>89,208</u>	<u>17,524</u>	<u>655,275</u>	<u>626,143</u>	<u>29,132</u>
DEPRECIATION						
Depreciation Expense	9,961	9,592	369	72,313	68,464	3,849
BOARD OF RETIREMENT						
Board Compensation	1,500	1,700	(200)	13,700	15,200	(1,500)
Board Conferences & Training	11,635	3,243	8,392	72,657	11,044	61,613
Board Election	0	0	0	3,533	0	3,533
Board Employer Reimbursement	28,250	(667)	28,917	203,355	96,347	107,008
Board Miscellaneous Expense	976	548	428	6,657	4,327	2,330
Board Software Maint. & Support	986	1,053	(67)	6,900	7,111	(211)
Board of Retirement Total	<u>43,347</u>	<u>5,877</u>	<u>37,470</u>	<u>306,802</u>	<u>134,029</u>	<u>172,773</u>
GRAND TOTALS	<u><u>1,813,233</u></u>	<u><u>1,739,988</u></u>	<u><u>73,245</u></u>	<u><u>11,764,437</u></u>	<u><u>11,098,518</u></u>	<u><u>665,919</u></u>

CONSENT CALENDAR ITEM

Approve Staff Recommendation regarding the County of Alameda's Amendment to Pay Item/Code One Time Special Payment – 718



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: September 15, 2022

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **Amendment to Pay Code 718**

The County of Alameda (County) requested an amendment to pay code 718, which is for pay that is included in “compensation earnable” but is excluded from “pensionable compensation.” Pay code 718 was initially approved at the Board of Retirement’s (Board) August 18, 2022 meeting for a one-time payment to County employees who were employed for a specified time-period during the pandemic.

The requested amendment will expand the use of pay code 718 to include all one-time cash payments that the County makes to all similarly situated employees in a class, provided the payment does not violate any other rules for “compensation earnable.” For example, the County intends to use pay code 718 for a one-time \$2,500 payment to all similarly situated employees in all classifications covered by the Local 21 Representation Units S-06 and S-25 Professional Association of County Employees (PACE) Memorandum of Understanding (MOU), who are in paid status on July 1, 2022, per the attached documentation.

Staff and Chief Counsel reviewed the request for amendment and determined that it is appropriate. One-time payments that are made to all similarly situated members of a class are properly included in “compensation earnable” and properly excluded from “pensionable compensation.” Thus, it is appropriate to use pay code 718 for such payments.

“Pensionable compensation” is comprised of a member’s “normal monthly rate of pay or base pay” and it expressly does not include any one-time or ad hoc payments, or any bonus paid in addition to an employee’s normal monthly rate of pay or base pay. See Government Code Section 7522.34(a),(c)(3),(c)(10).

Government Code Section 31461(a) states that “compensation earnable” 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.” In *Ventura County Deputy Sheriffs’ Assn. v. Board of Retirement* (1997) 16 Cal.4th 483, the court held that ACERA must look to “the average pay of the individual retiring employee computed on the basis of the number of hours worked by other employees in the same class and pay rate--that is the average monthly pay, excluding overtime, received by the retiring employee for the average number of days worked in a month by the other employees in the same job classification at the same base pay level.” *Id.* at 504. Thus, in general, cash payments, other than payments that fall under certain express exclusions are included in

Amendment to Pay Code 718

September 15, 2022

Page 2 of 2

“compensation earnable.” The pay at issue here satisfies the basic definition of “compensation earnable” and it is not excluded by any of the express statutory exclusions.

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

Staff informed the County that its determination will be included on the Board’s consent calendar for its September 15, 2022 meeting. If this item is not pulled from the consent calendar for discussion, the Board will approve Staff’s determination to amend pay code 718 so that the County may use it for all one-time payments to all similarly situated members of a class.

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	08/19/22
Employer Department Submitting the Request	Auditor-Controller's Agency
Contact Person/Employer (include title/position)	Stephanie Tsurumoto
Contact Person Telephone incl area code	(510) 272-6581
Contact Person Email address	stephanie.tsurumoto@acgov.org
Pay Item Name (and code Number)	718 OneTime Special Payment
Pay Item Effective Date per authorization:	7/1/22
State if additional documentation is attached	Yes Board Letter

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

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

RESPONSE #1: All classifications covered by Local 21 Representation Units S-06 and S-25 Professional Association of County Employees ("PACE") MOU

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: All PACE members in paid status on July 1, 2022

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

RESPONSE #4: One-Time Payment

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)

RESPONSE #6: Yes

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

RESPONSE #7: No

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

RESPONSE #8: No

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

RESPONSE #9: 40.0 Hour Workweek

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

RESPONSE #10: No

11. State whether the pay item is for deferred compensation

RESPONSE #11: No

12. State whether the pay item is for retro payments

RESPONSE #12: No

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

RESPONSE #13: No

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

RESPONSE #14: No

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

RESPONSE #15: No

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

RESPONSE #16: 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:

PACE MOU (Attached)

10.C. ONE-TIME PAYMENT. Employees in paid status on July 1, 2022 shall receive a one-time lump sum gross payment of two thousand five hundred dollars (\$2,500). The Parties agree that the one-time payment shall not be eligible as pensionable compensation. The payment shall be made as soon as administratively possible after adoption of this successor MOU by the BOS.



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

Human Resource Services

July 19, 2022

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

SUBJECT: ADOPT: 1) INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (“IFPTE”), LOCAL 21 FOR REPRESENTATION UNITS S-06 AND S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (“PACE”) MEMORANDUM OF UNDERSTANDING (“MOU”); AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE/AMEND SUBSECTIONS 1-1.1; 3-18.20, 3-18.23, 3-18.25 AND ARTICLE 7, SECTIONS 4 AND 10

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the June 27, 2021 through June 22, 2024 Memorandum of Understanding (“MOU”) between the International Federation of Professional and Technical Engineers (“IFPTE”), Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees (“PACE”) and the County of Alameda (“County”); and
- B. Adopt Salary Ordinance amendments to:
 - i. Update Article 1, Section 1-1 (Pay Rate Schedules), Subsection 1-1.1, to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications in Representation Units S-06 and S-25;
 - ii. Amend Article 3, Section 3-18 (Social Services Agency) subsections 3-18.20, 3-18.23, and 3-18.25 to reflect the negotiated updates; and
 - iii. Amend Article 7, Sections 4 (Vacation Sellback) and 10 (Cafeteria Benefit Plan: Amount of Allocable Money) to delete subsections related to PACE.

DISCUSSION/SUMMARY:

The PACE MOUs expired and were fully terminated as of June 26, 2021. To reach agreement on a successor MOU, representatives of the County and representatives of PACE (collectively herein, the “Parties”) held 39 negotiating sessions beginning March 30, 2021. While the MOUs expired and fully terminated on June 26, 2021, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOUs remain in full force and effect until modified through the completion of the collective bargaining process. The collective bargaining process is now complete, and the Parties reached agreement on a combined successor MOU for both Representation Units S-06 and S-25.

As such, we recommend that your Board adopt an Ordinance approving the June 27, 2021 through June 22, 2024 MOU between the Parties. This new MOU, which combines the previously individual S-06 and S-25 MOUs into one (1) MOU, includes the following updated provisions as summarized in the attached Summary of Significant Negotiated Terms.

Furthermore, it is recommended that the Salary Ordinance, Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 be updated to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications

in Representation Units S-06 and S-25; Article 3, Section 3-18 (Social Services Agency), subsections 3-18.20, 3-18.23, and 3-18.25 be amended to reflect the negotiated updates; and certain subsections related to PACE in Article 7, Sections 4.(Vacation Sellback) and 10 (Cafeteria Benefit Plan: Amount of Allocable Money) be deleted in its entirety as the language are incorporated into the successor MOU.

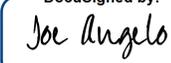
FINANCING:

Funds are available in the 2022-2023 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

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,

DocuSigned by:

2CC022F934DA404...
Joe Angelo, Director
Human Resource Services

- c: CAO
- Auditor-Controller
- County Counsel
- Director, Health Care Services Agency
- Interim Director, Social Services Agency

SECOND READING - CONTINUED FROM 07/19/2022

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE 2021 – 2022 COUNTY OF ALAMEDA SALARY ORDINANCE

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

SECTION I

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

JOB CODE	MC	CLASSIFICATION TITLE						FLSA Status
		Efft Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	
6738	PA	Appeals Officer						X
		09/06/2020	3345.60	3516.00	3688.00	3872.00	4071.20	
		03/06/2022	3532.00	3712.00	3892.80	4087.20	4297.60	
		03/05/2023	3656.00	3841.60	4028.80	4230.40	4448.00	
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00	
6750	MA	Child Welfare Supervisor						X
		09/06/2020	3712.80	3900.00	4086.40	4272.00	4481.60	
		03/06/2022	3938.40	4137.60	4335.20	4532.00	4754.40	
		03/05/2023	4136.80	4346.40	4554.40	4760.80	4994.40	
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60	
6736	PA	Client Advocate						X
		09/06/2020	3248.00	3413.60	3580.00	3759.20	3953.60	
		03/06/2022	3445.60	3620.80	3798.40	3988.00	4194.40	
		03/05/2023	3646.40	3831.20	4020.00	4220.00	4439.20	
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40	
6735	SM	Licensing Evaluator Supervisor						X
		09/06/2020	3294.40	3446.40	3612.80	3788.00	3965.60	
		03/06/2022	3409.60	3567.20	3739.20	3920.80	4104.00	
		03/05/2023	3528.80	3692.00	3870.40	4058.40	4248.00	
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80	
1498	SM	Patient Services Supervisor						X
		09/06/2020	3051.20	3195.20	3356.00	3523.20	3704.00	
		03/06/2022	3157.60	3307.20	3473.60	3646.40	3833.60	
		03/05/2023	3268.00	3423.20	3595.20	3774.40	3968.00	
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20	
6739	SM	Supervising Appeals Officer						X
		09/06/2020	3966.40	4157.60	4356.80	4584.00	4812.00	
		03/06/2022	4105.60	4303.20	4509.60	4744.80	4980.80	
		03/05/2023	4249.60	4453.60	4667.20	4911.20	5155.20	
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00	

An Equal Opportunity Employer

JOB CODE	MC	CLASSIFICATION TITLE						FLSA Status
		Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	
6284	M	Supervising Child Care Worker						X
		09/06/2020	2395.20	2511.20	2638.40	2760.00	2904.00	
		03/06/2022	2776.80	2911.20	3058.40	3200.00	3366.40	
		03/05/2023	2873.60	3012.80	3165.60	3312.00	3484.00	
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60	
1473	SM	Supervising Eligibility Technician						X
		09/06/2020	3084.80	3228.00	3388.80	3560.80	3739.20	
		03/06/2022	3272.80	3424.00	3595.20	3777.60	3967.20	
		03/05/2023	3463.20	3624.00	3804.80	3997.60	4198.40	
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60	
1474	SM	Veterans Service Officer						X
		09/06/2020	3326.40	3492.80	3664.00	3842.40	4031.20	
		03/06/2022	3443.20	3615.20	3792.00	3976.80	4172.00	
		03/05/2023	3564.00	3741.60	3924.80	4116.00	4318.40	
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60	

SECTION II

Article 3, Section 3-18, of the County of Alameda Salary Ordinance is hereby amended for specified subsections to read as follows:

3-18.20 - Employees in ~~the class of~~ Job Code 6750SM who meet the provisions of the Licensing Supervision Program Policy adopted by the Board of Supervisors on June 6, 2000, may be reimbursed up to a total of one thousand two hundred dollars (\$1200) per calendar year. An employee who voluntarily terminates ~~his/her~~their employment with the County prior to completion of the two (2) year employment commitment shall reimburse the County five hundred dollars (\$500).

Effective calendar year 2023, said employees may be reimbursed up to a total of two thousand dollars (\$2,000) per calendar year. An employee who has received reimbursement through this Policy in any amount up to and including eight hundred dollars (\$800) and voluntarily terminates their employment with the County prior to completion of the two (2)-year employment commitment shall reimburse the County for the amount received up to a maximum of eight hundred dollars (\$800).

3-18.23 - ~~Persons employed~~ Only the current incumbent (Position #309432) in Job Code 1473SM when assigned to the Foster Care Eligibility Unit of the Social Services Agency shall receive an additional ~~5-~~five percent (5%) compensation of the base pay. This footnote will expire when the incumbent vacates the position and shall be deleted from the Salary Ordinance upon that date.

3-18.25 ~~— 24-Hour Shift: The e~~Employees in Job Code 6750SM, when assigned to the Emergency Response Unit (“ERU”) to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to ~~his/her~~their regular assignment, shall be compensated ~~at the rate of \$250 per 24-hour shift~~ as follows:

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

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

~~Effective November 18, 2007, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, shall be increased to \$300 per 24-hour shift. Effective, November 16, 2008, coverage for a 24-hour shift, two thirds or more of which falls on a County-observed holiday shall be increased to \$300 per 24-hour shift.~~

~~Effective January 01, 2017, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, or County-observed holiday, in addition to his/her regular assignment, shall be increased from \$300 to \$315 per 24-hour shift. Effective January 13, 2019, coverage for a 24-hour shift, as outlined above, shall be increased from \$315 to \$330 per 24-hour shift.~~

~~After-Hours Shift: An after-hours shift shall be defined as a weekday shift during which no less than two-thirds of the hours worked fall between 10:00 p.m. and 8:00 a.m., beginning Monday and ending Saturday morning. The eEmployee~~s~~ in Job Code 6750SM, when assigned to the Emergency Response Unit~~ERU~~ to provide coverage for emergency calls in lieu of on-site coverage for an ~~i~~¹/₂after-hours~~i~~¹/₂ shift during the work week, in addition to his/her~~their~~ regular assignment, shall be compensated as follows: at the rate of \$50 per shift. Effective November 16, 2008, this rate shall be increased to \$65 per shift. An ~~i~~¹/₂after hours~~i~~¹/₂ weekday shift shall be defined as a shift during which no less than two-thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning.~~

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

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

~~Effective January 01, 2017, coverage for an "after hours" shift, a shift during which no less than two thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning, in addition to his/her regular assignment, shall be increased from \$65 to \$75 per shift. Effective January 13, 2019, coverage for an "after hours" shift, as outlined above shall be increased from \$75 to \$85 per shift.~~

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

SECTION III

Article 7, Section 4 (Vacation Sellback) of the County of Alameda Salary Ordinance is hereby amended by deleting certain subsections as follows:

~~H. Effective July 1, 2007, in Fiscal Years 2007-2008 and 2008-2009, an employee represented by the Professional Association of County Employees (PACE) may sell back an additional five days of vacation.~~

~~Q. Effective July 1, 2012, for employees represented by PACE, in Units S-06 and S-25, the yearly maximum vacation sellback shall be increased from fifteen (15) days to twenty (20) days in Fiscal Years 2012-2013 and 2013-2014. The yearly maximum vacation sellback for an employee represented by PACE, in Units S-06 and S-25, shall return to fifteen (15) days in Fiscal Year 2014-2015.~~

SECTION IV

Article 7, Section 10 (Cafeteria Benefit Plan: Amount of Allocable Money), of the County of Alameda Salary Ordinance is hereby amended by deleting certain subsections as follows:

~~Effective January 1, 2002, each full-time PACE represented employee assigned to Representation Unit S06 or S25 is eligible for a cafeteria benefit plan in the amount of \$1,350 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE, or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any partial pay period prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to a PACE represented employee assigned to Representation Unit S06 or S25 who reinstates shall not exceed \$1,350 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

~~Effective January 1, 2004, each full-time PACE represented employee assigned to Representation Unit S06 or S25 is eligible for a cafeteria benefit plan in the amount of \$1,500 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to a PACE represented employee assigned to Representation Unit S06 or S25 who reinstates shall not exceed \$1,500 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

~~Effective January 1, 2012, each PACE represented full-time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$2,600 for the calendar year (prorated to the effective date of the 90/10 cost sharing). This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$2,600 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

~~Effective January 1, 2013, each PACE represented full-time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$2,900 for the calendar year and every year thereafter. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$2,900 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

~~Effective January 1, 2017, each PACE represented full-time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$3,000 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible~~

~~for plan benefits until the following calendar year. The maximum sum available to an PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$3,000 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

~~Effective January 1, 2018, each PACE represented full time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$3,100 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$3,100 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

SECTION V

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.

**IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 and S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (Combined MOU)
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
June 27, 2021 through June 22, 2024**

MOU Section	Change Summary
Preamble	Term – three (3) years from June 27, 2021 through June 22, 2024.
Section 1. Recognition	Codifies agreement to combine two (2) separate MOUs (one (1) each for S-06 and S-25) to one (1) MOU for both Units.
Section 2. No Discrimination	Expands protected classes as defined by federal and state laws.
Section 3. Union Security	Incorporates SB 866 Sideletter of Agreement (“SLA”) language.
Section 4. Union Stewards AND Section 5. Use of Bulletin Boards; Meetings; Access to Records	Incorporates AB 119 SLA language.
Section 6. Medical; Dental; and Vision Plans; Share the Savings; Cafeteria Benefits Plan; and County Allowance	Increases employee cost share of medical premiums to 15%; increases county allowance to \$3,500 in Plan Year (“PY”) 2024; incorporates and increases Share the Savings, adds County PPO/Indemnity medical plan; increases dental maximum coverage to \$1,900 in PY 2024; and incorporates existing vision and cafeteria benefits into the MOU.
Section 10. Wages	Provides increases in wage and one-time lump sum payment for all classes; and special salary adjustments for certain classes.
Section 12. Holidays	Affirms floating holidays do not carry over to subsequent new calendar year; clarifies the value of a holiday.
Section 13. Vacation Leave	Implements hard cap for maximum vacation accrual effective June 22, 2024.
Section 14. Long-Term Disability Insurance Policy	Adds a new section for long-term disability insurance policy.
Section 15. Sick Leave	Incorporates SLA on Use of Sick Leave for industrial illness or injury.
Section 18. Allowance for Use of Private Automobiles	Adds clarifying language for reimbursement of private property damage.
Section 20. Scope of Agreement AND Section 23. Term of Memorandum	Establishes term of the successor MOU that covers the period June 27, 2021 through June 22, 2024.
SLA (Salary Survey)	Codifies agreement to conduct salary surveys for two (2) classes in June 2023.
Agreement (Flexitime Guidelines)	Codifies agreement to include additional classes eligible to request a flex schedule in SSA Flexitime Guidelines.

SECOND READING - CONTINUED FROM 07/19/2022

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

Ordinance No.

**AN ORDINANCE APPROVING THE
JUNE 27, 2021 THROUGH JUNE 22, 2024 MEMORANDUM OF UNDERSTANDING WITH
THE IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 and S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES**

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

SECTION I

The June 27, 2021 through June 22, 2024 Memorandum of Understanding, between the County negotiators and the IFPTE, Local 21 applicable to employees in Representation Units S-06 and S-25 Professional Association of County Employees are hereby approved and incorporated herein by reference.

**2021-2024
MEMORANDUM OF UNDERSTANDING
BETWEEN THE IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 AND S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE COUNTY OF ALAMEDA**

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**MEMORANDUM OF UNDERSTANDING 2021-2024
BETWEEN
THE IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 and S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County" and the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment, to be in effect during the period June 27, 2021 through June 22, 2024, for those employees working in the representation units referred to and further described in Section 1 hereof.

SECTION 1. RECOGNITION

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

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

SECTION 2. NO DISCRIMINATION

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

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

SECTION 3. UNION SECURITY

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

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

- 3.C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3 (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action

or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Union dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. UNION STEWARDS

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

4.B. ROLE OF THE UNION STEWARD. The County recognizes the right of the Union to represent employees in connection with grievances that arise under Section 15. Grievance Procedure.

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

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

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

1. **Permission, Duties and Time Limits.** After obtaining supervisory permission, stewards will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per week in order to assist in investigation of facts, assist in presentation of a grievance or a disciplinary action, or meet with an employee new to the bargaining unit during the first week of the new employee's employment in the unit. In the event there is more than one (1) new employee on-boarded in the same pay period at the same worksite location, only one (1) meeting shall occur with all new employees. The meeting shall take place at the employee's worksite location at the designated time per subsection 5.E. (Access to New Employees). The meeting scheduled with new employee(s) shall not exceed twenty (20) minutes, except that if the number of new employees at a single work address is three (3) or more, the allotted Union orientation time shall not exceed thirty (30) minutes. Time used for Union orientations shall be counted towards the total four (4) hours allowed per week under this subsection. In the event the Union orientation cannot take place as provided above due to scheduling or other unavoidable conflicts, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

2. **Grievance Investigation and Permission.** To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by stewards as a part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the steward to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the steward was denied permission.

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

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

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

- 4.E. **CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If a steward is reassigned which will leave their shift or work location without a steward, the Union shall have the right to appoint a replacement. The Union may change stewards during the grievance procedure, provided that only one (1) steward will be allowed paid time off from work upon one (1) occasion to investigate the grievance.

- 4.F. **LIMITATION OF TIME OFF.** Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

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

- 5.A. **USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted

material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.

- 5.B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only when such request has been authorized.
- 5.C. MEETINGS.** Meetings of a Union staff representative and a group of employees shall not be permitted during working hours except as provided in subsections 4.D.1. and 5.B., above.
- 5.D. ACCESS TO RECORDS.** An employee shall be permitted to review their own personnel record. Union stewards and Union staff representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee, steward or Union staff representative when accompanied by the employee or upon presentation of a written authorization signed by the employee, may request a copy of the employee's personnel record. The custodian of the file shall grant such a request within three (3) working days. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

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

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

5.E. ACCESS TO NEW EMPLOYEES.

1. **Definitions.** For all purposes of this subsection 5.E., the following definitions shall apply:
 - a. **Employee.** Any employee, whether permanent, temporary, full-time, part-time, or seasonal.
 - b. **New Employee Orientation ("NEO").** The on-boarding process of a newly-hired employee, including an employee who has promoted, demoted, reinstated, or transferred into one of the bargaining units, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. **NEO.** The Alameda County Human Resource Services (“HRS”) Employee Benefits Center (“EBC”) coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County’s policy that NEOs are mandatory for all newly-hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.
 - a. **Designated Representative.** The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall update the County of any changes to the designated representative.
 - b. **Notice of Schedule.** The County shall provide the Union’s designated representative with a list of the EBC’s scheduled NEO dates for the upcoming calendar year no later than the last full pay period in December of each preceding year. If there are any changes to the scheduled dates, EBC will notify the Union’s designated representative as soon as possible.
 - c. **List of New Employees.** The Agency shall provide, via email to the Union’s designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to start in their position no later than the close of business on the Wednesday preceding the new hire’s start date. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining units effective that upcoming pay period. A shorter notice may be provided under mitigating circumstances, in which case the Agency will provide the information as soon as possible prior to the Union orientation date.

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

3. **Union Orientation.** During the first week of the employee’s date of hire or date of entry in the bargaining unit(s), new employees shall be released, with reasonable travel time and without loss of compensation, to meet with one (1) Union-designated member and/or staff representative at their worksite for a twenty (20) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with subsection 4.D. (Duties and Responsibilities of the Steward). The orientation shall not occur during a rest or meal break. The orientation shall not exceed the allotted twenty (20) minutes, except that in the event there are three (3) or more new employees at a single work address in the same pay period, the Union shall be allotted thirty (30) minutes for the orientation. If a thirty (30) minute orientation is warranted under the provision herein, the Union shall request additional release time through the Agency’s Human Resource Representative. The Union shall be permitted to reserve a separate room, designated by the Agency, for the orientation, provided one is

available. In the event the orientation cannot take place due to scheduling or other unavoidable conflicts during the employee's first week as provided above, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

4. **Provision of Information.** On a quarterly basis, the County shall provide to the Union, in sortable electronic format, information regarding all employees in the bargaining units on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, respectively. The information shall be provided to the Union by the last Friday of the month in March, June, September, and December of each year respectively. The information shall include the following data to the extent it is in the County's possession:

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

SECTION 6. MEDICAL, DENTAL, AND VISION PLANS; SHARE THE SAVINGS; CAFETERIA BENEFIT PLANS; AND COUNTY ALLOWANCE

- 6.A. **MEDICAL PLANS.** The County offers Health Maintenance Organization ("HMO") medical plan options and effective February 1, 2022, a Preferred Provider Organization ("PPO") or Indemnity medical plan. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as follows:

1. **Payment of Premiums.**
 - a. **Plan Year 2016:** Effective Plan Year 2016, the County and covered employees will share in the cost of medical premiums. The County will pay ninety percent (90%) of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., Self, Self +1 dependent, Family) in a plan year. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.
 - b. **Plan Year 2023:** Effective Plan Year 2023, the County will pay eighty-seven and one-half percent (87.5%) of the total semi-monthly premium for coverage for an HMO plan or eighty-seven and one-half percent (87.5%) of the total premium of the lowest

cost HMO plan toward the total premium for a Preferred Provider Organization ("PPO") or Indemnity medical plan at the full-time employee's applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

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

2. Proration. The County medical contribution shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly premium for the benefit.

3. Duplicative Coverage. This subsection applies to married employees and employees in domestic partnerships (as defined in Appendix B - Domestic Partners) and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under age 26, when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

Married County employees and employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of medical plan options:

- a. Up to one (1) full family PPO/Indemnity plan.
- b. Up to one (1) full family HMO plan.
- c. Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan.
- d. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

4. Effect of Leave Without Pay and Re-Enrollment. Employees on leave without pay (including vacation purchase hours referenced in subsection 13.O. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their

County contribution towards their medical premium prorated as provided in subsection 6.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of medical plan coverage during Open Enrollment.

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

Those employees who allowed their medical plan coverage to lapse for a duration greater than three (3) months shall be allowed to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they reinstate.

- 5. Special Enrollment Due to Change in Status.** To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
- 6. Open Enrollment.** Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
- 6.B. DENTAL PLANS.** The County offers both a Dental HMO dental plan and a PPO dental plan. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.
 - 1. Payment of Premiums.** For coverage through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the

normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

- a. **Plan Year 2017:** Effective Plan Year 2017, the maximum annual dental coverage limit shall be one thousand five-hundred fifty dollars (\$1,550).
- b. **Plan Year 2023:** Effective Plan Year 2023, the maximum annual dental benefit will be increased to one thousand seven hundred fifty dollars (\$1,750).
- c. **Plan Year 2024:** Effective Plan Year 2024, the maximum annual dental benefit will be increased to one thousand nine hundred dollars (\$1,900).

2. Duplicative Coverage. This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B - Domestic Partners), and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under the age of 26 when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

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

- a. Up to one (1) full family PPO dental plan together with up to one (1) PPO supplemental plan.
- b. Up to one (1) full family PPO dental plan together with up to one (1) full family dental HMO plan.
- c. Up to one (1) full family dental HMO plan.
- d. Up to one (1) full family PPO dental plan.

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

3. Effect of Leave Without Pay and Re-Enrollment. Employees on leave without pay (including vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Employees may elect to continue uninterrupted dental coverage for the duration of their leave without pay by paying 100% of their current plan's dental premiums or enroll in and pay 100% of the premiums of a lower level of dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage during Open Enrollment.

Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay who lose their dental plan coverage for three (3) months or less, will be able to re-

enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they return to work. The effective date of coverage will be based on guidelines established by the County and promulgated by the EBC.

Those employees who allow their dental plan coverage to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

4. Special Enrollment Due to Change in Status. To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the EBC within thirty (30) calendar days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner), involving a change in status as defined by Internal Revenue Code Section 125.

5. Open Enrollment. Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.

6.C. CHANGES IN MEDICAL AND DENTAL COVERAGE – SUBJECT TO AVAILABILITY. The foregoing medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans. Within seven (7) days after receipt of such notice, the Union may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such request to meet and confer shall be in writing and sent to the County’s Labor Relations Manager.

6.D. VISION PLAN. Effective February 1, 2012, employees shall be eligible to participate in the County’s Voluntary Vision Plan. The premium cost shall be paid by the employee.

6.E. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 6.A. (Medical Plans) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to proration (as outlined in subsection 6.E.2. (Proration)).

1. Tiers and Monthly Stipend.

a. The County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$200.00
Employees who decline Family coverage and elect Single coverage.	\$150.00
Employees who decline Family coverage and elect 2-Party coverage.	\$100.00

Tier	Monthly Stipend
Employees who decline 2-Party coverage and elect Single coverage.	\$100.00

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

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

2. **Proration.** The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that biweekly pay period.
3. **Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 6.E.2. (Proration).

6.F. CAFETERIA BENEFIT PLAN. Employees shall be eligible to participate in the County's Cafeteria Benefit Plan and shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service ("IRS") Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 6.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of becoming eligible, the County Allowance will be allocated towards the eligible plans as follows, if elected:

- Medical
- Vision
- Supplemental Employee Group Life Insurance
- Accidental Death and Dismemberment Insurance

The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account ("Health Care FSA"). In addition, the employee may allocate pre-tax salary contributions towards eligible Health

Care, Dependent Care, and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 6.G.4. (Unallocated and/or Unused Funds).

6.G. COUNTY ALLOWANCE. To help offset employee costs toward the Cafeteria Benefit Plan the County provides eligible employees with a County Allowance each plan year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 6.G.2. (Proration)).

1. Annual Allowance.

a. The annual County Allowance amount shall be three thousand one hundred dollars (\$3,100).

b. **Plan Year 2023:** Effective Plan Year 2023, the annual County Allowance amount shall be three thousand three hundred (\$3,300).

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

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

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

3. Limitation. Except in the case of a termination, reinstatement or a qualifying change in status event, employees may not make any changes to their County Allowance allocation or Flexible Spending Accounts during the plan year.

4. Unallocated and/or Unused Funds. Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 6.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account_ ("FSA") pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

SECTION 7. PREGNANCY AND CHILD BONDING LEAVE

An employee is entitled to a pregnancy and child bonding leave of up to six months. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 14. Sick leave must be applied when the employee is medically incapacitated. The scheduling of child bonding leave (either FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the Family Medical Leave Act (FMLA), California Pregnancy Disability Leave (PDL), and California Family Rights Act (CFRA). Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA.

Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

SECTION 8. CHILD BONDING LEAVE

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

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless employees are otherwise eligible to use it as provided in Section 14.

Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return

such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

SECTION 9. DEATH IN IMMEDIATE FAMILY

A regular scheduled employee may be granted up to five days of leave of absence with pay by the Agency/Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four-week period. For purposes of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner or child of a domestic partner (upon submission of an affidavit as defined in Appendix B -Domestic Partners), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parents, 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, sister-in-law.

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

SECTION 10. WAGES

10.A. WAGES.

Effective March 6, 2022, salaries for all represented classes shall be increased by three and one-half percent (3.5%).

Effective March 5, 2023, salaries for all represented classes shall be increased by three and one-half percent (3.5%).

Effective March 3, 2024, salaries for all represented classes shall be increased by three and one-half percent (3.5%).

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

Job Code	Classification	Effective March 6, 2022	Effective March 5, 2023
6738	Appeals Officer	2.0%	--
6750	Child Welfare Supervisor	2.5%	1.5%
6736	Client Advocate	2.5%	2.25%
6284	Supervising Child Care Worker	12.0%	--
1473	Supervising Eligibility Technician	2.5%	2.25%

10.C. ONE-TIME PAYMENT. Employees in paid status on July 1, 2022 shall receive a one-time lump sum gross payment of two thousand five hundred dollars (\$2,500). The Parties agree that the one-time payment shall not be eligible as pensionable compensation. The payment

shall be made as soon as administratively possible after adoption of this successor MOU by the BOS.

SECTION 11. BILINGUAL PAY

Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, effective July 27, 2008, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$40 per pay period and an employee occupying such a position and having proficiency in three or more languages shall receive \$45 per pay period, provided that the employee is required to utilize such additional languages in the course of their duties for the County.

Effective August 14, 2016, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$55 per pay period and the employee occupying such a position and having proficiency in three or more languages shall receive \$60 per pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

SECTION 12. HOLIDAYS

12.A. HOLIDAYS DEFINED.

Paid holidays shall be:

January 1st
Third Monday in January (Dr. Martin Luther King, Jr. Day)
February 12th (Lincoln's Birthday)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veterans Day)
Thanksgiving
Day after Thanksgiving Day
December 25th

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

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

12.B. FLOATING HOLIDAYS. Each employee hired prior to July 1 of each year shall be entitled to four (4) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. The first four (4) full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holidays. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Any floating holidays not taken before then end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

12.C. HOLIDAYS TO BE OBSERVED ON WORK DAYS. For employees, except as specified below:

In the event that January 1, February 12 (known as "Lincoln's Birthday"), July 4, November 11 (known as "Veterans Day"), or December 25, 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 three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

SECTION 13. VACATION LEAVE

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

13.A. VACATION ACCRUAL.

1. FOR EMPLOYEES HIRED PRIOR TO JANUARY 01, 2017. Each employee in the service of the County hired prior to January 01, 2017, shall accrue vacation leave according to the following schedules:
 - a. Two (2) weeks accrual – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.

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

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

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

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

- 1. For persons employed prior to January 01, 2017.
 - a. Employees who accrue vacation leave pursuant to subsection 13.A.1. and who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's maximum accrual as set forth in subsection 13.B.1. (b) or 13.C., as applicable.
 - b. Employees hired prior to January 01, 2017 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level that will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level that will avoid a downward adjustment. Beginning the year 2000, for employees hired prior to January 01, 2017, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year, shall be no more than two (2) times the employee's vacation accrual rate, and shall be as follows:

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

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

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

for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's applicable maximum vacation balance as set forth in subsection 13.B.1. (b) or 13.C., as applicable.

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

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

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

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

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

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

13.G. DEFINITION. For the purpose of this Section 13. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

13.H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave with or without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 13. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section 13. (Vacation Leave), provided, further, that, for purposes of qualifying for 15, 20 or 25 working days' vacation leave, where employees

have been employed by the County without interruption for the past 10 years, all service of such employees shall be deemed to have been continuous.

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

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

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

- 13.J. PERSONAL LEAVE.** Employees shall be allowed two (2) days in any calendar year from their regular vacation leave for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the agency/department.

