



Alameda County Employees' Retirement Association
BOARD OF RETIREMENT

NOTICE and AGENDA

ACERA MISSION:

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

**Thursday, October 16, 2025
2:00 p.m.**

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CONSENT CALENDAR:

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

A. REPORT ON SERVICE RETIREMENTS:

Appendix A

B. LIST OF DEFERRED RETIREMENTS:

Appendix B

C. LIST OF DECEASED MEMBERS:

Appendix C

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

None

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

None

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

None

G. APPROVE MINUTES of BOARD and COMMITTEE MEETINGS:

September 18, 2025 Minutes of the Regular Board Meeting

September 18, 2025 Retirees Committee Minutes

October 1, 2025 Retirees Committee Minutes

October 1, 2025 Investment Committee Minutes

H. MISCELLANEOUS:

- *Operating Expenses as of 08/31/25*
- *Statement of Reserves as of 6/30/25*
- *Approve Staff Recommendation regarding Alameda County's New Pay Code: Cybersecurity/AI Oversight - 43H*
- *Approve Staff Recommendation regarding the Superior Court's New Pay Code: Personal Holiday Payout NP- 374A*
- *Approve Written Decision regarding the Ara Hayes Disability Application*

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

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

5. DISABILITY, DEATH AND OTHER BENEFIT CLAIMS:

None.

6. COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS:

A. Retirees: [See October 1, 2025 Retirees Committee Agenda Packet for public materials related to the below listed items.]

1. Summary of October 1, 2025 Meeting.
2. Motion to accept the December 31, 2024 Supplemental Retiree Benefit Reserve Actuarial Valuation prepared by Segal, as recommended by the Retirees Committee.
3. Motion to adopt the Supplemental Retiree Benefit Reserve Policy, as recommended by the Retirees Committee.

B. Investment: [See October 1, 2025 Investment Committee Agenda Packet for public materials related to the below listed items.]

1. Summary of October 1, 2025 Meeting.
2. Motion to approve the Updated ACERA *Environmental, Social, and Governance (ESG) Investment Policy*.
3. Motion to approve the Updated ACERA *Emerging Investment Manager (EIM) Policy*.

7. NEW BUSINESS:

- A.** Discussion and Possible Motion to Approve Business and Travel Related Expenses That Exceed the Annual Allotment for Trustee Steven Wilkinson.
- B.** Motion to Direct the Chief Executive Officer (CEO) (or His Designee) on How to Vote ACERA's Proxy on Behalf of the Board of Retirement at the State Association of County Retirement Systems (SACRS) Fall Conference Business Meeting.
- C.** Board Elections Update.
- D.** Disability Process Overview.
- E.** Chief Executive Officer's Report.

8. CONFERENCE/ORAL REPORTS

9. ANNOUNCEMENTS

10. BOARD INPUT

11. ESTABLISHMENT OF NEXT MEETING:

Thursday, November 20, 2025 at 2:00 p.m.

12. CLOSED SESSION:

A. Government Code Section 54957(b)(1): Public Employee Evaluation (Chief Executive Officer).

13. REPORT ON ACTION TAKEN IN CLOSED SESSION

14. ADJOURNMENT

APPENDIX A
REPORT ON SERVICE RETIREMENTS

AMEY THURSTON, Tracy
Effective: 7/19/2025
Social Services Agency

ANGRAND, Louis
Effective: 8/2/2025
Superior Court

BASOBAS-CACAO, Fedilynn
Effective: 8/16/2025
Probation

BOOZER, Algernol
Effective: 8/6/2025
Alameda County Health

BRIDGES, Reggie Jr.
Effective: 8/2/2025
Alameda County Health

BRITTO, James
Effective: 8/2/2025
Social Services Agency

CASTILLO, Marian
Effective: 7/16/2025
Alameda Health System

CHUN, David
Effective: 8/8/2025
Sheriff's Office

CLARK, Lula
Effective: 8/5/2025
Alameda Health System

CORTEZ, Rafael
Effective: 7/19/2025
Alameda County Health

COX, Christine
Effective: 8/2/2025
Social Services Agency

DAVIS, Leticia
Effective: 7/5/2025
Sheriff's Office

EVANGELISTA, Neriveh
Effective: 7/20/2025
Assessor's Department

GOINS WALLACE, Anita
Effective: 7/12/2025
Alameda Health System

GREEN, Debra
Effective: 7/19/2025
Public Defeender

HENNINGER, Craig
Effective: 7/18/2025
Non-Member

HILL, Irven
Effective: 7/28/2025
Probation

HUMPHRIES, John
Effective: 8/16/2025
Information Technology

LIVINGSTON, Lowell
Effective: 8/16/2025
Information Technology

MANDILAG, Susan
Effective: 8/26/2025
County Administrator Office

MYERS, Peter
Effective: 8/2/2025
Non-Member

NEAL, Paul
Effective: 7/24/2025
Alameda Health System

**APPENDIX A
REPORT ON SERVICE RETIREMENTS**

PASTOR, Darwin
Effective: 8/6/2025
Alameda Health System

SMITH, Charlotte
Effective: 7/19/2025
Sheriff's Office

PEASLEY, Alan
Effective: 7/19/2025
Library

SMITH, Patsy
Effective: 8/2/2025
Superior Court

REEVES, Louise
Effective: 7/5/2025
District Attorney

TAYLOR, Stacy
Effective: 7/12/2025
Social Services Agency

ROBERTS, Elizabeth
Effective: 8/4/2025
Social Services Agency

THIEMANN, Kelly
Effective: 7/19/2025
Community Development Agency

SCOTT, Tracei
Effective: 7/20/2025
Probation

THOMAS, Veronia
Effective: 3/27/2025
Human Resource Services

SHELDON, Mark
Effective: 7/29/2025
Sheriff's Office

YASAVOLIAN, Martha
Effective: 6/30/2025
Alameda Health System

YOUNG, Pamela
Effective: 8/9/2025
Superior Court

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

ANAI, Ruwi
Alameda Health System
Effective Date: 8/22/2025

CASTILLO, Frank
Alameda Health System
Effective: 8/4/2025

AVILA-TORRES, Evelin
Social Services Agency
Effective: 7/11/2025

DANGLER, Tracy
Superior Court
Effective: 8/29/2025

CARLISLE, Adrienne
Alameda County Health
Effective: 8/11/2025

DUVIVIER, Rachel
First 5 Alameda County
Effective: 8/12/2025

APPENDIX B
LIST OF DEFERRED RETIREMENTS

EVANS, Damonte
General Services Agency
Effective: 8/4/2025

MENDOZA, Erick
Public Works Agency
Effective: 8/6/2025

FELIX-OCHOA, Carissma
Superior Court
Effective: 8/19/2025

NAVARRO, Angela
District Attorney
Effective: 8/29/2025

FIELDING, Alyssa
District Attorney
Effective: 8/29/2025

NELSON-MAPP, Jemetra
Social Services Agency
Effective: 8/15/2025

FOX, Michael
District Attorney
Effective: 8/22/2025

RICHARDSON, Aaron
Sheriff's Office
Effective: 7/2/2025

GUZMAN-VASQUEZ, Zaira
Alameda County Health
Effective: 8/4/2025

SANGIL, Ghemie
Alameda Health System
Effective: 6/29/2025

HA, Anh
Sheriff's Office
Effective: 8/29/2025

SAVAGE, Selamawit
Alameda Health System
Effective: 8/15/2025

HAUNGA, Tevai
County Library
Effective: 8/22/2025

SMITH, Heather
Alameda County Health
Effective: 8/25/2025

HERNANDEZ O'BRIEN, Desenia
Alameda Health System
Effective: 8/10/2025

SUNG, Land
Alameda Health System
Effective: 8/14/2025

JACKSON, Steven
Alameda County Health
Effective: 8/15/2025

THOMAS, Shannon
Probation
Effective: 8/6/2025

KU, Daniel
Alameda County Health
Effective: 8/15/2025

TORRES, Marco
Sheriff's Office
Effective: 8/29/2025

LIO, Winnie
General Services Agency
Effective: 8/29/2025

YAO, Xiaoman
County Library
Effective: 8/25/2025

APPENDIX B
LIST OF DEFERRED RETIREMENTS

ZHANG, Rose
Alameda Health System
Effective: 8/20/2025

ZHENG, Xinglue
District Attorney
Effective: 8/15/2025

APPENDIX C
LIST OF DECEASED MEMBERS

AGLORO, Juliet C.
Alameda County Health
9/6/2025

GALLEGOS, Josephine
Alameda County Health
9/28/2025

BENJAMIN, Robert
Alameda County Health
8/28/2025

HOFFMAN, Doris D.
Alameda Health System
8/27/2025

CARPENTER, Joan G.
Non Member DRO Recipient of Christopher
G. Carpenter
8/21/2025

JOHNSON, Mary J.
Sheriff's Office
9/23/2025

CASE, Tim M.
Non-Member Survivor of Rosanne Case
8/25/2025

JOSEPH, Juanita F.
Sheriff's Office
9/10/2025

CLABIORNE, Calvin J.
Probation
8/14/2025

LAFAILLE, Virginia P.
Social Services Agency
9/2/2025

DUFFEN, Richard S.
Sheriff's Office
8/11/2025

LANE, Eunice K.
Social Services Agency
9/20/2025

EMERZIAN, Loretta A.
Social Services Agency
9/19/2025

LEUNG, Molly lai
Social Services Agency
8/30/2025

FRIAS, Jean E.
Assessor
8/22/2025

LUCIANO, Anita P.
County Administrator's Office
9/14/2025

GAINES, Sharon B.
Superior Court
9/14/2025

MCGEE, James W.
Social Services Agency
9/8/2025

**APPENDIX C
LIST OF DECEASED MEMBERS**

MCMILLER, Don
Non-Member Survivor of BARBARA
MCMILLER
9/17/2025

MURTY, Srinivas S.
Social Services Agency
8/23/2025

STATON, Leroy
Alameda Health System
9/12/2025



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

Thursday, September 18, 2025

Chair Kellie Simon called the meeting to order at 2:17 p.m.

Trustees Present: Ophelia Basgal
 Keith Carson
 Henry Levy
 Elizabeth Rogers
 Kellie Simon
 Steven Wilkinson

Trustees Excused: Ross Clippinger
 Tarrell Gamble
 George Wood
 Cynthia Baron (*Alternate*)
 Kevin Bryant (*Alternate*)

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

Staff Excused: Victoria Arruda, Human Resource Officer
 Erica Haywood, Fiscal Services Officer

PUBLIC INPUT

None.

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

August 21, 2025 Minutes of the Regular Board Meeting

August 21, 2025 Retirees Committee Minutes

August 21, 2025 Governance Committee Minutes

September 3, 2025 Investment Committee Minutes

MISCELLANEOUS

Operating Expenses as of 07/31/25

2nd Quarter 2025 Call Center Report

Quarterly Report on Member Underpayments and Overpayments

25-74

It was moved by Elizabeth Rogers and seconded by Ophelia Basgal that the Board adopt the Consent Calendar. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

REGULAR CALENDAR
REPORTS AND ACTION ITEMS

DISABILITY, DEATH AND OTHER BENEFIT CLAIMS

The following Items were addressed in Closed Session, pursuant to Gov't Code 54957(b):

- A. Service-Connected Disability Retirement Application of Deborah Johnson, Information System Specialist, Alameda County Information Technology Department; Consideration of Hearing Officer's Proposed Findings of Fact and Recommended Decision, per Gov't Code § 31534.
- B. Service-Connected Disability Retirement Application of Ara Hayes, Eligibility Support Clerk, Alameda County Social Services Agency: Preparation of a written explanation of August 21, 2025 Board decision to grant non-service-connected disability retirement.

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

Outside Counsel Ashley Dunning reported that the Board took the following action in Closed Session on Item 5A above:

25-75

It was moved by Elizabeth Rogers and seconded by Henry Levy that the Board remand the Deborah Johnson matter back to the Hearing Officer on claims 3 and 4 only with the following instructions: 1) That no new evidence is to be accepted from applicant on the claims; 2) That claims 3 and 4 have been deemed submitted, pursuant to a complete application by the Board for purposes of adjudicating those issues; and 3) The Chief Counsel will direct how the matter is to be prepared, pursuant to ACERA's normal procedures to ensure that sufficient evidence is presented to the Hearing Officer on this issue, including, without limitation, sending the matter back to the Medical Advisor. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

Chief Counsel Jeff Rieger reported that the Board took the following action in Closed Session on Item 5B above:

25-76

It was moved by Henry Levy and seconded by Keith Carson that Trustee Elizabeth Rogers will work with Outside Counsel Ashley Dunning to prepare a written explanation regarding the Board's granting of a non-service-connected disability to Ara Hayes. The written explanation will be placed on the Consent Calendar of the October 2025 Board agenda for the Board's consideration. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

The following item was addressed in Open Session, per Gov’t Code § 54956.9(d)(2):

- C. Victoria Valdez and Rebecca Valdez (Deceased Member Regina Romer-Valdez):
Claim for payment of lump sum benefit under Gov’t Code § 31781.

Applicants Victoria and Rebecca Valdez (daughters of deceased member Regina Romer-Valdez) appeared at Board meeting via Zoom. Details regarding this matter can be found in Chief Counsel Jeff Rieger’s memorandum in the public agenda backup materials.