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

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

- 13.M. EMPLOYEE ENTRY INTO THE BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter one (1) of the bargaining units on or after August 21, 2022, and who come from a County representation unit where the maximum vacation leave balances are not equivalent to those listed in subsections 13.A.2. or 13.A.3. above shall be subject to those provisions listed in subsections 13.A.2. or 13.A.3. Notwithstanding the above, upon entry into these bargaining units, those that have a vacation leave balance in excess of two (2) times their annual accrual rate shall have until the pay period containing January 1 of the calendar year following their entry to reduce their vacation leave below their applicable maximum balance. Effective the pay period containing January 1 of the calendar following their entry, the vacation leave balance of any employee that still exceeds the applicable maximum balance will be paid in cash for that amount of vacation leave exceeding the applicable maximum balance listed in subsections 13.A.2 or 13.A.3., above. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to

reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

13.N. CONTINUATION OF SECTION. This Section 13. (Vacation Leave) shall remain in full force and effect notwithstanding the expiration of the other sections of this MOU on June 22, 2024, as provided in Section 20. (Scope of Agreement), and unless otherwise agreed to by the County, shall be incorporated into the successor MOU.

13.O. VACATION PURCHASE PLAN.

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

- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deductions and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
 - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
 - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1st pay period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by paycheck deduction.
 - i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. Effective Calendar Year 2012, and for any purchased vacation balance used on or after January 8, 2012, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
 3. The County retains the right to eliminate the vacation purchase plan upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.

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

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary disability insurance policies pursuant to Section 16.C. (Voluntary Disability Insurance Policies).

SECTION 14. SICK LEAVE

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

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

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

1. Amount and Duration of Payment:

a. Full-time Employees:

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

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

b. Part-time Employees: Section 14.C.1.a. above applies to part-time employees on a prorated basis.

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection 14.C.1. to an employee:

a. Who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;

- b. Whose injury or illness has become permanent and stationary;
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" (QIW);
 - d. Who is retired on permanent disability and/or disability retirement pension;
 - e. Who unreasonably refuses to accept modified or other County employment for which the employee is qualified within their medical restrictions;
 - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and/or
 - h. Whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
3. Fringe Benefit Entitlement During Industrial Injury Leave. Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. Leave for Medical Treatment. Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:
- a. Treatments are being paid under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. Leave shall be granted for a maximum eligibility period for up to 6 months from the date of injury or illness. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

14.D. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave

- a. FOR FULL-TIME EMPLOYEES - 40 HOUR WORKWEEK: Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injury or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.
- b. FOR PART-TIME EMPLOYEES - 40 HOUR WORKWEEK BASE: Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to Section 14.D.1.a above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour workweek base.

14.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to Section 14.D., restored to them for use as provided in this section.

An employee, as defined in Section 14.B., who separates from the County and is reinstated/rehired for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

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

14.G. FAMILY SICK LEAVE. Effective July 1, 2015, employees, as defined in Section 14.B., are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee) or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child, a spouse (husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.

14.H. SICK LEAVE DAYS OR FRACTIONS OF DAYS. Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an

employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 15. GRIEVANCE PROCEDURE

15.A. DEFINITION. A grievance under this MOU is limited to only those instances where an employee, or a group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, or by written agency/department rules, and provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further, that the condition of employment which is the subject matter is within the scope of representation as defined in California Government Code Section 3504.

15.B. EXCLUSION OF CIVIL SERVICE MATTERS. The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.

15.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES. The following is the procedure to be followed in the resolution of grievances.

1. Step One: An employee having a grievance shall first informally discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. Step Two: If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of subsection 15.C. and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.
3. Step Three: The section head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. Step Four: The division head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.

5. Step Five: The Agency/Department Head shall have seven (7) working days in which to review, hold hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

15.D. ASSOCIATION GRIEVANCE.

The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this MOU or Administrative Code Section 3.44, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the third step of the grievance procedure.

- 15.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.

- 15.F. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to subsection 15.C.5., request that the grievance be reviewed by the Director of Human Resource Services or their designated representative. The Director of Human Resource Services or their designated representative shall have twenty (20) working days in which to review and seek adjustment of the grievance.

- 15.G. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the Informal Review by the Director of Human Resource Services or their designated representative, subsection 15.F. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision request that the grievance be heard by an arbitrator.

- 15.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or their designated representative and the employee or their representative. If the Director of Human Resource Services or their designated representative, and the employee or their representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services or their designated representative and the employee or their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

- 15.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power

to amend this MOU, a resolution or ordinance of the Board of Supervisors, the Charter, Salary Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, or any State statute or regulation unlawful or unenforceable.

15.J. PAYMENT OF COSTS. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.

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

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

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

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

15.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 15.L. above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period.

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

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

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

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

15.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other

employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases in which an employee elects to represent themselves or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

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

SECTION 16. LIFE AND DISABILITY INSURANCES.

16.A. LIFE INSURANCE.

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

16.B. STATE DISABILITY INSURANCE. Full-time employees are covered by the State Disability Insurance (SDI) program. SDI premiums shall be shared equally by the employee and the County.

16.C. VOLUNTARY DISABILITY INSURANCE POLICIES. Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 13.P. (Vacation Sellback), or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 17. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

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

SECTION 18. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

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

effective the first month following announcement of the changed rate by the Internal Revenue Service.

18.B. MINIMUM ALLOWANCE. An employee who is required by their Agency/Department Head to use their private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of their automobile.

18.C. PREMIUM ALLOWANCE. An employee who is required by their Agency/Department Head to use their private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in their private automobile, County records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.

18.D. REIMBURSEMENT FOR PROPERTY DAMAGE. In the event that an employee, required or authorized by their Agency/Department Head to use a private automobile on County 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 cost of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$500, provided that any claims the employee may have against their 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 Agency/Department Head within thirty (30) days of such loss, damage or theft. Property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensated as provided above. If the employee can prove that their actual costs for the losses due to such accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus \$500, the County shall reimburse the employee for the employee's actual losses due to the accident or theft.

SECTION 19. NO STRIKE

During the term of this agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, withdrawal of services, or refusal to perform customary duties. Failure to comply with this Section shall result in the termination by the County of the collection of Union membership dues without jeopardy to the County or to employees in classifications represented by the Union.

SECTION 20. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the

parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including June 22, 2024.

SECTION 21. ENACTMENT

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

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

SECTION 22. SAVINGS CLAUSE

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

SECTION 23. TERM OF MEMORANDUM

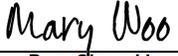
This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including June 22, 2024.

SIGNATURE PAGE

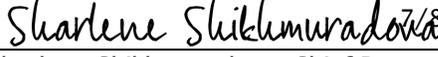
FOR THE COUNTY

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Greg Ramirez, IEDA

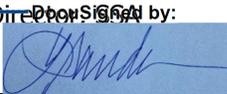
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Margarita Zamora, Labor Relations Manager

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Mary Woo, Labor Relations Analyst

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Rebecca Chen, Labor Relations Analyst

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Sharlene Shikmuradova, Chief Departmental HR Administrator

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Robert Woolley, Financial Services Deputy Director

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Laure Sanders, Departmental HR Manager

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Joe Angelo, Director
Human Resource Services

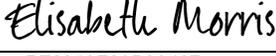
Approved as to Form
Donna Zeigler, County Counsel

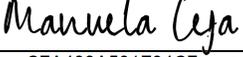
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By: Kristy van Herick
Assistant County Counsel

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

DocuSigned by:
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Jeff Dunn, Local 21 Representative/Organizer

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Cheryl Hare, Supervising Eligibility Technician

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Elisabeth Morris, Child Welfare Supervisor

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Manuela Ceja, Supervising Appeals Officer

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

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

JOB CODE	MC	CLASSIFICATION TITLE							
		Efft Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status	
6738	PA	Appeals Officer							X
		09/06/2020	3345.60	3516.00	3688.00	3872.00	4071.20		
		03/06/2022	3532.00	3712.00	3892.80	4087.20	4297.60		
		03/05/2023	3656.00	3841.60	4028.80	4230.40	4448.00		
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00		
6736	PA	Client Advocate							X
		09/06/2020	3248.00	3413.60	3580.00	3759.20	3953.60		
		03/06/2022	3445.60	3620.80	3798.40	3988.00	4194.40		
		03/05/2023	3646.40	3831.20	4020.00	4220.00	4439.20		
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40		
6735	SM	Licensing Evaluator Supervisor							X
		09/06/2020	3294.40	3446.40	3612.80	3788.00	3965.60		
		03/06/2022	3409.60	3567.20	3739.20	3920.80	4104.00		
		03/05/2023	3528.80	3692.00	3870.40	4058.40	4248.00		
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80		
1498	SM	Patient Services Supervisor							X
		09/06/2020	3051.20	3195.20	3356.00	3523.20	3704.00		
		03/06/2022	3157.60	3307.20	3473.60	3646.40	3833.60		
		03/05/2023	3268.00	3423.20	3595.20	3774.40	3968.00		
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20		
1473	SM	Supervising Eligibility Technician							X
		09/06/2020	3084.80	3228.00	3388.80	3560.80	3739.20		
		03/06/2022	3272.80	3424.00	3595.20	3777.60	3967.20		
		03/05/2023	3463.20	3624.00	3804.80	3997.60	4198.40		
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60		
1474	SM	Veterans Service Officer							X
		09/06/2020	3326.40	3492.80	3664.00	3842.40	4031.20		
		03/06/2022	3443.20	3615.20	3792.00	3976.80	4172.00		
		03/05/2023	3564.00	3741.60	3924.80	4116.00	4318.40		
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60		

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

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

JOB CODE	MC	CLASSIFICATION TITLE							
		Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status	
6750	MA	Child Welfare Supervisor							X
		09/06/2020	3712.80	3900.00	4086.40	4272.00	4481.60		
		03/06/2022	3938.40	4137.60	4335.20	4532.00	4754.40		
		03/05/2023	4136.80	4346.40	4554.40	4760.80	4994.40		
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60		
6739	SM	Supervising Appeals Officer							X
		09/06/2020	3966.40	4157.60	4356.80	4584.00	4812.00		
		03/06/2022	4105.60	4303.20	4509.60	4744.80	4980.80		
		03/05/2023	4249.60	4453.60	4667.20	4911.20	5155.20		
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00		
6284	M	Supervising Child Care Worker							X
		09/06/2020	2395.20	2511.20	2638.40	2760.00	2904.00		
		03/06/2022	2776.80	2911.20	3058.40	3200.00	3366.40		
		03/05/2023	2873.60	3012.80	3165.60	3312.00	3484.00		
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60		

APPENDIX B. DOMESTIC PARTNERS

DOMESTIC PARTNER DEFINED

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

Domestic Partner Defined:

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

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

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

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

APPENDIX C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

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

3.48. 010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

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

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

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

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

5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial

attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

SIDELETTERS OF AGREEMENT

LABOR MANAGEMENT COMMITTEE

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

**TENTATIVE AGREEMENT TO UNION'S PROPSAL- WORKSPACE
April 29, 2016**

SIDELETTER OF AGREEMENT

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

The parties agree to the following:

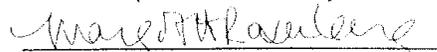
1. The Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments. Issues may include, but not limited to, departmental processes and systems, and new program initiatives, workspace design, and moves. Subcommittees may be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

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

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


Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

PAID MANAGEMENT LEAVE

**MOU NEGOTIATIONS
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION UNITS S06 AND S25
AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT**

November 14, 2011

INTENT: To establish a mutual understanding of the intent of Paid Management Leave.

Salary Ordinance, Section 7-5. Paid Leave, states that the County recognizes that the time required by employees to complete their duties is not limited by the length of the normal County workweek. Each employee who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act may be granted paid leave of absence in each calendar year as outlined in the Salary Ordinance Section 7-5 Paid Leave in recognition of time worked in excess of the normal County workweek, but not on an hour-for-hour or other proportional basis.

The parties acknowledge that the County may continue to require employees represented by PACE to work additional hours outside of their normal workweek to complete work and/or provide coverage, if necessary.

For the County:

Daniel M. Ryan
Ben
Murphy Keil
Christie G. Espange
Nelida Juel
Ruby

DATE: NOVEMBER 14, 2011

For the Union:

Michael Felt
John Hylleberg
Janet V. Leo
Richard Dawson
Barbara Mauder
KIRA BYRNE

DATE: 11/14/11

PACE SPAN OF CONTROL

SIDELETTER OF AGREEMENT

PACE SPAN OF CONTROL

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

This sideletter provides the procedure to be followed when it becomes necessary for a Supervising Eligibility Technician I to act for the Section Head and/or Division Director in his/her absence. Decisions regarding operating needs of the section, emergencies, or unforeseeable circumstances relating to the provisions of this sideletter, are at the discretion of the Section Head and/or Division Director and the Agency, and as such, shall not be grievable.

The Division Director and/or the Section Head shall endeavor to equitably distribute such coverage as defined in paragraph two above among those Supervising Eligibility Technicians I in the section in such a manner that in any 30-day period such coverage shall not fall disproportionately on any one supervisor. The distribution of such coverage is not grievable.

In the distribution of such coverage as defined above, the Section Head and/or Division director shall ask for volunteers first. If no volunteers are available, the Section Head and /or Division Director shall distribute such coverage on a rotating basis throughout the section.

For the County:

John Meighan
George Z. Halvey

For the Union:

Allen C. Crawford
Stewart Smith
James H. [unclear]
Tom [unclear]

Dated: 7/27/93

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSION

SIDELETTER OF AGREEMENT

BETWEEN

**PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA**

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

This sideletter of agreement provides that County employees represented by the Professional Association of County Employees Local 21, and who are members of the Alameda County Employees' Retirement Association (ACERA) shall be afforded paid release time to attend two ACERA sponsored workshops or seminars per year.

Upon ten working days advance notice by the employee to his/her supervisor, an employee, who is a member of ACERA, shall be granted paid release time to attend two ACERA sponsored workshops/seminars per year which are held during the employee's scheduled working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the session site. Planning sessions for jurisdictions other than the County of Alameda are exempted from this sideletter.

With prior notice to the immediate supervisor, additional leave may be granted by the Agency/Department Head and charged to the employee's accrued vacation, compensatory time, in-lieu holiday and floating holiday balance.

An Agency/Department shall not deny a request for this leave except for reasons critical to the operation of the Agency/Department.

FOR THE COUNTY:

Aileen Burke
Henry Adams
David Hill
Emmie J. Hill

FOR PACE:

Barbara Lenn
Paul Maloney
Barbara B...
Jessie Mc...

Date: March 8, 2001

ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM

LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA

AND

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION, LOCAL21, UNITS S06 AND S25

November 14, 2011

The Alameda County Board of Supervisors and the Professional Association of County Employees (PACE), Local 21, Units S06 and S25 hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

1. A child's illness which precludes the use of the employee's regular child care arrangement

Or

2. An unanticipated, temporary interruption of an employee's regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee's regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will begin on January 1, 2012 on a prorated basis, and will continue each fiscal year on July 1, unless either party (County or PACE) requests to reopen the agreement on or before **May 1st** of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY) for PACE, Local 21, Unit S06 and S25 (combined), unless modified by agreement. Underutilization of any FY's budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

1. Be in a PACE represented class;
2. Need job related child care for at least one child under 14 years of age;
3. Understand that the child care reimbursements will be reported as income to the IRS and State Franchise Tax Board.

REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.

2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child, or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work on date alternative child care services were provided. The supervisor has no other responsibilities or authority in regards to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:

The County and PACE, Local 21, Units S06 and S25, agree that the Alternative Child Care Assistance program shall continue each fiscal year during the term of this agreement.

Signed and entered into the 14th day of November 2011.

For the County:

Danthy
[Signature]
Miriam Urie
Amelia H. Egan
[Signature]
[Signature]

For the Union:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature] VP-CW
[Signature] KIRA BIRNE

DATE: NOVEMBER 14, 2011

DATE: 11/14/11

SALARY SURVEY

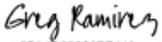
**SIDELETTER OF AGREEMENT
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

Salary Survey

The parties agree that in June 2023, the County and the Union will each conduct salary surveys for the classifications of Appeals Officer, Job Code 6738 and Supervising Appeals Officer, Job Code 6739. The surveys shall include comparator jurisdictions' wages in effect as of October 15, 2023. Upon the Union's request, the parties will meet and confer on the surveys' results in June 2023.

FOR THE COUNTY:

FOR IFPTE, LOCAL 21:

DocuSigned by:

95A1B8008007410...
Greg Ramirez
IEDA

5/31/2022
Date


Jeff Duritz
Representative/Organizer

5/31/22
Date

FLEXTIME GUIDELINES AGREEMENT

**2021 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN THE
COUNTY OF ALAMEDA ("County")
AND THE
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21 (UNITS S-06 and S-25)**

FLEXTIME GUIDELINES FOR LOCAL 21/PACE-REPRESENTED EMPLOYEES

AGREEMENT BETWEEN ALAMEDA COUNTY AND PACE TO ADDRESS IMPACTED PACE POSITIONS

Within thirty (30) calendar days of adoption by the Board of Supervisors of a successor Memorandum of Understanding, the Social Services Agency ("SSA") will execute a Procedural Agreement with PACE regarding the Flextime Guidelines for Pace Represented Employees ("Guidelines") to memorialize that

- 1) Client Advocates
- 2) Supervising Eligibility Technicians located in the Fremont Office and Livermore Self-Sufficiency Center
- 3) Child Welfare Supervisors working the Emergency Response Unit swing shift

in scheduling units of two (2) employees or less are eligible to request a flex schedule. Approval of a flex schedule for said employees shall be in accordance with the process as outlined in the Guidelines.

In addition, SSA agrees to incorporate the following updated schedule into the Four-Day Flextime Schedule of the Guidelines: 7:00 a.m. — 5:30 p.m. (10 hours – 8 days) with a 30-minute lunch.

TENTATIVE AGREEMENT

For the County:

DocuSigned by:

Greg Ramirez

9CA1D80690B7410

Gregory Ramirez, IEDA

For PACE S-06 and S-25:

Jeff Durtz

Jeff Durtz, Local 21 Representative/Organizer

Date: 10/1/2021

Date: 10/1/21

MINUTE ORDER

PAY PERIOD CALENDAR

<u>FROM</u>	<u>TO</u>	<u>PAYDAY</u>	<u>PAY PERIOD</u>
12/12/21	12/25/21	01/07/22 <i>CHRISTMAS OBSERVED 12/24/21</i>	22-01
12/26/21	01/08/22	01/21/22 <i>NEW YEAR'S OBSERVED 12/31/21</i>	22-02
01/09/22	01/22/22	02/04/22 <i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/17/22</i>	22-03
01/23/22	02/05/22	02/18/22	22-04
02/06/22	02/19/22	03/04/22 <i>LINCOLN'S BIRTHDAY OBSERVED 02/11/22</i>	22-05
02/20/22	03/05/22	03/18/22 <i>WASHINGTON'S BIRTHDAY OBSERVED 02/21/22</i>	22-06
=====			
03/06/22	03/19/22	04/01/22	22-07
03/20/22	04/02/22	04/15/22	22-08
04/03/22	04/16/22	04/29/22	22-09
04/17/22	04/30/22	05/13/22	22-10
05/01/22	05/14/22	05/27/22	22-11
05/15/22	05/28/22	06/10/22	22-12
05/29/22	06/11/22	06/24/22 <i>MEMORIAL DAY OBSERVED 05/30/22</i>	22-13
=====			
06/12/22	06/25/22	07/08/22	22-14
06/26/22	07/09/22	07/22/22 <i>INDEPENDENCE DAY 07/04/22</i>	22-15
07/10/22	07/23/22	08/05/22	22-16
07/24/22	08/06/22	08/19/22	22-17
08/07/22	08/20/22	09/02/22	22-18
08/21/22	09/03/22	09/16/22	22-19
09/04/22	09/17/22	09/30/22 <i>LABOR DAY OBSERVED 09/05/22</i> <i>ADMISSION DAY 09/09/22 (*)</i>	22-20
=====			
09/18/22	10/01/22	10/14/22	22-21
10/02/22	10/15/22	10/28/22 <i>COLUMBUS DAY OBSERVED 10/10/22 (*)</i>	22-22
10/16/22	10/29/22	11/10/22	22-23
10/30/22	11/12/22	11/23/22 <i>VETERAN'S DAY 11/11/22</i>	22-24
11/13/22	11/26/22	12/09/22 <i>THANKSGIVING OBSERVED 11/24/22 AND 11/25/22</i>	22-25
11/27/22	12/10/22	12/23/22	22-26

<u>FROM</u>	<u>TO</u>	<u>PAYDAY</u>	<u>PAY PERIOD</u>
12/11/22	12/24/22	01/06/23	23-01
12/25/22	01/07/23	01/20/23	23-02
		<i>CHRISTMAS OBSERVED 12/26/22</i>	
		<i>NEW YEAR'S OBSERVED 01/02/23</i>	
01/08/23	01/21/23	02/03/23	23-03
		<i>MARTIN Luther KING'S BIRTHDAY OBSERVED 01/16/23</i>	
01/22/23	02/04/23	02/17/23	23-04
02/05/23	02/18/23	03/03/23	23-05
		<i>LINCOLN'S BIRTHDAY OBSERVED 02/13/23</i>	
02/19/23	03/04/23	03/17/23	23-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/20/23</i>	
03/05/23	03/18/23	03/31/23	23-07
=====			
03/19/23	04/01/23	04/14/23	23-08
04/02/23	04/15/23	04/28/23	23-09
04/16/23	04/29/23	05/12/23	23-10
04/30/23	05/13/23	05/26/23	23-11
05/14/23	05/27/23	06/09/23	23-12
05/28/23	06/10/23	06/23/23	23-13
		<i>MEMORIAL DAY OBSERVED 05/29/23</i>	
=====			
06/11/23	06/24/23	07/07/23	23-14
06/25/23	07/08/23	07/21/23	23-15
		<i>INDEPENDENCE DAY 07/04/23</i>	
07/09/23	07/22/23	08/04/23	23-16
07/23/23	08/05/23	08/18/23	23-17
08/06/23	08/19/23	09/01/23	23-18
08/20/23	09/02/23	09/15/23	23-19
09/03/23	09/16/23	09/29/23	23-20
		<i>LABOR DAY OBSERVED 09/04/23</i>	
		<i>ADMISSION DAY OBSERVED 09/08/23 (*)</i>	
=====			
09/17/23	09/30/23	10/13/23	23-21
10/01/23	10/14/23	10/27/23	23-22
		<i>COLUMBUS DAY OBSERVED 10/09/23 (*)</i>	
10/15/23	10/28/23	11/09/23	23-23
10/29/23	11/11/23	11/22/23	23-24
		<i>VETERAN'S DAY OBSERVED 11/10/23</i>	
11/12/23	11/25/23	12/08/23	23-25
		<i>THANKSGIVING OBSERVED 11/23/23 AND 11/24/23</i>	
11/26/23	12/09/23	12/22/23	23-26

FROM	TO	PAYDAY	PAYPERIOD
12/10/23	12/23/23	01/05/24	24-01
12/24/23	01/06/24	01/19/24	24-02
		CHRISTMAS 12/25/23	
		NEW YEAR'S 01/01/24	
01/07/24	01/20/24	02/02/24	24-03
		MARTIN Luther KING'S BIRTHDAY OBSERVED 01/15/24	
01/21/24	02/03/24	02/16/24	24-04
02/04/24	02/17/24	03/01/24	24-05
		LINCOLN'S BIRTHDAY 02/12/24	
02/18/24	03/02/24	03/15/24	24-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/19/24	
03/03/24	03/16/24	03/29/24	24-07
=====			
03/17/24	03/30/24	04/12/24	24-08
03/31/24	04/13/24	04/26/24	24-09
04/14/24	04/27/24	05/10/24	24-10
04/28/24	05/11/24	05/24/24	24-11
05/12/24	05/25/24	06/07/24	24-12
05/26/24	06/08/24	06/21/24	24-13
		MEMORIAL DAY OBSERVED 05/27/24	
=====			
06/09/24	06/22/24	07/05/24	24-14
06/23/24	07/06/24	07/19/24	24-15
		INDEPENDENCE DAY 07/04/24	
07/07/24	07/20/24	08/02/24	24-16
07/21/24	08/03/24	08/16/24	24-17
08/04/24	08/17/24	08/30/24	24-18
08/18/24	08/31/24	09/13/24	24-19
09/01/24	09/14/24	09/27/24	24-20
		LABOR DAY OBSERVED 09/02/24	
		ADMISSION DAY 09/09/24 (*)	
=====			
09/15/24	09/28/24	10/11/24	24-21
09/29/24	10/12/24	10/25/24	24-22
10/13/24	10/26/24	11/08/24	24-23
		COLUMBUS DAY OBSERVED 10/14/24 (*)	
10/27/24	11/09/24	11/22/24	24-24
11/10/24	11/23/24	12/06/24	24-25
		VETERAN'S DAY 11/11/24	
11/24/24	12/07/24	12/20/24	24-26
		THANKSGIVING OBSERVED 11/28/24 AND 11/29/24	

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.

CONSENT CALENDAR ITEM

Approve Staff Recommendation regarding the County of Alameda's New Pay Item/Code Union Shop Steward/Officers Extended LOA – UNL



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: September 15, 2022

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **New Pay Item/Code: Approve as “Compensation Earnable” and “Pensionable Compensation” – County of Alameda**

The County of Alameda (County) requested that new pay item/code Union Shop Steward/Officers Extended LOA – UNL be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation. This new pay item/code was established to comply with Government Code Section 3558.8, which was added to Senate Bill 1085 (SB-1085) effective January 1, 2019. This provision requires “public employers to grant reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of an exclusive representative.” All full time Service Employees International Union (SEIU) shop stewards and elected officers are eligible for this pay item/code; however, no more than three employees are eligible for this leave at the same time.

On March 24, 2022, the Board of Supervisors of the County of Alameda adopted the attached Sideletter of Agreement (SLA) between the SEIU Local 1021 and the County to amend Section 5. Shop Steward, by adding subsection 5.I. Shop Steward/Elected Officers Extended Leave of Absence, to the 2015 – 2022 Memorandum of Understanding (MOU). This subsection outlines the process that SEIU Local 1021 must follow to request such leaves of absence for stewards or officers. The effective date of this new pay item/code is March 7, 2022.

Staff and Chief Counsel reviewed the required supporting documentation (attached) and made the determination that this 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 PEPRA members). Paid leave is included in both “compensation earnable” and “pensionable compensation”. The two relevant Government Code sections are attached for the Board of Retirement’s (Board) reference.

Staff informed the County that its determination will be included on the Board’s consent calendar for its September 15, 2022 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination to include pay item/code Union Shop Steward/Officers Extended LOA – UNL 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	08/19/22
Employer Department Submitting the Request	Auditor-Controller’s Agency
Contact Person/Employer (include title/position)	Stephanie Tsurumoto
Contact Person Telephone incl area code	(510) 272-6581
Contact Person Email address	stephanie.tsurumoto@acgov.org
Pay Item Name (and code Number)	UNL – Union SS/Officers Extended LOA
Pay Item Effective Date per authorization:	3/7/22
State if additional documentation is attached	Yes Board Letter

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

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

RESPONSE #1: Service Employees International Union (SEIU) shop stewards and elected officers.

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: No more than 3 employees that are eligible for this leave at the same time

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

RESPONSE #4: Regular base pay

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

RESPONSE #5: Leave with no loss of compensation, paid regular base pay

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

RESPONSE #6: No

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

RESPONSE #7: No

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

RESPONSE #8: No

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

RESPONSE #9: 37.5 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

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

RESPONSE #15: No

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

RESPONSE #16: Biweekly

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

RESPONSE #17:

Effective January 1, 2019, Section 3558.8 was added to the Government Code requiring public employers to grant reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of an exclusive representative. As a result of such legislation, SEIU Local 1021 requested to meet and confer to establish a provision within the 2015-2022 Memorandum of Understanding (“MOU”) between the County and SEIU Local 1021 (collectively herein as "the Parties") to allow such leave. The Parties met and conferred and reached agreement in March 2022 and signed a SLA (attached) codifying the process that SEIU Local 1021 must follow to request such leaves of absence for stewards or officers. Staff recommends your Board adopt the SLA that amends subsection 5.I. (Shop Steward/Elected Officers Extended Leave of Absence) of the MOU.



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

Human Resource Services

May 24, 2022

*BOS 5/24/22 Minutes
Approved Item A*

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

File 30836

SUBJECT: ADOPT: 1) A SIDELETTER OF AGREEMENT WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") LOCAL 1021; AND 2) SALARY ORDINANCE AMENDMENTS TO ADD SUBSECTION 3-12.95; TO UPDATE SUBSECTION 3-17.15; AND TO EXTEND SUBSECTION 3-21.103

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt a Sideletter of Agreement ("SLA") between the Service Employees International Union ("SEIU") Local 1021 and the County of Alameda ("County") to add subsection 5.l. (Shop Steward/Elected Officers Extended Leave of Absence) in accordance with the provisions of Senate Bill ("SB 1085")/Government Code Section 3558.8.
- B. Adopt Salary Ordinance amendments to amend Article 3:
 - i. Section 3-12. (Health Care Services Agency), by adding new subsection 3-12.95 to establish a footnote for one (1) employee in the classification of Program Specialist (Job Code ("JC") #0305PA), who is assigned lead responsibilities within a work unit in the Health Care Services Agency ("HCSA") Alameda County Behavioral Health ("ACBH") Vocational Services Division, to receive an additional five percent (5%) compensation of base pay effective June 12, 2022;
 - ii. Section 3-17 (Sheriff's Department), by updating subsection 3-17.15, a footnote for one (1) employee in the classification of Emergency Services Dispatch Supervisor (JC #1887SM) when assigned the communications training supervisor function in the Alameda County Sheriff's Office ("ACSO") Emergency Services Dispatch Center, shall receive an additional five percent (5%) compensation of base pay effective June 12, 2022. In addition, a footnote for up to five (5) employees in the classification of Emergency Services Dispatcher II (JC #1885NM) when assigned the communications training officer function in ACSO Emergency Services Dispatch Center, shall receive an additional five percent (5%) compensation of base pay retroactive to February 6, 2022; and
 - iii. Section 3-21 (Miscellaneous), by extending subsection 3-21.103, a footnote for additional compensation of 10% of the base pay for one (1) employee when authorized by the County Administrator and assigned overall countywide responsibility on workplace safety compliance and related duties and countywide special projects to July 8, 2023.

DISCUSSION/SUMMARY:

Effective January 1, 2019, Section 3558.8 was added to the Government Code requiring public employers to grant reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of an exclusive representative. As a result of such legislation, SEIU Local 1021 requested to meet and confer to establish a provision within the 2015-2022 Memorandum of Understanding ("MOU") between the County

and SEIU Local 1021 (collectively herein as "the Parties") to allow such leave. The Parties met and conferred and reached agreement in March 2022 and signed a SLA (attached) codifying the process that SEIU Local 1021 must follow to request such leaves of absence for stewards or officers. Staff recommends your Board adopt the SLA that amends subsection 5.I. (Shop Steward/Elected Officers Extended Leave of Absence) of the MOU.

In addition, as a result of a reclassification study, staff recommends that your Board approve the creation of a new footnote for one (1) employee in the classification of Program Specialist (JC #0305PA), to receive an additional five percent (5%) compensation of base pay effective June 12, 2022, when assigned lead responsibilities within a work unit in the HCSA Alameda County Behavioral Health ("ACBH") Vocational Services Division. During the reclassification audit, it was determined that the employee is performing duties outside of the scope of their classification as a Program Specialist, specifically, the employee is functioning in a lead capacity providing oversight, guidance, training, coaching and interpretation/implementation of program policies and procedures within the unit. The ACBH will be reviewing their current organizational structure and staffing plan to determine a more appropriate and permanent solution, therefore the request for said footnote shall be temporary. The Director of Human Resource Services will review this footnote on or before December 25, 2023.

Furthermore, at the request of ACSO, staff concurs and recommends that your Board approve an amendment to subsection 3-17.15 of the Salary Ordinance to: 1) specify that one (1) employee in the classification of Emergency Services Dispatch Supervisor (JC #1887SM) will receive an additional five percent (5%) compensation of base pay when assigned the communications training supervisor function in ACSO Emergency Services Dispatch Center effective June 12, 2022; and 2) increase the number of eligible employees in the classification of Emergency Services Dispatcher II (JC #1885NM) from three (3) to five (5) to receive an additional five percent (5%) compensation of base pay when assigned the communications training officer function in ACSO Emergency Services Dispatch Center retroactive to February 6, 2022. The retroactive effective date for the latter is to appropriately compensate an employee who was assigned the communications training officer function since February 13, 2022. At that time, more than three (3) dispatcher trainees were hired which immediately required an additional training officer. The ACSO Office Emergency Dispatch Center has an ongoing operational need for additional training officers to provide new dispatcher trainees guidance and supervision during their probationary period. A newly-hired dispatcher trainee is required to go through rigorous training that can last up to two (2) years before the dispatcher trainee is able to function independently. Increasing the number of training officers will increase ACSO's ability to train multiple dispatcher trainees simultaneously. The County met and conferred with each of the respective Unions and reached agreement on the amended language to the Salary Ordinance.

Lastly, staff recommends amending Section 3-21 (Miscellaneous) of the Salary Ordinance by extending the termination of subsection 3-21.103 to July 8, 2023. On November 23, 2021, your Board approved the extension of subsection 3-21.103, a footnote which provides one (1) employee an additional 10% compensation of the base pay when authorized by the County Administrator and assigned the overall countywide responsibility to provide guidance to County Agencies/Departments on workplace safety compliance; track and ensure communication and coordination between County Agencies/Departments, County Risk Management Unit, and partner agencies sharing County facilities on workplace safety compliance; and perform other related duties and countywide special projects to June 26, 2022; however the County determined it has an ongoing need for the current incumbent to continue performing these added functions. Therefore, staff recommends that said footnote to be extended to July 8, 2023 and shall be deleted from the Salary Ordinance upon the sunset date

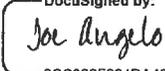
FINANCING:

Funds are available in the 2021-2022 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the applicable recommendation.