25-77

It was moved by Elizabeth Rogers and seconded by Henry Levy that the Board postpone the Victoria Valdez and Rebecca Valdez matter until the December 18, 2025 Board meeting for the Board’s consideration. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

COMMITTEE REPORTS, RECOMMENDATIONS AND MOTIONS

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

Investment:

Kellie Simon reported that the Committee met on September 3, 2025 and that there were no Action Items. However, the Committee was presented with and discussed the following Information Items: **1)** Education Session: ESG & EIM; **2)** Review of the *Environmental, Social, and Governance (ESG) Investment Policy*; **3)** Review of the *Emerging Investment Manager (EIM) Policy*; and **4)** Semiannual Performance Review for the Period Ending June 30, 2025 – Total Fund Highlighting Public Market Asset Classes.

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

Retirees:

Elizabeth Rogers reported that the Retirees Committee met earlier today and that there were no Action Items. However, the Committee was presented with an Information Item regarding ACERA-Sponsored Medical Plans and Premiums for Plan Year 2026.

Minutes of the meeting will be presented to the Board for adoption on the Consent Calendar at the October 16, 2025 Board meeting.

NEW BUSINESS:

State Association of County Retirement System (SACRS) Voting Proxy

Chief Executive Officer Dave Nelsen requested that the Board authorize him (or his Designee) to vote ACERA's Proxy (or his Designee) on behalf of the Board of Retirement at the SACRS Fall Conference Business Meeting.

25-78

It was moved by Elizabeth Rogers and seconded by Henry Levy that the Board grant Chief Executive Officer (CEO) Dave Nelsen (or his Designee) authority to vote ACERA's proxy on behalf of the Board of Retirement at the upcoming SACRS Fall Conference Business Meeting. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

Discussion and Possible Motion to Change Alameda County Pay Code 843

Mr. Rieger discussed the Board's prior approval of a Consent Calendar item that excluded Alameda County Pay Code 843 from "pensionable compensation" for Tier 4 members. For the reasons stated in Mr. Rieger's September 18, 2025 memorandum, Staff recommended changing Pay Code 843 to be included as "pensionable compensation" for Tier 4 members. Mr. Rieger responded to Trustees' questions.

25-79

It was moved by Elizabeth Rogers and seconded by Henry Levy that the Board include Pay Code 843 in "pensionable compensation" retroactively (Pay Code effective January 19, 2025) and prospectively. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

Discussion and Possible Motion to Develop a Pay Code Policy

Mr. Rieger reported that ACERA has an effective Pay Code Process. However, he stated that Staff recommends development of a *Pay Code Policy* to provide guidance to Staff, Trustees, Participating Employers and Members regarding the Board's historical interpretations of the laws governing "compensation earnable" for Tier 1, 2, and 3 members and "pensionable compensation" for Tier 4 members. Mr. Rieger responded to Trustees' questions.

25-80

It was moved by Elizabeth Rogers and seconded by Keith Carson that the Board authorize Staff to develop a *Pay Code Policy* and bring the Policy back to a future Operations Committee meeting for review and discussion. The motion carried 6 yes (*Basgal, Carson, Levy, Rogers, Simon, Wilkinson*), 0 no, and 0 abstentions.

Chief Executive Officer's Report

Mr. Nelsen presented his September 18, 2025 written CEO Report which provided an update on: **1)** Committee and Board Action Items; **2)** Conference/Event Schedule; **3)** Other Items: **a)** Business Planning; **b)** Legislative Update; **c)** Stand-by Pay Issue; **d)** Budget; **e)** Visit by SCERS and **3)** Key Performance Indicators.

Mr. Nelsen reported that the Legislative Session concluded last weekend stating that very few pension-related items passed, with the exception of SACRS' changes to the CERL which is awaiting the Governor's signature. Mr. Nelsen reported that, although there was extensive debate regarding changes to the *Brown Act* for Special Districts, the only change affecting ACERA was the extension of the Sunset date (AB 259) to 2030, which is also awaiting the Governor's signature. AB 259 would continue to allow governing bodies; specifically Special Districts, to participate in public meetings remotely due to medical and/or emergency reasons.

CONFERENCE/ORAL REPORTS

None.

ANNOUNCEMENTS

None.

BOARD INPUT

None.

To view the September 18, 2025 Board meeting YouTube video in its entirety, go to ACERA's Website at: <https://youtu.be/A0iuBOu4kcY>.

CLOSED SESSION

The Board adjourned into Closed Session to discuss the following:

Item 12:

A. See Motion No. 25-75 above.

B. See Motion No. 25-76 above.

ADJOURNMENT

The meeting was adjourned at approximately 4:15 p.m.

Respectfully Submitted,



David Nelsen
Chief Executive Officer

10/16/25

Date Adopted

APPENDIX A
REPORT ON SERVICE RETIREMENTS

AKINSILO, Jide
Effective: 7/1/2025
Alameda Health System

IRVIN, Lynetta
Effective: 7/15/2025
Superior Court

ALCOMENDRAS, Maria Regina
Effective: 7/1/2025
Auditor-Controller

JARRATT, Richard
Effective: 6/30/2025
Alameda Health System

BAILEY, Zina
Effective: 4/12/2025
Superior Court

JONES, Terrie
Effective: 7/4/2025
Sheriff's Office

BAREILLES, Adrienne
Effective: 7/4/2025
General Services Agency

KEENE, Stefanie
Effective: 7/5/2025
Probation

BLAKENEY-TORRICE, Melissa
Effective: 5/20/2025
Non-Member

LOOMIS, Margaret
Effective: 6/21/2025
Alameda Health System

BROWN, Stacie
Effective: 6/25/2025
Superior Court

MCCORKINDALE, Carolyn
Effective: 4/3/2025
Alameda Health System

CASTILLO, Hilda
Effective: 6/28/2025
Social Services Agency

MCLEOD, Mario
Effective: 6/20/2025
General Services Agency

CLARKE, Gillian
Effective: 7/1/2025
Social Services Agency

NORRIS, Willie
Effective: 6/24/2025
General Services Agency

FRASIER, Anthony
Effective: 6/28/2025
General Services Agency

RAIZ-ENCISO, Carlos
Effective: 7/8/2025
Alameda Health System

GABRIEL, Michael
Effective: 7/16/2025
Assessors Department

ROSS, Shelette
Effective: 6/28/2025
Superior Court

HENRY, Leslyn
Effective: 6/14/2025
Superior Court

VAN TREE, Shawna
Effective: 6/27/2025
Superior Court

APPENDIX A
REPORT ON SERVICE RETIREMENTS

WARD, Yolanda
Effective: 6/7/2025
Alameda County Health

WILSON, Leah Tamu
Effective: 7/8/2025
Superior Court

WHITTAKER, Tharon
Effective: 7/15/2025
Social Services Agency

YOKO-UZOMAH, Josephine
Effective: 5/2/2025
Alameda Health System

YUZON, Andrew
Effective: 7/8/2025
Sheriff's Office

APPENDIX B
LIST OF DEFERRED RETIREMENTS

ADAM, Janice
Alameda County Health
Effective Date: 7/25/2025

DECROIX, Luke
Public Works Agency
Effective: 8/1/2025

BRITTON, Alexander
Public Works Agency
Effective: 8/1/2025

DIXON-BYRD, Michele
Social Services Agency
Effective: 7/18/2025

CARRILLO-MARTINEZ, Sarahi
Sheriff's Office
Effective: 7/6/2025

EASON, Kalah
Social Services Agency
Effective: 8/1/2025

CHAU, May
Alameda County Health
Effective: 7/24/2025

FANTAZIA, John
Sheriff's Office
Effective: 7/17/2025

CHOE, Chae
Social Services Agency
Effective: 8/1/2025

GUMARIN, Marigrace
Social Services Agency
Effective: 7/30/2025

CLOIRD, Antwon
District Attorney
Effective: 7/24/2025

HANEY, Ryth
Social Services Agency
Effective: 7/25/2025

DAVIS, Corriana
Social Services Agency
Effective: 6/20/2025

JUAREZ, Elivet
Superior Court
Effective: 8/1/2025

**APPENDIX B
LIST OF DEFERRED RETIREMENTS**

KIFLE, Bereket
General Services Agency
Effective: 7/28/2025

ROULAND, Daniel
Sheriff's Office
Effective: 7/24/2025

LAM, Edna
Social Services Agency
Effective: 8/1/2025

SEMMELE, Tammy
Sheriff's Office
Effective: 7/18/2025

LEE, Milan
Human Resource Services
Effective: 7/29/2025

SHIRINZADA, Abdullah
First 5 Alameda County
Effective: 7/7/2025

LIBREA, Pinky
Alameda Health System
Effective: 7/25/2025

SILVA, Peyton
Superior Court
Effective: 8/1/2025

MAGEE, Andrew
First 5 Alameda County
Effective: 7/18/2025

SOLIZ, Alan
Social Services Agency
Effective: 7/16/2025

MAIORANO, Charles
Superior Court
Effective: 7/25/2025

SREEKUMAR PYRAM, Seema
Alameda Health System
Effective: 7/25/2025

MILLER, Tara
Alameda County Health
Effective: 7/30/2025

STEVENSON, Bridgette
Social Services Agency
Effective: 8/1/2025

MOLINA MORENO, Marcos
Sheriff's Office
Effective: 8/2/2025

TRAN, Thuy
Alameda Health System
Effective: 7/31/2025

NEAL, Paul
Alameda Health System
Effective: 7/23/2025

UKAEGBU, Patrick
Alameda Health System
Effective Date: 7/25/2025

PANDOLFO BAUMER, Lisa Ann
Superior Court
Effective: 7/21/2025

URIBE, Karla
Sheriff's Office
Effective: 8/1/2025

ROA, Daniel
Sheriff's Office
Effective: 7/11/2025

VANHOOK, Wilma
County Administrator
Effective: 7/21/2025

APPENDIX B
LIST OF DEFERRED RETIREMENTS

WILSON, Samuel
District Attorney
Effective: 7/7/2025

APPENDIX C
LIST OF DECEASED MEMBERS

ALBURY, Arlene H.
Alameda County Health
8/4/2025

HARRIS, Donald S.
Probation
8/5/2025

ANDERSON, David M.
Sheriff's Office
7/17/2025

HUNTER, Mary E.
Probation
7/7/2025

BAKER, Dorothy M.
Alameda Health System
7/11/2025

HUNTER, Mildred S.
Social Services Agency
7/21/2025

BROWN, Bobbie J.
Alameda County Superior Court
8/11/2025

HYDE, Rosalinda
Alameda County Superior Court
7/13/2025

CHECCHI, Marian A.
Alameda County Superior Court
7/15/2025

KILLELEA, Michael C.
District Attorney
8/4/2025

FUJIMOTO, Marna
Non-Member Survivor of HIROO
FUJIMOTO
8/3/2025

LOUIE, Jeannette
Non-Member Survivor of FRANKLIN
LOUIE
7/23/2025

GARCIA, Dolores R.
Alameda Health System
8/9/2025

MAYFIELD, Melody D.
Non-Member Survivor of Craig Mayfield
8/15/2025

GILBERT, Jo R.
Probation
7/25/2025

MC BRIDE, James A.
Assessor
6/26/2025

GRAFF, Crystal H.
County Administrator's Office
7/29/2025

MC CLOW, Virginia L.
Alameda Health System
7/29/2025

RUIZ, Martha
Non-Member Survivor of Bradley Maggy
8/20/2025

TEREFE, Nilsa M.
Social Services Agency
8/4/2025

TIERNAN, Marjorie
Non-Member Survivor of FRANK
TIERNAN
7/29/2025

WELLS-PETERS, Elizabeth L.
Social Services Agency
8/8/2025

WILLIAMS, Hilliard C.
Probation
7/28/2025

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

Name: Martin, Tamiko
Type of Claim: Service-Connected

Staff's Recommendation:

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

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

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

Name: **Toribio, Amarilis**
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. Amarilis' application for a service-connected disability, and waiving annual medical examinations and questionnaires.

Name: **Young, Gregory**
Type of Claim: Service-Connected

Staff's Recommendation:

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



To: Members of the Retirees Committee

From: Elizabeth Rogers, Chair

Subject: Summary of the September 18, 2025 Retirees Committee Meeting

Committee Chair: Elizabeth Rogers called the September 18, 2025 Committee meeting to order at 1:30 p.m.

ACERA TRUSTEES, SENIOR MANAGERS AND PRESENTING STAFF IN ATTENDANCE

Committee members present were Elizabeth Rogers, Keith Carson, Steven Wilkinson, and George Wood. Also, present were Ophelia Basgal and Kellie Simon. Committee member Henry Levy joined the meeting after roll call.

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

PUBLIC INPUT

None.

INFORMATION ITEMS

1. ACERA-Sponsored Medical Plans and Premiums for Plan Year 2026

Staff and the County of Alameda (County) provided information on the renewal of the County's medical plan contracts for the 2026 Plan Year. The County presented detailed information regarding renewal rates and plan coverage for the Plan Year February 1, 2026 through January 31, 2027. The Kaiser Permanente early retiree rate will increase by 3.27%, and the Kaiser Permanente Senior Advantage (KPSA) plan premium will increase by 6.08%. The UnitedHealthcare (UHC) Signature Value premium will increase by 15.43%. The UHC Signature Value Advantage plan will be eliminated as it is no longer viable after Canopy Health withdrew from the SVA HMO network.

In response to Trustee inquiries, Ava Lavender from the County of Alameda noted that quarterly usage reports are received and confirmed that the information can be shared upon request once available. Regarding Trustee Basgal's question about the potential inclusion of the Over-the-Counter rider next year, ACERA staff and Ava Lavender indicated that this option could be considered during next year's review process.

TRUSTEE REMARKS

None.

FUTURE DISCUSSION ITEMS

- Presentation and Acceptance of SRBR Funding Report/Valuation
- SRBR Policy Update

ESTABLISHMENT OF NEXT MEETING DATE

The next meeting is scheduled for October 1, 2025, at 9:30 a.m.

MEETING ADJOURNED

The meeting adjourned at 2:11 p.m.



To: Members of the Retirees Committee

From: Elizabeth Rogers, Chair

Subject: **Summary of the October 1, 2025 Retirees Committee Meeting**

Committee Chair: Elizabeth Rogers called the October 1, 2025 Committee meeting to order at 9:30 a.m.

ACERA TRUSTEES, SENIOR MANAGERS AND PRESENTING STAFF IN ATTENDANCE

Committee members present were Elizabeth Rogers and George Wood. Also, present were Ross Clippinger, Kellie Simon and alternate members Cynthia Baron and Kevin Bryant. Committee member Steven Wilkinson and Board members Ophelia Basgal and Tarrell Gamble joined the meeting after roll call.

Staff present were Carlos Barrios, Assistant Chief Executive Officer; Mike Fara, Communications Manager; Erica Haywood, Fiscal Services Officer; Jessica Huffman, Benefits Manager; Harsh Jadhav, Chief of Internal Audit; Vijay Jagar, Chief Technology Officer; Lisa Johnson, Assistant Chief Executive Officer; David Nelsen, Chief Executive Officer; Jeff Rieger, Chief Counsel; and Betty Tse, Chief Investment Officer.

PUBLIC INPUT

None.

ACTION ITEMS

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

Segal, ACERA's Actuary, presented the annual Actuarial Valuation of the OPEB and non-OPEB Benefits Provided by the Supplemental Retiree Benefits Reserve, Including Sufficiency of Funds, as of December 31, 2024. Based on this valuation report, the terminal year of the "Other Post-Employment Benefits" (OPEB) is projected to be 2045, with full benefits paid through 2044 for a total of 20 full years and one partial year. The terminal year of non-OPEB benefits is projected to be 2048, with full benefits paid through 2047 for a total of 23 full years and one partial year.

It was moved by Tarrell Gamble and seconded by Kellie Simon that the Committee recommend to the Board of Retirement a motion to accept the December 31, 2024, Supplemental Retiree Benefit Reserve Actuarial Valuation prepared by Segal.

The motion carried 7 yes (*Basgal, Clippinger, Gamble, Rogers, Simon, Wilkinson and Wood*), 0 no, 0 abstentions.

2. Supplemental Retiree Benefit Reserve Policy Update

Staff provided a copy of the current Supplemental Retiree Benefit Reserve (SRBR) Policy, and stated that after review of the Policy, no changes are recommended.

Trustee Rogers raised a question about the policy language concerning the 15-year sustainability period and suggested revisiting whether it remains the appropriate goal. Staff will work with Trustees to schedule a time for continued discussion.

It was moved by Ophelia Basgal and seconded by Kellie Simon that the Committee recommend to the Board of Retirement that it adopt the Supplemental Retiree Benefit Reserve Policy without revisions.

The motion carried 7 yes (Basgal, Clippinger, Gamble, Rogers, Simon, Wilkinson and Wood), 0 no, 0 abstentions.

INFORMATION ITEMS

1. Supplemental Retiree Benefit Reserve Financial Status

Staff presented a history of the Supplemental Retiree Benefit Reserve (SRBR) activity for the 10-year period ending June 30, 2025. The ending balance of the SRBR as of June 30, 2025 was approximately \$1.2 billion. The semi-annual interest crediting as of June 30, 2025, based on a rate of 3.5000%, was completed on August 21, 2025. Approximately \$42.5 million in regular earnings and \$6.1 million in excess earnings interest were credited. During that same six-month period, the net deductions from the SRBR were approximately \$28.8 million.

2. Final Report on Open Enrollment Preparation and Communications Materials, and Retiree Health and Wellness Fair Arrangements

Staff provided information regarding the preparations being made for the Plan Year 2026 Open Enrollment and the hybrid Health and Wellness Fair, which will be held on October 23, 2025 at the DoubleTree by Hilton Hotel Pleasanton in Pleasanton, CA.

Trustee Rogers extended appreciation to Mike Fara and Brehanna Ramirez, ACERA's graphic designer, for their work on the Open Enrollment packet.

In response to Trustee Basgal's inquiry regarding difficulties in locating providers within the Kaiser Affinity Musculoskeletal Program, staff acknowledged the concern and will investigate the issue.

3. Report on Medicare Part D Certificate of Creditable Coverage and Updates for 2026

Staff reported that the annual Medicare Part D Certificate of Coverage Notice will be mailed and received prior to the October 15th deadline and will be posted on ACERA's website.

4. Via Benefits Updates

Staff reported that Via Benefits mailed the Medicare Fall Newsletters starting September 24th, and the Pre-65 Fall Newsletters will be mailed starting mid-October. The Balance Reminder Statements for Health Reimbursement Account holders were mailed between September 5th and September 16th.

ANNOUNCEMENTS

ACERA staff announced the retirement of Andy Yeung, Vice President and Actuary at Segal. Todd Tauzer, representing Segal, addressed the Committee regarding the six-month transition plan designed to ensure uninterrupted service to ACERA. Trustees and staff expressed their deep appreciation to Andy for his remarkable 40-year partnership and dedicated service to the organization.

TRUSTEE REMARKS

None.

FUTURE DISCUSSION ITEMS

- Adoption of Medicare Part B Reimbursement Plan Benefit for 2026
- Adoption of Updates to Appendix A of 401(h) Account Resolutions

ESTABLISHMENT OF NEXT MEETING DATE

The next meeting is scheduled for December 3, 2025, at 9:30 a.m.

MEETING ADJOURNED

The meeting adjourned at 10:18 a.m.



MINUTES OF THE OCTOBER 1, 2025, INVESTMENT COMMITTEE MEETING

To: Members of the Investment Committee

From: George Wood, Chair

Subject: **Summary of the October 1, 2025 Investment Committee Meeting**

The Investment Committee ("Committee") met on Wednesday, October 1, 2025, at 10:33 a.m. The Committee members present were Ophelia Basgal, Ross Clippinger, Tarrell Gamble, Elizabeth Rogers, Kellie Simon, Steve Wilkinson, and George Wood. Also present was Alternate Retired Member Cynthia Baron. ACERA Senior Managers and Presenting Staff were David Nelsen – Chief Executive Officer, Harsh Jadhav – Chief of Internal Audit, Lisa Johnson – Assistant Chief Executive Officer, Jeff Rieger – Chief Counsel, Erica Haywood – Fiscal Services Officer, Serafin Lim – Investment Operations Officer Clint Kuboyama - Senior Investment Officer, Stephen Quirk – Investment Officer, Noe Reynoso – Investment Analyst, John Ta – Senior Investment Officer, Betty Tse – Chief Investment Officer, and Susan Weiss – Investment Counsel.

PUBLIC COMMENT:

N/A

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

1. Discussion and Possible Motion to Recommend that the Board Approve the Updated ACERA Environmental, Social and Governance (ESG) Investment Policy
 - Staff recommended that the Committee adopt the revisions to ACERA's ESG Policy and ACERA's ESG Questionnaire that were discussed at the previous month's ICM.
 - Trustee Basgal moved, seconded by Trustee Wilkinson, to recommend that the Board adopt the Updated ACERA Environmental, Social and Governance (ESG) Policy.
 - The motion carried with 7 Yes (Baron, Basgal, Clippinger, Gamble, Simon, Wilkinson, and Wood), 0 No, and 0 Abstention. Trustee Rogers was not present during the motion.
2. Discussion and Possible Motion to Recommend that the Board Approve the Updated ACERA Emerging Investment Manager (EIM) Policy
 - Staff recommended that the Committee approve one key amendment to the EIM Policy, specifically that ACERA EIM managers be required to complete an annual EIM Questionnaire, with the responses to be summarized and included in ACERA's ESG Risk Disclosure Report. Minor formatting revisions to the EIM Policy were also recommended.

- Trustee Gamble suggested changing the name of the current Policy to “Next Generation Managers.” Trustee Clippinger suggested leaving the Policy name unchanged at this time, but possibly making the change when the Policy is next due for revision, consistent with staff’s recommendation.
- Trustee Rogers moved, seconded by Trustee Simon, to recommend that the Board adopt the Updated ACERA Emerging Investment Manager (EIM) Policy.
- The motion carried with 8 Yes (Baron, Basgal, Clippinger, Gamble, Rogers, Simon, Wilkinson, and Wood), 0 No, and 0 Abstention.

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

1. Update on State Street Bank and Trust Company (SSB) Custodial Services

- Staff shared updates on SSB’s efforts and progress to improve its client services for ACERA. The SSB client service team was successfully transitioned from Kansas City to Sacramento as of September 1st, 2025. And, financial reporting improvements were underway, with reconciliations and training going well and final reporting improvements to be completed by end of 2025.
- Trustee Wilkinson shared concerns with SSB’s reputation and culture, noting the company’s past criminal charges and questioning the corporate culture and lack of diversity with the leadership. Brenda Dulger-Sheikin, Senior Vice President from SSB, was in attendance and spoke on behalf of SSB and provided updates from SSB’s perspective on the matter. Ms. Dulger-Sheikin emphasized that the named issues with SSB occurred in departments outside of Custodial Services that ACERA works with, and that SSB has since reinforced ethics, compliance and standard of conduct trainings for the company.
- Trustee Wilkinson asked when ACERA had gone out for RFP on Custodial Bank Services. Staff shared that we review this contract every 5 years with the Board, and that staff would be reporting to the Investment Committee/Board sometime in the coming year on this topic.

2. Education Session: Public Equity Active v Passive Investments under Current Market Conditions

- NEPC presented their 2025 Active v Passive Research Study and an extended discussion with the Committee ensued. According to the Study, an average active manager cannot collectively outperform the market net of fees. However, not all active managers are average – a genuinely skilled manager may be able to add consistent value through forecasting ability and disciplined portfolio construction. The Study helped to identify Global Equity as a market that may be more suitable for active management based on historical data as of 6/30/25.

Investment Committee Meeting Minutes
October 1, 2025

- At a subsequent ICM, Staff and NEPC will present a range of public equity structures (differing allocations of active and passive) that reflect the current Study, and make a recommendation of various structure options for the Committee to consider.
3. Report on Real Assets Investment Made Under Delegated Authority after Distribution of the Last Investment Committee Meeting Agenda – Ares Secondaries Infrastructure Solutions III (\$45 million)
 - Staff confirmed closing a \$45 million commitment to the named Ares Secondaries Infrastructure Solutions III under delegated authority. This information item serves to report publicly on Staff's delegated action.
 4. Report on Real Estate Investment Made Under Delegated Authority after Distribution of the Last Investment Committee Meeting Agenda – Artemis Healthcare Fund III (up to \$35 million)
 - This information item was tabled from the agenda by the Committee Chair at the beginning of the ICM.

TRUSTEE REMARKS:

FUTURE DISCUSSION ITEMS

ESTABLISHMENT OF NEXT MEETING DATE

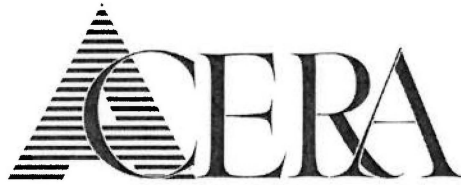
November 5, 2025, at 10:30 a.m.

ADJOURNMENT

The meeting ended at 12:06 p.m.

To view the October 1, 2025 Investment Committee Meeting in its entirety, click on the link below.

<https://www.youtube.com/watch?v=ATYr4smNGKE>



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: October 16, 2025

TO: Members of the Board of Retirement

FROM: Erica Haywood, Fiscal Services Officer *EH*

SUBJECT: Operating Expenses & Budget Summary for August 31, 2025

ACERA's operating expenses are \$320K over budget for the period ending August 31, 2025. The overage is primarily due to depreciation expenses related to the capitalization of the Pension Gold V3 and an increase in temporary staffing costs. Other notable budget overages and surpluses are outlined below:

Budget Overages of \$761K

Depreciation Expense is \$528K over budget.

Pension Gold V3(PG3) was budgeted for capitalization in 2025. In accordance with GASB 51, PG3 was capitalized in 2024.

Staffing Expense is \$207K over budget.

The overages are attributed to temporary staffing of \$297K, and 5% staff vacancy adjustment of \$655K; offset by surpluses in salaries and fringe benefits of (\$745K).

Insurance \$26K over budget.

The overage in insurance is due to an increase in insurance premiums.

Budget Surpluses of \$441K

Systems Expense is \$221K under budget.

The surplus in systems expense is primarily due to the timing of vendor payments and the reduction in OnBase software costs.

Member Services Expense is \$108K under budget.

The member services expense is currently under budget, primarily due to the timing of medical payments and reduction of arbitration cases.

Staff Development is \$54K under budget.

The surplus in staff development is due to a reduction in training costs.

Board of Retirement is \$42K under budget.

The surplus is attributed to a reduction in board costs.

Office Expense is \$13K under budget.

The surplus in office expense is mainly due to a reduction in equipment and furniture costs.

Professional Fees are \$3K under budget.

The surplus is due to the timing of vendor payments.

Staffing Detail

No vacant positions as of August 31, 2025.