VISION 2026 GOAL:

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

Very truly yours,

DocuSigned by:

20220524104
Joe Angelo, Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Agency/Department Heads

Bos 5/24/22 Minkes
File 30836

Attachment

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

Revised March 3, 2022

The County of Alameda ("County") and the Services Employees International Union Local 1021 ("SEIU"), herein collectively referred to as the "Parties", have met and conferred and reached agreement on this Sideletter of Agreement ("Sideletter") to the 2015-2022 Memorandum of Understanding ("MOU") to modify Section 5. (Shop Stewards), by incorporating the requirements of Senate Bill 1085.

This Sideletter is intended to memorialize the agreement reached between the Parties and is not intended to supersede any other terms and conditions of employment contained in the MOU between the County and SEIU.

The Language in Section 5. is modified to read as follows:

SECTION 5. SHOP STEWARDS

- 5.A. PURPOSE.** The County 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.
- 5.B. ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. 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, county or agency/department policy or MOU.
- 5.C. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Agency/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 agency/department concerned.
- 5.D. DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

1. Duties and Time Limits

- a. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their normal work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
- b. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.

To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The shop steward shall report such time to his/her supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

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.

1. If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
2. Stewards/employees who participate in the meet and confer process and/or participate on a Labor Management Team, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participating on a labor management team.

5.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 (1) steward will be allowed time off from work upon one occasion to investigate the grievance.

5.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.

5.G. LIMITATIONS OF TIME OFF. Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

5.H. SHOP STEWARD SIGNS. Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than four (4) inches by twelve (12) inches.

5.I. SHOP STEWARD/ELECTED OFFICERS EXTENDED LEAVE OF ABSENCE. Pursuant to the provisions of Senate Bill 1085 ("SB 1085")/Government Code Section 3558.8, upon written request of the Union to the Human Resource Services Employee and Labor

Relations Division, and subject to Agency/Department Head approval, the County shall grant a steward or union officer of the Union a reasonable leave of absence without loss of compensation or other benefits. Leave granted under this subsection 5.I. (Shop Steward/Elected Officers Extended Leave of Absence) must be in full-day increments and may be on a full-time, part-time, periodic, or intermittent basis and is subject to the following procedures and conditions:

1. The Union shall submit a written request to the Agency/Department Head, with a copy to the County's Labor Relations Manager, at least 15 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and must include the following:
 - a. Name of Shop Steward or Elected Officer;
 - b. Classification;
 - c. Job Code;
 - d. Bargaining Unit; and
 - e. Dates and times of requested leave.

2. The leave shall be approved if the requested timeframe does not interfere with the performance of County services and Agency/Department operations and provided the following conditions are met, unless otherwise mutually agreed:
 - a. No more than three (3) employees shall be on leave at the same time for the purposes of subsection 5.I.;
 - b. Employees must have completed their probationary period. Employees who are approved for leave prior to the completion of their probationary period shall have their probationary period extended by the same period of time the employee is on leave under this subsection 5.I.; and
 - c. Employees are not on administrative leave for any other purpose.

3. Upon approval of the leave, the authorizing Agency/Department shall codify in a memorandum to the union of the approved leave dates in accordance with subsection 5.I. herein. For the duration of the employee's approved leave, the following shall apply:
 - a. The employee shall receive general wage increase(s) and step increases authorized for said classification as outlined in Section 16.- (Wages).
 - b. The employee shall not work overtime or in any other capacity for the County during such time the employee is on leave as provided in subsection 5.I.
 - c. The Union shall reimburse the County for all benefits and compensation paid and earned/realized by the employee on leave, including but not limited to all wages, health and retirement benefits, and any related direct and indirect employer driven costs. The County shall provide the Union with an invoice detailing the direct and/or indirect employer driven costs.
 - d. The employee shall be covered by the Union's Workers' Compensation Insurance for the duration of the approved leave. The Union shall provide the County with a liability insurance certificate that covers any third-party claim that pertains to the conduct of the employee while they are acting as a representative of the Union.
 - e. Reimbursement by the Union shall occur within 30 business days of the County billing to the Union. The Union's failure to reimburse the County within 30 business days may be grounds for termination of the employee's otherwise approved leave.

4. At the conclusion or termination of the leave granted under this subsection 5.I., to the extent feasible, the steward or Elected Officer shall have a right to reinstate to the same position and work location they held prior to such leave. If the authorizing

Agency/Department determines that by approving such leave, it may not be feasible to reinstate the steward or Elected Officer to the same position and/or work location upon completion of such leave, such concern shall be communicated to the union prior to approving said leave. In the event it is not feasible to reinstate the steward or Elected Officer to the same position and/or work location, the employee will be reinstated to a substantially similar position without loss of seniority, rank or classification.

5. The Union shall hold harmless, defend, and indemnify the County and its officers, agents, and employees from and against any liability, claim, action, cost, expense, fee, damage or loss attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom or to any violation of federal, state or municipal law or regulation arising out of or during the course and scope of the employee's approved assignment.

For the County:

DocuSigned by:

3/7/2022
Signature _____ Date

For SEIU Local 1021:

DocuSigned by:

3/7/2022
Signature _____ Date

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.

CONSENT CALENDAR ITEM

Approve Staff Recommendations regarding Superior Court of California's New Pay Items/Codes:

- **Part-Time Court Interpreter – INT11**
- **Court Interpreter Video Remote Interpreting Region 2 with 25% Premium Pay – INT25**



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: September 15, 2022

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **New Pay Item/Code: Approve as “Compensation Earnable” and “Pensionable Compensation” – Superior Court of California**

Superior Court of California (Superior Court) requested that new pay item/code Part-Time Court Interpreter – INT11 be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation”. This new pay item/code establishes a footnote provision for additional compensation of 11% of the base pay to be paid to part-time court interpreters with an a.m. only or p.m. only assignment or a night court only assignment in the job classification “2 – Professionals (EEO-1 Job Categories)”, covered by the California Federation of Interpreters, The Newspaper Guild-Communications Workers of America, Local 39000, Memorandum of Understanding (MOU).

Superior Court advised Staff that this pay item/code became effective September 25, 2017, and have been using this pay item/code to pay employees from that time. Superior Court further advised that the attached current Memorandum of Understanding (September 25, 2017 through September 30, 2020) is used until current negotiations with the union are complete.

Staff and Chief Counsel reviewed the required supporting documentation (attached) and made the 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 PEPRA members). This pay item/code increases the employee’s base pay in all pay periods like a normal salary increase. Under the Board of Retirement’s (Board) historical practices, this kind of pay item/code has been included in both “compensation earnable” and “pensionable compensation.” The two relevant Government Code sections are attached for the Board’s reference.

Staff informed Superior Court that Staff’s determination will be on the Board’s consent calendar for approval at its September 15, 2022 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination to include pay item/code Part-Time Court Interpreter – INT11 as “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRA members).

Attachments



**Superior Court of California
COUNTY OF ALAMEDA**

Finance and Facilities Division
René C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612
2nd Floor, Room 210
Telephone: (510) 891-6215

Memorandum

Date: August 22, 2022 **Action Requested:** New Pay Codes Approval: INT11

To: Sandra Duenas, ACERA

From: Lisa Clark, Sr **Contact:** payrollunit@alameda.courts.ca.gov
Accountant (510) 891-6215

Subject: **REQUEST FOR REVIEW: NEW PAY ITEMS/CODES – INT11**

We are submitting our request for your review and approval of the pay item INT11 that has been paid to employees from September 25, 2017 through current.

Please review our submittal and provide written notice of your determination as to whether the new pay item is “compensation earnable” or “pensionable compensation” which should be included in calculations to determine member’s retirement benefit.

Attachments:

Request for Review: New Pay Item/Code Form
Attachment 1 – Responses to Request For Review: New Pay Item/ Code – INT11
Local Union 39000 Memorandum of Understanding (CFI) – effective 9/25/17-9/30/20

Cc:
Melanie Lewis, Finance and Facilities Director
Jenny Lee, Finance Manager, Finance and Facilities Division
Payroll Unit
Eva Hardy – ACERA
Nicole Mallari - ACERA

Attachment 1
RESPONSES TO REQUEST FOR REVIEW: NEW PAY ITEM/CODE:
INT11 – Part-Time Court Interpreter

1. Job Classification “2 – Professionals (EEO-1 Job Categories)” – Part-Time Court Interpreters, covered by the Local 39000 Memorandum of Understanding (“MOU” or “labor agreement” or “CFI”) effective September 25, 2017 may receive this pay item.
2. Part-Time Court Interpreter employees may receive this pay item.
3. All Part-time Court Interpreter employees that are members of the Local 39000 CFI MOU may receive this pay item.
4. The pay item is in addition to the regular hourly base pay outlined in the Local 39000 CFI MOU.
5. The pay item is calculated as a regular hourly base pay times 11% plus regular hourly base pay, and paid for at least four hours of a daily assignment.
6. The pay item is paid each time for any day the interpreter is providing services, and is paid for at least four hours of daily assignment.
7. The pay item is paid for any Regular Part-Time and Intermittent Part-Time Court Interpreter employees, with an a.m. only or p.m. only assignment, or a night court only assignment, and shall be guaranteed not less than four hours per assignment.
8. The pay item is not a reimbursement.
9. The normal workweek shall consist of 40 hours in five consecutive days, Monday through Friday. The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Night Court shall be by local practice but generally shall start after 5:00 p.m. and end by 9:00 p.m.
10. The pay item is for work performed within the regular workweek.
11. The pay item is not for deferred compensation.
12. The pay item has been paid as pensionable the entire time; and if not approved as pensionable with this petition, the correction will apply to all payments from current through back to September 25, 2017.
13. The pay item is not for accrued unused leave.
14. The pay item is not the compensation payment 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.
15. The pay item is not a severance or other payment in connection with or in anticipation of a separation from employment.
16. This pay item is paid bi-weekly, in accordance with the regular payroll schedule.
17. The basis for eligibility for the pay item and the regular base pay is outlined in the Local 39000 (“Union”, “MOU” or “CFI”) with effective dates September 25, 2017 through September 30, 2020.



REQUEST FOR REVIEW: NEW PAY ITEM/CODE

Employer: Superior Court of California, Alameda County Superior Court

Date: 08/22/2022

Employer Contact: Lisa Clark

Position/Title: Sr Accountant

Contact Phone Number: 510-891-6215

Contact Email: payrollunit@alameda.courts.ca.gov

The following information is required before ACERA can review and respond to your request. Please provide substantive responses on a 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).
2. State employment status of employees eligible to receive the pay item (i.e., full time employees, part time employees)
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")
4. State whether pay item is for overtime or regular base pay.
5. State whether pay item is calculated as a fixed amount or percentage of the base pay.
6. State whether the pay item is paid one time (i.e., incentive pay, referral pay, bonus, award).
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).
8. State whether the pay item is a reimbursement (i.e., car allowance, housing allowance, uniform allowance, mileage payment, cell phone allowance)
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)
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)
11. State whether the pay item is for deferred compensation.
12. State whether the pay item is 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)
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.
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)
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. 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).

AGREEMENT BETWEEN

THE CALIFORNIA SUPERIOR COURTS OF REGION 2



AND

CALIFORNIA FEDERATION OF INTERPRETERS
THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA
LOCAL 39000

COVERING ALL EMPLOYEES IN THE COURT INTERPRETER UNIT



September 25, 2017 through September 30, 2020

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ARTICLE 1 - PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstanding or difference which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

ARTICLE 2 - RECOGNITION

1. General

Court Management hereby recognizes CFI/TNG-CWA Local 39000, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all employees of the Superior Courts of California in Region 2 that provide language interpretation services in court and related proceedings.

Region 2: Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma.

Excluded from this unit are court interpreters represented in another unit as provided in Government Code section 71828(d) and management, supervisory and confidential employees. Also excluded from this unit are employees who perform non-interpreter duties in a language other than English.

2. Unit Work

Except as otherwise expressly set forth herein, no one except bargaining unit employees shall perform bargaining unit work. Bargaining unit work shall be the type of work normally or presently performed within the bargaining unit covered by this MOU. Such work shall include, but is not necessarily limited to, simultaneous or consecutive interpretation of court proceedings, court-ordered programs for which an interpreter is required, such as court-ordered: psychiatric evaluations; interviews with defendants and witnesses; sight translation of court documents; probate investigations; mediations sessions and child-custody evaluations, or other interpreter services as required by the court. The term "interpreter services" is defined as oral interpretation or sight translation between two or more other person.

3. Non-Unit Work

Non-Unit work is interpreter work the assignment of which the Court does not control.

ARTICLE 3- IMPLEMENTATION

This Memorandum of Understanding will become effective upon ratification by the members of the bargaining unit and approval of the Region.

ARTICLE 4 - AUTHORIZED AGENTS

Section 1:

For the purpose of meet and confer under this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Region's principal authorized agent shall be the Chairperson of the Regional Court interpreter Employment Relations Committee or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39000 and his/her designee.

Section 2:

For the purpose of administering the terms and provisions of this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Court's principal authorized agent shall be the Executive Officer for each Superior Court in the Region or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39000 and his/her designee.

ARTICLE 5 - TERM

This Agreement shall expire on September 30, 2020.

ARTICLE 6 - NOTICE OF INTENT TO TERMINATE AND NEGOTIATE SUCCESSOR AGREEMENT

In the event that either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period of ninety to one-hundred and twenty days prior to the termination date of this Memorandum of Understanding its written request to commence negotiations for such successor Memorandum of Understanding. In the event that no notification is given, the Memorandum of Understanding shall be extended for twelve months without change.

ARTICLE 7 - NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Union and all other applicable rights provided by the Trial Court Interpreter Employment and Labor Relations Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, disability status, sexual orientation or any other protected class provided by law.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

No employee (except during their probationary period) shall be subject to discipline without cause. Probationary employees shall not be allowed to appeal any discipline.

Discipline and Discharge Standards

Discipline will usually be imposed progressively. Progressive discipline will normally include one or more written warnings and/or a suspension before a termination is imposed. However, subject to the appeal process contained herein, deviations from this procedure may occur whenever it is determined that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. The circumstances shall include, but not necessarily be limited to, the gravity of the offense. Accordingly, circumstances may warrant an immediate suspension or termination.

With the exception of layoffs for organizational necessity, discipline, up to and including termination, will be for cause. For purposes of this policy, "for cause" will have the same meaning as that set forth in Government Code Section 71805(e).

Administrative Leave

The Court Executive Officer or designee may, at any time during the time when a charge(s) is pending against a regularly scheduled employee, place the employee on paid administrative leave. Administrative leave with pay shall not be considered corrective action as defined in this article and shall not be subject to challenge.

1. Notice of Discipline/Discharge

When the Court Executive Officer or designee is considering disciplinary action consisting of a suspension, termination or demotion/reduction in pay, the affected employee will be given written notice of the proposed disciplinary action. A copy of the notice will be sent simultaneously to the Union. The notice will include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), by the date specified in the notice.

If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and will take effect as described in the notice of proposed disciplinary action. If the employee responds to the charge(s) within the time specified in the notice of proposed disciplinary action, the court shall consider the employee's response and all of the information upon which the charge(s) is based. The Court Executive Officer or designee shall then issue a determination on the notice of proposed disciplinary action.

If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion/reduction in pay, the employee, or the Union on behalf of the employee (with the employee's written approval) may appeal such determination in writing, within 10 business days of the date that the Court Executive Officer or designee issued the determination. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand. If the

Union is unable to obtain the employee's signature before filing the appeal, it shall obtain the employee's written approval within thirty calendar days of filing the appeal.

2. Arbitration to Review of Disciplinary Decisions

In the event that an employee in a timely manner files an appeal as described in section 1 above, a binding arbitration will take place. Within 10 business days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to hear the case. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service or another mutually acceptable source.

The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence. The employee and Court Executive Officer or designee shall have the right to call witnesses and present evidence. The Court Executive Officer or designee will release trial court employees to testify at the hearing upon adequate notice. The hearing officer has the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.

The employee has the right to representation, including legal counsel, if provided by the employee. The arbitrator's report will be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator does not have authority to add to, detract from, alter, amend, or modify the Memorandum of Understanding or any of the court's rules, policies, or procedures. Fees and expenses of the arbitrator and court reporter shall be split equally between the parties.

Court witnesses released to testify at the hearing will be released with pay.

3. Representation

At any investigatory interview that the employee might reasonably believe would lead to discipline of the employee, the employee has the right to have a shop steward or union representative present during the interview upon the request of the employee. If the employee's preferred shop steward or union representative is not available to attend a meeting scheduled by the court, the employee shall arrange for an alternative shop steward or union representative to be present. If no alternative shop steward or union representative can be found to represent the employee at the investigatory interview, the Court shall reschedule the scheduled interview within three business days, unless otherwise agreed to by the parties.

ARTICLE 9 - GRIEVANCE PROCEDURE

Purpose:

- A. This grievance procedure shall be used to process and resolve grievances arising under this MOU in a just, equitable and expeditious manner. The employer shall not discriminate, coerce, restrain or retaliate against any employee or employees who participate in the grievance procedure.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

1. Wherever used, the term "employee" means either employee or employees, as appropriate.
2. Whenever used, the term "grievant" means employee, group of employees or Union.
3. As used in this procedure, the term "immediate supervisor" means the individual identified by the CEO or designee.
4. A "grievance" is a dispute of one or more employees, or the Union involving the interpretation, application or the enforcement of the express terms of this MOU.
5. A "complaint" is a dispute of one or more employees involved in the application or interpretation of a rule or policy not covered by this MOU. Complaints shall only be processed as far as Step 2 of the grievance procedure.
6. "Business day" means a calendar day, exclusive of Saturdays, Sundays and court holidays.
7. A "union representative" refers to an employee designated as a steward, a union staff representative or any other person designated by the Union, who shall act in the capacity of a steward.

Time Limits:

1. None of the parties shall delay the processing of a grievance at any step of the established procedure.
2. If the Court fails to respond to a grievance within the time limits specified at each step, the grievant shall have the right to appeal to the next step.
3. Any level of review or time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing, and shall include notice to the Union.
4. Failure by the grievant to respond within the time limits specified at any step shall settle the grievance on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
5. By mutual written agreement, the grievance may revert to a prior level for reconsideration.

Employee Rights:

1. Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without union representation.
2. The employee has the right to assistance of a representative in the preparation and investigation of his or her formal written grievance, and in the presentation of the grievance to management, and to be represented by the Union in formal grievance meetings.
3. A Court employee may present his/her grievance to Court Management on court time if they are scheduled to work on that day. Formal grievance meetings will be scheduled whenever possible for a day that the employee is scheduled to work.
4. The Court will notify the Union promptly in writing of all grievances filed.
5. Court employees who are witnesses in a formal grievance meeting may attend the

- formal grievance meeting on paid court time.
6. Upon request, the union shall have the right to obtain a copy of a settlement that involves the interpretation or application of the terms of this Agreement when an employee is not represented by the Union.
 7. Consistent with law, the Court shall provide the Union with the necessary information to process the grievance.

Informal Conference:

The employee may discuss any potential grievance with his or her immediate supervisor within eight (8) business days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with the employee at a mutually satisfactory time. The employee may elect to have a union representative attend such meeting. The supervisor shall respond to the employee within eight (8) business days after the initial conference. Any informal resolution of a dispute at this step shall not set a precedent. Participation in this informal step shall not extend the deadline for filing a formal grievance.

Formal Grievance - Step 1:

- A. No later than twenty (20) business days after the occurrence or discovery of the matter on which the grievance is based, an employee, group of employees or the Union, may file a formal written grievance.
- B.
 1. A formal grievance shall be initiated in writing on a form provided by the Court and shall be filed with the Human Resources office of the grievant's home court. The employee will retain a copy. The Human Resources office shall provide a receipt or shall initial and date the employee's copy to show receipt.
 2. If an interpreter, or the Union on behalf of an interpreter(s), files a grievance concerning a cross assignment and matters related to the away court, the grievance shall be filed with the home court and the Regional Chair. If the matter does not resolve at the informal conference, it may, upon mutual agreement, be appealed directly to the Regional Chair.
- C. The grievance form shall contain the following information:
 1. The name(s) of the grievant(s) and representative;
 2. The specific provision of the MOU alleged to have been violated;
 3. The date, time and place of occurrence;
 4. Brief summary of the grievance;
 5. Steps, if any, that were taken to secure informal resolution;
 6. The remedy requested;
 7. Signature of the grievant(s) and the date filed; and
 8. The addresses to which all correspondence and responses should be sent.
- D. Within ten (10) business days of the receipt of the grievance, the designated Court Management representative will meet with the grievant and the Union representative (if any). Within ten (10) business days following such meeting, the Management representative shall respond in writing to the grievance.

- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Formal Grievance - Step 2:

- A. Within ten (10) business days after receipt of the decision at Step 1, the grievant may appeal to the Executive Officer or designated representative using a copy of the grievance.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the CEO or designated representative who has not been involved in the grievance at any prior level shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter, the CEO or his/her designee will provide a written decision not more than ten (10) business days following the grievance meeting.
- C. For cross assignment grievances only, within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the Regional Chair shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter the Regional Chair will provide a written decision not more than ten (10) business days following the grievance meeting.
- D. If the CEO or Regional Chair fails to give a decision within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration.
- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Arbitration - Step 3:

- A. Within thirty (30) business days from receipt of the written decision of the Executive Officer or designated representative, the Union shall have the right to submit an unresolved grievance to arbitration. The Union's request for arbitration shall be made in writing to the Court Executive Officer.
- B. If no request for arbitration is made within thirty (30) business days, the decision of the CEO shall be final and binding. If the CEO fails to respond in writing at Step 2, the Union shall have thirty (30) days from the date the decision was due to request arbitration. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.
- C. Within five (5) business days after receipt of a timely written request for arbitration, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, the parties will request that a panel of seven potential arbitrators from the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service be sent to the both parties. Upon receipt of the list, the parties will select an arbitrator using a strike off procedure. The party to strike the first name shall be determined by coin toss.

- D. The fees and expenses associated with the arbitrator, the transcript and the court reporter shall be shared equally by the parties. All other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
- E. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.
- F. Both parties shall jointly consider whether the type of case involved lends itself to mediation. If, through mediation, the parties can reach a mutually acceptable disposition, the disposition shall become final and binding upon the parties. If the mediation process does not result in an acceptable resolution to both parties, the case shall be submitted to arbitration.
- G. The written decision of an arbitrator resulting from any arbitration or grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding.

ARTICLE 10 - GRIEVANCE MEDIATION

RESERVED.

ARTICLE 11 - EXPEDITED ARBITRATION

- A. This is an alternative to the procedures set forth in the Arbitration Section of Article 9, Grievance Procedure. The following matters shall be heard using this procedure and not the Arbitration section of Article 9.
 - A. Any alleged violation involving a monetary amount of less than \$1,000 that does not involve a dispute over contract interpretation.
 - B. For all other matters, this procedure will only be utilized upon mutual written agreement of the parties.
- 2. Prior to the hearing a joint submission statement setting forth the issue(s) to be determined will be prepared and submitted to the arbitrator. If the parties cannot agree to a submission statement, each party shall present to the arbitrator its own submission statement and the arbitrator shall determine the issue(s) to be resolved.
- 3. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings.
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including, but not limited to, witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, and 2) there will be no post-hearing briefs.

4. The arbitrator selected will hear the grievance(s) within ten (10) business days of his/her selection, or a later date if agreed upon by the parties and may hear multiple cases during the course of the day.
5. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
6. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony, and closing oral argument. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
7. The decision of an arbitrator resulting from the arbitration of a grievance hereunder will be binding upon the parties. However, this decision will not have any precedential or persuasive value in relation to any other grievance.

ARTICLE 12 - MANAGEMENT RIGHTS

The Courts within the region retain, solely and exclusively, all rights, powers and authority that they exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as expressly limited by provisions of this MOU. Additionally, it is the exclusive right of the Court Management to determine its mission, to set standards of services to be offered to the public and exercise control and discretion over their organization and operations. It also the exclusive right of Court Management to make all financial and budgetary decisions, including decisions concerning expenditures. In addition, the Courts retain control of the manner and means of the work performed by interpreters and may hire, supervise, discipline and terminate employment of court interpreters. These and all rights of Court Management are expressly reserved to the Court unless such rights are abrogated by a clear and express provision of this MOU or by mutual, express, written and signed agreement by the Region and the Union.

ARTICLE 13 - AGREEMENT, MODIFICATION AND WAIVER

Section 1:

This MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this MOU.

Unless otherwise permitted by this MOU or required by law, no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Region.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Section 2:

It is understood and agreed that the provisions of this Section are intended to apply only to matters that are not specifically covered by this agreement.

With respect to matters not specifically covered by this agreement, existing policies, procedures and practices shall govern.

It is recognized that during the term of this agreement it may be necessary for the courts to make changes in policies, procedures or practices affecting the employees of the Unit.

When the Court finds it necessary to make such a change it shall notify the Union indicating the proposed change and the Region shall meet and confer with the Union over the impact of the proposed change on Unit members prior to implementation.

Any agreement resulting from such meet and confer shall be executed in writing by all parties hereto, and, if required, approved and implemented in accordance with this Memorandum of Understanding.

ARTICLE 14 - SEVERABILITY AND PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law and the remainder of this Memorandum of Understanding shall not be affected.

ARTICLE 15 - NEW INTERPRETER TRAINING

This provision shall only apply to:

- Interpreters who are newly hired as court employees and who, prior to employment by the Court, had not performed interpreter services for a California trial court for 30 days; and
- Courts with more than four FTE bargaining unit employees.

Prior to any Court assignment, a newly hired interpreter with less than two years of interpreting experience in the California criminal trial courts will receive two days of paid in-service training by an experienced employee with a minimum of three years experience interpreting in the Courts. This in-service training shall include various aspects of court interpreting including but not necessarily limited to courtroom protocol, safety issues, and use of court equipment. Within the next twenty workdays, the new employee may receive one additional day of paid in-service training while performing an assignment. This additional day of training shall be based upon the need of the new employee established in conjunction with Court management. All such training shall be consistent with Court policy.

Employees who wish to volunteer to provide the in-service training shall notify the Court Executive

Officer or designee. Assignment to provide the training shall be made by the Court. If fewer than two employees volunteer to provide the training, the Court's obligation to conduct the training shall cease. Training procedures to be developed by the Labor Management Committee.

ARTICLE 16 - NEW EMPLOYEE INFORMATION AND ORIENTATION

Section 1 - New Employee Information

The employer shall notify the Union in writing within two weeks of the hire of any new employee covered by this agreement. For each new hire the employer shall supply employee name, address, phone number, date of hire, job classification, rate of pay and assignment location.

Section 2 - Orientation

A CFI/TNG-CWA representative and/or one Union Steward on court time may participate in new employee orientation for the purpose of providing information about the Union including a union brochure or packet regarding Union membership. Each court shall notify the Union in advance of the time and location of employee orientations for newly hired court interpreters.

ARTICLE 17 - STATUS

- A. Full Time - Full time employees shall be those employees who are regularly scheduled by the Court to work Monday-Friday, forty hours per week.
- B. Regular Part Time - Part time employees shall be those employees who are regularly scheduled by the Court to work twenty or more hours per week but less than forty hours per week.
- C. Intermittent Part Time - Intermittent part time employees are those employees who are scheduled by the Court to work less than twenty hours per week or on an as-needed basis.
- D. Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purpose of status designation for benefits only. A part time intermittent employee without benefits who becomes eligible for benefits under Article 23F (Miscellaneous Benefits), based on any hours worked, will maintain status as a part time intermittent employee – until and unless the Court and the employee mutually agree to change the employee's status to something other than part time intermittent.

ARTICLE 18 - SENIORITY

Seniority shall be measured as stated below and used for the purposes of layoff (as set forth in Article 31), assignment (as set forth in Article 19), and others if explicitly agreed to by the express terms of this Agreement.

For those bargaining unit members who were hired by the Court as pro tempore employees on or before July 1, 2005, seniority shall be measured from the date the interpreter was first engaged by the home court as an independent contractor or pro tempore, whichever came first.

For those bargaining unit members who were hired as pro tempore employees after July 1, 2005, seniority shall be measured from the date they were first hired by the home Court.

An interpreter who resigns in good standing shall be eligible for reinstatement and restoration of seniority subject to the local court rules, policies and practices.

ARTICLE 19 – ASSIGNMENTS

Section 1. Definitions

The Courts shall assign and/or deploy interpreters in accordance with this agreement and in the manner that, in each Court’s discretion, best provides language access to limited-English proficient (LEP) court users. Such assignments shall be in accordance with Judicial Council policies pertaining to language access.

A court shall not assign a bargaining unit employee to interpret in a language for which they are neither certified nor registered unless no employee who is certified or registered in that language is available to work.

(1) *Regular Assignment*

A regular assignment is an assignment made to a specific courthouse or location for a continuous and indefinite period, with no scheduled end date.

(2) *Floater Assignment*

A floater assignment is an assignment that is full time or part time and not a regular assignment. The location of the work to be performed may vary from day-to-day and may include multiple locations throughout the working day.

(3) *As Needed Assignment*

An as-needed assignment is a part time assignment that is based upon each Court’s determination of day-to-day court needs and how best to provide language access services to limited-English proficient (LEP) court users.

Section 2. Regular Assignments

In the event that there is an opening for a regular assignment, such assignment shall be filled based upon seniority within the language pair.

Section 3. Floater Assignments

Interpreters assigned to floater positions may provide the Interpreter Assignment Office with a list of preferred courthouses and/or preferred geographic areas within their home court for consideration. The Court may consider seniority and location preferences in making floater assignments. However, the business needs of the Court will take priority.

Section 4. As-needed Assignments

As-needed employees have priority for work assignments over independent contractors.

The Court may notify employees and independent contractors simultaneously of potential assignments. In the event no employee interpreter accepts the assignment within the time frames provided below, an independent contractor may be offered the assignment.

- A. As-needed interpreters (either part-time or intermittent part-time) will be placed on a “call as-needed” list for daily assignments.

- B. When the Court contacts as-needed interpreters to offer an assignment, the Court will allow three (3) hours for the employee interpreters to respond. The senior employee interpreter responding during the three-hour window period shall receive the assignment.
- C. When the Court identifies an assignment before noon for the next business day, the Court will allow two (2) hours for the employee interpreters to respond. The senior employee interpreter responding during the two-hour window period shall receive the assignment.
- D. If an as-needed assignment is identified on the same day, or after noon on the day before the assignment, the Court may contact as-needed employee interpreters and independent contractors simultaneously (if by email or group text) and may offer the assignment to the first responding interpreter. If contacting interpreters by phone, phone contacts shall be made to employee interpreters first.

Section 5. Cancellations of Assignments

For as-needed assignments for intermittent and part time employees, once the offer of work has been extended and accepted, both the Court's decision not to provide work and the interpreter's decision to withdraw from the assignment shall be subject to 24 hours' notice.

For assignments cancelled by the Court without adequate notice as described above, the home or the away court will provide the interpreter an alternative assignment or the home court shall compensate the employee for the number of hours of the assignment, up to a maximum of eight (8) hours. In the event that the employee cancels with less than 24 hours' notice, they may be subject to disciplinary action.

Section 6. Judicial Officers

The final assignment decision rests with the judicial officer(s).

Section 7. Records

The Court will maintain a record of contacts and assignments given to any class of interpreter.

Section 8. Offers of Regular Employment

Current part-time and intermittent employees will be given first consideration for full-time and regular part-time job openings in their language pair based upon seniority.

Section 9. Video Remote Interpreting

In the event that the Region makes the initial decision to implement Video Remote Interpreting for spoken language, the parties agree to reopen the MOU Article 19 Assignments and Article 20 Cross Assignments. The Region shall provide CFI with not fewer than 90 days advance written notice of its decision and provide to CFI the opportunity to meet and confer regarding the impacts of the decision prior to the implementation of the decision. The Region shall not implement its decision to utilize Video Remote Interpreting for spoken language prior to December 31, 2014.

The scope of the meet and confer over the impacts of the above decisions shall include but not necessarily be limited to the following:

1. Circumstances that are appropriate for VRI;

2. Modes of interpretation;
3. Protocols and procedures appropriate for use of VRI;
4. Protection of the Attorney/Client privilege and other confidentiality issues;
5. Technical minimums for equipment used for VRI including cameras, video screens, lighting, microphones, audio quality computers and band width;
6. Training for interpreters and other court staff on the use of VRI equipment;
7. Onsite technical support;
8. Ethical issues related to use of VRI;
9. Impediments to performance;
10. How interpreters are to be assigned to VRI;
11. Document procedures related to use of VRI;
12. Compensation.

ARTICLE 20 - CROSS-ASSIGNMENT PROCEDURES

Definitions Pertaining to Article 20 Only:

1. Home Court: The Region 2 court in which an eligible interpreter is an employee.
2. Requesting Court: The Region 2 court requesting a cross-assignment and in which an eligible employee may be temporarily cross-assigned.
3. Cross-Assignment: Any assignment to perform spoken language interpretation for a superior court other than the interpreter's home court where the interpreter actually travels outside the county of the home court to a Requesting Court.
4. Eligible Interpreter: A Region 2 interpreter employee that meets all eligibility criteria specified in Section 2 below.
5. Region 2 Administrative Chair: A designee of Region 2 whose duty is to act as a resource for local court coordinators, including regular update of interpreter employee rosters and local coordinator contact lists and assistance and guidance with compliance with Article 20.
6. JCC Regional Coordinator: An employee of the Judicial Council of California whose duty is to monitor the cross-assignment of interpreters within Region 2 to perform record-keeping and other data reporting functions, as described in this Article.
7. Local Court Interpreter Coordinator: An employee of a Region 2 court whose duty is to coordinate the scheduling of interpreter assignments to best provide language access to litigants.

Section 1. General Provisions

This article covers cross-assignments for Region 2 court interpreter employees. Except as expressly

provided herein, nothing in this article is intended to limit employee priority for assignments over independent contractors within the Region. Region 2 courts may cross-assign interpreter employees from and to other regions.