PAS Project:

Pension Administration System Project - as of August 31, 2025					
	Year-To-Date				
	Actual	Budget	Variance	2025 Budget	2019-24 Actual
Consultant Fees					
Levi, Ray and Shoup	\$57,195	\$100,000	\$(42,805)	\$1,130,000	\$5,410,677
Segal and other consultant fees					3,019,751
Total	57,195	100,000	(42,805)	1,130,000	8,430,428
Staffing	171,666	251,667	(80,001)	345,000	3,646,457
TOTAL	\$228,861	\$351,667	\$(122,806)	\$1,475,000	\$12,076,885

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>August 31, 2025</u>					
	<u>Actual</u>	<u>Budget</u>	<u>YTD</u>	<u>2025</u>	<u>% Actual to</u>
	<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	\$ 12,649,760	\$ 12,442,680	\$ 207,080	\$ 18,794,000	67.3%
Staff Development	124,800	178,610	(53,810)	290,000	43.0%
Professional Fees (Next Page)	914,160	916,680	(2,520)	1,214,000	75.3%
Office Expense	252,549	265,340	(12,791)	396,000	63.8%
Insurance	458,486	432,680	25,806	655,000	70.0%
Member Services	406,607	514,920	(108,313)	838,000	48.5%
Systems	613,464	834,660	(221,196)	1,296,000	47.3%
Depreciation	1,218,505	689,960	528,545	1,034,000	117.8%
Board of Retirement	390,993	433,300	(42,307)	707,000	55.3%
Uncollectable Benefit Payments	-	-	-	78,000	0.0%
Total Operating Expense	\$ 17,029,324	\$ 16,708,830	\$ 320,494	\$ 25,302,000	67.3%



ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

PROFESSIONAL FEES

YEAR TO DATE - ACTUAL VS. BUDGET

August 31, 2025

	<u>Actual</u> <u>Year-To-Date</u>	<u>Budget</u> <u>Year-To-Date</u>	<u>YTD Variance</u> <u>(Under)/Over</u>	<u>2025</u> <u>Annual</u> <u>Budget</u>	<u>% Actual to</u> <u>Annual Budget</u>
<u>Professional Fees</u>					
Consultant Fees - Operations and Projects ¹	\$ 323,695	\$ 315,280	\$ 8,415	\$ 448,000	72.3%
Actuarial Fees ²	373,987	374,000	(13)	496,000	75.4%
External Audit ³	145,000	145,000	-	145,000	100.0%
Legal Fees ⁴	71,478	82,400	(10,922)	125,000	57.2%
Total Professional Fees	\$ 914,160	\$ 916,680	\$ (2,520)	\$ 1,214,000	75.3%

	<u>Actual</u> <u>Year-To-Date</u>	<u>Budget</u> <u>Year-To-Date</u>	<u>YTD Variance</u> <u>(Under)/Over</u>	<u>2025 Annual</u> <u>Budget</u>	<u>% Actual to</u> <u>Annual Budget</u>
<u>¹ CONSULTANT FEES - OPERATIONS AND PROJECTS:</u>					
Benefits					
Alameda County HRS (Benefit Services)	84,000	84,000	-	126,000	66.7%
Segal (Benefit Consultant/Retiree Open Enrollment)	141,333	141,280	53	187,000	75.6%
Total Benefits	225,333	225,280	53	313,000	72.0%
Human Resources					
Lakeside Group (County Personnel)	98,362	90,000	8,362	135,000	72.9%
Total Human Resources	98,362	90,000	8,362	135,000	72.9%
Total Consultant Fees - Operations	323,695	315,280	8,415	448,000	72.3%

<u>² ACTUARIAL FEES</u>					
Actuarial Valuation	90,789	90,000	789	90,000	100.9%
GASB 67 & 68 Valuation	27,500	27,500	-	55,000	50.0%
GASB 74 & 75 Actuarial	8,500	8,500	-	17,000	50.0%
Actuarial Standard of Practice 51 Pension Risk	30,000	30,000	-	30,000	100.0%
Supplemental Consulting	171,198	172,000	(802)	258,000	66.4%
Supplemental Retiree Benefit Reserve valuation	46,000	46,000	-	46,000	100.0%
Total Actuarial Fees	373,987	374,000	(13)	496,000	75.4%

<u>³ EXTERNAL AUDIT</u>					
External audit	121,000	121,000	-	121,000	100.0%
GASB 67 & 68 audit	12,000	12,000	-	12,000	100.0%
GASB 74 & 75 audit	12,000	12,000	-	12,000	100.0%
Total External Audit Fees	145,000	145,000	-	145,000	100.0%

<u>⁴ LEGAL FEES</u>					
Fiduciary & Litigation	31,314	33,200	(1,886)	50,000	62.6%
Tax and Benefit Issues	37,480	16,000	21,480	25,000	149.9%
Miscellaneous Legal Advice	2,684	33,200	(30,516)	50,000	5.4%
Total Legal Fees	71,478	82,400	(10,922)	125,000	57.2%

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL EXPENDITURES ACTUAL VS. BUDGET
For the Eight Months Ending 8/31/2025

	Current Month			Year-to-Date			
	Actual	Budget	Variance (Under)/Over	Actual	Budget	Variance (Under)/Over	Annual Budget
STAFFING							
Salaries	\$1,050,635	\$1,060,300	(\$9,665)	\$8,359,499	\$8,538,600	(\$179,101)	\$12,930,000
Fringe Benefits	348,590	552,100	(203,510)	3,969,662	4,535,200	(565,538)	6,811,000
Temporary Staffing Cost	36,337	3,000	33,337	320,599	24,000	296,599	36,000
5% Staffing Reduction Adjustment		(81,890)	81,890		(655,120)	655,120	(983,000)
Staffing Total	1,435,562	1,533,510	(97,948)	12,649,760	12,442,680	207,080	18,794,000
STAFF DEVELOPMENT	15,655	11,020	4,635	124,800	178,610	(53,810)	290,000
PROFESSIONAL FEES							
Actuarial Fees	21,500	21,500		373,987	374,000	(13)	496,000
Consultant Fees - Operations	34,400	33,160	1,240	323,695	315,280	8,415	448,000
Consultant Fees - Legal	7,124	10,400	(3,276)	71,478	82,400	(10,922)	125,000
External Audit				145,000	145,000		145,000
Professional Fees Total	63,024	65,060	(2,036)	914,160	916,680	(2,520)	1,214,000
OFFICE EXPENSE							
Bank Charges & Misc. Admin	7,198	6,380	818	48,713	51,340	(2,627)	77,000
Building Expenses	7,044	4,830	2,214	43,216	38,640	4,576	58,000
Communications	4,595	4,330	265	39,336	35,640	3,696	53,000
Equipment Lease/Maintenance	7,324	8,750	(1,426)	69,735	70,960	(1,225)	106,000
Minor Equipment and Furniture	1,912	2,000	(88)	3,293	16,000	(12,707)	24,000
Office Supplies/Maintenance	1,930	3,720	(1,790)	30,101	38,760	(8,659)	57,000
Printing & Postage	1,755	1,750	5	18,155	14,000	4,155	21,000
Office Expense Total	31,758	31,760	(2)	252,549	265,340	(12,791)	396,000
INSURANCE	53,231	56,050	(2,819)	458,486	432,680	25,806	655,000
MEMBER SERVICES							
Disability - Legal Arbitration & Transcripts		7,850	(7,850)	41,871	62,800	(20,929)	95,000
Disability Medical Expense	100	28,490	(28,390)	128,378	227,920	(99,542)	342,000
Disability Claims Management	3,850	3,850		30,800	30,800		46,000
Health Reimbursement Acct. (HRA)	7,976	7,910	66	63,188	63,280	(92)	95,000
Member Training & Education	623	600	23	7,682	6,800	882	23,000
Printing & Postage - Members	26,905	16,790	10,115	85,656	79,320	6,336	171,000
Virtual Call Center	5,212	5,500	(288)	49,032	44,000	5,032	66,000
Member Services Total	44,666	70,990	(26,324)	406,607	514,920	(108,313)	838,000

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
TOTAL EXPENDITURES ACTUAL VS. BUDGET
For the Eight Months Ending 8/31/2025

	Current Month			Year-to-Date			
	Actual	Budget	Variance (Under)/Over	Actual	Budget	Variance (Under)/Over	Annual Budget
SYSTEMS							
Business Continuity Expense	21,506	22,400	(894)	166,449	168,430	(1,981)	278,000
County Data Processing	17,098	11,600	5,498	103,954	92,800	11,154	139,000
Minor Computer Hardware	1,466	3,000	(1,534)	30,765	24,000	6,765	36,000
Intangible right to use SBITA - GASB96	7,376	7,490	(114)	59,281	59,960	(679)	90,000
Software Maintenance & Support	(86,315)	62,050	(148,365)	253,015	489,470	(236,455)	753,000
Systems Total	(38,869)	106,540	(145,409)	613,464	834,660	(221,196)	1,296,000
DEPRECIATION							
Depreciation Expense	152,075	85,980	66,095	1,218,505	689,960	528,545	1,034,000
BOARD OF RETIREMENT							
Board Compensation	1,900	2,200	(300)	14,600	19,000	(4,400)	28,000
Board Conferences & Training	4,656	1,500	3,156	111,775	135,000	(23,225)	202,000
Board Election							49,000
Board Employer Reimbursement	32,490	32,490		247,220	259,920	(12,700)	391,000
Board Miscellaneous Expense	476	1,010	(534)	6,499	8,580	(2,081)	13,000
Board Software Maint. & Support	1,379	1,350	29	10,899	10,800	99	16,000
Board Strategic Planning							8,000
Board of Retirement Total	40,901	38,550	2,351	390,993	433,300	(42,307)	707,000
UNCOLLECTABLE BENEFIT PAYMENTS							78,000
GRAND TOTALS	<u>\$1,798,003</u>	<u>\$1,999,460</u>	<u>(\$201,457)</u>	<u>\$17,029,324</u>	<u>\$16,708,830</u>	<u>\$320,494</u>	<u>\$25,302,000</u>



MEMORANDUM TO THE RETIREES COMMITTEE AND BOARD OF RETIREMENT

DATE: October 01, 2025

TO: Members of the Retirees Committee and Board of Retirement

FROM: Erica Haywood, Fiscal Services Officer DS
EH

SUBJECT: Statement of Reserves and Supplemental Retiree Benefits Reserve (SRBR) Status as of June 30, 2025

The Statement of Reserves as of June 30, 2025, is attached for your review. The semi-annual interest crediting as of June 30, 2025, was completed on August 21, 2025.

For the six-month period ended June 30, 2025, approximately \$429.7 million of total interest (\$417.4 million in regular earnings and \$12.3 million in excess earnings) was credited to all the valuation reserve accounts, including the 401(h) account, the advanced UAAL contribution reserve and the SRBR.

- Regular earnings of \$417.4 million were credited to the valuation reserve accounts, the 401(h) account, and the SRBR at crediting rate of 3.5000% and the advance UAAL contribution reserve was credited at rate of 2.8369%; a lower rate compared to all other reserves due to the exclusion of \$190.0 million in available earnings deferred prior to June 30, 2021.
- 50% of the \$12.3 million earnings above the assumed rate of return (excess earnings) or \$6.2 million were posted to SRBR at the crediting rate of 0.5055%.
- The remaining 50% of the earnings above the assumed rate of return (excess earnings) or \$6.1 million were posted to the valuation reserve accounts and the 401(h) account at a crediting rate of 0.0603%. There was no excess earning crediting to the advance UAAL contribution reserve as the reserve is not eligible to share crediting from earnings that were deferred on or before June 30, 2021, interest crediting cycle.

The total interest crediting rates were 3.5603% to the valuation reserve accounts and the 401(h) account, 4.0055% to the SRBR and 2.8369% to the advance UAAL contribution reserve (see table below).

Earnings Classification	Valuation Reserve & 401(h) Accounts		SRBR		Advance UAAL Contribution Reserve	
	Amount	Rate	Amount	Rate	Amount	Rate
Regular Earnings	\$356,258,901	3.5000%	\$ 42,501,100	3.5000%	\$ 18,624,177	2.8369%
Excess Earnings	6,138,906	0.0603%	6,138,906	0.5055%	-	0.0000%
Total Interest Credited	\$362,397,807	3.5603%	\$ 48,640,006	4.0055%	\$ 18,624,177	2.8369%

The process for crediting interest as of June 30, 2025, is presented in the table below. Note that for this semi-annual interest crediting period, the Contingency Reserve Account (CRA) was adjusted to 1% of total assets, \$133.4 million as of June 30, 2025. There were no subsequent withdrawals from the CRA.

Interest Crediting Methodology as of June 30, 2025	
Expected Actuarial Earnings for the period	\$ 419,144,829.39
10 % Amortization of deferred amounts – (Sum of the last 10 periods)	112,664,280.99
Actuarial earnings on a smoothed basis	531,809,110.38
CRA adjustment to 1% of total assets as of 6/30/2025	(102,147,120.14)
Actuarial earnings available for interest crediting @ 3.5000% & 2.8369%	429,661,990.24
CRA usage to cover the interest crediting shortfall	0.00
Total amount available for interest crediting @ 3.5000% & 2.8369%	\$ 429,661,990.24
Interest credited at a rate of 3.5000% to Valuation Reserves and 401(h) Account	356,258,900.94
Interest credited at a rate of 3.5000% to SRBR	42,501,099.76
Interest credited at the rate of 2.8369% to the advance UAAL Contribution Reserve	18,624,176.93
Excess Earnings - Earnings above the assumed rate of return	\$ 12,277,812.61
50% of Excess Earning credited to the SRBR at the rate of 0.5055%	\$ 6,138,906.31
Excess Earning credited to the other reserves at the rate of 0.0603%	\$ 6,138,906.30
Excess Earning credited to the advance UAAL contribution reserve at the rate of 0.0000%	\$ 0.00

There was a market **gain** of approximately \$874.5 million for the six-month period ended June 30, 2025, which was higher than the expected actuarial earnings of approximately \$419.1 million. As a result, \$455.4 million in **gains** were added to the market stabilization reserve (the difference between the actual market gain/loss and the expected actuarial earnings). In addition, \$112.7 million in net **gains** from the previous ten (10) interest crediting cycles were recognized in the current interest crediting period. Thus, the market stabilization reserve increased from net deferred **losses** of \$82.6 million as of December 31, 2024, to \$260.1 million in deferred **gains** as of June 30, 2025. On June 27, 2025, ACERA received advance UAAL contribution of \$400 million from Alameda County to pay down the General membership UAAL. The \$400 million will be eligible to receive interest beginning with the December 31, 2025, interest crediting cycle.

Supplemental Retiree Benefits Reserve (SRBR)

The interest credited to the SRBR for the six-month period ended June 30, 2025, was approximately \$42.5 million in regular earning and \$6.1 million in excess earnings.

- For the six-month period ended June 30, 2025, the net deductions from SRBR were approximately \$28.8 million. These deductions include the net transfer to/from the employer advance reserve for 401(h) contributions of \$25.6 million, transfer to the employer advance reserve for implicit subsidy of \$2.4 million, and payments of supplemental COLA and retired death benefits of \$0.8 million.

Attachments:

- Statement of Reserves as of June 30, 2025
- SRBR Status as of June 30, 2025

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
STATEMENT OF RESERVES
For the Six Months Ended June 30, 2025

	Beginning Balances 1/1/2025	Net Contributions Benefits, Refunds & Transfers 1/1 - 6/30/2025	Transfer Employers UAAL Adv Rsrv	Interest Crediting Process 1/1 - 6/30/2025 (3.5000%)	Allocation of Excess Earnings 1/1 - 6/30/2025 (0.0603%)	Ending Balances 6/30/2025
Member Reserves:						
Active Member Reserves	\$ 2,008,299,722	\$ (27,546,702)	\$ -	\$ 65,715,301 ¹	1,132,379 ¹	\$ 2,047,600,700
Employer Advance Reserve	2,070,631,690	(11,951,103)	32,835,779	67,387,443	1,161,193	2,160,065,002
401(h) Account - OPEB	10,521,170	(796,326)	-	368,241	6,345	10,099,430
Total Employer Reserves	2,081,152,860	(12,747,429)	32,835,779	67,755,684 ¹	1,167,538 ¹	2,170,164,432
Retired Member Reserves	6,125,424,668	(51,145,040)	10,315,766	222,787,916 ¹	3,838,989 ¹	6,311,222,300
Supplemental Retiree Benefits Reserve	1,214,317,136	(28,831,817)		42,501,100 ¹	6,138,906 ¹	1,234,125,325
Contingency Reserve	31,267,714			102,147,120 ²		133,414,834
Market Stabilization Reserve	(82,595,530)				342,642,777	260,047,247
Total All Other Reserves and SRBR	11,377,866,570	(120,270,988)	43,151,545	500,907,121	354,920,590	12,156,574,838
Advance UAAL Contribution Reserve						
County-Safety UAAL Advance Reserve	645,338,735	-	(42,653,430)	18,307,866 ¹	- ¹	620,993,171
LARPD-General UAAL Advance Reserve	11,149,742	-	(498,115)	316,311 ¹	- ¹	10,967,938
County-General UAAL Advance Reserve	-	400,000,000	-	- ¹	- ¹	400,000,000
Total Reserves at Fair Value / Fiduciary Net Position	\$ 12,034,355,047	\$ 279,729,012	\$ -	\$ 519,531,298	\$ 354,920,590	\$ 13,188,535,947

Notes: 1. Interest credited as of 6/30/25 includes \$417,384,178 of regular earnings allocation at crediting rates of 3.500% to the SRBR and all other non-SRBR reserves; and at 2.8369% to the UAAL advance reserves. Excess earnings of \$12,277,813 were allocated at a rate of 0.5055% and 0.0603% to the SRBR and all other non-SRBR reserves, respectively. There was no excess earnings allocation to the UAAL advance reserves.

2. Amount includes an increase of the CRA by \$102,147,120 to adjust the balance at 1% total assets as of 6/30/25. After CRA was restored to 1% total assets, there was no subsequent withdrawal of funds from the CRA.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
SUPPLEMENTAL RETIREE BENEFITS RESERVE (SRBR)
For the Ten Years Ended December 31, 2015 - December 31, 2024 and Six Months Ended June 30, 2025

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	6/30/2025
Beginning Balance	\$ 789,826,877	\$ 853,842,371	\$ 874,385,246	\$ 893,770,614	\$ 919,488,617	\$ 924,709,823	\$ 931,754,157	\$ 1,131,048,474	\$ 1,168,608,503	\$ 1,186,387,821	\$ 1,214,317,136
Deductions:											
Transferred to Employers Advance Reserve	36,528,264	33,818,832	38,327,914	43,777,409	44,858,371	45,456,100	46,772,130	47,476,858	49,339,096	51,852,028	26,671,452
Employers Implicit Subsidy	5,320,953	6,021,451	8,787,596	5,800,563	6,899,139	6,446,702	7,484,411	5,593,922	7,842,215	4,037,312	2,453,953
Supplemental Cost of Living	1,555,924	1,350,784	1,231,500	1,134,613	1,181,244	1,116,523	932,177	943,290	1,134,334	1,242,635	628,441
Death Benefit - Burial - SRBR	213,909	187,081	187,060	196,576	216,834	230,747	256,683	240,383	228,463	379,459	132,471
ADEB (Active Death)	-	-	-	-	-	-	-	-	-	-	-
Total Deductions	43,619,050	41,378,148	48,534,070	50,909,161	53,155,588	53,250,072	55,445,401	54,254,453	58,544,108	57,511,434	29,886,317
Additions:											
Interest Credited to SRBR	62,722,797	60,730,023	66,715,938	64,827,682	57,022,294	58,878,406	69,152,162	79,407,948	74,612,926	83,483,749	42,501,100
Excess Earnings Allocation	43,770,247	-	-	10,574,982	-	-	184,050,056	10,749,534	-	-	6,138,906
Transferred from Employers Advance Reserve	1,141,500	1,191,000	1,203,500	1,224,500	1,354,500	1,416,000	1,537,500	1,657,000	1,710,500	1,957,000	1,054,500
Total Additions	107,634,544	61,921,023	67,919,438	76,627,164	58,376,794	60,294,406	254,739,718	91,814,482	76,323,426	85,440,749	49,694,506
Ending Balance	\$ 853,842,371	\$ 874,385,246	\$ 893,770,614	\$ 919,488,617	\$ 924,709,823	\$ 931,754,157	\$ 1,131,048,474	\$ 1,168,608,503	\$ 1,186,387,821	\$ 1,214,317,136	\$ 1,234,125,325


Notes
Amounts are rounded to the nearest dollar and include <\$1 rounding differences.



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: October 16, 2025

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager 

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

The County of Alameda (County) requested that new pay code 43H – Cybersecurity/AI Oversight be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation.” This new pay code establishes a footnote for one employee in the classification of Assistant Chief Information Officer in the Information Technology Department (ITD) (Job Code 1845): 10% of the base pay when assigned countywide cybersecurity, Artificial Intelligence (AI) governance and multiple ITD division oversight. This additional compensation is retroactive to August 3, 2025.

This is an increase to base pay and it does not fall under any of the exclusions for “compensation earnable” so it is included in “compensation earnable.” It is excluded from “pensionable compensation” because it is paid to only one employee.

Staff informed the County that its determination will be included on the Board’s Consent Calendar for its October 16, 2025, meeting. If this item is not pulled from the Consent Calendar for discussion, then the Board will approve Staff’s determination to include pay code 43H – Cybersecurity/AI Oversight as “compensation earnable” under Government Code Section 31461 (for Legacy members) and exclude it from “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 *REVISED*

Employer Name:	County of Alameda
Date of Request	09/30/25
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)	43H – Cybersecurity/AI Oversight
Pay Item Effective Date per authorization:	10/12/25
State if additional documentation is attached	Yes – Board Letter

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

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

RESPONSE #1: 1845 – Assistant Chief Information Officer

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

RESPONSE #2: Full Time

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

RESPONSE #3: Not to exceed one employee

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: Percentage – 10% of 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: 40.0 Hour Work Week

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: Biweekly

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

RESPONSE #17: Board Letter/Salary Ordinance

- iii. Amend Article 3, Section 3-20 (Information Technology Department), to add new subsection 3-20.12 to establish a footnote for one (1) employee in the classification of Assistant Chief Information Officer (Assistant CIO) (JC 1845) in the Information Technology Department (ITD) when assigned countywide cybersecurity, Artificial Intelligence (AI) governance and multiple ITD division oversight, shall receive an additional 10% compensation of the base pay retroactive to 8/3/25. Includes non-substantive language cleanup for clarity and consistency throughout Section 3-20 (Information Technology Department)

3-20.12 – Effective August 3, 2025, not to exceed one (1) employee in JC 1845 when assigned by the Chief Information Officer the responsibility for countywide cybersecurity, Artificial Intelligence governance and oversight while concurrently managing multiple divisions within the Information Technology Department. This assignment involves significant countywide operational scope and requires elevated responsibility, strategic leadership, and substantial cross-departmental coordination shall receive an additional ten percent (10%) in compensation of the base pay.

SECOND READING - CONTINUED FROM 9/9/25

AGENDA NO. _____ September 9, 2025



Lakeside Plaza Building
1401 Lakeside Drive, Suite 200
Oakland, CA 94612-4305

September 9, 2025

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

SUBJECT: ADOPT: 1) AN ORDINANCE AMENDING THE 2023-2027 ACMEA GG MOU FOR THE ACCRETION OF JCS 0204, 3107, & 3108; & 2) SALARY ORDINANCE AMENDMENTS TO UPDATE 1-1.1 TO UPDATE REP UNITS FOR SAID JCS, ESTABLISH JCS 0406, 8725, & 4999, UPDATE MGMT DESIGNATION FOR JCS 8723 & 8724 & SALARY FOR JCS 4140 & 0601; & UPDATE 3-17.36 & 3-20

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance amending the June 25, 2023 through July 3, 2027 Memorandum of Understanding ("MOU") between the Alameda County Management Employees Association General Government Unit ("ACMEA") and the County of Alameda ("County") to add three (3) classifications of 1) Management Associate II (Job Code ("JC") 0204), 2) Holistic Defense Mitigation Specialist II (JC 3107), and 3) Holistic Defense Mitigation Specialist III (JC 3108) into Representation Unit ("Rep Unit") R15, effective September 28, 2025.
- B. Adopt Salary Ordinance ("SO") amendments to:
 - i. Update Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to 1) update the Rep Units for the classifications of Management Associate II (JC 0204), Holistic Defense Mitigation Specialist II (JC 3107) and Holistic Defense Mitigation Specialist III (JC 3108) from U15 to R15 effective September 28, 2025 and add the future salary rates based on the negotiated general wage increases in the ACMEA MOU of four percent (4%) effective December 21, 2025 and additional four percent (4%) effective December 20, 2026; 2) establish three (3) new classifications of Senior Crime Analyst (JC 0406) and Emergency Services Manager (JC 8725) located in the Alameda County Sheriff's Office ("ACSO"), and Crisis Services System of Care Director (JC 4999) located in Alameda County Health ("AC Health") effective September 28, 2025; 3) update the management designation for the classifications of Senior Emergency Services Coordinator (JC 8723) and Emergency Services Supervisor (JC 8724); and 4) update the salaries for the classifications of Librarian II (JC 4140) (Steps 2 and 5) retroactive to August 3, 2025 and Management Consultant (JC 0601) to increase the minimum salary rate to twice the State of California ("State") minimum wage to meet the salary threshold test for classifications exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") retroactive to January 1, 2025;
 - ii. Amend Article 3, Section 17 (Sheriff's Department), subsection 3-17.36, to establish salary administration criteria for the new classifications of Senior Crime Analyst (JC 0406) and Emergency Services Manager (JC 8725) effective September 28, 2025; and
 - iii. Amend Article 3, Section 3-20 (Information Technology Department), to add new subsection 3-20.12 to establish a footnote for one (1) employee in the classification of Assistant Chief Information Officer ("Assistant CIO") (JC 1845) in the Information Technology Department ("ITD") when assigned countywide cybersecurity, Artificial Intelligence ("AI") governance and multiple ITD division oversight, shall receive an additional 10% compensation of the base pay retroactive to August 3, 2025. Includes non-substantive

An Equal Opportunity Employer

language cleanup for clarity and consistency throughout Section 3-20 (Information Technology Department).

DISCUSSION/SUMMARY:

In July 2025, the Human Resource Services ("HRS") Department received accretion authorization petitions from 60% of Management Associate II (JC 0204), 66.6% of Holistic Defense Mitigation Specialist II (JC 3107), and 85.7% of Holistic Defense Mitigation Specialist III (JC 3108) incumbents seeking representation by ACMEA. Staff reviewed the petitions and determined representation by ACMEA was appropriate, notified all impacted incumbents that their classifications will be placed into Rep Unit R15, and received no responses within the required timeframe requesting placement in a different Rep Unit. Subsequently staff notified ACMEA to confirm such recommendation will be made to your Board.