Employees may accept regular long-term cross assignments in requesting courts. Nothing in this Article requires interpreter employees to agree to accept cross-assignments.

Section 2. Eligibility

A court interpreter of a Region 2 court may not be an employee of another California court or contract to perform interpreting services with another California court, but may accept cross-assignments to provide services to more than one Region 2 court through this cross-assignment process, provided that all of the following eligibility criteria are met:

1. The interpreter employee has completed an annual election form or a cross-assignment status update form, as described in Section 3A or 3B, indicating willingness to accept cross-assignments;
2. The judicial officer presiding over the cross-assignment does not decline to use the eligible interpreter;
3. A full time interpreter employee may only be placed on the eligibility list with his/her home court's written authorization;
4. The interpreter employee agrees to comply with all other requirements of this Article.

Section 3A. Annual Process to Elect to Cross-Assign

Beginning with the first full calendar year after ratification of this Agreement, interpreter employees may elect to be placed on the cross assignment eligibility list on an annual basis. By November 15th of each calendar year, the JCC Regional Coordinator or Region 2 Administrative Chair shall provide to all Region 2 employee interpreters an annual election form upon which the employee interpreter may indicate whether he/she is willing to accept cross-assignments in the subsequent calendar year, beginning on January 1st.

Interpreter employees who want to be eligible to cross-assign in the upcoming calendar year must return signed annual election forms to the JCC Regional Coordinator or Region 2 Administrative Chair by the close of business on December 15th.

An interpreter employee who fails to return a signed annual election form by the deadline will be ineligible to receive cross assignment offers during the subsequent calendar year but may become eligible upon submitting a cross assignment status update form as provided in Section 3B of this Article.

The annual election form shall no longer request information from interpreter employees regarding the counties for which they are willing to perform services. By electing to be available to cross-assign, the employee interpreter is electing to receive cross assignment offers from any Region 2 court.

Upon receipt of annual election forms, the JCC Regional Coordinator or Region 2 Administrative Chair shall create an updated cross-assignment list, organized by language and listing in priority order interpreter employees in each language by seniority, as defined in Article 18. The list shall also include each interpreter's home court and preferred phone number and email address.

The annual list shall be distributed to each court's local court interpreter coordinator before January 1st

each year.

Section 3B. Quarterly Cross Assignment Status Update

New or existing employees who did not submit an annual election form by the deadline may submit to the JCC Regional Coordinator or the Region 2 Administrative Chair a cross-assignment status update form at any time, indicating that they elect to be added to or deleted from the annual list. The employee elections made on status update forms shall be reflected in the next quarterly update of the annual list and shall become effective when quarterly updates are distributed to the courts. Quarterly updates shall be distributed to local court coordinators on April 1, July 1 and October 1 of each year.

The JCC and Region 2 courts shall explore the feasibility of developing an online list of interpreter employees eligible to cross-assign, accessible by each local court interpreter coordinator, that can be updated throughout the year to add and delete interpreter employees who modify their elections to cross assign.

Section 4. Procedure to Schedule Cross-Assignments

The home court shall have the first right of assignment for its employees. Eligible employees may only accept an offer of cross-assignment when the employee's home court releases that employee to accept a cross-assignment.

The procedures below do not apply to assignment requests received for the same day or for the next business day. For such short-notice assignments, the court will offer the assignment simultaneously (by email or group text) to home courts with eligible employees and independent contractors and will confirm the assignment with the first responding interpreter. If contacting interpreters by phone, phone contacts shall be made to employee interpreters first.

For assignments not filled with home court employees, the local court coordinator of the requesting court will take the following steps to give priority to eligible interpreters on the cross assignment list.

1. Requesting court local coordinator will consult the cross assignment eligible employee list and send individual email requests to:
 - a. all home court local coordinators with eligible cross-assigning employees in that language;with copies to:
 - b. home courts' eligible cross-assigning employees
 - c. JCC Regional Coordinator
2. Within three (3) hours of the time the email is sent by the requesting court's local coordinator, any eligible employee who is willing to accept the cross-assignment must notify his/her home court interpreter coordinator of his/her willingness to accept the cross-assignment.
3. Home court local coordinators will consult their assignment calendars and determine if eligible employees can be cleared. If a home court local coordinator determines that eligible employees are not available because they are already assigned, or may likely be assigned to work in the home court, the home court shall inform the requesting court that the home court has no eligible employees available to cross assign without waiting for eligible employees' responses described in number 2, above. If the home court declines to make available an eligible employee who indicates a willingness to accept a cross-assignment and does not end up having an assignment for the eligible employee at the time of the cross-assignment, the home court is required to compensate

the eligible employee for the hours the eligible employee would have worked in the cross-assignment. If a home court local coordinator determines that one or more eligible employees are available to cross assign, the home court local coordinator will email the requesting court after he/she has determined whether he/she can clear the eligible and willing employee(s).

Home court local coordinators shall send a response to:

- a. requesting court local coordinator

with copies to:

- b. home court's eligible cross-assigning employee(s)
- c. JCC Regional Coordinator

4. Home court local coordinators shall respond to the requesting court local coordinator as promptly as possible and within 24 hours of the time of the request.
5. If no home courts respond within 24 hours of the time of the request, the requesting court is determined to have met its obligation to seek a cross-assigning employee and is free to procure an opt out interpreter or independent contractor, in accordance with applicable California statutes and Rules of Court. If a home court failed to respond, due to oversight or any other reason, and an eligible interpreter who would have otherwise received the assignment due to his/her seniority is denied an opportunity to accept a cross-assignment, the home court shall compensate the eligible employee for the missed assignment opportunity.
6. If more than one home court clears its eligible and willing interpreter employee(s), the requesting court shall offer the assignment to the available eligible interpreter with the most seniority and email a confirmation to:
 - a. that employee's local home court coordinator
 - b. the eligible interpreter employee who receives the assignmentwith copies to:
 - a. The home court interpreter coordinator of any other home court that cleared its employee(s)
 - b. any eligible interpreter(s) of those courts willing to accept the assignment
 - c. JCC Regional Coordinator
7. Once the offer of a cross-assignment has been extended and accepted, both the requesting court and the eligible employee are bound by that agreement. In the event the requesting court determines that it no longer needs the eligible employee for a cross assignment, the requesting court shall provide 24 hours' notice of the cancellation. If the requesting court does not provide notice of cancellation at least 24 hours prior to the assignment, the eligible employee shall be compensated for the assignment as if it had been performed.
8. Once a cross assignment is offered and accepted, the home court may only cancel the cross-assignment to fill a need in the home court by giving a minimum of five business days' notice to the requesting court and the cross assigning interpreter.
9. The JCC Regional Coordinator shall maintain records of all cross-assignment requests and transactions, including those where a cross-assignment is confirmed and those where no home court clears, or eligible employee agrees to accept, a cross-assignment.

Section 5. Half-day Cross-Assignments

In instances involving an interpreter employee performing two half-day assignments in different courts (i.e., a home and away court or two away courts), a requesting court may determine, based on a judicial officer’s scheduling needs or the needs of a particular assignment, whether an otherwise eligible employee will be offered an assignment.

Section 6. Compensation and Travel Reimbursements

Eligible employees that perform cross-assignments shall be compensated for these assignments by their home courts. They shall also be reimbursed by their home courts for cross-assignment related travel expenses (e.g. mileage, parking, tolls, lodging, etc.) in accordance with the provisions of Government Code section 71810(f).

Employees who accept a cross-assignment shall be compensated for reasonable travel time, in excess of one hour, per assignment.

If an eligible employee submits a written request to be compensated for travel time or mileage in excess of the travel time or mileage indicated by MapQuest (or other similar internet mapping/directions services used by the court), the interpreter must provide a written explanation/documentation justifying the request for additional reimbursement.

ARTICLE 21 - HOURS OF WORK

Section 1. Workweek

The workweek will be defined by the local court consistent with the local court’s payroll system. The normal workweek shall consist of 40 hours in five consecutive days, Monday through Friday.

Section 2. Workday and Hours

The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Night Court shall be by local practice but generally shall start after 5:00 p.m. and end by 9:00 p.m.

ARTICLE 22 - WAGES AND OTHER COMPENSATION

A. Wages

Effective in the first full pay period following ratification, the following base pay rates shall apply.

Step 1	Step 2	Step 3	Step 4	Step 5
\$36.74	\$38.58	\$40.51	\$42.53	\$44.66

Employees initially hired in the Region on or before December 31, 2010 shall be placed at Step 3. Employees hired between January 1, 2011 and date of ratification of this MOU shall be placed at Step 2. Employees hired after the date of ratification of this MOU shall be placed at Step 1.

To move to the next step in the range, employees must have completed 12 months of continuous employment with the court since their last placement/movement in the step range.

Each court shall follow its local practice for employees in the court's largest non-managerial bargaining unit with respect to whether a satisfactory rating is required on the most recent formal performance evaluation to advance to the next step in the salary range. In courts that require a satisfactory rating, if no performance evaluation was performed during the most recent requisite timeframe, the employee will not be prevented from advancing to the next step.

An employee transferring employment from one Region 2 court to another will maintain the same salary step.

B. Half-day assignments and half-day rate: (base hourly wage times 1.11)

Regular part time and intermittent part time employees with an a.m. only or p.m. only assignment or a night court only assignment shall be paid at the half-day hourly rate and shall be guaranteed not less than four hours per assignment.

C. An employee who has worked any half-day or a full day assignment on the same day that the employee works a night court assignment shall be paid for the actual hours worked for the night court assignment.

D. Interpreters sent from their original report facility to any other facility or facilities will be paid mileage between the original report location and any other locations to which they are assigned within the home court, pursuant to Judicial Council guidelines.

E. Dual Language Differential

Interpreters who are certified and/or registered in more than one language and are assigned to provide services in more than one language shall receive a 10% pay differential for any day that they are assigned to work in two foreign languages.

F. Wage Reopener

At the union's request on or after July 1, 2019, the parties agree to meet and confer on Article 22 A.

ARTICLE 23 -BENEFITS

These benefits are to be effective on ratification, or as soon thereafter as reasonably possible and consistent with plan requirements.

- A. Vacation - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for vacation benefits at the same level as those non-management, hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, scheduling, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of vacation benefits as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's vacation accrual rate schedule

based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned vacation.

- B. Sick Leave - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for sick leave benefits at the same level as those non-management hourly, represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, notification procedures, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of sick leave benefits as the larger or largest (by number of employees in the unit) non management hourly, represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's sick leave accrual rate schedule based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned sick leave.

- C. Leaves of Absence - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for a leave of absence (paid and/or unpaid) at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include, but not necessarily be limited to, eligibility, length, pay status, job protection (if any), etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of leave of absence benefit as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit.

- D. Health, Vision, Dental and other Insurance Benefits - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for health, vision, dental and other insurance benefits at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to eligibility, covered conditions, co-pays, deductibles, out of pocket maximum payments, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of health, vision, dental and other insurance benefits as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit. The impact of any changes in insurance benefits will be subject to meet and confer.

- E. Retirement - Each full time and regular part time bargaining unit member of a local trial court shall be eligible to participate in the same retirement plan at the same benefit level as

those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to, eligibility, vesting, employee contribution, regular retirement date, benefit formula, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of retirement benefit as the larger or largest (by number of employees in the unit) non management hourly represented employees’ bargaining unit. The impact of any change in the retirement plan will be subject to meet and confer.

- F. Miscellaneous Benefit Eligibility - Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purposes of status designation. However, for an interpreter who is intermittent part time interpreter to become a part time interpreter and eligible for benefits they must work 50% time or more for six consecutive months before becoming eligible for benefits. Further they must maintain an average of 50% time or more during each succeeding six-month period to be eligible to continue to have benefits, subject to the specific benefit plan permitting. If an intermittent part time employee becomes eligible for benefits and then fails to continue to be eligible because they have not worked the requisite 50% time, they shall be ineligible for benefits for a period of at least six months.

The ability to reenroll shall be subject to the requirements of the benefit plan. Employees may use accrued discretionary leave to supplement work time if their work hours fall below the required 50% average. Part time employees who lose eligibility for health insurance due to a reduction in hours may be eligible for continuation of health insurance, at the employee’s expense, based upon COBRA eligibility and health plan rules.

G. Holidays

Full-time regular employees will be provided paid time off on the following holidays:

New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln’s Birthday	February 12
Washington’s Birthday	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans’ Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Part-time employees are eligible for holiday pay on a pro rata basis, based on the employees’ fractional time base.

Employees required to work on mandated court holidays shall be paid their applicable hourly rate

for their hours worked on the holiday and will be provided paid holiday hours in lieu of the holiday. A full-time regular employee will be provided eight hours paid holiday hours in lieu of the holiday. Part-time employees will be provided eligible paid holiday hours based on the employee's fractional or pro rata time-base.

ARTICLE 24 - PAYDAY

Employees in the bargaining unit shall be paid on the same dates and in the same manner as other employees of each local trial Court. The Union and the bargaining unit employees shall be given advance notice of any changes in the payday schedule.

ARTICLE 25 - EMPLOYEE PARKING AND TRANSIT

Court-provided employee parking and reimbursement of parking and transit related expenses shall be maintained in accordance with each trial court's practices. In the event that the local practice changes, the Court shall meet and confer regarding the impact of the changes in practices.

ARTICLE 26 - PROFESSIONAL CONDUCT, STANDARDS AND CONDITIONS

Section 1 - General Provisions

The parties agree that court interpreters will not be required to perform their duties in such a manner that would require them to violate the Judicial Council's Rules for Professional Conduct for Interpreters (currently Rule 2.890). An interpreter may not be disciplined for informing the Judicial Officer, in an appropriate manner, of conditions that impede his/her ability to perform complete and accurate interpretation or sight translation. The parties agree that if the Judicial Officer directs the interpreter to interpret notwithstanding the impediment, the interpreter shall comply with the Judicial Officer's direction.

Section 2 - Team Interpreting

The Court recognizes that interpreter assignments can vary in the demands made upon the physical and mental stamina of interpreters and that an interpreter may need to advise the Judicial Officer that he/she is fatigued and needs a break. Team interpreting may be ordered within the discretion of the Court.

Section 3 - Pre-appearance Interviews; Review of Documents and Preparation Time

Consistent with California Standards of Judicial Administration, Section 2.10, the Court recognizes the importance of pre-appearance interviews and the right of an interpreter to request such an interview.

The Court recognizes the value, where appropriate, of interpreters reviewing documents to familiarize themselves with terminology and context before interpreting in a case. The Court recognizes the right of interpreters to request to do so.

Section 4 - Sight Translations and Recorded Foreign Language Media

Interpreters shall perform sight translations of documents consistent with the needs of the Court.

Interpreters shall not be required to perform any task that would require the interpreter to provide legal advice or to advise defendants as to their choices in completing forms.

The Court acknowledges that prior to performing sight translations, interpreters may request the opportunity to review and assess the document and advise the Judicial Officer of any problems associated with the sight translation.

The Court acknowledges that simultaneous interpretation of foreign language audio/visual material may be especially challenging and recognizes the right of the interpreter to request a review of such material in advance and to advise the Judicial Officer of any problems associated with that simultaneous interpretation.

Section 5 - Interpreting for Both Prosecution and Defense

In all trials in which interpreters are required for both the prosecution and the defense, the Court will make reasonable efforts to provide separate interpreters to each party.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF CERTIFICATION

Continuing Education

The parties recognize the importance of continuing education of employees within the unit in order to maintain a stable, highly qualified and effective workforce in the delivery of interpreter services.

Training Opportunities

An employee in the unit may request to participate in educational and training programs, symposiums, seminars, conferences and meetings that will lead to an increase in the skills, knowledge and understanding of the employees' current job assignment. An employee may also request to participate in training activities necessary to enhance succession planning or career development.

Interpreters may be eligible for leave without pay for purposes of education and/or training subject to the discretion of the Court Executive Officer.

Seminars/Conferences

Full-time, part time and intermittent employee interpreters are entitled to be reimbursed for Court Interpreter Minimum Continuing Education (CIMCE) approved seminars/conferences for up to \$750 every two years. Reimbursement for regular part-time part and part-time intermittent employees shall be prorated over the preceding 12 months.

Interpreters shall be allowed up to three (3) workdays per calendar year, without loss of pay or benefits, to attend CIMCE-approved seminars and conferences for the purpose of obtaining required continuing education credits. Regular and intermittent part-time employees shall be paid up to three workdays (i.e.,

up to 24 hours), prorated based on the number of hours worked in the preceding 12 months. The Interpreter shall be responsible for requesting this time to attend CIMCE-approved seminars and conferences at least fourteen calendar days in advance, and failure to do so may serve as a reasonable basis for the Court to deny the Interpreter's request.

On January 1, 2018, all employees in the bargaining unit shall start a new two-year cycle for reimbursement for CIMCE approved seminars/conferences. Any employees in the bargaining unit whose two-year cycle ends prior to January 1, 2018 shall be entitled to up to \$750 in reimbursements prior to January 1, 2018.

State Certification and Licenses

Regular full-time employees shall receive reimbursement for State certification. Regular part-time and IPT employees shall receive reimbursement on a pro rata basis based on hours worked in the preceding 12 months.

ARTICLE 28 - JOINT LABOR/MANAGEMENT COMMITTEE ON ISSUES AFFECTING THE INTERPRETER UNIT

Section 1:

It is the intention of the parties to establish a Region-wide Joint Labor/Management Committee on court interpreter issues to provide a forum for Labor and Management to jointly discuss issues of concern to the Court and employees in the unit. These issues shall be limited to issues within the scope of representation.

Section 2:

The Joint Labor/Management Committee on court interpreter issues shall consist of four (4) management representatives designated by the Regional Chair and an equivalent number of employee representatives designated by the Union.

Section 3:

During the term of this agreement, the Joint Labor/Management Committee on interpreting issues shall meet twice annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss (not meet and confer) on issues within the scope of representation. Employee representatives shall attend meetings on court time. The parties shall exchange proposed agendas one week in advance of any meeting.

ARTICLE 29 - HEALTH AND SAFETY

Section 1:

Management will provide and maintain a safe and healthy place of employment. Employees shall report to the manager of interpreter services or Court Safety Officer any hazardous or unsafe practices, equipment and/or conditions of which they are aware.

Section 2:

The Court shall offer TB tests at no cost to the employee annually and at any time that an interpreter reasonably believes he/she may have been exposed to TB at work.

The Court shall offer all interpreters training on tuberculosis and safety measures for working with prisoners and psychiatric patients.

Interpreters shall not be required to interpret for:

1. Inmates or other individuals they reasonably believe have communicable diseases without electronic equipment that allows the interpreter to maintain a safe distance.
2. Inmates in a confined or locked space without law enforcement supervision.

ARTICLE 30 - OFFICE SPACE AND EQUIPMENT

Section 1:

Interpreters shall be provided with an area to leave personal belongings and reference materials in a secure place.

Section 2:

Each courthouse with employee interpreters shall maintain electronic simultaneous sound equipment. Electronic simultaneous sound equipment shall be provided upon request to interpreters under the following circumstances:

- A. When simultaneous interpretation is to last for 20 minutes or longer.
- B. When the interpreter reasonably believes that the person interpreted for has an infectious or communicable disease.
- C. When physical conditions in the courtroom would hinder interpreter performance, regardless of the length of the proceeding.

ARTICLE 31 - LAYOFFS AND REDUCTION IN STATUS

A. General

The Court may release an employee when a reduction in force for organizational necessity is to be implemented. Organizational necessity shall include but not necessarily be limited to lack of work or lack of funds.

B. Procedures

1. Notice

Employees shall be given written notice of not less than twenty Court days before the effective date of the layoff. The Court shall send a copy of the notice to the Union.

2. Probationary Employees

No full time or part time employees shall be laid off due to a reduction in force until all probationary employees have been released. An employee with a regular assignment who is subject to layoff may request to be placed on the list for intermittent assignments.

3. Full Time and Regular Part Time Employees

Once the scope of the reduction in force is determined, a layoff list shall be established for full time and regular part-time employees by language. Employees will be released based on inverse order of seniority as defined in Article 18. In the event that the remaining position(s) are of a different status than the remaining least senior employee's prior position, the least senior remaining employee may be required to accept that position of a different status to avoid layoff.

C. Reemployment List

Employees who are laid off shall be placed on a reemployment list in order of seniority. Laid off employees who choose to be placed on the intermittent list shall remain on the reemployment list.

The names of employees laid off due to a reduction in force shall remain on the reemployment list for 12 months.

ARTICLE 32 - PERFORMANCE EVALUATION AND JOB QUALIFICATIONS

A. Performance Evaluations

Region 2 Courts may implement a regular performance evaluation process following ratification of this agreement to evaluate basic job performance other than interpreting skills and abilities. Any future process to evaluate performance of interpreter skills and abilities shall be subject to meet and confer at the regional level prior to implementation.

The supervisor will share the work performance evaluation criteria with employees at least ninety (90) days prior to implementation of formal work performance evaluations, and with newly hired employees, to ensure that employees have been provided the criteria, any form used, and an explanation of the process, including the right to respond, prior to the initial performance evaluation.

"Basic job performance" includes, but is not limited to, factors such as: following court policies and procedures; adapting to varied work assignments; observing safety practices; demonstrating professional workplace conduct; complying with the Judicial Council's Code of Ethics for Court Employees; and satisfactory attendance and punctuality. It does not include evaluation of interpreting performance, including but not limited to factors such as knowledge and techniques required to interpret from one language into another, accuracy, proficiency in modes of interpretation, or quality and quantity of work.

Each Region 2 court will notify the union at least ninety (90) days in advance of the implementation date for performance evaluations, and will provide the Union with information on the criteria, forms and process to be followed. Following a request by the Union, the local Court will meet and confer regarding the impacts of the proposed work performance evaluation process.

1. Purpose of Work Performance Evaluations

The work performance evaluation is a tool to encourage and enhance communication between the employee and his/her immediate supervisor, and provides a forum for the employee and supervisor to discuss and document work performance.

2. Frequency of Work Performance Evaluations

Work Performance evaluations may be conducted on an annual basis for employees after the probationary period is completed. For newly hired employees, work performance evaluations will be conducted at the end of the first 4 months of the probationary period and upon completion of one year of employment.

Employees will be provided a copy of their completed work performance evaluation prior to placement in the personnel file. Any negative evaluation shall include any documents referenced in the evaluation and include specific recommendations for improvement. When an employee's work performance is below standard, a work performance improvement plan of up to 90 days may be established. The work performance plan may be extended one time for a second 90-day period to allow for further performance improvement at the discretion of the supervisor.

3. Employee Response To A Performance Evaluation

An employee may submit a written rebuttal to a performance evaluation. An employee's written response shall be placed in the employee's official personnel file along with the work performance evaluation.

Performance evaluations are not disciplinary actions and are not subject to the grievance procedure.

B. Job Qualifications

Section 1:

Employees shall maintain their certification and registration status with the State of California.

Section 2:

If an employee's certification or registration lapses during the term of this Agreement for any of the following:

1. Failure to pay certification fees;
2. Failure to meet continuing education requirement; or
3. Failure to work the minimum professional experience requirements;

The employee shall be placed on administrative leave without pay or benefits for up to 90 calendar days or until the deficiency is corrected whichever is earlier. During this leave, the employee shall not be eligible to work for the Court. However, if the deficiencies are cleared within 90 days, the Court will return the employee to their same or similar assignment. If the deficiency is not cleared within 90 calendar days, the employee's employment shall be terminated. Prior to involuntary termination, the employee shall be offered resignation. An employee terminated for any of the

above deficiencies shall be eligible for rehire consistent with the local Court's rules, policies and practices.

Section 3:

When the Judicial Council establishes a certification exam in a language, an existing employee of the Court who is registered in that language shall have three opportunities to take and pass the test and become a certified interpreter. In the event that the employee does not successfully complete the examination, after its third offering, their employment shall be terminated. An employee must take the examination each time it is offered in the language pair. Prior to an involuntary termination the employee shall be offered resignation. An employee terminated for failing to pass the exam who subsequently passes the exam and becomes certified shall not be disqualified from future employment with the Region 2 Courts because they failed to pass the exam and were terminated.

ARTICLE 33 - COURT RULES AND POLICY CHANGES

All proposed amendments to local policies which pertain to interpreters and are within the scope of meet and confer and all proposed amendments to the Region Two Personnel Policies for Court Interpreters, shall be reduced to written form and distributed by management to the Union. Representatives of the Court/Region and the Union shall meet and confer regarding the proposed change prior to its adoption.

ARTICLE 34 - PERSONNEL FILES

The Court will maintain an official personnel file for each employee. Employees should inform the Court of any changes in personal information.

An employee, upon written request to the Court's Human Resources Manager, shall be entitled to inspect his or her official personnel file. The contents of such file shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Court. A union representative may accompany the employee during the review of the file. The employee may request and shall be provided copies of any document in the file. When the employee is not available, a Union representative with the written permission of the employee may review the employee's personnel file in the presence of an HR representative and obtain copies of documents upon request.

The Court shall provide an opportunity for the employee to respond in writing to any information about which he or she disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing written responses to be included as part of the employee's permanent personnel record.

At or before time of placement, employees shall be given copies of all letters or memoranda concerning their job performance or conduct that are to be placed in their official personnel file.

The employee may file a complaint under the grievance procedure regarding any such document within the prescribed time limits.

Upon an employee's request, any written warnings and/or reprimands issued more than one year prior shall be removed from his or her personnel file if no subsequent warnings, reprimands or

discipline have been issued to the employee for the same or similar reason.

ARTICLE 35 - EMPLOYEE LISTS AND INFORMATION

CFI/TNG-CWA, Local39521 may request from the Region an alphabetized listing, by county, of the names of all employees within the Unit. An employee list may be requested four times a year and shall be provided within 30 days of such request.

The parties understand and agree that reducing the use of paper products and the costs of shipping is an economically and ecologically sound practice. Management shall make every reasonable effort to provide employee lists and other information requested by the Union in electronic format.

ARTICLE 36 - PAYROLL DEDUCTIONS AND DUES

Section 1: Agency Shop

For the term of this Agreement, all current and future interpreter employees shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a service fee to the Union in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for bargaining unit employees. The membership and service fee payments shall be established by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment. Failure of an employee to pay membership or service fees shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize the judicial process to compel payment.

Religious Exemption

A bargaining unit employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations shall, upon presentation of proof of membership satisfactory to the Regional Committee and the Union, be relieved of any obligation to pay the required service fee. That employee shall be required to pay sums equal to those service fees to a non-religious, non-labor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of the following three funds: The Red Cross, UNICEF or United Way. Proof of those payments shall be made by the employee on a monthly basis to the trial court that employs the employee as a condition of continued exemption from the requirement of financial support to the Union.

Section 2 - Payroll Deductions

The Union shall provide the Regional Chair and trial courts with a current statement of membership fees and service fees for bargaining unit employees within the Region. The statement shall be amended as necessary. The trial court may take up to 30 days to implement such changes. Each pay period, effective with the first complete pay period worked by a bargaining unit employee newly employed by the trial court, the trial court shall make membership and service fee payroll deductions, as appropriate, from the regular periodic payroll warrant of each bargaining unit employee. As soon as practical, but generally within 14 working days following payday, the trial court will promptly pay over to the Union all sums withheld for membership and service fees. The trial court shall provide with each payment a list of employees paying membership and service fees. All such lists shall contain the

employee's name, employee number, classification and the amount deducted. A list of all bargaining unit employees shall be provided to the Union monthly. The Union shall be entitled to collect, through the payroll deduction method, membership and service fees, COPE deductions, and special membership assessments, and may make such changes as may be required, from time-to-time. The Union shall give the trial court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

Section 3 - Financial Reporting

The Union shall annually provide to the Regional Committee the information required by Government Code Section 71814(f).

Section 4 - Indemnification Clause

The Union agrees to indemnify, defend and hold the employer court that makes the deduction harmless from any and all claims, demands, suits or other liabilities of any nature that may arise as a result of the application of the provisions of this article.

ARTICLE 37 - UNION STEWARDS AND REPRESENTATIVES

Section 1:

Management recognizes that Local 39000 Stewards are the official on-site representatives of the Union.

Section 2:

The Union shall select a reasonable number of stewards, and notify the Court Executive Officer (CEO) in writing as to who has been designated as a steward. Any change in stewards shall be communicated in writing to the CEO in a timely fashion. On occasion and depending upon the circumstances, the Union may designate a representative, not a current steward, who shall act in the capacity of steward for a grievance meeting with prior written notice to the CEO. The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee. Such request shall not be unreasonably denied.

After receiving approval from the supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time, pay or employment benefits, to investigate, prepare and present grievances and disciplinary appeals of court interpreter bargaining unit employees. The supervisor shall authorize the steward to leave his/her work if it is determined that the steward's absence will not interfere with the work of the unit. When immediate approval is not granted, the supervisor shall inform the steward and shall establish an alternate time when the steward can be released from his/her work assignment.

Not more than one steward shall be on paid court time during any grievance meeting. The presence of a shop steward at the meeting does not preclude a union staff representative from also being present at the meeting.

Section 3:

The Region will provide reasonable release time without loss of pay or employment benefits for

unit employees released under this section. Up to five unit employees will be released for the purpose of negotiating a labor agreement or successor labor agreement with Region 2 Negotiating Committee. For all other meet and confer sessions, up to two (2) unit employees will be released. In courts with more than fifteen (15) bargaining unit employees, up to three (3) bargaining unit employees will be released with no more than two (2) from any one court with fifteen (15) or less bargaining unit employees, for purposes of meet and confer.

Section 4:

Any time spent performing the functions of a steward outside of the normal business day, or any time spent on a day when a steward is not otherwise scheduled for work, shall not be compensated by the Court. Following a meeting in a different court, management will make reasonable efforts to return a steward to work at his/her work location.

Section 5:

Employee Organization Leave

Full-time and part-time employees, at the request of the Union, may apply for an unpaid personal leave for up to six months at one time for the purpose of conducting Union business. Employees on this leave will maintain their seniority during the leave of absence. Requests for organization leave shall be in writing to the Court Executive Officer or designee and shall be discretionary based upon the needs of the Court. Employee organizational leave shall not be unreasonably denied.

ARTICLE 38 - ACCESS

Union representatives shall have access to the trial court's premises to ensure that the terms of the MOU are being followed. A union representative, other than a bargaining unit employee, shall notify the CEO or designee in advance when he or she will require access to non-public areas other than interpreter break rooms and waiting areas for the purpose of ensuring the terms of the MOU are being followed. The authorized representative shall not disrupt employees during their work time.

ARTICLE 39 - BULLETIN BOARDS

- A. The Union may use designated, adequate bulletin board space provided by the court to post communications of the employee organization at each interpreter waiting area/office where members of this unit are assigned. In facilities where there is no waiting area/office space, the Court shall provide adequate, accessible bulletin board space in non-public areas where bargaining unit members work. Any materials posted shall be dated and initialed by the Union representative responsible for the posting.
- B. The Union agrees not to post any material of an illegal, libelous, obscene, defamatory, or solely non-educational partisan political nature on bulletin boards.

ARTICLE 40 - SUBCONTRACTING UNIT WORK

To the extent that a Court determines to subcontract unit work presently performed or hereafter assigned to the unit, it shall subcontract such work consistent with the limitations set forth in

Government Code Section 71802. The Court agrees that it will not use Section 71802 for the purpose of reducing costs.

ARTICLE 41 - PROBATIONARY PERIOD

All newly hired employees shall serve an initial probationary period. Full time employees shall serve a probationary period of 9 months. Part time employees shall serve a probationary period of 1560 hours or 18 months, whichever is less.

ARTICLE 42 - NO STRIKE/NO LOCKOUT

A. No Strikes or Lockouts

During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members and all other employees shall not, in any way, directly or indirectly, engage in any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference with or interruption of court work in any Court operations. The Court agrees that it will not lock out employees.

B. Crossing Sanctioned Picket Lines

If an employee covered by this Agreement is expected to cross a picket line set up due to a labor dispute sanctioned by a Central Labor Council in the Region, and if crossing that picket line is in conflict with the employee's conscience, the Chief Executive Officer or his/her designee will meet with the Union, if requested, within 24 hours to attempt to reassign the employee in a manner which retains Court services and does not result in disciplinary action against the employee.

ARTICLE 43 – JOB ABANDONMENT

When an employee fails to report for work for five consecutive scheduled working days without any notice to court management, the employee shall be considered to have abandoned his or her employment.

The court will provide a notice of separation due to job abandonment to the employee. The notice shall be delivered to the employee in person or mailed to the employee at the employee's address of record. The employee's address of record shall be the most recent address provided to the court by the employee. In either case, the notice will include a proof of service and a copy will immediately be provided to the union.

Within 15 business days of the issuance of the notice, the employee, or the union on behalf of the employee, may make a written request for reinstatement. The court may reinstate the employee at its discretion. The court shall reinstate employees who can demonstrate that their absence without notice was due to circumstances beyond their control.

An employee so reinstated shall not be paid salary from the period of his or her absence. However, if the absence can appropriately be covered by leave with pay (e.g. sick leave), the employee shall be paid.

DATED: _____

FOR CFI TNG-CWA
LOCAL 39000
Negotiating Team

FOR CALIFORNIA SUPERIOR COURTS OF
REGION 2
Negotiating Team

Mary Lou Aranguren, Chief Spokesperson

Kim Turner, Chief Spokesperson/Regional Chair

Anabelle Garay, CFI Representative

JM Munoz, HR Director, SFSC

Kate Bancroft, CCSC

Sarah Kobayashi, Operations Manager, SMSC

Katy Van Sant, ASC

T. Michael Yuen, CEO Chair, Region 2 Courts

Juan José Negrete, SCSC

Carol Palacio, SMSC

Carla Cuevas, SFSC

Naomi Adelson, ASC

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: September 15, 2022

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

SUBJECT: **New Pay Item/Code: Approve as “Compensation Earnable” and “Pensionable Compensation” – Superior Court of California**

Superior Court of California (Superior Court) requested that new pay item/code Court Interpreter Video Remote Interpreting Region 2 with 25% Premium Pay – INT25 be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation”. This new pay item/code establishes a footnote provision for additional compensation of 25% of the base pay to be paid to court interpreters in the job classification “2 – Professionals (EEO-1 Job Categories)”, covered by the California Federation of Interpreters, The Newspaper Guild-Communications Workers of America, Local 39000, Memorandum of Understanding (MOU). This pay item/code is effective July 1, 2022. Superior Court advised that the attached current Memorandum of Understanding (September 25, 2017 through September 30, 2020) is used until current negotiations with the union are complete.