As such, staff recommend amending: 1) the June 25, 2023 through July 3, 2027 ACMEA MOU to include the classifications referenced above into Rep Unit R15 effective September 28, 2025, and 2) the SO subsection 1-1.1 by updating the Rep Unit accordingly, effective the same date, and adding the future salary rates based on the negotiated general wage increases outlined in the ACMEA MOU of four percent (4%) effective December 21, 2025 and additional four percent (4%) effective December 20, 2026.

As part of an internal review, staff determined that the minimum salary for the Management Consultant classification (JC 0601), which is FLSA-exempt, falls below twice the State minimum wage of \$33.00 per hour (\$2,640.00/biweekly). Accordingly, staff recommend increasing the minimum salary rate for this classification to \$33.00 per hour (\$2,640.00/biweekly), retroactive to January 1, 2025, to maintain compliance with FLSA exemption requirements.

In addition, the HRS Department received requests from two (2) different departments to create departmental-unique classifications to perform new and permanent duties in support of business operations. The first request is from ACSO to create two (2) new classifications of Senior Crime Analyst (JC 0406) and Emergency Services Manager (JC 8725). The Senior Crime Analyst (JC 0406) classification will support the Eden Township Substation Real Time Information Center, and provides real-time information to enhance officer safety, connect criminal activity, and assist with on-going investigations. Additionally, the Senior Crime Analyst will supervise Crime Analysts and oversee the day-to-day operations of the center. The Emergency Services Manager (JC 8725) classification for the Office of Emergency Services will oversee the development and exercise of the County's emergency plans, including the Emergency Operations Plan and its annexes. This is a single position classification that provides strategic guidance, training, and support to the County's agencies/departments related to Emergency Operations Center activities, and coordinates response efforts with Operational Area cities and special districts. The Civil Service Commission approved the job specifications on February 5, 2026, and July 23, 2025, respectively.

Staff conducted external salary surveys of the five (5) surrounding Bay Area counties and did not find any comparable matches for the two (2) new classifications. As a result, staff propose establishing the new salaries based on internal relationships for the classifications of Senior Crime Analyst (JC 0406) and Emergency Services Manager (JC 8725) to be set at 15% above their respective subordinate classifications of Crime Analyst (JC 0405) and Emergency Services Supervisor (JC 8724). The County met and conferred with the ACMEA – Sheriff's Non-Sworn Unit 029 ("ACMEA Unit 029") and ACMEA Unit 029 concurs with the proposed salaries for both classifications. Therefore, staff recommend that your Board approve the proposed salaries as outlined in the attached SO amendment. In addition, staff recommend amending subsection 3-17.36 of the SO to establish salary administration criteria for the new classifications of Senior Crime Analyst (JC 0406) and Emergency Services Manager (JC 8725) effective September 28, 2025.

The second request is from AC Health to create the unrepresented classification of Crisis Services System of Care Director (JC 4999). This position will provide leadership and oversight for the fourth System of Care program within the Behavioral Health Department. The incumbent will manage a critical service area that delivers community-based crisis intervention for both children and adults with mental health and/or substance abuse disorders. This role carries unique and complex responsibilities, including ensuring compliance with legislative mandates and state and federal

rules and regulations related to clients experiencing mental health and/or substance-related crises. Staff conducted an external salary survey of the five (5) surrounding Bay Area counties and did not find any comparable matches. As a result, staff propose the salary for this new classification be set at five percent (5%) above the salaries of the Director, Adult/Older Adult System of Care, Behavioral Health (JC 5091) and Director, Child/Young Adult System of Care, Behavioral Health (JC 5069) given the heightened complexity and scope of crisis services oversight. Therefore, staff recommend that your Board approve the proposed salary as outlined in the attached SO amendment.

Furthermore, staff recommends updating the management designations for the classifications of 1) Senior Emergency Services Coordinator (JC 8724) from Supervisory Management ("SM") to Professional Administrator ("PA") and 2) Emergency Services Supervisor (JC 8725) from PA to SM. Staff met and conferred with ACMEA Unit 029 and they concur with the update. As such, staff recommend your Board approved the management designation updates as outlined in the attached SO amendment.

In addition, on July 8, 2025, your Board approved the salary adjustment for the classification of Librarian II (JC 4140) classification, and staff recommend updating Steps 2 and 5 of the salary rates retroactive to August 3, 2025 as reflected in the attachment SO amendment.

Lastly, at the request of ITD, staff recommend establishing a footnote for the Assistant CIO (JC 1845) classification. ITD relies heavily on the Assistant CIO to support the CIO and provide leadership in ITD, including responsibility in countywide cybersecurity, AI governance and oversight, and management of multiple divisions within ITD. As such, staff determined that a footnote of 10% additional compensation of the base salary for one (1) employee is warranted when assigned the additional duties outlined above. Staff recommend adding a new subsection 3-20-12 to the SO retroactive to August 3, 2025, as well as general cleanup in Section 3-20 as referenced in the attached SO amendment.

SELECTION CRITERIA:

N/A

FINANCING:

Funds are available in the 2025-2026 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendation(s), as applicable.

VISION 2036 GOAL:

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

Very truly yours,

DocuSigned by:

24C63D8E074A48D...

Margarita Zamora
Director of Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Interim Director, Alameda County Health
Public Defender
Director, ITD
County Librarian
Sheriff

Ordinance No.

By Kristy van Herick
Kristy van Herick, Assistant County Counsel

AN ORDINANCE AMENDING
THE JUNE 25, 2023 THROUGH JULY 3, 2027
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION
(GENERAL GOVERNMENT UNIT)
AND THE
COUNTY OF ALAMEDA

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

SECTION I

Appendix A – Classification and Salary Listing By Bargaining Unit in the June 25, 2023 through July 3, 2027 Memorandum of Understanding between the Alameda County Management Employees Association (General Government Unit) and the County of Alameda, applicable to employees in Representation Units R15 is hereby amended by the addition thereto of the following job code, title, and salary, to be effective on the dates below.

Item	MC	Classification Title	Eff Date	Unit Code	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	FLSA Status
0204	PA	Management Associate II	09/28/2025	U45 R15	3,125.60				4,038.40		X
0204	PA	Management Associate II	12/21/2025	R15	3,250.40				4,200.00		X
0204	PA	Management Associate II	12/20/2026	R15	3,380.80				4368.00		X
3107	PA	Holistic Defense Mitigation Specialist II	09/28/2025	U45 R15	3,918.40	4,114.40	4,320.00	4,536.00	4,763.20		X
3107	PA	Holistic Defense Mitigation Specialist II	12/21/2025	R15	4,075.20	4,279.20	4,492.80	4,717.60	4,953.60		X
3107	PA	Holistic Defense Mitigation Specialist II	12/20/2026	R15	4238.40	4,450.40	4,672.80	4,906.40	5,152.00		X
3108	PA	Holistic Defense Mitigation Specialist III	09/28/2025	U45 R15	4,310.40	4,525.60	4,752.00	4,989.60	5,239.20		X
3108	PA	Holistic Defense Mitigation Specialist III	12/21/2025	R15	4,483.20	4,706.40	4,942.40	5,188.80	5,448.80		X
3108	PA	Holistic Defense Mitigation Specialist III	12/20/2026	R15	4,662.40	4894.40	5140.00	5,396.00	5,666.40		X

SECTION II

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.

By Kristy van Herick
Kristy van Herick, Assistant County Counsel

Ordinance No.

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2025-2026
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 outlined below:

Item	MC	Classification Title	Eff Date	Unit Code	Level 1	Level 2	Level 3	Level 4	Level 5	FLSA Status
0204	PA	Management Associate II	9/28/2025	U45 R15	3,125.60				4,038.40	X
0204	PA	Management Associate II	12/21/2025	R15	3,250.40				4,200.00	X
0204	PA	Management Associate II	12/20/2026	R15	3,380.80				4368.00	X
0601	PA	Management Consultant	1/1/2025	U15	2,249.60 2,640.00				12,412.00	X
3107	PA	Holistic Defense Mitigation Specialist II	9/28/2025	U45 R15	3,918.40	4,114.40	4,320.00	4,536.00	4,763.20	X
3107	PA	Holistic Defense Mitigation Specialist II	12/21/2025	R15	4,075.20	4,279.20	4,492.80	4,717.60	4,953.60	X
3107	PA	Holistic Defense Mitigation Specialist II	12/20/2026	R15	4238.40	4,450.40	4,672.80	4,906.40	5,152.00	X
3108	PA	Holistic Defense Mitigation Specialist III	9/28/2025	U45 R15	4,310.40	4,525.60	4,752.00	4,989.60	5,239.20	X
3108	PA	Holistic Defense Mitigation Specialist III	12/21/2025	R15	4,483.20	4,706.40	4,942.40	5,188.80	5,448.80	X
3108	PA	Holistic Defense Mitigation Specialist III	12/20/2026	R15	4,662.40	4894.40	5140.00	5,396.00	5,666.40	X
4999	SM	Crisis Services System of Care Director	9/28/2025	U45	6,768.00	7,106.40	7,461.60	7,834.40	8,226.40	X
0406	SM	Senior Crime Analyst	9/28/2025	029	3,995.20				5,099.20	X
0406	SM	Senior Crime Analyst	6/7/2026	029	4,155.20				5,303.20	X
0406	SM	Senior Crime Analyst	6/6/2027	029	4,321.60				5,515.20	X
8723	SM PA	Senior Emergency Services Coordinator	9/28/2025	029	3,768.00				4,581.60	X
8724	PA SM	Emergency Services Supervisor	9/28/2025	029	4,364.00				5,527.20	X
8725	SM	Emergency Services Manager	9/28/2025	029	5,229.60				6,356.00	X
8725	SM	Emergency Services Manager	6/7/2026	029	5,438.40				6,610.40	X
8725	SM	Emergency Services Manager	6/6/2027	029	5,656.00				6,875.20	X

Item	MC	Classification Title	Eff Date	Unit Code	Level 1	Level 2	Level 3	Level 4	Level 5	FLSA Status
4140	NM	Librarian II	8/3/2025	011		3442.23 3412.50	3581.25	3748.50	3828.50 3928.50	N

SECTION II

Article 3, Section 3-17, Subsection 3-17.36 of the County of Alameda Salary Ordinance is hereby amended to read as follows:

3-17.36 – Employees in Job Codes 0406, 1289, 1290, 8549N, 8561N, 8724, 8725, 8751N, 8756 and 8758 may be compensated at any biweekly amount in the salary range for that classification as determined by the Sheriff.

SECTION III

Article 3, Section 3-20 of the County of Alameda Salary Ordinance is hereby amended, including the addition of subsection 3-20.12 to read as follows:

3-20.1 – Not to exceed ten (10) persons ~~employees occupying positions under in~~ Job Code ("JC") 1812 and only when assigned in writing by an employee in a Computer Operations JC 1833 to provide Manager either lead responsibilities over other employees in JCs 1811, 1812, 1809, and 1810 Computer Operators I/II and Data Processing Technicians I/II or when assigned lead responsibilities in functional areas including teleprocessing and major special projects, shall receive an additional 5 percent (5%) compensation of the base pay.

3-20.3 – Not to exceed one (1) person ~~employee occupying a position under in~~ Job Code 1813 ~~SM~~ when assigned supervisory responsibilities over staff assigned to the Teleprocessing Unit or batch day shift operations, shall receive an additional 5 percent (5%) compensation of the base pay.

3-20.5 – The salary level, within the range of salaries shown, for the incumbent of Job Code 1849 ~~SE (Director, Information Technology Department)~~ shall be determined by the County Administrator. It is further provided that the salary shall not be subject to the Five Step Plan nor to general adjustments prescribed for other County employees.

3-20.6 – Not to exceed one (1) person ~~employee under in~~ Job Code 1835 ~~SM~~ when assigned a project of major or countywide scope with costs and consequences of greater impact and magnitude than normal for this class shall receive an additional 10 percent (10%) compensation of the base pay. When the project is completed or otherwise terminated the compensation authorized by this note will cease.

3-20.8 – Effective May 8, 2006, ~~The person~~ ~~employee occupying the position under in~~ Job Code 1849 ~~SE~~ when designated to serve in Job Code JC 1005 ~~SE~~ shall be compensated an additional twenty-five percent (25%) of the base pay, effective May 8, 2006.

3-20.9 – Effective July 7, 2013, ~~person~~ ~~employees occupying positions under in~~ Job Codes 9280 ~~NM, Telecom Technician~~ and 9286 ~~SM, Senior Telecom Technician~~, shall be compensated at the rate of one-fifth (1/5th) pay when assigned to standby duty between the hours of 5:00 p.m. Friday and 8:00 a.m. Monday.

3-20.10 – ~~Effective September 29, 2013, not to exceed three persons under Job Code 1826 MA when assigned to oversee multi-year projects involving several resources with varied technical and functional skill sets and acting as the system architect for the large system shall be compensated up to an additional 10 percent, as determined by the Director of the Information Technology Department.~~

Effective October 8, 2017, not to exceed four ~~(4) person employees under in Job Codes~~ 1868PA and Job Code-1836PA when assigned to oversee multi-year projects involving several resources with varied technical and functional skill sets and acting as the system architect for the large system shall be compensated up to an additional 10 percent (10%) of the base pay, as determined by the ~~Director of the Information Technology Department~~ Chief Information Officer. ~~Additionally, Effective August 28, 2016 Job Code 1826MA shall no longer be eligible to receive the additional compensation provided by this footnote provision.~~

3-20.12 – Effective August 3, 2025, not to exceed one (1) employee in JC 1845 when assigned by the Chief Information Officer the responsibility for countywide cybersecurity, Artificial Intelligence governance and oversight while concurrently managing multiple divisions within the Information Technology Department. This assignment involves significant countywide operational scope and requires elevated responsibility, strategic leadership, and substantial cross-departmental coordination shall receive an additional ten percent (10%) in compensation of the base pay.

SECTION IV


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



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: October 16, 2025

TO: Members of the Board of Retirement

FROM: Sandra Dueñas-Cuevas, Benefits Manager, ACERA 

SUBJECT: **Exclusion of Pay Code NP– 374A from “Compensation Earnable” and “Pensionable Compensation” – Superior Court**

The Superior Court requested that pay code Personal Holiday Payout NP– 374A be reviewed to determine whether it qualifies as “compensation earnable” and “pensionable compensation.” This pay code is for accrued unused Personal Holiday leave, and it is paid as a one-time payment upon termination in a final paycheck.

Staff and Chief Counsel reviewed the supporting documentation (attached) and determined that the pay code does not qualify as “compensation earnable” (Legacy members) or as “pensionable compensation” (PEPRA members). The payments are excluded from “compensation earnable,” per Gov’t Code § 31461(b)(4), because they are payable only at termination. They are excluded from “pensionable compensation,” per Gov’t Code § 7522.34(c)(5), which excludes all payments for “unused vacation, annual leave, personal leave, sick leave, or compensatory time off.”

Staff informed the County that its determination will be included on the Board’s Consent Calendar for its October 16, 2025, meeting. If this item is not pulled from the Consent Calendar for discussion, then the Board will approve Staff’s determination to exclude pay item/code Personal Holiday Payout NP– 374A from “compensation earnable” under Government Code Section 31461 (for Legacy members) and “pensionable compensation” under Government Code Section 7522.34 (for PEPRA members).

Attachments

Attachment 1

RESPONSES TO REQUEST FOR REVIEW: NEW PAY ITEM/CODE:

“Personal Holiday Payout – NP” (Workday code 374A)

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

All Job Codes listed below may receive this pay item.

4920 – Accountant
5010 - Administrative Specialist, Confidential
4657 – Administrator
5026 – ASL Interpreter
4978 - Assistant Administrative Analyst
4993 – Assistant Division Director
4802 – Assistant Executive Officer
5003 - Associate Analyst
4879 – Attorney, Self Help Services
5001 – Business Analyst II
5029 – Certified Deaf Interpreter (CDI)
4881 – Child Custody Recommending Counselor
9050 - Commissioner
4863 - Court Attendant
4900 – Court Interpreter
4788 – Court Interpreter, Intermittent Part-Time
4866 - Court Reporter
5013 - Court Reporter (Certified Realtime – In House)
4991 - Court Reporter (CRR)
4918 – Court Supervisor
4857 - Courtroom Clerk I
4858 - Courtroom Clerk II
9054 – Deputy Administrator
5008 – Director
4906 – Director, Finance
4927- Director, Human Resources
5011 – Division Chief
4826 – Division Secretary (Confidential)
5009 – Emergency Services Coordinator
9059 – Emergency Services Coordinator Trainee
5017 – Emergency Services Manager

4837 – Executive Assistant
9030 – Executive Officer
5007 – Facilities Manager
4917 – Facilities Services Coordinator
4915 - Facilities Specialist
5016 – Finance Manager
4824 - Financial Hearing Officer
4821 - Fiscal Services Specialist
4951 – General Counsel
5028 – HRIS Administrator
5004 – HRIS Analyst
4831 – Human Resources Analyst I
4832 – Human Resources Analyst II
4839 – Human Resources Manager
4882 – Information Technology Director
4939 – Information Technology Manager
4926 – Interpreter Services Manager
4892 – Investigator
4889 – IT Business Solutions Manager
5015 – IT Project Manager
4965 – Jury Services Supervisor
4928 - JusticeCorps Specialist
4785 – Juvenile Dependency Mediation Counselor
4945 - Legal Processing Assistant
5014 - Legal Processing Assistant – Probationary
4941 - Legal Processing Specialist
4897 – Legal Research Attorney
4932 – Library Coordinator
4835 – Management Analyst
9060 – Management Analyst (Confidential)
4964 – Managing Attorney
4985 – Managing Court Reporter
4994 – Managing Family Court Counselor
4930 – Network & Communications Systems Analyst
4847 – Network Services Analyst
5025 - Operations Training Specialist
9061 – Payroll Specialist I
4996 – Payroll Specialist II
4838 – Principal Analyst
5012 – Probate Court Manager

4895 - Probate Examiner
5019 – Procurement and Contracts Analyst
4875 - Program Assistant
4797 – Program Coordinator
4795 – Program Specialist
5022 – Public Information Officer
5020 – Risk Manager
4809 - Self-Help & Family Law Facilitator's Analyst
4921 – Senior Accountant
4999 - Senior Attorney (Confidential)
5018 – Senior Attorney, Self-Help & Family Law
4983 – Senior Fiscal Services Specialist
5023 – Senior Investigator
5027 – Senior IT Manager
5024 - Senior Probate Examiner
4893 – Sr. Network Administrator
4912 – Sr. Research Attorney
4914 – Sr. Software Analyst
4871 - Sr. Support Assistant
4884 – Sr. Systems Analyst
4846 – Sr. Technology Specialist
4872 – Substance Abuse Treatment Specialist II
4980 – Supervising Family Court Counselor
4898 – Supervising Legal Research Attorney
4843 - Technology Specialist
4933 – Treatment Court Manager
4896 – Unix Administrator

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

Full-time, part-time and provisional employees (excluding Per Diems and SANs) are eligible for Personal Holiday Payout, unless the Presiding Judge and/or Court Executive Officer determines otherwise.

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

All employees in the job codes listed below are eligible to receive this pay item.

4920 – Accountant

5010 - Administrative Specialist, Confidential
4657 – Administrator
5026 – ASL Interpreter
4978 - Assistant Administrative Analyst
4993 – Assistant Division Director
4802 – Assistant Executive Officer
5003 - Associate Analyst
4879 – Attorney, Self Help Services
5001 – Business Analyst II
5029 – Certified Deaf Interpreter (CDI)
4881 – Child Custody Recommending Counselor
9050 - Commissioner
4863 - Court Attendant
4900 – Court Interpreter
4788 – Court Interpreter, Intermittent Part-Time
4866 - Court Reporter
5013 - Court Reporter (Certified Realtime – In House)
4991 - Court Reporter (CRR)
4918 – Court Supervisor
4857 - Courtroom Clerk I
4858 - Courtroom Clerk II
9054 – Deputy Administrator
5008 – Director
4906 – Director, Finance
4927- Director, Human Resources
5011 – Division Chief
4826 – Division Secretary (Confidential)
5009 – Emergency Services Coordinator
9059 – Emergency Services Coordinator Trainee
5017 – Emergency Services Manager
4837 – Executive Assistant
9030 – Executive Officer
5007 – Facilities Manager
4917 – Facilities Services Coordinator
4915 - Facilities Specialist
5016 – Finance Manager
4824 - Financial Hearing Officer
4821 - Fiscal Services Specialist
4951 – General Counsel
5028 – HRIS Administrator

5004 – HRIS Analyst
4831 – Human Resources Analyst I
4832 – Human Resources Analyst II
4839 – Human Resources Manager
4882 – Information Technology Director
4939 – Information Technology Manager
4926 – Interpreter Services Manager
4892 – Investigator
4889 – IT Business Solutions Manager
5015 – IT Project Manager
4965 – Jury Services Supervisor
4928 - JusticeCorps Specialist
4785 – Juvenile Dependency Mediation Counselor
4945 - Legal Processing Assistant
5014 - Legal Processing Assistant – Probationary
4941 - Legal Processing Specialist
4897 – Legal Research Attorney
4932 – Library Coordinator
4835 – Management Analyst
9060 – Management Analyst (Confidential)
4964 – Managing Attorney
4985 – Managing Court Reporter
4994 – Managing Family Court Counselor
4930 – Network & Communications Systems Analyst
4847 – Network Services Analyst
5025 - Operations Training Specialist
9061 – Payroll Specialist I
4996 – Payroll Specialist II
4838 – Principal Analyst
5012 – Probate Court Manager
4895 - Probate Examiner
5019 – Procurement and Contracts Analyst
4875 - Program Assistant
4797 – Program Coordinator
4795 – Program Specialist
5022 – Public Information Officer
5020 – Risk Manager
4809 - Self-Help & Family Law Facilitator's Analyst
4921 – Senior Accountant
4999 - Senior Attorney (Confidential)

5018 – Senior Attorney, Self-Help & Family Law
4983 – Senior Fiscal Services Specialist
5023 – Senior Investigator
5027 – Senior IT Manager
5024 - Senior Probate Examiner
4893 – Sr. Network Administrator
4912 – Sr. Research Attorney
4914 – Sr. Software Analyst
4871 - Sr. Support Assistant
4884 – Sr. Systems Analyst
4846 – Sr. Technology Specialist
4872 – Substance Abuse Treatment Specialist II
4980 – Supervising Family Court Counselor
4898 – Supervising Legal Research Attorney
4843 - Technology Specialist
4933 – Treatment Court Manager
4896 – Unix Administrator

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

The pay item is not for overtime pay. This is a payout for unused Personal Holiday accrual hours upon termination.

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

The pay item is a fixed amount.

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

The pay item is paid as a one-time upon termination in final paycheck.

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).

The pay item is not an ad-hoc payment.

8.- State whether the pay item is a reimbursement (i.e. Stipend, payment for attending a meeting during working hours, payment for attending a meeting during non – working hours).

The pay item is not a reimbursement.

9.-State regular working hours of the employees who will receive the pay item (i.e., 37.50 hour workweek employees, 40 hour workweek employees).

Employees who work full-time 37.50-hour and 40-hour workweek, as well as part-time employees, will receive this pay item.

10.-State whether pay items is for work performed outside of the regular workweek (i.e., payment for work or services performed outside of the employee's 37.50 hour work week, or outside of the employee's 40 hour work week).

The pay item is not for work performed outside of the regular workweek. This is a payout for unused Personal Holiday (Paid Time Off) upon termination.

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

The pay item is not for deferred compensation.

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

The pay item is not for retro payments.

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

The pay item is for accrued unused Personal Holiday leave.

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

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.- 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).

The pay item is not a severance or other payment in connection with or in anticipation of a separation from employment.

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

This pay item is paid in one lump sum based on the number of unused accrual hours upon termination.

17.- State the basis for eligibility for the pay item.

Eligibility for the Personal Holiday:

1. Compliance to the Tentative Agreement between the Court and Service Employees International Union Local 1021 (SEIU), ratified on 6/16/2025. Individuals who are represented by SEIU and unrepresented non-management and employed on the date of ratification received one day (7.5 or 8 hours) of Personal Holiday.
2. Compliance to the Tentative Agreement between the Court and The Alameda County Official Court Reporters Association SEIU Local 1021 (ACOCRA), ratified on 6/13/2025.

Individuals who are represented by ACOCRA and employed on the date of ratification received two days (7.5 or 8 hours per day) of Personal Holiday.

3. Personal Holiday may be granted to employees at the discretion of the Presiding Judge and/or Court Executive Officer.

**AGREEMENT BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF
ALAMEDA AND THE ALAMEDA COUNTY OFFICIAL COURT REPORTERS
ASSOCIATION SEIU LOCAL 1021
TO EXTEND THE JANUARY 1, 2022 – DECEMBER 31, 2024
MEMORANDUM OF UNDERSTANDING**

Because of the current financial uncertainties faced by the Superior Court of California, County of Alameda (“Court”) and to continue the harmonious labor relations between the Court and the Alameda County Official Court Reporters Association SEIU Local 1021 (“Union” or “ACOCRA SEIU Local 1021”), the Union and the Court agree to extend the January 1, 2022 – December 31, 2024 Memorandum of Understanding (“MOU”), including the side letters thereto, under the following conditions:

1. The January 1, 2022 – December 31, 2024 MOU, including the side letters thereto, shall not be changed except as set forth below, and the term of the MOU (Section 31) shall be extended to June 15, 2026.
2. Section 8, paragraph B, subparagraph 1 (Dental Plan Coverage) of the MOU is revised to provide as follows:

B. DENTAL PLAN COVERAGE

1. **DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:** The Court shall pay 100% of the monthly contribution for dental premiums for employees covered by this MOU.

These benefit options shall be available as listed to the extent that the selected carrier(s) continues to offer these benefits. The Court shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the Court, the parties will meet and confer regarding the effect of such benefit changes.

- i. An indemnity and/or PPO dental plan.
- ii. A pre-paid, closed panel dental plan.

Married Court employees, (and domestic partners as defined in Appendix A), both employed by the Court, shall be entitled to up to one full family plan and one employee only coverage.

3. Section 7, paragraph B (Floating Holidays) of the MOU is revised to provide as follows:

B. FLOATING HOLIDAYS. Employees will be entitled to three (3) floating holidays per calendar year to be scheduled by mutual agreement of the employee and their supervisor and taken within the calendar year. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year.