Based on the attached “Video Remote Interpreting Procedures Adopted by Region 2”, the additional compensation of 25% is paid to employees who are assigned by their employer Court (“Home Court”) to perform spoken language Video Remote Interpreting (VRI) for another Region 2 trial court (“Receiver Court”). This additional compensation is paid for their total regular daily work schedule (e.g., eight hours or four hours) regardless of the amount of time they perform VRI for the Region 2 Receiver Court. When an interpreter is performing VRI on behalf of their Home Court, the interpreter is not eligible for the additional compensation.

Staff and Chief Counsel reviewed the required supporting documentation (attached) and made the 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). This pay item/code is a percentage increase to base salary that applies to more than one similarly situated employee in a group or class, and it does not fall under any of the express exclusions either for “compensation earnable” or “pensionable compensation.” Under the Board of Retirement’s (Board) historical practices, this kind of pay item/code has been included in both “compensation earnable” and “pensionable compensation.” The two relevant Government Code sections are attached for the Board’s reference.

Staff informed Superior Court that Staff’s determination will be on the Board’s consent calendar for approval at its September 15, 2022 meeting. If this item is not pulled from the consent calendar for discussion, then the Board will approve Staff’s determination to include pay item/code Court Interpreter Video Remote Interpreting Region 2 with 25% Premium Pay – INT25 as “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRAs members).

Attachments



**Superior Court of California
COUNTY OF ALAMEDA**

Finance and Facilities Division
René C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612
2nd Floor, Room 210
Telephone: (510) 891-6215

Memorandum

Date: August 22, 2022 **Action Requested:** New Pay Codes Approval: INT25

To: Sandra Duenas, ACERA

From: Lisa Clark, Sr **Contact:** payrollunit@alameda.courts.ca.gov
Accountant (510) 891-6215

Subject: **REQUEST FOR REVIEW: NEW PAY ITEMS/CODES – INT25**

The Payroll Unit is in the process of implementing the new pay item INT25 to comply with the Video Remote Interpreting Procedures Adopted by Region 2, **effective July 1, 2022**.

We are submitting our request for your review and approval of the new pay item INT25 prior to issuing the payments to employees.

Please review our submittal and provide written notice of your determination as to whether the new pay item is “compensation earnable” or “pensionable compensation” which should be included in calculations to determine member’s retirement benefit.

Attachments:

Request for Review: New Pay Item/Code Form
Attachment 1 – Responses to Request For Review: New Pay Item/ Code – INT25
Video Remote Interpreting Procedures Adopted by Region 2
Local Union 39000 Memorandum of Understanding (CFI) – effective 9/25/17-9/30/20

Cc:
Melanie Lewis, Finance and Facilities Director
Jenny Lee, Finance Manager, Finance and Facilities Division
Payroll Unit
Eva Hardy – ACERA
Nicole Mallari - ACERA

Attachment 1
RESPONSES TO REQUEST FOR REVIEW: NEW PAY ITEM/CODE:
INT25 – Court Interpreter VRI Region 2 with 25% Premium Pay

1. Job Classification “2 – Professionals (EEO-1 Job Categories)” – Court Interpreters, covered by the Memorandum of Understanding (“MOU” or “labor agreement”) between Region 2 and the California Federation of Interpreters, Local 39000 (“Union” or “CFI”, effective 9/25/17-9/30/20), may receive this pay item.
2. Court Interpreter employees who are assigned by their employer Court (“Home Court”) to perform spoken language VRI for another Region 2 trial court (“Receiver Court”) may receive this pay item.
3. Court Interpreter employees that are members of the Local 39000 and that provide interpreting services for a Limited English Proficient (“LEP”) court user through Video Remote Interpreting (“VRI”) rather than in-person interpretation, and are assigned by their employer Court (“Home Court”) to perform spoken language VRI for another Region 2 trial court (“Receiver Court”) may receive this pay item.
4. The pay item is in addition to the regular hourly base pay outlined in the Local 39000 MOU.
5. The pay item is calculated as a regular hourly base pay times 25% plus regular hourly base pay.
6. The pay item is paid each time for any day the interpreter is providing, as assigned by their employer Court (“Home Court”), spoken language VRI for another Region 2 trial court (“Receiver Court”).
7. The pay item is paid for any day in which Local 39000 Court Interpreters perform spoken language VRI for the Region 2 Receiver Court during their normal work hours. For example, if a full-time interpreter employee of a Region 2 trial court who works 8 hours in a day is assigned by his/her Home Court to perform and does perform VRI for 10 minutes within that day for a Region 2 Receiver Court, the interpreter employee shall receive 25% times hourly base pay, in addition to the hourly base pay, for the 8 hours, even though the interpreter employee does not perform VRI for the entire 8 hours. For part-time interpreter employees, this pay item is based upon the number of hours they were assigned to work on that day. For example, if the part-time interpreter employee of a Region 2 trial court is assigned by his/her Home Court to work and does work for four hours on the day, including performance of interpretation on assignment(s) for his/her Home Court and the interpreter’s performance of VRI for 10 minutes for a Region 2 Receiver Court, the part-time employee shall receive 25% times hourly base pay, in addition to the hourly base pay, for the four hours. When an interpreter is performing VRI on behalf of their Home Court, the interpreter is not eligible for this pay item.
8. The pay item is not a reimbursement.
9. The normal workweek shall consist of 40 hours in five consecutive days, Monday through Friday. The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Night Court shall be by local practice but generally shall start after 5:00 p.m. and end by 9:00 p.m.
10. The pay item is for work performed within the regular workweek.
11. The pay item is not for deferred compensation.
12. The pay item will apply to retro payments from the July 1, 2022 through current.
13. The pay item is not for accrued unused leave.

Attachment 1
RESPONSES TO REQUEST FOR REVIEW: NEW PAY ITEM/CODE:
INT25 – Court Interpreter VRI Region 2 with 25% Premium Pay

- 14.** The pay item is not the compensation payment 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.
- 15.** The pay item is not a severance or other payment in connection with or in anticipation of a separation from employment.
- 16.** This pay item is paid bi-weekly, in accordance with the regular payroll schedule.
- 17.** The basis for eligibility for the pay item is outlined in the “Video Remote Interpreting Procedures Adopted by Region 2”, issued by Region 2 on May 6, 2022, and effective July 1, 2022, and consist of the following: Region 2 Interpreter employees who are assigned by their employer Court (“Home Court”) to perform spoken language VRI for another Region 2 trial court (“Receiver Court”) shall receive shall receive 25% times regular hourly base pay, in addition to their regular hourly base pay, for any day in which they perform spoken language VRI for the Region 2 Receiver Court. The regular base pay is outlined in the Local 39000 (“Union”, “MOU” or “CFI”) with effective dates September 25, 2017 through September 30, 2020.



REQUEST FOR REVIEW: NEW PAY ITEM/CODE

Employer: Superior Court of California, Alameda County Superior Court

Date: 08/22/2022

Employer Contact: Lisa Clark

Position/Title: Sr Accountant

Contact Phone Number: 510-891-6215

Contact Email: payrollunit@alameda.courts.ca.gov

The following information is required before ACERA can review and respond to your request. Please provide substantive responses on a 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).
2. State employment status of employees eligible to receive the pay item (i.e., full time employees, part time employees)
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")
4. State whether pay item is for overtime or regular base pay.
5. State whether pay item is calculated as a fixed amount or percentage of the base pay.
6. State whether the pay item is paid one time (i.e., incentive pay, referral pay, bonus, award).
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).
8. State whether the pay item is a reimbursement (i.e., car allowance, housing allowance, uniform allowance, mileage payment, cell phone allowance)
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)
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)
11. State whether the pay item is for deferred compensation.
12. State whether the pay item is 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)
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.
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)
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. 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).

AGREEMENT BETWEEN

THE CALIFORNIA SUPERIOR COURTS OF REGION 2



AND

CALIFORNIA FEDERATION OF INTERPRETERS
THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA
LOCAL 39000

COVERING ALL EMPLOYEES IN THE COURT INTERPRETER UNIT



September 25, 2017 through September 30, 2020

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ARTICLE 1 - PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum of Understanding; to provide an orderly and equitable means of resolving any misunderstanding or difference which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

ARTICLE 2 - RECOGNITION

1. General

Court Management hereby recognizes CFI/TNG-CWA Local 39000, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all employees of the Superior Courts of California in Region 2 that provide language interpretation services in court and related proceedings.

Region 2: Counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma.

Excluded from this unit are court interpreters represented in another unit as provided in Government Code section 71828(d) and management, supervisory and confidential employees. Also excluded from this unit are employees who perform non-interpreter duties in a language other than English.

2. Unit Work

Except as otherwise expressly set forth herein, no one except bargaining unit employees shall perform bargaining unit work. Bargaining unit work shall be the type of work normally or presently performed within the bargaining unit covered by this MOU. Such work shall include, but is not necessarily limited to, simultaneous or consecutive interpretation of court proceedings, court-ordered programs for which an interpreter is required, such as court-ordered: psychiatric evaluations; interviews with defendants and witnesses; sight translation of court documents; probate investigations; mediations sessions and child-custody evaluations, or other interpreter services as required by the court. The term "interpreter services" is defined as oral interpretation or sight translation between two or more other person.

3. Non-Unit Work

Non-Unit work is interpreter work the assignment of which the Court does not control.

ARTICLE 3- IMPLEMENTATION

This Memorandum of Understanding will become effective upon ratification by the members of the bargaining unit and approval of the Region.

ARTICLE 4 - AUTHORIZED AGENTS

Section 1:

For the purpose of meet and confer under this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Region's principal authorized agent shall be the Chairperson of the Regional Court interpreter Employment Relations Committee or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39000 and his/her designee.

Section 2:

For the purpose of administering the terms and provisions of this agreement, the following agents or duly authorized representatives are identified as follows:

- A. The Court's principal authorized agent shall be the Executive Officer for each Superior Court in the Region or his/her designee.
- B. The Union's principal authorized agent shall be the Executive Officer or Court Interpreter Unit Chair of CFI/TNG-CWA Local 39000 and his/her designee.

ARTICLE 5 - TERM

This Agreement shall expire on September 30, 2020.

ARTICLE 6 - NOTICE OF INTENT TO TERMINATE AND NEGOTIATE SUCCESSOR AGREEMENT

In the event that either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period of ninety to one-hundred and twenty days prior to the termination date of this Memorandum of Understanding its written request to commence negotiations for such successor Memorandum of Understanding. In the event that no notification is given, the Memorandum of Understanding shall be extended for twelve months without change.

ARTICLE 7 - NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Union and all other applicable rights provided by the Trial Court Interpreter Employment and Labor Relations Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, disability status, sexual orientation or any other protected class provided by law.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

No employee (except during their probationary period) shall be subject to discipline without cause. Probationary employees shall not be allowed to appeal any discipline.

Discipline and Discharge Standards

Discipline will usually be imposed progressively. Progressive discipline will normally include one or more written warnings and/or a suspension before a termination is imposed. However, subject to the appeal process contained herein, deviations from this procedure may occur whenever it is determined that circumstances warrant that one or more steps in the progressive discipline procedure be skipped. The circumstances shall include, but not necessarily be limited to, the gravity of the offense. Accordingly, circumstances may warrant an immediate suspension or termination.

With the exception of layoffs for organizational necessity, discipline, up to and including termination, will be for cause. For purposes of this policy, "for cause" will have the same meaning as that set forth in Government Code Section 71805(e).

Administrative Leave

The Court Executive Officer or designee may, at any time during the time when a charge(s) is pending against a regularly scheduled employee, place the employee on paid administrative leave. Administrative leave with pay shall not be considered corrective action as defined in this article and shall not be subject to challenge.

1. Notice of Discipline/Discharge

When the Court Executive Officer or designee is considering disciplinary action consisting of a suspension, termination or demotion/reduction in pay, the affected employee will be given written notice of the proposed disciplinary action. A copy of the notice will be sent simultaneously to the Union. The notice will include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), by the date specified in the notice.

If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and will take effect as described in the notice of proposed disciplinary action. If the employee responds to the charge(s) within the time specified in the notice of proposed disciplinary action, the court shall consider the employee's response and all of the information upon which the charge(s) is based. The Court Executive Officer or designee shall then issue a determination on the notice of proposed disciplinary action.

If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion/reduction in pay, the employee, or the Union on behalf of the employee (with the employee's written approval) may appeal such determination in writing, within 10 business days of the date that the Court Executive Officer or designee issued the determination. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand. If the

Union is unable to obtain the employee's signature before filing the appeal, it shall obtain the employee's written approval within thirty calendar days of filing the appeal.

2. Arbitration to Review of Disciplinary Decisions

In the event that an employee in a timely manner files an appeal as described in section 1 above, a binding arbitration will take place. Within 10 business days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to hear the case. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service or another mutually acceptable source.

The hearing shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence. The employee and Court Executive Officer or designee shall have the right to call witnesses and present evidence. The Court Executive Officer or designee will release trial court employees to testify at the hearing upon adequate notice. The hearing officer has the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.

The employee has the right to representation, including legal counsel, if provided by the employee. The arbitrator's report will be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator does not have authority to add to, detract from, alter, amend, or modify the Memorandum of Understanding or any of the court's rules, policies, or procedures. Fees and expenses of the arbitrator and court reporter shall be split equally between the parties.

Court witnesses released to testify at the hearing will be released with pay.

3. Representation

At any investigatory interview that the employee might reasonably believe would lead to discipline of the employee, the employee has the right to have a shop steward or union representative present during the interview upon the request of the employee. If the employee's preferred shop steward or union representative is not available to attend a meeting scheduled by the court, the employee shall arrange for an alternative shop steward or union representative to be present. If no alternative shop steward or union representative can be found to represent the employee at the investigatory interview, the Court shall reschedule the scheduled interview within three business days, unless otherwise agreed to by the parties.

ARTICLE 9 - GRIEVANCE PROCEDURE

Purpose:

- A. This grievance procedure shall be used to process and resolve grievances arising under this MOU in a just, equitable and expeditious manner. The employer shall not discriminate, coerce, restrain or retaliate against any employee or employees who participate in the grievance procedure.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

1. Wherever used, the term "employee" means either employee or employees, as appropriate.
2. Whenever used, the term "grievant" means employee, group of employees or Union.
3. As used in this procedure, the term "immediate supervisor" means the individual identified by the CEO or designee.
4. A "grievance" is a dispute of one or more employees, or the Union involving the interpretation, application or the enforcement of the express terms of this MOU.
5. A "complaint" is a dispute of one or more employees involved in the application or interpretation of a rule or policy not covered by this MOU. Complaints shall only be processed as far as Step 2 of the grievance procedure.
6. "Business day" means a calendar day, exclusive of Saturdays, Sundays and court holidays.
7. A "union representative" refers to an employee designated as a steward, a union staff representative or any other person designated by the Union, who shall act in the capacity of a steward.

Time Limits:

1. None of the parties shall delay the processing of a grievance at any step of the established procedure.
2. If the Court fails to respond to a grievance within the time limits specified at each step, the grievant shall have the right to appeal to the next step.
3. Any level of review or time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing, and shall include notice to the Union.
4. Failure by the grievant to respond within the time limits specified at any step shall settle the grievance on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
5. By mutual written agreement, the grievance may revert to a prior level for reconsideration.

Employee Rights:

1. Employees have the right to represent themselves at each step of the grievance procedure. Employees shall not have the right to move grievances to arbitration without union representation.
2. The employee has the right to assistance of a representative in the preparation and investigation of his or her formal written grievance, and in the presentation of the grievance to management, and to be represented by the Union in formal grievance meetings.
3. A Court employee may present his/her grievance to Court Management on court time if they are scheduled to work on that day. Formal grievance meetings will be scheduled whenever possible for a day that the employee is scheduled to work.
4. The Court will notify the Union promptly in writing of all grievances filed.
5. Court employees who are witnesses in a formal grievance meeting may attend the

- formal grievance meeting on paid court time.
6. Upon request, the union shall have the right to obtain a copy of a settlement that involves the interpretation or application of the terms of this Agreement when an employee is not represented by the Union.
 7. Consistent with law, the Court shall provide the Union with the necessary information to process the grievance.

Informal Conference:

The employee may discuss any potential grievance with his or her immediate supervisor within eight (8) business days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with the employee at a mutually satisfactory time. The employee may elect to have a union representative attend such meeting. The supervisor shall respond to the employee within eight (8) business days after the initial conference. Any informal resolution of a dispute at this step shall not set a precedent. Participation in this informal step shall not extend the deadline for filing a formal grievance.

Formal Grievance - Step 1:

- A. No later than twenty (20) business days after the occurrence or discovery of the matter on which the grievance is based, an employee, group of employees or the Union, may file a formal written grievance.
- B.
 1. A formal grievance shall be initiated in writing on a form provided by the Court and shall be filed with the Human Resources office of the grievant's home court. The employee will retain a copy. The Human Resources office shall provide a receipt or shall initial and date the employee's copy to show receipt.
 2. If an interpreter, or the Union on behalf of an interpreter(s), files a grievance concerning a cross assignment and matters related to the away court, the grievance shall be filed with the home court and the Regional Chair. If the matter does not resolve at the informal conference, it may, upon mutual agreement, be appealed directly to the Regional Chair.
- C. The grievance form shall contain the following information:
 1. The name(s) of the grievant(s) and representative;
 2. The specific provision of the MOU alleged to have been violated;
 3. The date, time and place of occurrence;
 4. Brief summary of the grievance;
 5. Steps, if any, that were taken to secure informal resolution;
 6. The remedy requested;
 7. Signature of the grievant(s) and the date filed; and
 8. The addresses to which all correspondence and responses should be sent.
- D. Within ten (10) business days of the receipt of the grievance, the designated Court Management representative will meet with the grievant and the Union representative (if any). Within ten (10) business days following such meeting, the Management representative shall respond in writing to the grievance.

- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Formal Grievance - Step 2:

- A. Within ten (10) business days after receipt of the decision at Step 1, the grievant may appeal to the Executive Officer or designated representative using a copy of the grievance.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the CEO or designated representative who has not been involved in the grievance at any prior level shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter, the CEO or his/her designee will provide a written decision not more than ten (10) business days following the grievance meeting.
- C. For cross assignment grievances only, within ten (10) business days from the date the submitted grievance appeal to Step 2 is received, the Regional Chair shall meet with the grievant and representative, if any, to discuss the grievance with the grievant and representative, if any. Thereafter the Regional Chair will provide a written decision not more than ten (10) business days following the grievance meeting.
- D. If the CEO or Regional Chair fails to give a decision within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration.
- E. No settlement made at this stage of the grievance procedure shall be considered precedent setting.

Arbitration - Step 3:

- A. Within thirty (30) business days from receipt of the written decision of the Executive Officer or designated representative, the Union shall have the right to submit an unresolved grievance to arbitration. The Union's request for arbitration shall be made in writing to the Court Executive Officer.
- B. If no request for arbitration is made within thirty (30) business days, the decision of the CEO shall be final and binding. If the CEO fails to respond in writing at Step 2, the Union shall have thirty (30) days from the date the decision was due to request arbitration. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.
- C. Within five (5) business days after receipt of a timely written request for arbitration, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, the parties will request that a panel of seven potential arbitrators from the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service be sent to the both parties. Upon receipt of the list, the parties will select an arbitrator using a strike off procedure. The party to strike the first name shall be determined by coin toss.

- D. The fees and expenses associated with the arbitrator, the transcript and the court reporter shall be shared equally by the parties. All other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
- E. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.
- F. Both parties shall jointly consider whether the type of case involved lends itself to mediation. If, through mediation, the parties can reach a mutually acceptable disposition, the disposition shall become final and binding upon the parties. If the mediation process does not result in an acceptable resolution to both parties, the case shall be submitted to arbitration.
- G. The written decision of an arbitrator resulting from any arbitration or grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding.

ARTICLE 10 - GRIEVANCE MEDIATION

RESERVED.

ARTICLE 11 - EXPEDITED ARBITRATION

- A. This is an alternative to the procedures set forth in the Arbitration Section of Article 9, Grievance Procedure. The following matters shall be heard using this procedure and not the Arbitration section of Article 9.
 - A. Any alleged violation involving a monetary amount of less than \$1,000 that does not involve a dispute over contract interpretation.
 - B. For all other matters, this procedure will only be utilized upon mutual written agreement of the parties.
- 2. Prior to the hearing a joint submission statement setting forth the issue(s) to be determined will be prepared and submitted to the arbitrator. If the parties cannot agree to a submission statement, each party shall present to the arbitrator its own submission statement and the arbitrator shall determine the issue(s) to be resolved.
- 3. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings.
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including, but not limited to, witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, and 2) there will be no post-hearing briefs.

4. The arbitrator selected will hear the grievance(s) within ten (10) business days of his/her selection, or a later date if agreed upon by the parties and may hear multiple cases during the course of the day.
5. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
6. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony, and closing oral argument. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
7. The decision of an arbitrator resulting from the arbitration of a grievance hereunder will be binding upon the parties. However, this decision will not have any precedential or persuasive value in relation to any other grievance.

ARTICLE 12 - MANAGEMENT RIGHTS

The Courts within the region retain, solely and exclusively, all rights, powers and authority that they exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as expressly limited by provisions of this MOU. Additionally, it is the exclusive right of the Court Management to determine its mission, to set standards of services to be offered to the public and exercise control and discretion over their organization and operations. It also the exclusive right of Court Management to make all financial and budgetary decisions, including decisions concerning expenditures. In addition, the Courts retain control of the manner and means of the work performed by interpreters and may hire, supervise, discipline and terminate employment of court interpreters. These and all rights of Court Management are expressly reserved to the Court unless such rights are abrogated by a clear and express provision of this MOU or by mutual, express, written and signed agreement by the Region and the Union.

ARTICLE 13 - AGREEMENT, MODIFICATION AND WAIVER

Section 1:

This MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this MOU.

Unless otherwise permitted by this MOU or required by law, no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Region.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Section 2:

It is understood and agreed that the provisions of this Section are intended to apply only to matters that are not specifically covered by this agreement.

With respect to matters not specifically covered by this agreement, existing policies, procedures and practices shall govern.

It is recognized that during the term of this agreement it may be necessary for the courts to make changes in policies, procedures or practices affecting the employees of the Unit.

When the Court finds it necessary to make such a change it shall notify the Union indicating the proposed change and the Region shall meet and confer with the Union over the impact of the proposed change on Unit members prior to implementation.

Any agreement resulting from such meet and confer shall be executed in writing by all parties hereto, and, if required, approved and implemented in accordance with this Memorandum of Understanding.

ARTICLE 14 - SEVERABILITY AND PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law and the remainder of this Memorandum of Understanding shall not be affected.

ARTICLE 15 - NEW INTERPRETER TRAINING

This provision shall only apply to:

- Interpreters who are newly hired as court employees and who, prior to employment by the Court, had not performed interpreter services for a California trial court for 30 days; and
- Courts with more than four FTE bargaining unit employees.

Prior to any Court assignment, a newly hired interpreter with less than two years of interpreting experience in the California criminal trial courts will receive two days of paid in-service training by an experienced employee with a minimum of three years experience interpreting in the Courts. This in-service training shall include various aspects of court interpreting including but not necessarily limited to courtroom protocol, safety issues, and use of court equipment. Within the next twenty workdays, the new employee may receive one additional day of paid in-service training while performing an assignment. This additional day of training shall be based upon the need of the new employee established in conjunction with Court management. All such training shall be consistent with Court policy.

Employees who wish to volunteer to provide the in-service training shall notify the Court Executive

Officer or designee. Assignment to provide the training shall be made by the Court. If fewer than two employees volunteer to provide the training, the Court's obligation to conduct the training shall cease. Training procedures to be developed by the Labor Management Committee.

ARTICLE 16 - NEW EMPLOYEE INFORMATION AND ORIENTATION

Section 1 - New Employee Information

The employer shall notify the Union in writing within two weeks of the hire of any new employee covered by this agreement. For each new hire the employer shall supply employee name, address, phone number, date of hire, job classification, rate of pay and assignment location.

Section 2 - Orientation

A CFI/TNG-CWA representative and/or one Union Steward on court time may participate in new employee orientation for the purpose of providing information about the Union including a union brochure or packet regarding Union membership. Each court shall notify the Union in advance of the time and location of employee orientations for newly hired court interpreters.

ARTICLE 17 - STATUS

- A. Full Time - Full time employees shall be those employees who are regularly scheduled by the Court to work Monday-Friday, forty hours per week.
- B. Regular Part Time - Part time employees shall be those employees who are regularly scheduled by the Court to work twenty or more hours per week but less than forty hours per week.
- C. Intermittent Part Time - Intermittent part time employees are those employees who are scheduled by the Court to work less than twenty hours per week or on an as-needed basis.
- D. Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purpose of status designation for benefits only. A part time intermittent employee without benefits who becomes eligible for benefits under Article 23F (Miscellaneous Benefits), based on any hours worked, will maintain status as a part time intermittent employee – until and unless the Court and the employee mutually agree to change the employee's status to something other than part time intermittent.

ARTICLE 18 - SENIORITY

Seniority shall be measured as stated below and used for the purposes of layoff (as set forth in Article 31), assignment (as set forth in Article 19), and others if explicitly agreed to by the express terms of this Agreement.

For those bargaining unit members who were hired by the Court as pro tempore employees on or before July 1, 2005, seniority shall be measured from the date the interpreter was first engaged by the home court as an independent contractor or pro tempore, whichever came first.

For those bargaining unit members who were hired as pro tempore employees after July 1, 2005, seniority shall be measured from the date they were first hired by the home Court.

An interpreter who resigns in good standing shall be eligible for reinstatement and restoration of seniority subject to the local court rules, policies and practices.

ARTICLE 19 – ASSIGNMENTS

Section 1. Definitions

The Courts shall assign and/or deploy interpreters in accordance with this agreement and in the manner that, in each Court’s discretion, best provides language access to limited-English proficient (LEP) court users. Such assignments shall be in accordance with Judicial Council policies pertaining to language access.

A court shall not assign a bargaining unit employee to interpret in a language for which they are neither certified nor registered unless no employee who is certified or registered in that language is available to work.

(1) *Regular Assignment*

A regular assignment is an assignment made to a specific courthouse or location for a continuous and indefinite period, with no scheduled end date.

(2) *Floater Assignment*

A floater assignment is an assignment that is full time or part time and not a regular assignment. The location of the work to be performed may vary from day-to-day and may include multiple locations throughout the working day.

(3) *As Needed Assignment*

An as-needed assignment is a part time assignment that is based upon each Court’s determination of day-to-day court needs and how best to provide language access services to limited-English proficient (LEP) court users.

Section 2. Regular Assignments

In the event that there is an opening for a regular assignment, such assignment shall be filled based upon seniority within the language pair.

Section 3. Floater Assignments

Interpreters assigned to floater positions may provide the Interpreter Assignment Office with a list of preferred courthouses and/or preferred geographic areas within their home court for consideration. The Court may consider seniority and location preferences in making floater assignments. However, the business needs of the Court will take priority.

Section 4. As-needed Assignments

As-needed employees have priority for work assignments over independent contractors.

The Court may notify employees and independent contractors simultaneously of potential assignments. In the event no employee interpreter accepts the assignment within the time frames provided below, an independent contractor may be offered the assignment.

- A. As-needed interpreters (either part-time or intermittent part-time) will be placed on a “call as-needed” list for daily assignments.

- B. When the Court contacts as-needed interpreters to offer an assignment, the Court will allow three (3) hours for the employee interpreters to respond. The senior employee interpreter responding during the three-hour window period shall receive the assignment.
- C. When the Court identifies an assignment before noon for the next business day, the Court will allow two (2) hours for the employee interpreters to respond. The senior employee interpreter responding during the two-hour window period shall receive the assignment.
- D. If an as-needed assignment is identified on the same day, or after noon on the day before the assignment, the Court may contact as-needed employee interpreters and independent contractors simultaneously (if by email or group text) and may offer the assignment to the first responding interpreter. If contacting interpreters by phone, phone contacts shall be made to employee interpreters first.

Section 5. Cancellations of Assignments

For as-needed assignments for intermittent and part time employees, once the offer of work has been extended and accepted, both the Court's decision not to provide work and the interpreter's decision to withdraw from the assignment shall be subject to 24 hours' notice.

For assignments cancelled by the Court without adequate notice as described above, the home or the away court will provide the interpreter an alternative assignment or the home court shall compensate the employee for the number of hours of the assignment, up to a maximum of eight (8) hours. In the event that the employee cancels with less than 24 hours' notice, they may be subject to disciplinary action.

Section 6. Judicial Officers

The final assignment decision rests with the judicial officer(s).

Section 7. Records

The Court will maintain a record of contacts and assignments given to any class of interpreter.

Section 8. Offers of Regular Employment

Current part-time and intermittent employees will be given first consideration for full-time and regular part-time job openings in their language pair based upon seniority.

Section 9. Video Remote Interpreting

In the event that the Region makes the initial decision to implement Video Remote Interpreting for spoken language, the parties agree to reopen the MOU Article 19 Assignments and Article 20 Cross Assignments. The Region shall provide CFI with not fewer than 90 days advance written notice of its decision and provide to CFI the opportunity to meet and confer regarding the impacts of the decision prior to the implementation of the decision. The Region shall not implement its decision to utilize Video Remote Interpreting for spoken language prior to December 31, 2014.

The scope of the meet and confer over the impacts of the above decisions shall include but not necessarily be limited to the following:

1. Circumstances that are appropriate for VRI;

2. Modes of interpretation;
3. Protocols and procedures appropriate for use of VRI;
4. Protection of the Attorney/Client privilege and other confidentiality issues;
5. Technical minimums for equipment used for VRI including cameras, video screens, lighting, microphones, audio quality computers and band width;
6. Training for interpreters and other court staff on the use of VRI equipment;
7. Onsite technical support;
8. Ethical issues related to use of VRI;
9. Impediments to performance;
10. How interpreters are to be assigned to VRI;
11. Document procedures related to use of VRI;
12. Compensation.

ARTICLE 20 - CROSS-ASSIGNMENT PROCEDURES

Definitions Pertaining to Article 20 Only:

1. Home Court: The Region 2 court in which an eligible interpreter is an employee.
2. Requesting Court: The Region 2 court requesting a cross-assignment and in which an eligible employee may be temporarily cross-assigned.
3. Cross-Assignment: Any assignment to perform spoken language interpretation for a superior court other than the interpreter's home court where the interpreter actually travels outside the county of the home court to a Requesting Court.
4. Eligible Interpreter: A Region 2 interpreter employee that meets all eligibility criteria specified in Section 2 below.
5. Region 2 Administrative Chair: A designee of Region 2 whose duty is to act as a resource for local court coordinators, including regular update of interpreter employee rosters and local coordinator contact lists and assistance and guidance with compliance with Article 20.
6. JCC Regional Coordinator: An employee of the Judicial Council of California whose duty is to monitor the cross-assignment of interpreters within Region 2 to perform record-keeping and other data reporting functions, as described in this Article.
7. Local Court Interpreter Coordinator: An employee of a Region 2 court whose duty is to coordinate the scheduling of interpreter assignments to best provide language access to litigants.

Section 1. General Provisions

This article covers cross-assignments for Region 2 court interpreter employees. Except as expressly

provided herein, nothing in this article is intended to limit employee priority for assignments over independent contractors within the Region. Region 2 courts may cross-assign interpreter employees from and to other regions.

Employees may accept regular long-term cross assignments in requesting courts. Nothing in this Article requires interpreter employees to agree to accept cross-assignments.

Section 2. Eligibility

A court interpreter of a Region 2 court may not be an employee of another California court or contract to perform interpreting services with another California court, but may accept cross-assignments to provide services to more than one Region 2 court through this cross-assignment process, provided that all of the following eligibility criteria are met:

1. The interpreter employee has completed an annual election form or a cross-assignment status update form, as described in Section 3A or 3B, indicating willingness to accept cross-assignments;
2. The judicial officer presiding over the cross-assignment does not decline to use the eligible interpreter;
3. A full time interpreter employee may only be placed on the eligibility list with his/her home court's written authorization;
4. The interpreter employee agrees to comply with all other requirements of this Article.

Section 3A. Annual Process to Elect to Cross-Assign

Beginning with the first full calendar year after ratification of this Agreement, interpreter employees may elect to be placed on the cross assignment eligibility list on an annual basis. By November 15th of each calendar year, the JCC Regional Coordinator or Region 2 Administrative Chair shall provide to all Region 2 employee interpreters an annual election form upon which the employee interpreter may indicate whether he/she is willing to accept cross-assignments in the subsequent calendar year, beginning on January 1st.

Interpreter employees who want to be eligible to cross-assign in the upcoming calendar year must return signed annual election forms to the JCC Regional Coordinator or Region 2 Administrative Chair by the close of business on December 15th.

An interpreter employee who fails to return a signed annual election form by the deadline will be ineligible to receive cross assignment offers during the subsequent calendar year but may become eligible upon submitting a cross assignment status update form as provided in Section 3B of this Article.

The annual election form shall no longer request information from interpreter employees regarding the counties for which they are willing to perform services. By electing to be available to cross-assign, the employee interpreter is electing to receive cross assignment offers from any Region 2 court.

Upon receipt of annual election forms, the JCC Regional Coordinator or Region 2 Administrative Chair shall create an updated cross-assignment list, organized by language and listing in priority order interpreter employees in each language by seniority, as defined in Article 18. The list shall also include each interpreter's home court and preferred phone number and email address.

The annual list shall be distributed to each court's local court interpreter coordinator before January 1st

each year.

Section 3B. Quarterly Cross Assignment Status Update

New or existing employees who did not submit an annual election form by the deadline may submit to the JCC Regional Coordinator or the Region 2 Administrative Chair a cross-assignment status update form at any time, indicating that they elect to be added to or deleted from the annual list. The employee elections made on status update forms shall be reflected in the next quarterly update of the annual list and shall become effective when quarterly updates are distributed to the courts. Quarterly updates shall be distributed to local court coordinators on April 1, July 1 and October 1 of each year.

The JCC and Region 2 courts shall explore the feasibility of developing an online list of interpreter employees eligible to cross-assign, accessible by each local court interpreter coordinator, that can be updated throughout the year to add and delete interpreter employees who modify their elections to cross assign.

Section 4. Procedure to Schedule Cross-Assignments

The home court shall have the first right of assignment for its employees. Eligible employees may only accept an offer of cross-assignment when the employee's home court releases that employee to accept a cross-assignment.

The procedures below do not apply to assignment requests received for the same day or for the next business day. For such short-notice assignments, the court will offer the assignment simultaneously (by email or group text) to home courts with eligible employees and independent contractors and will confirm the assignment with the first responding interpreter. If contacting interpreters by phone, phone contacts shall be made to employee interpreters first.

For assignments not filled with home court employees, the local court coordinator of the requesting court will take the following steps to give priority to eligible interpreters on the cross assignment list.

1. Requesting court local coordinator will consult the cross assignment eligible employee list and send individual email requests to:
 - a. all home court local coordinators with eligible cross-assigning employees in that language;with copies to:
 - b. home courts' eligible cross-assigning employees
 - c. JCC Regional Coordinator
2. Within three (3) hours of the time the email is sent by the requesting court's local coordinator, any eligible employee who is willing to accept the cross-assignment must notify his/her home court interpreter coordinator of his/her willingness to accept the cross-assignment.
3. Home court local coordinators will consult their assignment calendars and determine if eligible employees can be cleared. If a home court local coordinator determines that eligible employees are not available because they are already assigned, or may likely be assigned to work in the home court, the home court shall inform the requesting court that the home court has no eligible employees available to cross assign without waiting for eligible employees' responses described in number 2, above. If the home court declines to make available an eligible employee who indicates a willingness to accept a cross-assignment and does not end up having an assignment for the eligible employee at the time of the cross-assignment, the home court is required to compensate

the eligible employee for the hours the eligible employee would have worked in the cross-assignment. If a home court local coordinator determines that one or more eligible employees are available to cross assign, the home court local coordinator will email the requesting court after he/she has determined whether he/she can clear the eligible and willing employee(s).

Home court local coordinators shall send a response to:

- a. requesting court local coordinator

with copies to:

- b. home court's eligible cross-assigning employee(s)
- c. JCC Regional Coordinator

4. Home court local coordinators shall respond to the requesting court local coordinator as promptly as possible and within 24 hours of the time of the request.
5. If no home courts respond within 24 hours of the time of the request, the requesting court is determined to have met its obligation to seek a cross-assigning employee and is free to procure an opt out interpreter or independent contractor, in accordance with applicable California statutes and Rules of Court. If a home court failed to respond, due to oversight or any other reason, and an eligible interpreter who would have otherwise received the assignment due to his/her seniority is denied an opportunity to accept a cross-assignment, the home court shall compensate the eligible employee for the missed assignment opportunity.
6. If more than one home court clears its eligible and willing interpreter employee(s), the requesting court shall offer the assignment to the available eligible interpreter with the most seniority and email a confirmation to:
 - a. that employee's local home court coordinator
 - b. the eligible interpreter employee who receives the assignmentwith copies to:
 - a. The home court interpreter coordinator of any other home court that cleared its employee(s)
 - b. any eligible interpreter(s) of those courts willing to accept the assignment
 - c. JCC Regional Coordinator
7. Once the offer of a cross-assignment has been extended and accepted, both the requesting court and the eligible employee are bound by that agreement. In the event the requesting court determines that it no longer needs the eligible employee for a cross assignment, the requesting court shall provide 24 hours' notice of the cancellation. If the requesting court does not provide notice of cancellation at least 24 hours prior to the assignment, the eligible employee shall be compensated for the assignment as if it had been performed.
8. Once a cross assignment is offered and accepted, the home court may only cancel the cross-assignment to fill a need in the home court by giving a minimum of five business days' notice to the requesting court and the cross assigning interpreter.
9. The JCC Regional Coordinator shall maintain records of all cross-assignment requests and transactions, including those where a cross-assignment is confirmed and those where no home court clears, or eligible employee agrees to accept, a cross-assignment.

Section 5. Half-day Cross-Assignments

In instances involving an interpreter employee performing two half-day assignments in different courts (i.e., a home and away court or two away courts), a requesting court may determine, based on a judicial officer’s scheduling needs or the needs of a particular assignment, whether an otherwise eligible employee will be offered an assignment.

Section 6. Compensation and Travel Reimbursements

Eligible employees that perform cross-assignments shall be compensated for these assignments by their home courts. They shall also be reimbursed by their home courts for cross-assignment related travel expenses (e.g. mileage, parking, tolls, lodging, etc.) in accordance with the provisions of Government Code section 71810(f).

Employees who accept a cross-assignment shall be compensated for reasonable travel time, in excess of one hour, per assignment.

If an eligible employee submits a written request to be compensated for travel time or mileage in excess of the travel time or mileage indicated by MapQuest (or other similar internet mapping/directions services used by the court), the interpreter must provide a written explanation/documentation justifying the request for additional reimbursement.

ARTICLE 21 - HOURS OF WORK

Section 1. Workweek

The workweek will be defined by the local court consistent with the local court’s payroll system. The normal workweek shall consist of 40 hours in five consecutive days, Monday through Friday.

Section 2. Workday and Hours

The regular workday shall consist of eight hours from 8:00 a.m. to 5:00 p.m. Night Court shall be by local practice but generally shall start after 5:00 p.m. and end by 9:00 p.m.

ARTICLE 22 - WAGES AND OTHER COMPENSATION

A. Wages

Effective in the first full pay period following ratification, the following base pay rates shall apply.

Step 1	Step 2	Step 3	Step 4	Step 5
\$36.74	\$38.58	\$40.51	\$42.53	\$44.66

Employees initially hired in the Region on or before December 31, 2010 shall be placed at Step 3. Employees hired between January 1, 2011 and date of ratification of this MOU shall be placed at Step 2. Employees hired after the date of ratification of this MOU shall be placed at Step 1.

To move to the next step in the range, employees must have completed 12 months of continuous employment with the court since their last placement/movement in the step range.

Each court shall follow its local practice for employees in the court's largest non-managerial bargaining unit with respect to whether a satisfactory rating is required on the most recent formal performance evaluation to advance to the next step in the salary range. In courts that require a satisfactory rating, if no performance evaluation was performed during the most recent requisite timeframe, the employee will not be prevented from advancing to the next step.

An employee transferring employment from one Region 2 court to another will maintain the same salary step.

B. Half-day assignments and half-day rate: (base hourly wage times 1.11)

Regular part time and intermittent part time employees with an a.m. only or p.m. only assignment or a night court only assignment shall be paid at the half-day hourly rate and shall be guaranteed not less than four hours per assignment.

C. An employee who has worked any half-day or a full day assignment on the same day that the employee works a night court assignment shall be paid for the actual hours worked for the night court assignment.

D. Interpreters sent from their original report facility to any other facility or facilities will be paid mileage between the original report location and any other locations to which they are assigned within the home court, pursuant to Judicial Council guidelines.

E. Dual Language Differential

Interpreters who are certified and/or registered in more than one language and are assigned to provide services in more than one language shall receive a 10% pay differential for any day that they are assigned to work in two foreign languages.

F. Wage Reopener

At the union's request on or after July 1, 2019, the parties agree to meet and confer on Article 22 A.

ARTICLE 23 -BENEFITS

These benefits are to be effective on ratification, or as soon thereafter as reasonably possible and consistent with plan requirements.

A. Vacation - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for vacation benefits at the same level as those non-management, hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, scheduling, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of vacation benefits as the larger or largest (by number of employees in the unit) non-management hourly represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's vacation accrual rate schedule

based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned vacation.

- B. Sick Leave - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for sick leave benefits at the same level as those non-management hourly, represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to accrual rates, notification procedures, caps on accrual if any, eligibility, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of sick leave benefits as the larger or largest (by number of employees in the unit) non management hourly, represented employees' bargaining unit.

Employees eligible for benefits and hired before the effective date of this agreement shall receive credit towards placement on the local trial court's sick leave accrual rate schedule based upon work as an employee between July 1, 2003 and June 30, 2005. For example, an employee who has worked 2080 hours as an employee shall be placed upon the accrual rate schedule with one year of service having been completed, but the employee shall not receive one year of earned sick leave.

- C. Leaves of Absence - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for a leave of absence (paid and/or unpaid) at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include, but not necessarily be limited to, eligibility, length, pay status, job protection (if any), etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of leave of absence benefit as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit.

- D. Health, Vision, Dental and other Insurance Benefits - Each full time and regular part time bargaining unit member of a local trial court shall be eligible for health, vision, dental and other insurance benefits at the same level as those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to eligibility, covered conditions, co-pays, deductibles, out of pocket maximum payments, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of health, vision, dental and other insurance benefits as the larger or largest (by number of employees in the unit) non management hourly represented employees' bargaining unit. The impact of any changes in insurance benefits will be subject to meet and confer.

- E. Retirement - Each full time and regular part time bargaining unit member of a local trial court shall be eligible to participate in the same retirement plan at the same benefit level as

those non-management hourly represented employees of the local trial court. The level of benefit shall include but not necessarily be limited to, eligibility, vesting, employee contribution, regular retirement date, benefit formula, etc.

Where a local trial court has more than one bargaining unit of non-management hourly represented employees, full time and regular part time interpreter employees shall be eligible for the same level of retirement benefit as the larger or largest (by number of employees in the unit) non management hourly represented employees’ bargaining unit. The impact of any change in the retirement plan will be subject to meet and confer.

- F. Miscellaneous Benefit Eligibility - Hours worked by part time intermittent interpreters in home courts and away courts shall be considered for purposes of status designation. However, for an interpreter who is intermittent part time interpreter to become a part time interpreter and eligible for benefits they must work 50% time or more for six consecutive months before becoming eligible for benefits. Further they must maintain an average of 50% time or more during each succeeding six-month period to be eligible to continue to have benefits, subject to the specific benefit plan permitting. If an intermittent part time employee becomes eligible for benefits and then fails to continue to be eligible because they have not worked the requisite 50% time, they shall be ineligible for benefits for a period of at least six months.

The ability to reenroll shall be subject to the requirements of the benefit plan. Employees may use accrued discretionary leave to supplement work time if their work hours fall below the required 50% average. Part time employees who lose eligibility for health insurance due to a reduction in hours may be eligible for continuation of health insurance, at the employee’s expense, based upon COBRA eligibility and health plan rules.

G. Holidays

Full-time regular employees will be provided paid time off on the following holidays:

New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln’s Birthday	February 12
Washington’s Birthday	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans’ Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Part-time employees are eligible for holiday pay on a pro rata basis, based on the employees’ fractional time base.

Employees required to work on mandated court holidays shall be paid their applicable hourly rate

for their hours worked on the holiday and will be provided paid holiday hours in lieu of the holiday. A full-time regular employee will be provided eight hours paid holiday hours in lieu of the holiday. Part-time employees will be provided eligible paid holiday hours based on the employee's fractional or pro rata time-base.

ARTICLE 24 - PAYDAY

Employees in the bargaining unit shall be paid on the same dates and in the same manner as other employees of each local trial Court. The Union and the bargaining unit employees shall be given advance notice of any changes in the payday schedule.

ARTICLE 25 - EMPLOYEE PARKING AND TRANSIT

Court-provided employee parking and reimbursement of parking and transit related expenses shall be maintained in accordance with each trial court's practices. In the event that the local practice changes, the Court shall meet and confer regarding the impact of the changes in practices.

ARTICLE 26 - PROFESSIONAL CONDUCT, STANDARDS AND CONDITIONS

Section 1 - General Provisions

The parties agree that court interpreters will not be required to perform their duties in such a manner that would require them to violate the Judicial Council's Rules for Professional Conduct for Interpreters (currently Rule 2.890). An interpreter may not be disciplined for informing the Judicial Officer, in an appropriate manner, of conditions that impede his/her ability to perform complete and accurate interpretation or sight translation. The parties agree that if the Judicial Officer directs the interpreter to interpret notwithstanding the impediment, the interpreter shall comply with the Judicial Officer's direction.

Section 2 - Team Interpreting

The Court recognizes that interpreter assignments can vary in the demands made upon the physical and mental stamina of interpreters and that an interpreter may need to advise the Judicial Officer that he/she is fatigued and needs a break. Team interpreting may be ordered within the discretion of the Court.

Section 3 - Pre-appearance Interviews; Review of Documents and Preparation Time

Consistent with California Standards of Judicial Administration, Section 2.10, the Court recognizes the importance of pre-appearance interviews and the right of an interpreter to request such an interview.

The Court recognizes the value, where appropriate, of interpreters reviewing documents to familiarize themselves with terminology and context before interpreting in a case. The Court recognizes the right of interpreters to request to do so.

Section 4 - Sight Translations and Recorded Foreign Language Media

Interpreters shall perform sight translations of documents consistent with the needs of the Court.

Interpreters shall not be required to perform any task that would require the interpreter to provide legal advice or to advise defendants as to their choices in completing forms.

The Court acknowledges that prior to performing sight translations, interpreters may request the opportunity to review and assess the document and advise the Judicial Officer of any problems associated with the sight translation.

The Court acknowledges that simultaneous interpretation of foreign language audio/visual material may be especially challenging and recognizes the right of the interpreter to request a review of such material in advance and to advise the Judicial Officer of any problems associated with that simultaneous interpretation.

Section 5 - Interpreting for Both Prosecution and Defense

In all trials in which interpreters are required for both the prosecution and the defense, the Court will make reasonable efforts to provide separate interpreters to each party.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF CERTIFICATION

Continuing Education

The parties recognize the importance of continuing education of employees within the unit in order to maintain a stable, highly qualified and effective workforce in the delivery of interpreter services.

Training Opportunities

An employee in the unit may request to participate in educational and training programs, symposiums, seminars, conferences and meetings that will lead to an increase in the skills, knowledge and understanding of the employees' current job assignment. An employee may also request to participate in training activities necessary to enhance succession planning or career development.

Interpreters may be eligible for leave without pay for purposes of education and/or training subject to the discretion of the Court Executive Officer.

Seminars/Conferences

Full-time, part time and intermittent employee interpreters are entitled to be reimbursed for Court Interpreter Minimum Continuing Education (CIMCE) approved seminars/conferences for up to \$750 every two years. Reimbursement for regular part-time part and part-time intermittent employees shall be prorated over the preceding 12 months.

Interpreters shall be allowed up to three (3) workdays per calendar year, without loss of pay or benefits, to attend CIMCE-approved seminars and conferences for the purpose of obtaining required continuing education credits. Regular and intermittent part-time employees shall be paid up to three workdays (i.e.,

up to 24 hours), prorated based on the number of hours worked in the preceding 12 months. The Interpreter shall be responsible for requesting this time to attend CIMCE-approved seminars and conferences at least fourteen calendar days in advance, and failure to do so may serve as a reasonable basis for the Court to deny the Interpreter's request.

On January 1, 2018, all employees in the bargaining unit shall start a new two-year cycle for reimbursement for CIMCE approved seminars/conferences. Any employees in the bargaining unit whose two-year cycle ends prior to January 1, 2018 shall be entitled to up to \$750 in reimbursements prior to January 1, 2018.

State Certification and Licenses

Regular full-time employees shall receive reimbursement for State certification. Regular part-time and IPT employees shall receive reimbursement on a pro rata basis based on hours worked in the preceding 12 months.

ARTICLE 28 - JOINT LABOR/MANAGEMENT COMMITTEE ON ISSUES AFFECTING THE INTERPRETER UNIT

Section 1:

It is the intention of the parties to establish a Region-wide Joint Labor/Management Committee on court interpreter issues to provide a forum for Labor and Management to jointly discuss issues of concern to the Court and employees in the unit. These issues shall be limited to issues within the scope of representation.

Section 2:

The Joint Labor/Management Committee on court interpreter issues shall consist of four (4) management representatives designated by the Regional Chair and an equivalent number of employee representatives designated by the Union.

Section 3:

During the term of this agreement, the Joint Labor/Management Committee on interpreting issues shall meet twice annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss (not meet and confer) on issues within the scope of representation. Employee representatives shall attend meetings on court time. The parties shall exchange proposed agendas one week in advance of any meeting.

ARTICLE 29 - HEALTH AND SAFETY

Section 1:

Management will provide and maintain a safe and healthy place of employment. Employees shall report to the manager of interpreter services or Court Safety Officer any hazardous or unsafe practices, equipment and/or conditions of which they are aware.

Section 2:

The Court shall offer TB tests at no cost to the employee annually and at any time that an interpreter reasonably believes he/she may have been exposed to TB at work.

The Court shall offer all interpreters training on tuberculosis and safety measures for working with prisoners and psychiatric patients.

Interpreters shall not be required to interpret for:

1. Inmates or other individuals they reasonably believe have communicable diseases without electronic equipment that allows the interpreter to maintain a safe distance.
2. Inmates in a confined or locked space without law enforcement supervision.

ARTICLE 30 - OFFICE SPACE AND EQUIPMENT

Section 1:

Interpreters shall be provided with an area to leave personal belongings and reference materials in a secure place.

Section 2:

Each courthouse with employee interpreters shall maintain electronic simultaneous sound equipment. Electronic simultaneous sound equipment shall be provided upon request to interpreters under the following circumstances:

- A. When simultaneous interpretation is to last for 20 minutes or longer.
- B. When the interpreter reasonably believes that the person interpreted for has an infectious or communicable disease.
- C. When physical conditions in the courtroom would hinder interpreter performance, regardless of the length of the proceeding.

ARTICLE 31 - LAYOFFS AND REDUCTION IN STATUS

A. General

The Court may release an employee when a reduction in force for organizational necessity is to be implemented. Organizational necessity shall include but not necessarily be limited to lack of work or lack of funds.

B. Procedures

1. Notice

Employees shall be given written notice of not less than twenty Court days before the effective date of the layoff. The Court shall send a copy of the notice to the Union.

2. Probationary Employees

No full time or part time employees shall be laid off due to a reduction in force until all probationary employees have been released. An employee with a regular assignment who is subject to layoff may request to be placed on the list for intermittent assignments.

3. Full Time and Regular Part Time Employees

Once the scope of the reduction in force is determined, a layoff list shall be established for full time and regular part-time employees by language. Employees will be released based on inverse order of seniority as defined in Article 18. In the event that the remaining position(s) are of a different status than the remaining least senior employee's prior position, the least senior remaining employee may be required to accept that position of a different status to avoid layoff.

C. Reemployment List

Employees who are laid off shall be placed on a reemployment list in order of seniority. Laid off employees who choose to be placed on the intermittent list shall remain on the reemployment list.

The names of employees laid off due to a reduction in force shall remain on the reemployment list for 12 months.

ARTICLE 32 - PERFORMANCE EVALUATION AND JOB QUALIFICATIONS

A. Performance Evaluations

Region 2 Courts may implement a regular performance evaluation process following ratification of this agreement to evaluate basic job performance other than interpreting skills and abilities. Any future process to evaluate performance of interpreter skills and abilities shall be subject to meet and confer at the regional level prior to implementation.

The supervisor will share the work performance evaluation criteria with employees at least ninety (90) days prior to implementation of formal work performance evaluations, and with newly hired employees, to ensure that employees have been provided the criteria, any form used, and an explanation of the process, including the right to respond, prior to the initial performance evaluation.

"Basic job performance" includes, but is not limited to, factors such as: following court policies and procedures; adapting to varied work assignments; observing safety practices; demonstrating professional workplace conduct; complying with the Judicial Council's Code of Ethics for Court Employees; and satisfactory attendance and punctuality. It does not include evaluation of interpreting performance, including but not limited to factors such as knowledge and techniques required to interpret from one language into another, accuracy, proficiency in modes of interpretation, or quality and quantity of work.

Each Region 2 court will notify the union at least ninety (90) days in advance of the implementation date for performance evaluations, and will provide the Union with information on the criteria, forms and process to be followed. Following a request by the Union, the local Court will meet and confer regarding the impacts of the proposed work performance evaluation process.

1. Purpose of Work Performance Evaluations

The work performance evaluation is a tool to encourage and enhance communication between the employee and his/her immediate supervisor, and provides a forum for the employee and supervisor to discuss and document work performance.

2. Frequency of Work Performance Evaluations

Work Performance evaluations may be conducted on an annual basis for employees after the probationary period is completed. For newly hired employees, work performance evaluations will be conducted at the end of the first 4 months of the probationary period and upon completion of one year of employment.

Employees will be provided a copy of their completed work performance evaluation prior to placement in the personnel file. Any negative evaluation shall include any documents referenced in the evaluation and include specific recommendations for improvement. When an employee's work performance is below standard, a work performance improvement plan of up to 90 days may be established. The work performance plan may be extended one time for a second 90-day period to allow for further performance improvement at the discretion of the supervisor.

3. Employee Response To A Performance Evaluation

An employee may submit a written rebuttal to a performance evaluation. An employee's written response shall be placed in the employee's official personnel file along with the work performance evaluation.

Performance evaluations are not disciplinary actions and are not subject to the grievance procedure.

B. Job Qualifications

Section 1:

Employees shall maintain their certification and registration status with the State of California.

Section 2:

If an employee's certification or registration lapses during the term of this Agreement for any of the following:

1. Failure to pay certification fees;
2. Failure to meet continuing education requirement; or
3. Failure to work the minimum professional experience requirements;

The employee shall be placed on administrative leave without pay or benefits for up to 90 calendar days or until the deficiency is corrected whichever is earlier. During this leave, the employee shall not be eligible to work for the Court. However, if the deficiencies are cleared within 90 days, the Court will return the employee to their same or similar assignment. If the deficiency is not cleared within 90 calendar days, the employee's employment shall be terminated. Prior to involuntary termination, the employee shall be offered resignation. An employee terminated for any of the

above deficiencies shall be eligible for rehire consistent with the local Court's rules, policies and practices.

Section 3:

When the Judicial Council establishes a certification exam in a language, an existing employee of the Court who is registered in that language shall have three opportunities to take and pass the test and become a certified interpreter. In the event that the employee does not successfully complete the examination, after its third offering, their employment shall be terminated. An employee must take the examination each time it is offered in the language pair. Prior to an involuntary termination the employee shall be offered resignation. An employee terminated for failing to pass the exam who subsequently passes the exam and becomes certified shall not be disqualified from future employment with the Region 2 Courts because they failed to pass the exam and were terminated.

ARTICLE 33 - COURT RULES AND POLICY CHANGES

All proposed amendments to local policies which pertain to interpreters and are within the scope of meet and confer and all proposed amendments to the Region Two Personnel Policies for Court Interpreters, shall be reduced to written form and distributed by management to the Union. Representatives of the Court/Region and the Union shall meet and confer regarding the proposed change prior to its adoption.

ARTICLE 34 - PERSONNEL FILES

The Court will maintain an official personnel file for each employee. Employees should inform the Court of any changes in personal information.

An employee, upon written request to the Court's Human Resources Manager, shall be entitled to inspect his or her official personnel file. The contents of such file shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Court. A union representative may accompany the employee during the review of the file. The employee may request and shall be provided copies of any document in the file. When the employee is not available, a Union representative with the written permission of the employee may review the employee's personnel file in the presence of an HR representative and obtain copies of documents upon request.

The Court shall provide an opportunity for the employee to respond in writing to any information about which he or she disagrees. Such response shall become a permanent part of the employee's personnel file. The employee shall be responsible for providing written responses to be included as part of the employee's permanent personnel record.

At or before time of placement, employees shall be given copies of all letters or memoranda concerning their job performance or conduct that are to be placed in their official personnel file.

The employee may file a complaint under the grievance procedure regarding any such document within the prescribed time limits.

Upon an employee's request, any written warnings and/or reprimands issued more than one year prior shall be removed from his or her personnel file if no subsequent warnings, reprimands or

discipline have been issued to the employee for the same or similar reason.

ARTICLE 35 - EMPLOYEE LISTS AND INFORMATION

CFI/TNG-CWA, Local39521 may request from the Region an alphabetized listing, by county, of the names of all employees within the Unit. An employee list may be requested four times a year and shall be provided within 30 days of such request.

The parties understand and agree that reducing the use of paper products and the costs of shipping is an economically and ecologically sound practice. Management shall make every reasonable effort to provide employee lists and other information requested by the Union in electronic format.

ARTICLE 36 - PAYROLL DEDUCTIONS AND DUES

Section 1: Agency Shop

For the term of this Agreement, all current and future interpreter employees shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a service fee to the Union in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for bargaining unit employees. The membership and service fee payments shall be established by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment. Failure of an employee to pay membership or service fees shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize the judicial process to compel payment.

Religious Exemption

A bargaining unit employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations shall, upon presentation of proof of membership satisfactory to the Regional Committee and the Union, be relieved of any obligation to pay the required service fee. That employee shall be required to pay sums equal to those service fees to a non-religious, non-labor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of the following three funds: The Red Cross, UNICEF or United Way. Proof of those payments shall be made by the employee on a monthly basis to the trial court that employs the employee as a condition of continued exemption from the requirement of financial support to the Union.

Section 2 - Payroll Deductions

The Union shall provide the Regional Chair and trial courts with a current statement of membership fees and service fees for bargaining unit employees within the Region. The statement shall be amended as necessary. The trial court may take up to 30 days to implement such changes. Each pay period, effective with the first complete pay period worked by a bargaining unit employee newly employed by the trial court, the trial court shall make membership and service fee payroll deductions, as appropriate, from the regular periodic payroll warrant of each bargaining unit employee. As soon as practical, but generally within 14 working days following payday, the trial court will promptly pay over to the Union all sums withheld for membership and service fees. The trial court shall provide with each payment a list of employees paying membership and service fees. All such lists shall contain the

employee's name, employee number, classification and the amount deducted. A list of all bargaining unit employees shall be provided to the Union monthly. The Union shall be entitled to collect, through the payroll deduction method, membership and service fees, COPE deductions, and special membership assessments, and may make such changes as may be required, from time-to-time. The Union shall give the trial court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

Section 3 - Financial Reporting

The Union shall annually provide to the Regional Committee the information required by Government Code Section 71814(f).

Section 4 - Indemnification Clause

The Union agrees to indemnify, defend and hold the employer court that makes the deduction harmless from any and all claims, demands, suits or other liabilities of any nature that may arise as a result of the application of the provisions of this article.

ARTICLE 37 - UNION STEWARDS AND REPRESENTATIVES

Section 1:

Management recognizes that Local 39000 Stewards are the official on-site representatives of the Union.

Section 2:

The Union shall select a reasonable number of stewards, and notify the Court Executive Officer (CEO) in writing as to who has been designated as a steward. Any change in stewards shall be communicated in writing to the CEO in a timely fashion. On occasion and depending upon the circumstances, the Union may designate a representative, not a current steward, who shall act in the capacity of steward for a grievance meeting with prior written notice to the CEO. The Union may also request a postponement of a grievance meeting if necessary to ensure appropriate representation for an employee. Such request shall not be unreasonably denied.

After receiving approval from the supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time, pay or employment benefits, to investigate, prepare and present grievances and disciplinary appeals of court interpreter bargaining unit employees. The supervisor shall authorize the steward to leave his/her work if it is determined that the steward's absence will not interfere with the work of the unit. When immediate approval is not granted, the supervisor shall inform the steward and shall establish an alternate time when the steward can be released from his/her work assignment.

Not more than one steward shall be on paid court time during any grievance meeting. The presence of a shop steward at the meeting does not preclude a union staff representative from also being present at the meeting.

Section 3:

The Region will provide reasonable release time without loss of pay or employment benefits for

unit employees released under this section. Up to five unit employees will be released for the purpose of negotiating a labor agreement or successor labor agreement with Region 2 Negotiating Committee. For all other meet and confer sessions, up to two (2) unit employees will be released. In courts with more than fifteen (15) bargaining unit employees, up to three (3) bargaining unit employees will be released with no more than two (2) from any one court with fifteen (15) or less bargaining unit employees, for purposes of meet and confer.

Section 4:

Any time spent performing the functions of a steward outside of the normal business day, or any time spent on a day when a steward is not otherwise scheduled for work, shall not be compensated by the Court. Following a meeting in a different court, management will make reasonable efforts to return a steward to work at his/her work location.

Section 5:

Employee Organization Leave

Full-time and part-time employees, at the request of the Union, may apply for an unpaid personal leave for up to six months at one time for the purpose of conducting Union business. Employees on this leave will maintain their seniority during the leave of absence. Requests for organization leave shall be in writing to the Court Executive Officer or designee and shall be discretionary based upon the needs of the Court. Employee organizational leave shall not be unreasonably denied.

ARTICLE 38 - ACCESS

Union representatives shall have access to the trial court's premises to ensure that the terms of the MOU are being followed. A union representative, other than a bargaining unit employee, shall notify the CEO or designee in advance when he or she will require access to non-public areas other than interpreter break rooms and waiting areas for the purpose of ensuring the terms of the MOU are being followed. The authorized representative shall not disrupt employees during their work time.

ARTICLE 39 - BULLETIN BOARDS

- A. The Union may use designated, adequate bulletin board space provided by the court to post communications of the employee organization at each interpreter waiting area/office where members of this unit are assigned. In facilities where there is no waiting area/office space, the Court shall provide adequate, accessible bulletin board space in non-public areas where bargaining unit members work. Any materials posted shall be dated and initialed by the Union representative responsible for the posting.
- B. The Union agrees not to post any material of an illegal, libelous, obscene, defamatory, or solely non-educational partisan political nature on bulletin boards.

ARTICLE 40 - SUBCONTRACTING UNIT WORK

To the extent that a Court determines to subcontract unit work presently performed or hereafter assigned to the unit, it shall subcontract such work consistent with the limitations set forth in

Government Code Section 71802. The Court agrees that it will not use Section 71802 for the purpose of reducing costs.

ARTICLE 41 - PROBATIONARY PERIOD

All newly hired employees shall serve an initial probationary period. Full time employees shall serve a probationary period of 9 months. Part time employees shall serve a probationary period of 1560 hours or 18 months, whichever is less.

ARTICLE 42 - NO STRIKE/NO LOCKOUT

A. No Strikes or Lockouts

During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members and all other employees shall not, in any way, directly or indirectly, engage in any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference with or interruption of court work in any Court operations. The Court agrees that it will not lock out employees.

B. Crossing Sanctioned Picket Lines

If an employee covered by this Agreement is expected to cross a picket line set up due to a labor dispute sanctioned by a Central Labor Council in the Region, and if crossing that picket line is in conflict with the employee's conscience, the Chief Executive Officer or his/her designee will meet with the Union, if requested, within 24 hours to attempt to reassign the employee in a manner which retains Court services and does not result in disciplinary action against the employee.

ARTICLE 43 – JOB ABANDONMENT

When an employee fails to report for work for five consecutive scheduled working days without any notice to court management, the employee shall be considered to have abandoned his or her employment.

The court will provide a notice of separation due to job abandonment to the employee. The notice shall be delivered to the employee in person or mailed to the employee at the employee's address of record. The employee's address of record shall be the most recent address provided to the court by the employee. In either case, the notice will include a proof of service and a copy will immediately be provided to the union.

Within 15 business days of the issuance of the notice, the employee, or the union on behalf of the employee, may make a written request for reinstatement. The court may reinstate the employee at its discretion. The court shall reinstate employees who can demonstrate that their absence without notice was due to circumstances beyond their control.

An employee so reinstated shall not be paid salary from the period of his or her absence. However, if the absence can appropriately be covered by leave with pay (e.g. sick leave), the employee shall be paid.

DATED: _____

FOR CFI TNG-CWA
LOCAL 39000
Negotiating Team

FOR CALIFORNIA SUPERIOR COURTS OF
REGION 2
Negotiating Team

Mary Lou Aranguren, Chief Spokesperson

Kim Turner, Chief Spokesperson/Regional Chair

Anabelle Garay, CFI Representative

JM Munoz, HR Director, SFSC

Kate Bancroft, CCSC

Sarah Kobayashi, Operations Manager, SMSC

Katy Van Sant, ASC

T. Michael Yuen, CEO Chair, Region 2 Courts

Juan José Negrete, SCSC

Carol Palacio, SMSC

Carla Cuevas, SFSC

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VIDEO REMOTE INTERPRETING PROCEDURES ADOPTED BY REGION 2

Issued by Region 2 on May 6, 2022

Effective July 1, 2022 Unless Otherwise Specified

Introduction and General Overview

These Procedures will apply to Region 2 Trial Courts and the interpreter employees covered by the Memorandum of Understanding (“MOU” or “labor agreement”) between Region 2 and the California Federation of Interpreters, Local 39000 (“Union” or “CFI”), and concern the use of Video Remote Interpreting (VRI), as defined below, to facilitate the prompt availability of language access services to Limited English Proficient (“LEP”) court users. When a Region 2 Court determines it would be appropriate to provide interpreting services for a LEP court user through VRI, rather than in-person interpretation, the Court will first determine whether an interpreter employee of the Court in the needed language pair is available to perform the VRI assignment. When a Region 2 Court does not have its own interpreter employee(s) available to provide the interpreting service, the Region 2 Court will submit a request to the Region 2 Courts covered by the Region 2 – CFI MOU that employ interpreter employees in the needed language pair to determine whether any of those Courts has an interpreter employee in the needed language pair available for the VRI assignment. If so, an interpreter employee from the other Region 2 Court (the “Provider Court”) will be assigned to perform the VRI assignment for the other Region 2 Court in need of the VRI services (the “Receiver Court”).

In order to transition from the Region 2 Courts’ use of remote proceedings under Rule 3 of the Emergency Rules Relating to COVID-19 issued by the Chief Justice of the California Supreme Court, and to enable the Region 2 Courts to obtain the equipment consistent with these Procedures and take the various steps needed to comply with these Procedures, the below requirements and guidelines will take effect July 1, 2022, except that those Region 2 Courts seeking to implement VRI under these Procedures may provide the 45-days’ notice of implementation to the Union as provided in Section II, para. 4 below, and commence training prior to July 1, 2022.

Definition of VRI

For the purposes of these Procedures, the definition of Video Remote Interpreting (VRI) is when the interpreter employee is rendering spoken language interpreting services by means of an audiovisual delivery system, such as Zoom, Microsoft Teams or similar platform, and when both the audio and video features of the audiovisual delivery system are used simultaneously to conduct the interpreting services. The use of telephone equipment (such as a cell phone, land line or speaker phone) and/or the use of the audio on an audiovisual delivery system to perform spoken language interpreting services is not VRI. For instance, when a person participating in the proceedings appears by using only the audio portion of an audiovisual platform (rather than by phone) and the other participants, including the interpreter, have appeared in-person at the proceeding, the interpreter is not performing VRI. The Courts shall not direct any participant to appear by using only the audio portion of the audiovisual platform with the intent of avoiding the application of these Procedures. In the event a participant appearing remotely has technical difficulties while using the visual component of an audio-visual platform, and is directed by the Court to turn off the remote camera, that proceeding shall still constitute a VRI assignment for purposes of these Procedures. Except as addressed in the terms of these Procedures, the use of spoken language VRI shall not otherwise modify the contractual or statutory requirements of the Trial Court Interpreter Employment and Labor Relations Act or the terms of the Memorandum of Understanding between Region 2 and the Union (“MOU”).

These Procedures are not intended to restrict or otherwise limit the Region 2 Courts' use of remote interpreting that does not otherwise meet the definition of VRI above. Such use may continue consistent with existing policies and/or procedures of a Court.

Section I

1. **Labor Management Committee** - A VRI Labor Management Committee will be established by the Region to review and attempt to resolve operational issues, including but not limited to technology issues, that may arise as the result of the implementation of VRI. The Committee may recommend a process for evaluating the VRI events and may make recommendations to the applicable Courts' Chief Executive Officer(s) regarding ways to make the VRI more effective. The Committee will develop a short survey for the five main languages spoken in the area for LEPs to include overall level of satisfaction from 1-5 and any comments/suggestions.

The Committee shall meet quarterly (or more often by mutual agreement). Each side shall submit a written agenda to the other not less than ten working days before the meeting. If neither party submits any agenda items, there shall be no meeting. Based upon the submitted agenda, the Region 2 Chair at its discretion shall determine the appropriate composition of Region 2's representatives for the Committee meeting. For instance, if the requested agenda item concerns a matter applicable to a specific Region 2 Court only, the composition of the Region's representatives at the Committee meeting may be limited to a Region representative and a representative from the specific Region 2 Court that is the subject of the requested agenda item. In the event the requested agenda item concerns multiple Region 2 Courts, the Region Chair may appoint up to three representatives to attend the Committee meeting. The Union may appoint up to three representatives to attend the Committee meeting.

The Committee shall sunset eighteen months after implementation. Thereafter, VRI will be a topic discussed at each local Court's labor management committee meeting as needed; reviewing and attempting to resolve operational matters including but not limited to technology issues.

2. **Compensation** – Region 2 Interpreter employees who are assigned by their employer Court (“Home Court”) to perform spoken language VRI for another Region 2 trial court (“Receiver Court”) shall receive a 25% stipend for any day in which they perform spoken language VRI for the Region 2 Receiver Court. For instance, if a full-time interpreter employee of a Region 2 trial court who works 8 hours in a day is assigned by his/her Home Court to perform and does perform VRI for 10 minutes within that day for a Region 2 Receiver Court, the interpreter employee will receive a 25% stipend for the 8 hours, even though the interpreter employee does not perform VRI for the entire 8 hours. The stipend for part-time interpreters shall be based upon the number of hours they were assigned to work on that day. For instance, if the part-time interpreter employee of a Region 2 trial court is assigned by his/her Home Court to work and does work for four hours on the day, including performance of interpretation on assignment(s) for his/her Home Court and the interpreter's performance of VRI for a Region 2 Receiver Court, the part-time employee shall receive a 25% stipend for the four hours.

When an interpreter is performing VRI on behalf of their Home Court, the interpreter is **not** eligible for the stipend.

An interpreter employee who is working on cross-assignment at a Region 2 trial court or a trial court in another Region, and who performs VRI on behalf of the cross-assigned trial court is not eligible for the stipend. Instead, his/her compensation shall be governed by Article 20 (Cross-Assignment Procedures) of the MOU.

3. **Reporting of VRI events** – Each court will maintain a record of VRI events including the date, case name and number, language, case type, event type, duration, Interpreter assigned, whether the Interpreter assigned is an employee or independent contractor, the location of the interpreter while performing the VRI event (courtroom, VRI room, or facility/location other than the Court), any difficulties encountered, and whether the interpreter is certified, registered or provisionally qualified. The Region Chair will provide a report to the Union of VRI events upon request at reasonable intervals, not to exceed quarterly reports.
4. **Technical Minimums for VRI Equipment**
 - a. The following are minimum specifications for equipment at a Region 2 Home Court/Provider Court for its Interpreter employees to use to provide VRI for a Receiver Court, and/or to provide VRI on behalf of their Home Court when the Interpreter employee is remote from both the proceeding/event and the individual(s) for whom the interpreter employee is rendering the interpreting services.
 - (1) Computer with processor that is dual core 2Ghz or higher, has at least 4Gb of memory, has two flat panel displays/monitors, each with screen size of at least 19 inches and resolution of at least 1280 x 720 PPI (pixels per inch), has a wired Internet connection with bandwidth for group video calling that is, at a minimum, for 720p HD video – 2.6 Mbps/1.8Mbps (up/down);
 - (2) A webcam (integrated or external) with minimum 720p (1280 x 720 pixels) and 30 FPS (frames per second); and
 - (3) Integrated headset (speakers and microphone) that is wired , USB 2.0 connectivity or other appropriate cabling to connect the headset to the computer, and with a noise cancelling microphone.
 - b. Minimum Specifications for Equipment at the Region 2 Receiver Court or Region 2 Home Court under the Circumstances Identified in 4.a. above:
 - (1) At least one webcam to capture the view of the Judicial Officer, and both counsel tables; with minimum 720p (1280 x 720 pixels) and 30 FPS (frames per second);
 - (2) Webcam, or tablet/laptop/other device with integrated webcam with minimum 720p (1280 x 720 pixels) and 30 FPS, so that Provider Court interpreter employee can view the LEP litigant or witness who needs the interpreter services and is present within the Courtroom;
 - (3) Audio equipment sufficient in the courtroom for all courtroom participants (Judicial Officer, legal counsel, litigants, witness, and court reporter) to hear the interpreter employee and for the interpreter employee to hear the Judicial Officer, legal counsel, litigants and witness.

The Courts have the discretion to change the audiovisual platform used and to upgrade and/or change the equipment and/or technology used, provided they meet the above minimum specifications.

Section II

1. VRI Guidelines

- a. In addition to the guidelines set forth below, the Region adopts the attached provisions from the Judicial Council of California (“JCC”) Recommended Guidelines and Minimum Specifications for Video Remote Interpreting (VRI) for Spoken Language Interpreted Events, dated May 21, 2021, as an addendum to these Procedures. Where or if the JCC guidelines are determined to conflict with the guidelines below, the guidelines in Section II shall prevail.
- b. A Court should conduct an individual analysis of the language and legal demands of the case before recommending VRI for the assignment. Except in those matters in which a Judicial officer has determined that a witness, attorney and/or litigant will be allowed to appear remotely, the interpreter coordinator/manager will perform an analysis of whether the use of VRI for the assignment is appropriate based on the following guidelines:
 - i. Events that are expected to last less than 30 minutes in duration.
 - ii. Events that are not complex, or events of a routine nature.
 - iii. Events that are generally non-evidentiary (meaning hearings or other matters without testimony or hearing or matters that are uncontested).
 - iv. Events involving uncontested infractions that require no testimony, like traffic cases.
 - v. Events of a nature that cannot be delayed such as arraignments for in-custody defendants, bond review hearings, bail reductions, O.R. hearings (own recognizance hearings), and temporary restraining orders, including domestic violence and civil harassment restraining orders.
 - vi. Out-of-court communications such as attorney-client conference/interviews, court-mandated or appointed services (such as mediation or family court services), probate investigation interviews, self-help centers, post-court services, review of probation conditions, pre-trial services, and language access services in other facilities that are required for a court case (examples include but are not limited to hospitals, clinics, psychiatric facilities, and incarceration/detention facilities).
- c. If the Region 2 Court determines that the assignment is appropriate for VRI and the Court’s own interpreter employees in the needed language pair are not available for the assignment, the Region 2 Court will submit a request to the Region 2 Courts that employ interpreter employees (who are covered by this Procedure) in the needed language pair to determine whether any of those Courts has an interpreter employee in the needed language pair available for the VRI assignment. An available interpreter employee from the other Region 2 Court (the “Provider Court”) will be assigned to perform the VRI assignment for the other Region 2 Court in need of the VRI services (the “Receiver Court”) (See paragraph j below concerning the procedures for the Region 2 Provider Court to follow in making the assignment).

In the event an interpreter employee from a Region 2 Provider Court is not reasonably available for the VRI assignment at the Region 2 Receiver Court, the Region 2 Court in need of the interpreter services has the option, but is not required, to seek an interpreter employee from a Provider Court in another Region. Otherwise, the Region 2 Court in need of the interpreter services will follow the applicable cross-assignment procedures in Article 20 of the labor agreement between Region 2 and CFI.

- d. If the Region 2 Court determines VRI is not appropriate and an on-site interpreter is needed other than its own interpreter employee, the Region 2 Court in need of the interpreter services will follow the applicable cross-assignment procedures in Article 20 of the labor agreement between Region 2 and CFI.
- e. **Training**: prior to implementing VRI, training will be provided to Judicial Officers, interpreters and court staff on the use of these guidelines, the checklist to be used (See Section III below), as well as the use of the Court's VRI equipment, including but not limited to, an explanation and demonstration as to how the equipment works.
- f. **Modes of Interpretation**: generally, remote interpreting shall be performed in the consecutive mode, unless the audiovisual platform used provides for both consecutive and simultaneous mode. In such circumstance, the Judicial Officer determines which mode of interpretation should be used.

Initial instructions will be reviewed with participants prior to each VRI event and should include a brief instruction on the protocols for the consecutive and/or simultaneous mode(s) in the proceeding.

- g. **Sight Translation**: sight translation may be performed over VRI for appropriate events provided the interpreter has a clear and readable copy of the document(s). The documents may be provided by the document share function in the audio-visual platform, email or other digital scanning device.
- h. **Confidential Communications**: the Court will ensure a reliable method is in place for attorney-client privileged communications and instruct all parties, including the interpreter, on a method for confidential communications.
- i. **Ethics**: interpreters using VRI are bound by the same professional standards as on-site court interpreters (CRC Rule 2.890) and the *Judicial Council of California Professional Standards and Ethics for California Court Interpreters*, 5th edition, May 2013. When necessary, the interpreter shall inform the Judicial Officers of any impediments to performance.
- j. **Assignments**: to the extent feasible, VRI interpretations will be prescheduled. All interpreters performing VRI shall be trained on the use and protocol of VRI, prior to the assignment. Interpreters shall be assigned to VRI based upon the needs of the Court.

A Region 2 Provider Court will solicit volunteers to participate in the VRI rotation in each language pair for VRI assignments at Receiver Courts. In making VRI assignments, a Region 2 Provider Court will use reasonable efforts to rotate assignments among employee interpreters in the needed language pair who have volunteered to perform VRI assignments. However, if there are no volunteers, interpreters will be assigned on a rotation based upon need.

Whether the VRI interpretation is in a single event or multiple events, interpreters performing the VRI assignment(s) will have a minimum of a five-minute break between VRI events lasting more than five minutes. In the event an interpreter becomes fatigued during interpretation of a VRI event, the interpreter shall notify the Judicial Officer and request a break. A break shall be granted at Judicial Officer discretion.

2. **End Point Conditions**: This provision is applicable when a Region 2 Provider Court has assigned its interpreter employee to perform VRI for a Receiver Court, and/or a Region 2 Home Court has assigned its own Interpreter employee to perform VRI on behalf of the Home Court and the interpreter employee is remote from both the proceeding/event and the individual(s) for whom the interpreter employee is rendering the interpreting services. Such Courts will provide a separate room (with walls and a closable door), in a courthouse or other Court facility, where the interpreter performing VRI will not be interrupted or overheard. Notice should be posted outside of the room to encourage a quiet environment. It shall be the responsibility of the interpreter, at their choice, to post or not post the Notice. The Notice shall be provided by the Provider/Home Court as applicable. The room will include a workstation/desk with a chair for the interpreter to perform the VRI, and a computer set up that meets the minimum specifications in Section I, paragraph 4 above.

Although these Procedures contemplates that the interpreter employee will perform the VRI assignment(s) at a Court facility, the Procedure is not intended to preclude a Region 2 Court from providing VRI assignments to its interpreter employee(s) as a reasonable accommodation for disability or other serious medical condition, or in the event of an emergency, such as a natural disaster, fire, epidemic or pandemic which renders interpreter employees unable to report to work.

3. **Unit Work and Contracting Out**: use of VRI in spoken language shall not modify the contractual or statutory requirements related to bargaining unit work or contracting out unit work. Specifically, prior to utilizing an independent contractor, to perform spoken language VRI, the Court will ensure that there are no employee interpreters available to perform the spoken language VRI. See Government Code Section 71802.
4. **Notice of Implementation**: A Court seeking to implement VRI will provide 45 days' advance written notice to the Union that the Court plans to implement VRI as a Receiver Court and/or Provider Court. The notice will include the anticipated date of implementation, a brief description of the technology set up and anticipated dates of trainings. The Union will have the option of sending a representative to observe such interpreter training.
5. **Preparation and Protocols**: prior to beginning the interpretation in a VRI event, the remote interpreter will have an opportunity to confirm a clear view of speakers and to confirm a good audio and video connection has been established. Prior to or at the start of the proceeding, the interpreter will be notified of the nature of the proceeding, and the names of the participants, and will be provided any applicable documents relevant to the proceedings that may be reasonably available. Prior to beginning the interpretation in a VRI event, the Judicial Officer will confirm that all participants can hear the interpreter, the Judicial Officer, the parties, counsel and court reporter. The court should make clear that if for any reason VRI is not facilitating effective communication, any participant can request that the matter be suspended and/or rescheduled. The decision to continue and/or reschedule the matter shall rest with the Judicial Officer.
 - a. The following individuals must hear the remote interpreter's voice clearly and have clear access to one or more microphones to ensure that the interpreter can hear all their voices clearly.
 - i. Judicial Officer
 - ii. Defendant/Respondent
 - iii. Plaintiff/Petitioner
 - iv. Counsel for all parties
 - v. Prosecutor
 - vi. Any other LEP participant

- b. All parties and the interpreter need to check microphone and camera clarity before beginning interpretation.
- c. Courts and interpreters should have technical support easily available.
- d. Clear and concise operating instructions should be posted with the VRI equipment.

Note: it is critical that prior to the start of a VRI event, all parties, Judicial Officers, court staff, and officers of the court, know how to allow for confidential conferencing when needed.

Section III

1. Checklist

The interpreter coordinator or courtroom clerk, Judicial Officer, and remote interpreter should go through a checklist to ensure everything is in place prior to starting the hearing. An example of a checklist is as follows:

- Set meeting using Outlook or similar software that can provide all participants with logon details for hearing.
- Position and adjust webcams, phones, and headsets to ensure clear picture and sound for all courtroom participants.
- Make sure equipment is operational.
- Initiate a test with the assigned remote interpreter.
- Have an action plan to assist if a confidential attorney-client communication is requested.
- Share the confidential communication action plan with the interpreter.
- Upon completion of the test of the equipment and readiness:
 - i. Stand by for the Judicial Officers to request interpretation or for the hearing to begin.
 - ii. Confirm visibility and audibility for the Judicial Officer of both the court user and the interpreter.
 - iii. Inform Judicial Officer immediately if any technical difficulties arise.
 - iv. Remain present throughout the hearing until the Judicial Officer releases the interpreter.
 - v. Assist as needed with requests for confidential communication.
- After the hearing:
 - i. End meeting, which will drop all participants automatically.
- Remote Interpreter Responsibilities:
 - i. Make sure equipment is turned on and operational before the scheduled test.
 - ii. Be ready to answer when the Court representative initiates the equipment test.
 - iii. Check that your location is suitable for VRI - such as adequate lighting, no distracting background noises or objects, etc.
 - iv. Adjust your equipment for clear picture and sound on all incoming and outgoing signals and devices.
 - v. Stand by for the Judicial Officer to request interpretation or call the hearing to order.
 - vi. Assist as needed to affirm visibility and audibility of the court user(s) and interpreter.
 - vii. Inform Judicial Officer immediately if there are any technical difficulties.
 - viii. Remain in place until released by the Judicial Officer.

ADDENDUM REGARDING JCC RECOMMENDED GUIDELINES

The JCC has adopted Recommended Guidelines and Minimum Specifications for VRI, dated May 21, 2021. The Region 2 Courts will implement the following based upon the JCC Guidelines:

REGARDING JCC GUIDELINES FOR USING VRI IN COURT PROCEEDINGS

1. Need to Interrupt or Clarify, and Suspend and Reschedule

When using VRI, the court should consult with the interpreter to determine how best to facilitate interruptions or clarifications that may be needed. The court should suspend and reschedule a matter if, for technology or other reasons, VRI is not facilitating effective communication, or if the interpreter finds the communications to be ineffective.

2. VRI and VRI Challenges

The court shall be mindful of the particular challenges involved in remote interpreting, including increased fatigue and stress. Events involving remote interpreting should have shorter sessions and more frequent breaks.

3. Participants Who Must Have Access

The remote interpreter's voice must be heard clearly throughout the courtroom, and the interpreter must be able to hear all participants.

4. Visual/Auditory Issues, Confidentiality, and Modes of Interpreting

VRI is generally preferred over other methods of remote interpreting that do not provide visual cues, such as telephonic interpreting. However, there will be situations where VRI is not possible or is not necessary. (See below for visual/auditory issues and requirements for confidentiality that must be considered and accounted for when implementing VRI.)

5. Documents and Other Information

The court shall ensure the availability of technology to communicate written information to the interpreter including a copy of exhibits being introduced, as well as information after a proceeding, such as an order, so the interpreter can provide sight translation to the Limited English Proficient (LEP) individual if needed.

6. Professional Standards and Ethics

The same rules for using qualified interpreters apply to assignments using VRI. It is the intent of the language access plan to expand the availability of certified and registered interpreters through the use of VRI. All interpreters performing VRI should be familiar with – and are bound by – the same professional standards and ethics as onsite court interpreters.¹

7. Data Collection

- a. Courts using VRI in the courtroom should monitor the effectiveness of their technology and equipment, and the satisfaction of participants.
- b. For purposes of supporting funding requests, courts should track the benefits and resource savings resulting from VRI on an ongoing basis (e.g., increased certified/registered interpreter availability to assist with additional events due to the use of VRI, and any cost savings).

¹ The requirements for provisionally qualifying an Interpreter can be found In Government Code section 68651(c) and California Rules of Court, Rule 2.893.

SUGGESTED LANGUAGE FOR THE JUDICIAL OFFICER WHEN CONSIDERING OBJECTIONS RELATED TO REMOTE INTERPRETING

We will have a court certified/registered _____ (insert language) interpreter help us with these proceedings.

The interpreter is at a remote location and will appear in court via video- (or audio-) conference. Please remember to speak slowly and clearly and not speak at the same time as each other.

Do parties and counsel have any objections to the interpreter participating by remote interpreting for today's proceedings?

[Judge rules on objections, if any, or assists in resolving concerns.]

If proceeding with VRI (or audio):

Parties and counsel had no objections to the use of remote interpreting, so the court will proceed with today's hearing.

[or]

Parties and counsel objected to the use of remote interpreting, but the court has overruled those objections, so the court will proceed with today's hearing.

If not proceeding with VRI (or audio):

Parties and counsel objected to the use of remote interpreting. The court will not continue with today's hearing at this time and will reset this matter for a qualified (insert language) language interpreter to be available in person.

Suggested Language to Include in the Minutes:

Interpreter (insert name) _____ is present by video remote conferencing (or audio) and sworn to interpret _____ (insert language) language for _____ (insert name) (if appropriate)

Sworn oath on file with the Superior Court of California, County of _____

Visual/Auditory Issues, Confidentiality, and Modes of Interpreting When Working Remotely

1. A clear view of the LEP court user is more important than a view of every speaker. Although cameras on all stakeholders may be beneficial, they may not be essential. A speakerphone is not recommended unless it accommodates the other requirements of these guidelines, including the ability to be part of a solution to allow for simultaneous interpreting when needed.
2. To ensure the opportunity for confidential attorney-client conferencing, the attorney should have available an individual handset, headset, or in-the-ear communication device to speak with and listen to the interpreter.
3. Interpreting in the courtroom regularly involves both simultaneous and consecutive modes of interpreting. This can be achieved in a variety of ways using existing and emerging technologies. In longer matters, failure to have a technical solution that can accommodate simultaneous interpreting will result in delays of court time and may cause frustration with remote interpreting. Courts should use a technical solution that will allow for simultaneous interpreting. However, there may be proceedings (for example, very short matters) in which consecutive interpreting is adequate to ensure language access.
4. Recognizing that courts may implement very different technical solutions for VRI, it is critical that prior to the start of an interpreted event all parties, judicial officers, court staff, and officers of the court (including attorneys and interpreters) know how to allow for confidential conferencing when needed.
5. All participants, including the LEP party and the interpreters, need to check microphone and/or camera clarity before beginning interpretation.
6. Both VRI interpreters and courts should have technical support readily available.
7. Clear, concise operating instructions should be posted with the VRI equipment.

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.

5. DISABILITY, DEATH AND OTHER BENEFIT CLAIMS:

- A. Service Connected Disability Retirement Application of Pius Bachan, Deputy Sheriff II for the County of Alameda: Consideration of Hearing Officer's Proposed Findings of Fact and Recommended Decision, pursuant to Gov't Code § 31534.**

This Item will be addressed in Closed Session, pursuant to Gov't Code § 54957(b).

NEW BUSINESS

- 7.A. Motion to select, and provide direction to, a Trustee to vote ACERA's Proxy on behalf of the Board of Retirement at the Council of Institutional Investors' (CII) Fall Conference Business Meeting.**



*Office of the Chief Executive Officer
Office of Administration*

DATE: September 15, 2022
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: Voting Proxy for the Council of Institutional Investors Conference

Per the latest revision to the *Board Operations Policy*, the Board may select an individual to vote on behalf of the Board at conferences for organizations of which ACERA is a member and votes are requested, and provide direction on how to vote. Beginning September 21, 2022, the Council of Institutional Investors (CII) will be conducting their Fall Conference, and there will be a vote on four (4) items. Those items are contained in the *CII U.S. Asset Owner Members' 2022 Fall Conference Proxy Form*, attached as Enclosure 1.

The options before the Board are threefold:

1. Do not designate a proxy. This means any attendees would not be able to vote on behalf of ACERA.
2. Designate a proxy, and give them authority to vote using their discretion. They would also be able to report out on how they voted at the October Board of Retirement Meeting. Currently, Trustee Levy is scheduled to attend the Conference.
3. Designate a proxy, and provide direction on how to vote for each of the items. The designee would then vote the Board's wishes at the meeting.

Staff Recommendation: Staff recommends option 2. If an attending Trustee is willing to vote on behalf of ACERA, we recommend providing general proxy voting authority, with a follow-up report in October.

Enclosure: 1) *CII U.S. Asset Owner Members' 2022 Fall Conference Proxy Form*
2) Business Meeting Materials

ENCLOSURE 1

CII U.S. Asset Owner Members' 2022 Fall Conference Proxy Date: _____

CII Member (Organization/Fund Name): _____

Member Representative: Print Name: _____

Business Meeting Action Items:

1. Policies Ballot Item 1: Approve bylaw amendment to enable electronic voting
See Appendix 1, page 4. _____ FOR _____ AGAINST _____ ABSTAIN

2. Policies Ballot Item 2: Approve bylaw amendment to delegate to the CII board the authority to set dues for all members
See Appendix 2, page 6. _____ FOR _____ AGAINST _____ ABSTAIN

3. Policies Ballot Item 2: Approve 2023 budget
See Appendix 3, page 9. _____ FOR _____ AGAINST _____ ABSTAIN

4. Policies Ballot Item 2: Approve update to Section 2.11 of CII Corporate Governance Policies on board size and service
See Appendix 4, page 15. _____ FOR _____ AGAINST _____ ABSTAIN

PLEASE NOTE: One vote per member organization. All ballots must be signed by a Membership representative. U.S. Asset Owner Members may change their votes at business meetings when they have previously submitted a proxy in advance of the meetings. A majority of U.S. Asset Owner Members must be represented in person or by ballot at Council meetings for the transaction of business. Ballot items require the affirmative vote of a majority of those voting. All ballots are confidential.

ENCLOSURE 2

U.S. ASSET OWNER MEMBERS' BUSINESS MEETING

Wednesday, Sept. 21, 2022

11:15 AM – 12:00 PM ET

In-person: Westin Copley Place Adams/Parliament/Baltic Rooms, 7th Floor

Business Meeting Booklet Publication Date: Aug 29, 2022

Business Meeting Agenda

Board Chair Report (Scott Zdrazil)

Staff Report (Amy Borrus)

Ballot Items

- **Ballot Item 1:** Approve bylaw amendment to enable electronic voting (Scott Zdrazil)
Appendix 1, page 4
- **Ballot Item 2:** Approve bylaw amendment to delegate to the CII board the authority to set dues for all members (Scott Zdrazil)
Appendix 2, page 6
- **Ballot Item 3:** Approve 2023 budget; financial report (Katy Hoffman)
Appendix 3, page 9
- **Ballot Item 4:** Approve update to Section 2.11 of CII Corporate Governance Policies on board size and service (Ron Baker)
Appendix 4, page 15

Policies Committee Report (Ron Baker)

Appendix 5, page 18

Shareholder Advocacy Committee Report (Max Dulberger/Renaye Manley)

Appendix 6, page 19

International Governance Committee Report (Glenn Davis)

Appendix 7, page 20

U.S. Asset Owners Advisory Council Report (Thomas Lee)

Appendix 8, page 21

Corporate Governance Advisory Council Report (Tracy Stewart)

Appendix 9, page 23

Markets Advisory Council Report (Jeff Mahoney)

Appendix 10, page 25

Constituency Reports

- Peggy Foran
- Aisha Mastagni
- Thomas McIntyre
- Glenn Davis (for Associate Members)

Comments from the Membership

Any member wishing to speak is invited to address the membership.

Planned CII Conferences

March 5-8, 2023: Washington, D.C., Mandarin Oriental
September 10-13, 2023: Long Beach, CA, The Westin Long Beach

March 4-6, 2024: Washington, D.C., Mandarin Oriental
September 9-11, 2024: Brooklyn, NY, New York Marriott at the Brooklyn Bridge

March 10-13, 2025: Washington, D.C., Mandarin Oriental
September 8-10, 2025: San Francisco, Westin San Francisco

APPENDIX 1

Ballot Item 1: Approve bylaw amendment to facilitate electronic voting

The board recommends minor revisions to the CII bylaws to reflect modernizing and more efficient membership voting via electronic transmission on ballot items presented at U.S. Asset Owners' business meetings. CII staff is considering purchasing software by which CII members could vote electronically in a manner that would (1) improve the ease by which CII members can submit their votes, (2) make the voting process more secure, (3) reduce the risk of human error in tabulating votes, and (4) save staff time in processing the votes. Member representatives could also continue to vote in person at business meetings. Proposed changes are in **red font** in relevant sections of the bylaws below:

ARTICLE 3 MEMBERSHIPS

A. Voting Members

- (iv) **Membership Rights.** Each U.S. Asset Owner's Membership Representative has the privilege of the floor at U.S. Asset Owner business meetings, is eligible for election to the Board of Directors, and may serve in other Council positions. Each U.S. Asset Owner has one vote at Council business meetings and one vote in Constituency meetings and each U.S. Asset Owner is responsible for resolving any potential conflicts that might arise if more than one Membership Representative casts votes on behalf of the U.S. Asset Owner. Each U.S. Asset Owner may send its Membership Representatives and other employees, directors and trustees to Council conferences and to Council business meetings. Each U.S. Asset Owner Member may participate by proxy on all items submitted for consideration in advance of the Council's regular business meetings or special meetings. Proxies must be **submitted by a Membership Representative and received by the Council by mail or electronic transmission within the time period specified in the proxy solicitation for the receipt of the proxy to be counted at the** scheduled regular business meeting or special meeting. U.S. Asset Owners may change their votes at U.S. Asset Owners' business meetings when they have previously submitted a proxy in advance of the meetings. A Membership Representative may not vote for, or submit the proxy of, another U.S. Asset Owner.

And:

ARTICLE 4 MEMBER MEETINGS

- D. Action by Written Ballot** Any action that may be taken at a Council business meeting may be taken without a meeting, without prior notice, if the action is submitted to U.S. Asset Owners by mail **or electronic transmission, ~~facsimile or email~~** with a sufficient explanation. The Board of Directors must approve the taking of action by written ballot. U.S. Asset Owners must be given not less than ten (10) business days to respond. All votes are confidential.

And:

ARTICLE 10 AMENDMENTS

These Bylaws may be altered, amended, supplemented or repealed by a two-thirds vote of the U.S. Asset Owners voting **in person or by proxy** at a Council regular business meeting or special meeting or voting in action by written ballot, provided quorum requirements are satisfied.

APPENDIX 2

Approve bylaw amendment to delegate to the board of directors authority to set dues for voting and non-voting members

The CII board recommends member approval of a bylaw amendment to grant the board authority to set dues for voting and nonvoting members. The proposed changes to put that in place are reflected in wording changes to Articles 3, 4 and 5 of the bylaws as indicated below in **red font** (proposed changes also include minor grammatical edits):

ARTICLE 5 BOARD OF DIRECTORS

E. Rights and Responsibilities

- (i) The full Board of Directors is responsible for the oversight of the operations of the Council. The Board may approve changes to the budget and recommend for membership approval any changes or amendments to the budget exceeding (ten) 10 percent of total annual expenditures. The Board approves the agenda for Council business meetings and reviews materials for Council business meetings before they are provided to U.S. Asset Owners. The Board will periodically propose strategic goals (based on input from member surveys) to the U.S. Asset Owners for review and adoption. The Board will develop a plan to implement the approved goals. Board members will act as liaisons to their respective Constituencies and make sure their views are heard in board discussions. The Board may establish and select the members for Council standing or ad hoc committees. The Board will approve minutes of Council U.S. Asset Owners business meetings. The Board is responsible for the hiring, annual evaluation, compensation and termination of the Executive Director. The Board may delegate this function to the officers if it chooses. **The board is responsible for setting dues for U.S. Asset Owners and Associate Members.**

And:

ARTICLE 3 MEMBERSHIPS

B. Nonvoting Members

- (i) **Associate Members.** Any individual, incorporated entity, educational institution, association or other group interested in the work of the Council may become a non-voting Associate Member upon payment of an annual fee established by the ~~voting Membership Board of Directors. The U.S.~~

~~Asset Owners delegate to the Board of Directors responsibility for setting Associate Member annual fees.~~ Associate Members participate on a calendar year basis. The Board may renew or decline an Associate's membership application if it would be in the Council's interest to do so. Associate Members may attend Council conferences and other educational forums by invitation of the U.S. Asset Ownership. Associate Members also receive Council newsletters.

And:

ARTICLE 4 MEMBER MEETINGS

- B. General Powers** ~~The~~ U.S. Asset Owners maintains ultimate authority for the affairs of the Council. The U.S. Asset Owners reserves ~~to themselves itself~~ (i) the power to amend the Bylaws, (ii) the power to dissolve the organization, (iii) the right to approve the Council's annual budget and any changes or amendments to the budget exceeding ten (10) percent of total annual expenditures, (iv) the right to approve Council policies, and (v) the right ~~to set membership dues and~~ to change members' voting rights. The U.S. Asset Owners, through ~~its~~ their Constituencies, elects the Board of Directors.

Discussion

CII's bylaws give U.S. Asset Owners the right to set their own dues. In 2017, U.S. Asset Owners (then known as General Members) voted to give the CII board authority to adjust dues for inflation for members that pay at the ceiling rates only (currently \$30,000 for members that pay dues bundled with conference attendance and \$24,000 for unbundled members that pay separately to attend CII conferences). And in 2018, U.S. Asset Owners approved a bylaw amendment granting the board authority to set dues for Associate Members only.

The board believes it needs delegated authority to determine dues for *all* members for the following reasons:

- Uniformity in the board's delegated authority would enable the board to ensure that dues for all members are set consistently and fairly. Currently, the board has authority to set dues for non-voting members but not voting members, and to adjust dues for inflation for some members but not all.

- Vesting the board with the responsibility for determining dues aligns with the practice of peer organizations to which many members belong. The National Association of State Retirement Administrators (NASRA), the National Council on Teacher Retirement (NCTR), the National Conference on Public Employee Retirement Systems (NCPERS), the International Corporate Governance Network (ICGN) and the Society for Corporate Governance all delegate authority to set member dues to either staff alone or staff and the board.
- The CII board's representative structure ensures the board has avenues for input on dues, as on other matters, from CII's key constituencies.
- CII could respond more nimbly to the need to adjust dues in volatile market conditions. CII currently faces a challenging market environment: The sharp upswing in financial market prices in recent years has boosted member assets under management (AUM), the member-approved yardstick for calculating dues.
- The board is well-positioned to simplify CII's dues structure going forward, in a timely manner. Some members have raised the concern that pegging dues to AUM leads to fluctuations that make it difficult for them to factor CII membership into their own budget planning processes. A streamlined structure that is easier to explain would also enhance membership recruitment efforts.

APPENDIX 3
Proposed budget for 2023 and financial report

The table below shows projected 2022 results against the 2022 budget and staff's proposed budget for 2023. It excludes revenue and expenses for the CII Research and Education Fund (CII-REF), a CII subsidiary. CII-REF's budget is not subject to approval by CII members.

	2022 Budget	2022 projection as of Aug. 18, 2022	2022 projection as % of budget	2023 Budget Proposed
INCOME				
Membership Dues				
Renewing Members (all)	\$ 2,917,675	\$ 2,909,087	100%	\$ 3,051,262
<i>Renewing U.S. Asset Owner (Voting) Members</i>	\$ 1,793,350	\$ 1,779,462	99%	\$ 1,818,289
<i>Renewing Associate Members</i>	\$ 1,124,325	\$ 1,129,625	100%	\$ 1,232,973
New Members (all categories)	\$ 125,000	\$ 213,377	171%	\$ 207,000
<i>New U.S. Asset Owner (Voting) Members</i>	\$ 40,000	\$ 80,490	201%	\$ 83,000
<i>New Associate Members</i>	\$ 85,000	\$ 132,887	156%	\$ 124,000
Total Membership Dues	\$ 3,042,675	\$ 3,122,464	103%	\$ 3,258,262
Other Income				
Interest and dividend income	\$ 55,000	\$ 70,000	100%	\$ 70,000
Conference sponsorship/fees/etc.	\$ 605,450	\$ 735,000	121%	\$ 697,000
<i>Sponsorships</i>	\$ 188,000	\$ 250,000	132%	\$ 249,000
<i>Member-hosted meeting fees</i>	\$ 30,000	\$ 45,000	150%	\$ 48,000
<i>Attendance fees</i>	\$ 387,450	\$ 440,000	114%	\$ 400,000
CG Bootcamp	\$ 95,000	\$ 66,000	64%	\$ 66,000
Contributions		\$ 1,000		
Misc				
Total Other Income	\$ 755,450	\$ 872,000	112%	\$ 833,000
Total Income Before Unrealized G/L	\$ 3,798,125	\$ 3,994,464	103%	\$ 4,091,262

	2022 Budget	2022 projection as of July 11, 2022	2022 projection as % of budget	2023 Budget Proposed
OPERATING EXPENSES				
Conference/Meetings	\$ 710,000	\$ 826,000	116%	\$ 805,000
Communication	\$ 60,000	\$ 45,000	75%	\$ 25,000
CG Bootcamp	\$ 50,000	\$ 60,000	102%	\$ 60,000
Depreciation	\$ 22,000	\$ 25,000	100%	\$ 28,000
Dues and Subscriptions	\$ 90,000	\$ 90,000	100%	\$ 85,000
Financial Fees	\$ 40,000	\$ 50,000	125%	\$ 50,000
Insurance/Life/Health	\$ 304,723	\$ 335,000	110%	\$ 355,100
Legal Fees	\$ 70,000	\$ 40,000	57%	\$ 70,000
Maintenance	\$ 2,500	\$ 1,600	64%	\$ 2,500
Marketing	\$ 20,000	\$ 10,000	50%	\$ 10,000
Meals and Entertainment	\$ 10,000	\$ 6,000	60%	\$ 10,000
Office Equipment and Furniture	\$ 8,000	\$ 20,000	250%	\$ 12,000
Office Supplies	\$ 11,000	\$ 6,000	55%	\$ 8,000
Postage and Delivery	\$ 2,000	\$ 1,000	50%	\$ 1,000
Professional services	\$ 130,000	\$ 110,000	85%	\$ 117,000
Rent	\$ 169,781	\$ 174,000	102%	\$ 176,000
Retirement plan	\$ 653,338	\$ 554,230	85%	\$ 515,000
Salaries/Payroll Taxes	\$ 1,889,125	\$ 1,887,000	98%	\$ 1,998,500
Travel	\$ 40,000	\$ 28,000	70%	\$ 40,000
Total Operating Expenses	\$ 4,282,467	\$ 4,268,830	100%	\$ 4,368,100
Operating Gain/Loss (Before Investments, Pension Plan Changes, Special Items)	\$ (484,342)	\$ (274,366)	57%	\$ (276,838)

2022 Projection

Staff projects an operating loss of almost \$275,00, nearly 60% of the budgeted loss of \$484,342.

Total revenues are projected to be 103% of budget at \$3,994,464, buoyed by robust membership dues and conference income. Membership renewal revenues are on track to end the year on budget, while new-member dues revenues are expected to be 171% of the budgeted amount. Conference revenues are projected to total \$735,000, which is 121% of budget. Sponsorship, attendance fees and member-hosted meeting fees for the

spring conference were all higher than anticipated and staff expects similar, if slightly lower (due to employer travel curbs), totals for the fall conference.

Expenses are expected to be marginally under budget overall at \$4,268,830. Payroll, our largest expense, is projected to be on or just under budget at \$1.887 million. Three staffers departed this year, but new hires and promotions for some long-time staffers offset savings from periods of vacancies.

Many expense categories are running below budget, largely because of the pandemic. But a few, especially larger expense items, are projected to end the year above budget. These include conference/meetings expense, at 116% of the budgeted amount, in large part because of the high audio-visual costs of hosting a hybrid conference in the spring. Insurance expense also rose, particularly for medical coverage.

Staff expects a break on retirement expense, though. This has been one of the largest and fastest-growing expense categories in recent years. Preliminary data from Principal, our staff pension plan administrator, indicating contributions to the plan (under the funding plan the board approved in 2015) will decline 12%, largely because of the higher discount rate (note: We have not yet received final numbers). Total projected retirement expense is \$554,230, about \$100,000 below the budgeted amount.

CII has ample reserves to withstand an operating loss. As of Dec. 31, 2021, CII had a board-designated reserve of \$3,877,634. Total financial assets then available to use for general expenditures within one year stood at \$8,346,990. For CII's consolidated balance sheet as of Dec. 31, 2021, see our audited financial statements for 2021 [here](#).

The unaudited CII balance sheet for July 31, 2022 appears on the next page.

Balance Sheet in U.S. \$ as of July 31, 2022 (unaudited)

ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Bank Accounts	\$ 2,570,599	Current Liabilities	
Accounts Receivable	\$ 6,370	Total Accounts Payable	\$ 3,503
		Total Credit Cards	\$ 15,365
Other Current Assets			
Equity Funds	\$ 1,376,692	Other Current Liabilities	
Treasury Bills	\$ 1,724,844	Accrued Pension Liability	\$ 225,817
Bond Funds	\$ 759,145	Accrued Vacation	\$ 134,370
Interest Receivable	\$ 4,125	Deferred Leasehold Improvement	\$ 2,009
Prepaid Expense	\$ 51,740	Deferred Rent	\$ 29,041
Escrow Funds	\$ 12,876	Deferred Revenue	\$ 178,105
Total Other Current Assets	\$ 3,929,420	Total Other Current Liabilities	\$ 569,341
Total Current Assets	\$ 6,506,389	Total Current Liabilities	\$ 588,209
		Total Liabilities	\$ 588,209
Fixed Assets			
Accumulated Depreciation	\$ (169,037)	Equity	
Furniture & Equipment	\$ 197,753	Board Designated for Reserve	\$ 3,877,634
Leasehold Improvements	\$ 9,925	Unrestricted Net Assets-General	\$ 1,682,106
Total Fixed Assets	\$ 38,641	Net Income	\$ 889,258
		Total Equity	\$ 6,448,998
Other Assets			
Total CDs	\$ 492,176		
Total Other Assets	\$ 492,176		
TOTAL ASSETS	\$ 7,037,206	TOTAL LIABILITIES & EQUITY	\$ 7,037,206

Discussion of the proposed 2023 budget is on the next page.

2023 Proposed budget

The proposed budget for 2023 anticipates an operating loss of just under \$277,000, based on total revenues of approximately \$4,100,000 and total expenses of about \$4,368,000. It assumes CII will host two in-person conferences. A new, vaccine-resistant Covid-19 variant could upend that, but at this time that does not seem likely.

On the revenue side, membership renewals typically generate 75%-80% of total revenues. The proposed budget assumes \$3.05 million in renewal revenues, based on: 1) a 4% increase in dues for U.S. Asset Owners and a 7% increase in dues for Associate Members. The board understands that any increase in dues may be problematic for some members. But the board and staff believe the modest increase is appropriate for the following reasons:

- CII's costs have been rising steadily, in part due to inflation, but also because of expanding services for members. Over the past eight years, CII has added: three advisory councils, the Proxy Voting Group, the Engagement Exchange, podcasts, trustee events, Corporate Governance Bootcamp and sponsorship.
- Most members have not had an increase in dues in years, even decades. CII *lowered* dues for many members in 2018, after members approved the current dues structure.
- 4% is less than half of the Consumer Price Index for All Urban Consumers (the CPI-U was 8.5% in July).
- Other organizations that many members belong to have raised dues: For example, the National Conference on Teacher Retirement (NCTR) raised dues 3% for 2022, while the National Conference on Public Employee Retirement Systems (NCPERS) raised dues 4% for 2022. Both organizations and the National Association of State Retirement Administrators (NASRA) have told us they will decide on 2023 dues this fall.

On the expense side, conference expenses are budgeted slightly lower, at \$805,000, mainly because CII will forgo the high audio-visual expense of hosting a hybrid (in-person and interactive virtual) conference that we incurred for the 2022 spring conference. New hires, promotions and raises for CII staffers whose 2022 compensation has not kept pace with inflation will increase payroll expense overall by about 6%. Due to the pandemic, several staffers did not get a raise in 2021 and raises for 2022 were modest, except for a few linked to promotions.

Below is a summary of the assumptions underlying the proposed 2023 budget:

	Assumptions for 2023 Proposed Budget
INCOME	
Membership Dues	
Renewing Members (all)	
<i>Renewing U.S. Asset Owner (Voting) Members</i>	4% increase over 2022, 94% renewal of expected amount invoiced (differs from budget)
<i>Renewing Associate Members</i>	7% increase over 2022, 92% renewal of expected amount invoiced (differs from budget)
New Members (all categories)	based on 5-year average & 50% of \$400,000 total prospect pipeline
Other Income	
Interest and dividend income	previous two years were at \$80,000
Conference sponsorship/fees/etc.	
<i>Sponsorships</i>	based on 2022 w/5% increase in pricing
<i>Member-hosted meeting fees</i>	9 per conference; 10% fee increase (\$3,850-AMs, \$1,100-USAOs)
<i>Attendance fees</i>	similar to expected for 2022 but 10% less due to travel cutbacks by member organizations
CG Bootcamp	assumes same as expected for 2022: 35 total in-person@ early bird rate
OPERATING EXPENSES	
Conference/Meetings	\$390,000 each spring & fall conferences--in-person, AV-\$90K, prof services-38K; \$25K for 2 in-person board mtgs
CG Bootcamp	Fall event in NYC, in-person: \$25K ICGF membership; \$12K faculty, \$10K staff travel, \$10K Food & Beverage, \$3K misc.
Depreciation	similar to expected for 2022; includes moving network to the cloud
Dues and Subscriptions	similar to 2022
Insurance/Life/Health	6% increase overall, most due to higher health premiums
Legal Fees	Potential for amicus briefs
Retirement Plan	We typically receive a report in late July or August from our pension plan provider, Principal, which will provide the basis for calculating this under a board-approved formula. We expect a decrease due to the rise in the discount rate. But we do not have good information on this, so this is a guesstimate.
Salaries/Payroll Taxes	Assumes 10 FTE, \$50K for possible freelance marketer. CII-REF covering \$35K. Significant raises for staff whose 2022 compensation did not keep pace with inflation.

APPENDIX 4

Approve update to Section 2.11 of CII's Corporate Governance Policies concerning board service

The board recommends approval of the proposed update shown below, which the Policies Committee adopted on August 2, 2022, and the board approved on August 3, 2022. The committee's review included an all-CII member comment period.

Proposed revised wording in red font below:

2.11 Board Size and Service: Absent compelling, unusual circumstances, a board should have no fewer than five and no more than 15 members (not too small to maintain the needed expertise and independence, and not too large to function efficiently). Shareowners should be allowed to vote on any major change in board size.

Boards are well positioned to evaluate the unique needs of their companies and evaluate each director's aggregate time commitments. Nominating committees should establish and disclose their director service policies to investors. Companies should establish and publish guidelines specifying on how many other boards their directors may serve. Absent unusual, specified circumstances, CII recommends limiting for-profit, corporate board service as follows: Directors who are employed full-time by a for-profit corporation should serve on no more than two total for-profit boards. All other directors should serve on no more than four total for-profit boards. Companies should disclose all board members' for-profit, corporate directorships.
~~, directors with full-time jobs should not serve on more than two other boards. Currently serving CEOs should not serve as a director of more than one other company, and then only if the CEO's own company is in the top half of its peer group. No other director should serve on more than five for-profit company boards.~~

Background & Intent

Over time, estimates of the number of hours of board work per member at U.S. public companies have increased to more than 260 hours annually, and duties are acknowledged by board members and investors alike to have become more complex. We are proposing changes to the director service policy because 1) the commitment of time and resources required by corporate boards is very different today relative to when CII members approved this policy originally, and 2) the Covid-19 pandemic raised investor awareness that systemic challenges can force boards broadly into simultaneous "crisis modes" that put special stress on directors serving on multiple boards.

We surveyed the policies of CII members and found many members have continued to refine their policies to limit outside or overall board memberships for various types of professionals. As noted in a 2021 report by Spencer Stuart, companies have also further limited their board service policies. New practices at many CII member organizations have set limits on directorships based on the employment status of directors and extended more stringent restrictions for CEOs to other NEOs. Most members do not cite performance criteria in their board service policies, and most are written to apply to directors of publicly traded companies. CII has received proactive feedback from members requesting that the Council update its policy as well.

Current CII policies state that directors with “full-time jobs” should serve on no more than three total boards; the maximum otherwise for any director is five “for-profit” boards; and CEOs should serve on no more than one “other” company board, assuming they serve on their own board, and with a top-half peer group performance condition (though no performance measure is specified). Current CII policy on board service does not distinguish between public and private board membership.

Many members have adopted a 2-4 model of board service policy, whereby CEOs/NEOs are limited to two total board seats, and all other directors are allowed a maximum of four. These levels seek to align existing professional commitments of varying degree with maximum levels of board service. This amendment seeks to update CII policy to account for employment and commitment factors.

The SEC requires publicly traded companies to disclose their board members' current public company board memberships and any public company board memberships from the past five years. Disclosure of private company board seats is optional. This amendment to CII policy seeks to retain a long-standing focus on “for-profit” board service, but adds disclosure of this information so that shareowners have a clearer picture of the overall obligations and commitments of directors to public and private companies. Board service at for-profit, private companies can have similar demands on a director's time and be equally complex, making disclosure of this service relevant to investors evaluating a director's existing commitments.

Comments received from members during the solicitation period indicated that some investors are interested in nominating committees' oversight of board member commitment levels. Company boards and, in particular, nominating and governance committees, are well-placed to understand individual commitment levels and capacities in coordination with the needs of the company. Still, most CII commenters agreed that it was reasonable to continue to espouse numerical limits that should be in effect for maximum board service in all but rare cases. The rare-case exception is preserved in the policy

amendment and retains the expectation that the factors behind exceptions be articulated to investors.

APPENDIX 5 Policies Committee Report

The Policies Committee, comprised of the non-officer members of CII's board, reviews and recommends updates to CII's official positions on corporate governance and other matters of importance to institutional investors. These positions serve as a foundation for CII's advocacy work with policymakers and market participants. Colorado Public Employees Retirement Association Executive Director Ron Baker serves as the current chair of the committee.

At the 2022 Fall conference, U.S. Asset Owner members will vote on a proposed revision to CII's corporate governance policies concerning board service, in Section 2.11, Board Size and Service.

Since March, the committee has discussed the evolving market expectations of for-profit corporate board service, reviewed CII's statement on Best Disclosure Practices for Institutional Investors, considered transparency of compensation plan recipients, discussed proxy disclosure of the identity of proponents of shareowner resolutions, and further discussed the transparency of large private companies, particularly those with securities that actively trade on secondary markets, in light of expected SEC proposed rulemaking. The discussion of board service led to the amendment offered for membership approval at this meeting. The topic of private company transparency will be revisited in 2023 as legal and regulatory developments continue to unfold.

The committee welcomes U.S. Asset Owner members' input on topics that are important to them, whether through participation in comment periods, involvement in the U.S. Asset Owners Advisory Council, or informal outreach to the chair, the committee as a whole and/or CII staff.

APPENDIX 6 Shareholder Advocacy Committee Report

The Shareholder Advocacy Committee is a conduit for members to discuss and recommend activities that promote effective corporate governance, increase participation in the advocacy of corporate governance and enhance the value of CII membership. The committee fosters member dialogue through in-person and electronic meetings and email communication.

In the past several months, the committee hosted:

- A July 11, 2022, proxy season wrap-up webinar during which 15 CII members shared their accomplishments on topics ranging from civil rights audits to lobbying disclosure, and revealed their plans for the 2023 season.
- A March 9, 2022, plenary session during CII's spring conference featuring Josh Zinner, CEO of the Interfaith Center on Corporate Responsibility, discussing key initiatives of faith-based investors with Louis Malizia, former assistant director of capital strategies for the International Brotherhood of Teamsters. At the popular lightning round that followed the plenary, 12 CII members shared their 2022 proxy season initiatives.
- A January 12, 2022 proxy season preview webinar during which eight CII members discussed their plans for the 2022 proxy season, covering topics ranging from disclosure of Scope 3 emissions to Covid-19 vaccine availability. More than 150 CII members participated virtually.

At the committee's September 23 plenary session during the fall conference, Lisa Beauvilain from Impax Asset Management, Max Dulberger from the Office of the Illinois State Treasurer, Michael Garland from the Office of the New York City Comptroller and Lakshmi Naaraayanan of the London Business School, will examine research indicating that corporate engagement is an effective means for long-term shareholder to address climate change-related risks. The panel will discuss these findings, as well as other strategies deployed to address the risks of climate change, including policy advocacy, proxy voting, screening and divestment.

APPENDIX 7 International Governance Committee Report

The International Governance Committee supports efforts to expand CII's geographic scope by educating members and coordinating globally on non-U.S. corporate governance issues. The committee brings CII members global perspectives on areas such as investor-company engagement, shareholder rights, governance codes, exchange listing standards, executive compensation and other market-specific dynamics. Michael Herskovich, global head of stewardship at BNP Paribas Asset Management, chairs the committee.

The committee's fall plenary session will explore investment and governance trends in emerging markets. Speakers include Brian Christiansen, senior portfolio manager and director of stewardship at Sands Capital; Julia Hermann, multi-asset portfolio strategist at New York Life Investments; and Teresa Barger, co-founder and CEO of Cartica.

The committee's spring plenary session focused on a broad range of international issues. David Sheasby, head of stewardship and ESG at Martin Currie, discussed European sustainability regulation and takeaways for investors in different markets. Catherine McCall, executive director of the Canadian Coalition for Good Governance, discussed dual-class shares in Canada and related developments at Rogers. Amit Tandon, SEBI research analyst at IIAS Advisory, discussed Indian market updates, including rising shareholder activism.

Recent international developments followed by the committee and covered in CII's *Alert* newsletter include: Disclosure proposals at the International Sustainability Standards Board; developments in the U.K. to overhaul audit oversight and limit the use of unequal voting structures in a single segment regime on the London Stock Exchange; regulatory pressure for greater transparency of investor risks related to global conflicts; and divergent approaches among developed markets on ways to ensure board gender diversity.

The committee thanks Lucy Nusbaum, former CII senior research analyst, who served as staff liaison until her departure from CII in June. Research Director Tracy Stewart is the committee's current staff liaison, supported by Emmanuel Tamrat, CII's new research analyst.

APPENDIX 8

U.S. Asset Owners Advisory Council Report

The U.S. Asset Owners Advisory Council advises the CII board and staff on issues, trends, proposed policy development, topics and speakers for CII events and membership benefits and services. CII's board of directors appoints up to 20 members, with a mix of representation from the following constituencies:

- Corporate Fund Asset Owner Members
- Labor Fund Asset Owner Members
- Public Fund Asset Owner Members
- Other Asset Owner Members

Members are appointed for one-year terms, generally in the spring, with a limit of three consecutive one-year terms.

At the advisory council's March 3 meeting, guest speaker Keir Gumbs, chief legal officer, Broadridge Financial Solutions, briefed members on the process by which investors would be able to confirm their proxy votes were (or were not) counted fully and accurately at 2022 shareholder meetings. The process was the product of a working group of proxy service providers and other intermediaries that is co-chaired by Darla Stuckey, president of the Society for Corporate Governance, and CII Executive Director Amy Borrus.

Also at the March 3 meeting, advisory council members Tom Robinson, State of Wisconsin Investment Board, and Gianna McCarthy, New York State Common Retirement Fund, discussed their engagement priorities for the 2022 proxy season. Amy Borrus summarized CII's advocacy priorities for the year.

In April, the CII board appointed advisory council members for 2022-2023. The board then also appointed Thomas Lee, executive director and CIO, New York State Teachers' Retirement System, as chair. When the CII board met in August, it appointed one more member to the advisory council, Edgar Hernandez, assistant director, Service Employees International Union.

At its first meeting, in June, the new U.S. Asset Owners Advisory Council heard from Courteney Keating, senior director, environmental, social & governance research at Glass Lewis, about proxy season trends. After, another guest speaker, Christopher Cafiero, executive director at JPMorgan, discussed the SEC's proposed ESG disclosure rules. Ms. Borrus summarized CII's comment letter on the SEC's proposed climate disclosure rules and the Index Act, a bill introduced by 18 Republican senators that would curb proxy voting by the largest asset managers and their index funds. She also provided an

overview of topics and speakers for CII's fall conference in Boston. Lastly, Tracy Stewart, CII's director of research, briefed advisory council members on the Policies Committee's proposed update to CII policy on board size and service limits for corporate directors.

The members of the U.S. Asset Owners Advisory Council are:

Public Funds

Tracy Harris, District of Columbia Retirement Board

Thomas Lee, New York State Teachers' Retirement System, (chair)

Gianna McCarthy, New York State Common Retirement System

John Mule, Minnesota State Board of Investment

Andrew Palmer, Maryland State Retirement and Pension System

Leola Ross, Seattle City Employees' Retirement System

Jeffrey Warshauer, State of New Jersey Division of Investment

Corporate Funds

Joseph Bolling, Equifax

Kevin Coleman, Huntington Bancshares

Labor Funds

Jennifer Dodenhoff, International Brotherhood of Electrical Workers

Jeffrey Dokho, UAW Staff Retirement Income Plan

Edgar Hernandez, Service Employees International Union Pension Fund

Jim Kane, National Education Association

Brandon Rees, AFL-CIO

Other U.S. Asset Owner Member Funds

Laura Campos, Nathan Cummings Foundation

Chloe Moss, Casey Family Programs

Wendy Pulling, University of California Office of the CIO

Amy Borrus and CII Executive Assistant Allie Kunc support the work of the U.S. Asset Owners Advisory Council.

APPENDIX 9 Corporate Governance Advisory Council Report

CII's Corporate Governance Advisory Council (CGAC) provides insight and advice to the CII board and staff on key developments in corporate governance and CII activities that promote effective corporate governance. The council also advises on ways to enhance the value of CII membership.

All of the members of the Corporate Governance Advisory Council are representatives of non-U.S. asset owner Associate Members or asset manager Associate Members.

In January, the CII board appointed members of the Corporate Governance Advisory Council for 2022, and named Drew Hambly, executive director of corporate governance at Morgan Stanley Investment Management, as chair (see roster of members below). Tracy Stewart, CII's director of research, is the staff liaison to the advisory council. At the U.S. Asset Owners Members' Business Meeting, she will report on the CGAC's September 12 meeting.

At its June meeting, the CGAC met virtually to discuss topics including recent ESG fund marketing and regulatory developments in the EU; member proxy voting issues and season updates; recent CII comments to the SEC on Rule 13D, climate disclosure and cybersecurity proposals; expected proposed rulemaking from the SEC on private company disclosures; China's rules on foreign fund managers incorporating Communist Party representatives; and proposed amendments to CII's corporate governance policies on board service limits.

At its August meeting, the CGAC met virtually to discuss topics including two recent SEC proposals on ESG fund marketing, a rulemaking petition recently filed at the SEC concerning human capital management and disclosures of workforce investment, and end-to-end vote confirmation processes.

The members of the Corporate Governance Advisory Council for 2022 are:

Drew Hambly, Morgan Stanley Investment Management (chair)

Lisa Beauvilain, Impax Asset management
Benjamin Colton, State Street Global Advisors
Sara Donaldson, Voya
Kristin Drake, Dimensional Fund Advisors
John Galloway, Vanguard
Kellie Huennekens, Capital Group

Adam Kanzer, BNP Paribas Asset Management
Gwen LeBerre, Parametric
Diana Lee, AllianceBernstein
Brittini Levinson, ValueAct
Caitlin McSherry, Neuberger Berman
Peter Reali, Nuveen
John Roe, BlackRock
Britt Sahi, Charles Schwab
Brian Schorr, Trian Partners
David Shammai, Allianz
Andrew Shapiro, Lawndale Capital Management
Miekela Singh, Ontario Teachers' Pension Plan Board
Jen Sisson, Goldman Sachs Asset Management
Geoffrey Sorbello, Elliott Management Corporation
Rosa van den Beemt, BMO Global Asset Management
Jake Walko, Thornburg Investment Management
Ted White, Legion Partners Asset Management

APPENDIX 10 Markets Advisory Council Report

CII's Markets Advisory Council (MAC) provides insight and advice to the CII board and staff on legal, financial reporting and investment market trends, topics and potential speakers for CII meetings and webinars/podcasts. It also recommends current and future CII activities that promote CII's mission and enhance the value of CII membership.

In January, the CII board appointed members of the Markets Advisory Council for 2022, and appointed Stephen Deane, senior director, capital markets policy for the Americas, at CFA Institute, as chair (see roster below). Jeff Mahoney and Allie Kunc are CII staff liaisons to the MAC. At the U.S. Asset Owner Members' business meeting, staff will report on the MAC's September 13 meeting.

The MAC has met twice since the Spring U.S. Asset Owner Members' business meeting. At the MAC meeting in May, we had presenters lead discussions on two topics. First, Professor Elisabeth de Fontenay of Duke University School of Law led a discussion on what the SEC can or should do to address issues relating to the regulatory divide between the public and private financial markets. Second, MAC member Harlan Tufford, vice president of MSCI Research, led a discussion on the topic of governance and war. Of note, the level of interest in Professor Fontenay's MAC presentation led CII staff to invite her to discuss the public/private divide in a breakout session at the fall conference, joined by former SEC Commissioner Elad Roisman.

At the MAC meeting in July, guest speakers led a discussion of two SEC proposed rules issued in May: (1) Investment Company Names; and (2) Environmental, Social, and Governance Disclosures for Investment Advisors and Investment Companies. The presenters were Mara Shreck, managing director, head of regulatory affairs, J.P. Morgan Asset & Wealth Management, and Chris Fidler, senior director on the codes & standards team at CFA Institute. Those presentations and related discussions were critical to informing CII staff on its decision whether to devote resources to submitting comment letters in response to the proposals (ultimately, staff decided not to comment).

MAC members for 2022 are:

Stephen Deane, CFA Institute (chair)

Frederick Alexander, The Shareholder Commons

Claudia Allen, KPMG

Nathan Bear, Robbins Geller Rudman & Dowd

Maureen Bujno, Deloitte & Touche

Sydney Carlock, Teneo Holdings
Darren Check, Kessler Topaz Meltzer & Check, LLP
Susan Choe, Morrow Sodali
Matt DiGuseppe, PwC
Adam Foulke, ISAF Management Company
Fred Fox, Kaplan Fox & Kilsheimer
Bruce Goldfarb, Okapi Partners LLC
Keir Gumbs, Broadridge
Tom Jenkins, FTSE Russell
Jim Kroll, Aon
Sheila Lewis, Segal Marco Advisors
Rob Main, Sustainable Governance Partners
Bob McCormick, PJTCamberView
Michael McCreesh, Battea Class Action Services
Fassil Michael, ISS
Hannah Orowitz, Georgeson
John Ramsay, IEX Group
Sherri Rossoff, RockCreek
Delilah Rothenberg, Predistribution Initiative
Eric Shostal, Glass Lewis & Co.
Jamie Smith, EY
Harlan Tufford, MSCI, Inc.
Gabby Wolf, Innisfree

NEW BUSINESS

7.B. Chief Executive Officer's Report.



*Office of the Chief Executive Officer
Office of Administration*

DATE: September 15, 2022
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: **Chief Executive Officer's Report**

Senior Manager Recruitment

We conducted interviews for the Assistant CEO for Benefits position. There were several top candidates interviewed and the process is nearing completion.

Committee/Board Action Items

ASSIGNED FOLLOW-UP ITEMS

Follow-Up Board Item	Assigned Senior Leader	Estimated Completion Date	Completion Date	Notes
Develop ACERA Re-Opening Plan.	Dave Nelsen	April 2022	On-going	The general guidelines of the Plan have been developed and implemented. We are responding to changes as necessary based on new information.
Board Strategic Planning	Dave Nelsen	Summer and Fall 2022		Beginning in May we will begin a Strategic Planning process with the Board.

Conference/Event Schedule

I will attend the CALAPRS Administrator's Institute from Wednesday, Sep 28th to Friday, Sep 30th.

Other Items

COVID-19 Responses

We continue to move forward with our re-opening plan. We have opened for appointments and walk-ins on Tuesday and Thursday. On the 19th, we will open for appointments and walk-ins on Wednesday, as well. If everything progresses and we see no new rise in COVID threats, the plan is to be open to the public Monday through Friday for regular hours in October. At this time, masks and social distancing are still required in County Offices for employees and the public. Our customers are continuing to use alternative means of service, and feedback has been generally positive that their service needs continue to be met. We will continue to monitor the information available and consult with the County regarding plans to phase in our re-opening.

As I have mentioned previously, our Post-COVID Staffing Plan for the organization will include remote work as a team member's work requirements allow. We are not planning to mandate a set number of days in the Office for all team members, such as Monday, Wednesday and Friday. Alternatively, we will allow eligible team members to work from home to the extent their work allows, based upon classification and acceptable performance. Some will need to be on-site more or less than others. While this may create greater challenges in building effective teams, I believe the benefits to work-life balance, recruitment and retention will make the challenges worthwhile. Leaders will need to be more intentional with the time spent in the office, and more creative in promoting collaboration and teamwork.

Pension Administration System Update

The project is continuing to work through its phases. We have completed the third deliverable, out of five. This deliverable was related to Benefit Calculations. We are now working on the next deliverable. There were some delays due to changes related to legal clarifications and the Board decision on straddling, and the project now has an estimated completion date of June of 2024. We continue to work with the other employers on the new transmittal file layout. Additionally, we are working our On-Base enhancements and integration into the PAS Project schedule.

Legislative Items

SB 1328 would require Russian divestment for California pension systems, including CERL systems. This bill was amended to remove much of the troubling and vague language. *It has passed the Senate, but did not move in the Assembly.*

AB 1824 and AB 1971 are the two SACRS sponsored proposals. *AB 1824 has been signed into law by the Governor and AB 1971 is awaiting signature, but is expected to be signed.* Both bills were developed by the SACRS Legislative Committee and the proposals were approved by the SACRS membership. These bills make corrections to the CERL.

AB 2493 addresses the situation where earnings for public safety employees were reported as pensionable in error, through no fault of the member. In those situations, the employer would be required to pay for any overpayments of retirement benefits, as well as provide a lump sum payment that represents 20% of the present value of the lifetime benefit that was taken away. *An amended version of this bill was passed in the Senate but was pulled by the bill sponsor in the Assembly, given the County opposition and word that it would likely be vetoed by the Governor.*

AB 2449 authorizes, until January 1, 2026, members of a legislative body of a local agency to use teleconferencing without noticing each teleconference location or making it publicly accessible, provided at least a quorum of the members of the body participates in person at a singular physical location. Under this exception, the bill would authorize a member to participate remotely under specified circumstances, including participating remotely for just cause or due to emergency circumstances, and limit the number of times a member could do so to two instances per year. The emergency circumstances basis for remote participation would be contingent on a request to, and action by, the legislative body. The bill would define terms for purposes of these teleconferencing provisions. *This bill has passed out of the legislature and is awaiting signature by the Governor.*

Strategic Planning Update

The surveys of Trustees, employers, team members, members and retirees were completed, and were used during the three sessions with Senior Leaders in August and early September to flush out a draft plan for the Trustees to review and provide comment during our Special Board meeting on October 14th. This meeting will include a panel discussion on future risks and opportunities with our investment and actuarial advisors. All that input will then be incorporated into the draft plan for Trustees to review and adopt in November and December.

Key Performance Indicators

Below are the high level performance indicators for ACERA, with the latest scores included:

Scorecard KPI	2022 Performance Goal
PRUDENT INVESTMENT PRACTICES	
Portfolio Performance vs. Policy Benchmark	<i>Annualized 10-year return will meet or exceed Policy benchmark at the total fund level</i> July of 2022: We were -.28% short of the benchmark.
EFFECTIVE PLAN ADMINISTRATION	
Actual Spent vs. Approved Budget	<i>On budget or 10% below 2022 approved budget</i> As of end of July 2022: 8% under budget.
COMPREHENSIVE ORGANIZATION DEVELOPMENT	
Employee Engagement Survey Results	<i>80% of responses in top two rating boxes on the question: "Is ACERA a great place to work?"</i> As of the latest survey (October of 2021): 72.7%.
SUPERIOR CUSTOMER SERVICE	
Service Excellence Survey	<i>80% of responses in top two rating boxes on the question: "Did ACERA meet or exceed my expectations for my customer service experience?"</i> For 2nd Quarter of 2022: 100%