Employees who are on an unpaid leave of absence that is not a FMLA/CFRA qualifying leave for the first pay period of January shall not receive their allotment of floating holidays for the year, unless they have returned to paid status for three consecutive pay periods, the first of which begins prior to July 1. Upon completion of three consecutive pay periods (the first of which began prior to July 1) in paid status the employee shall receive their full allotment of floating holidays for the year. If an employee does not meet these criteria, they shall not receive floating holidays for that calendar year.

4. Retention Stipend: In further consideration of this agreement and pursuant to S.B. 170 under which the Legislature has provided funds to the Court for recruitment and retention of Court Reporter employees, the Court shall pay in the first full pay period following ratification, a one-time, non-base building retention stipend in the amount of \$2,500 (two thousand and five hundred dollars) to all employees in the bargaining unit who remain employed by the Court at the time of payment. This payment is for the purpose of retaining current Court Reporters and is not a cost-of-living adjustment. In the event all employees in the other bargaining units receive a one-time stipend during the term of this Extension Agreement, the employees in the Court Reporters bargaining unit shall not receive the stipend. However, in the event such one-time stipend, if provided by the Court to all employees in the other bargaining units, is more than the \$2,500 retention stipend provided herein, the Court will pay to the employees in the Court Reporter bargaining unit, who remain employed at the time of payment, the difference between the one-time stipend and the retention stipend.

5. In further consideration of this agreement and for the purpose of retaining the Court's existing Court Reporters, the Court agrees to provide two personal holidays equivalent to the number of hours the employee would normally be scheduled to work in two days (15 hours for regular full-time employee) to each bargaining unit employee who is employed by the Court at the time of ratification of this extension agreement. The personal holidays must be used by the employee by June 15, 2026, and shall not carry over if not used by then. The personal holiday time shall be requested in the same manner as a floating holiday. Personal holiday time may be used intermittently in a minimum of one-hour increments. This provision will sunset and will no longer be in effect after June 15, 2026.

6. Section 33 of the MOU ("Me Too" Provision) shall be inoperative for the term of this extended MOU/Extension Agreement.

7. The Court agrees not to lay off any employees in the court reporters bargaining unit on or before June 15, 2026.

8. The Union and the Court agree to the side letter attached hereto concerning the August 30, 2024 furlough side letter agreement.

9. The Union and the Court agree to the line pass agreement attached hereto as Attachment A. Within 10 days after the signing and ratification of this Extension Agreement, the side letter referred to in paragraph 8 above, and the line pass agreement, the Court will dismiss in its entirety its lawsuit, entitled Superior Court of California, County of Alameda v. Alameda County Official Court Reporters Association, Service Employees International Union, Local 1021, et al., Case No.

25CV110938 filed in the Superior Court of California, County of Alameda. SEIU, ACOCRA and the Court agree to be responsible for their own respective attorneys' fees and costs. SEIU and ACOCRA agree not to file or pursue an appeal, or otherwise file or pursue a challenge in or relating to Case No. 25CV110938.

Signed and entered into this 4th day of JUNE, 2025.

FOR THE SUPERIOR COURT:

FOR SEIU/ACOCRA:

Muma R. Rudulnick 6/16/25

Glenn Rogers 6/16/25

6/16/2025

Melanie Lewis 6/16/25

Joyce 6/16/25

Dan Pritchett 6/16/25

Victor K 6/16/25

July 2025
John Griglet

John Griglet

DM

06/13/2025

COURT'S MODIFIED PACKAGE PROPOSAL TO SEIU FOR A SUCCESSOR MOU
PRESENTED ON JUNE 12, 2025

The Court presents the following modified package proposal to SEIU for a tentative agreement for a successor MOU. This represents the Court's final and best proposal for a tentative agreement on a successor MOU. Because of the rules pertaining to the Court's funding from the State, including the Court's inability to maintain more than a 3% reserve, the funding for some of the below proposals will only be available to the Court until June 30, 2025. As a result, this package proposal is contingent upon ratification and the Union notifying the Court of such ratification by **5:00 p.m. June 16, 2025** to enable the Court to make certain payments proposed hereunder before June 30, 2025. Thereafter, the Court's funding will change; and, as a result, the Court will not continue to offer the below economic terms, and potentially the term of the agreement will no longer be available.

1. Term of agreement through December 31, 2026.
2. All tentative agreements reached to date:
 - (a) Court Proposal No. 1 - Holidays Tentative Agreement, dated December 17, 2024;
 - (b) SEIU Proposal No. 13 – Vision Reimbursement Tentative Agreement, dated December 17, 2024.
3. Court's June 12, 2025 Modified Court Proposal No. 6 (Wages and other Compensation)
4. Court's December 23, 2024 Counter-Proposal to SEIU Proposal No. 15 (Vision Plan)
5. Court's June 12, 2025 Modified Counter-Proposal to SEIU Proposal No. 5 (Special Performance Pay)
6. Court's January 3, 2025 Counter-Proposal to SEIU's Modified Proposal No. 4 (Premium Conditions – Bilingual Pay)
7. Court's May 30, 2025 Modified Court Proposal No. 5 (Bereavement Leave)
8. Court's January 3, 2025 Third Modified Court Proposal No. 11 (Attendance)
9. Court's May 30, 2025 Modified Court Proposal No. 12 (Sick Leave) with clarification that the proposed archive would be attached to the MOU.
10. Court's June 12, 2025 Modified Court Proposal No. 8 (Me-Too)
11. Court Proposed May 30, 2025 Side letter agreement relating to August 30, 2025 furlough side letter agreement
12. The Court and Union agree to a side letter to the MOU that states:

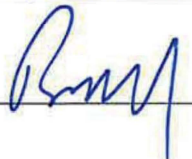
In consideration for reaching an agreement on the 2025-2026 MOU, the Court agrees to provide one personal holiday equivalent to the number of hours the employee would normally be scheduled to work in one day to each bargaining unit employee who is employed by the Court at the time of ratification of the MOU. The personal holiday must be used by the employee by December 31, 2025. It shall not carry over if not used by December 31, 2025. The personal holiday time shall be requested in the same manner as a floating holiday. Personal holiday time may be used intermittently in a minimum of one-hour increments. This provision will sunset and will no longer be in effect after December 31, 2025.

13. All proposals by the Court not mentioned or included in this package proposal shall be deemed responded to and rejected by SEIU, and shall be deemed withdrawn by the Court upon SEIU's acceptance of this package proposal.

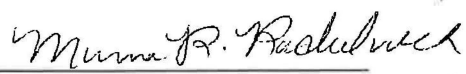
14. All proposals by SEIU not mentioned or included in this package proposal shall be deemed responded to and rejected by the Court, and shall be deemed withdrawn by SEIU upon SEIU's acceptance of this package proposal.

15. Upon signing this tentative agreement, SEIU and its bargaining team will recommend ratification of this package proposal for a Successor MOU.

TENTATIVE AGREEMENT FOR A SUCCESSOR MOU:

Date: 6/12/2025


SEIU

Date: 6/12/2025


ALAMEDA COUNTY SUPERIOR COURT


Alameda County Superior
Court Chapter President

1158

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

Union Proposal # Counter to Court #1
Date: 12.17.24

SEIU counter to COURT PROPOSAL NO. 1 TO SEIU October 8, 2024

SECTION 9. HOLIDAYS

A. JUDICIAL HOLIDAYS. Employees covered by this MOU shall be entitled to paid holidays for days observed as judicial holidays pursuant to State law and the California Rules of Court. Presently those holidays are:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Juneteenth
Lincoln's Birthday	Labor Day
Washington's Birthday	Native American Day
Cesar Chavez Day	Veteran's Day
Memorial Day	Thanksgiving
	Day after Thanksgiving
	Christmas Day

B. FLOATING HOLIDAY. Employees covered by this MOU shall be entitled to three (3) floating holidays per calendar year. Floating holidays are to be scheduled by mutual agreement of the employee and their supervisor and taken within the calendar year. When a written request for a floating holiday is submitted, the Court Executive Officer or designee shall respond in writing within 14 calendar days or shall schedule the floating holiday as requested by the employee. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year.

~~Effective calendar year 2022, and in recognition of Juneteenth, the Court will add an additional floating holiday (4 total) to be taken in the same manner as any other floating holiday. If Juneteenth~~

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

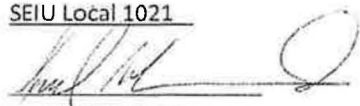
Union Proposal # Counter to Court #1

Date: 12.17.24

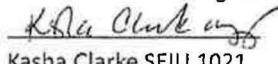
becomes a recognized Court Holiday pursuant to State Law and the California Rules of Court, this additional floating holiday shall be deleted and bargaining unit members shall be entitled to three floating holidays.

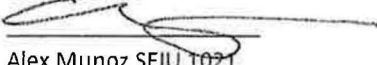
Employees who are on an unpaid leave of absence that is not a FMLA/CFRA qualifying leave for the first pay period of January shall not receive their allotment of floating holidays for the year, unless they have returned to paid status for three consecutive pay periods, the first of which begins prior to July 1. Upon completion of three consecutive pay periods (the first of which began prior to July 1) in paid status the employee shall receive their full allotment of floating holidays for the year. If an employee does not meet these criteria, they shall not receive floating holidays for that calendar year.

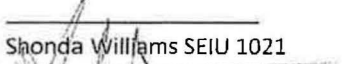
SEIU Local 1021



Saad Muhammad Chief Negotiator



Ron Collins Chief Negotiator

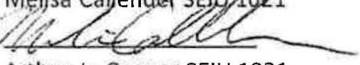

Kasha Clarke SEIU 1021


Alex Munoz SEIU 1021


Shonda Williams SEIU 1021


Anthony Miranda SEIU 1021


Melisa Callender SEIU 1021


Arthur Jr. Cooper SEIU 1021

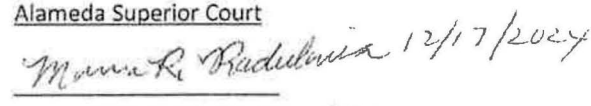

Darrel Drew SEIU 1021

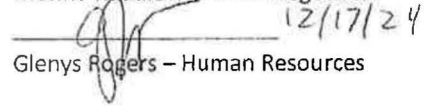

Jennifer Simton SEIU 1021

SEIU 1021

Date signed: _____

Alameda Superior Court

 12/17/2024
Monna Radulovich Chief Negotiator

 12/17/24
Glenys Rogers – Human Resources

Date signed: _____

3:52

MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021

Union Proposal # 13

Date: 10.30.2024

SECTION 26. VISION REIMBURSEMENT PLAN

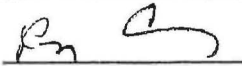
Employees shall be eligible for biannual vision care reimbursement subject to the following criteria:

- The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period.
- The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of ~~\$200.00~~ \$500.00 in the twenty-four month period.
- Reimbursement will be made subject to applicable Court procedures and requirements.

SEIU Local 1021



Saad Muhammad Chief Negotiator



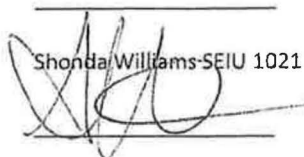
Ron Collins Chief Negotiator



Kasha Clarke SEIU 1021

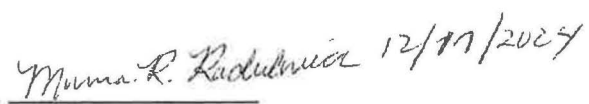


Alex Munoz SEIU 1021



Shonda Williams-SEIU 1021

Alameda Superior Court

 12/17/2024

Monna Radulovich Chief Negotiator

 12/17/24

Glenys Rogers – Human Resources

**MOU Successor Agreement Negotiations 2024
between
Alameda County Superior Courts
and
SEIU Local 1021**

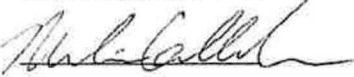
Union Proposal # 13

Date: 10.30.2024

Anthony Mirande SEIU 1021



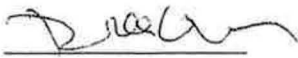
Melisa Callender SEIU 1021



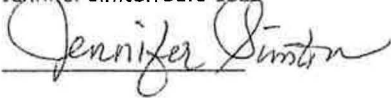
Arthur Jr. Cooper SEIU 1021



Darrell Drew SEIU 1021



Jennifer Simton SEIU 1021



SEIU 1021

Date signed: _____

Date signed: _____

COURT'S MODIFIED PROPOSAL NO. 6 TO SEIU

June 12, 2025

SECTION 17. WAGES AND OTHER COMPENSATION

~~A. Effective at the beginning of the pay period including January 1, 2022, all represented classifications shall receive a 5% Cost-of-Living-Adjustment, which shall accrue to all represented members' respective base rate of pay. Effective the first full pay period following ratification, all employees in the bargaining unit who remain employed at the time of payment shall receive a one-time, non-base building, stipend in the amount of \$1,000.00 \$1,500.00 five \$2,000 (two thousand dollars), \$2,500 (two thousand and five hundred dollars), subject to applicable tax withholdings. The stipend will be paid in the same manner as the furlough repayment stipend.~~

~~A.—~~

~~B. Effective ; in the first full pay period following ratification, all represented employees in the bargaining unit who remain employed on the payment date classifications shall receive a one percent (1%) 3% Cost-of-Living-Adjustment, a three percent (3%) negotiated wage increase to their base wages, which shall accrue to all represented members' respective base rate of pay.~~

~~C. Effective at the beginning of the pay period including January 1, 2024, all represented classifications shall receive a 2% Cost-of-Living-Adjustment, which shall accrue to all represented members' respective base rate of pay.~~

~~C. Effective in the first full pay period following ratification, all employees in the bargaining unit who remain employed on the payment date shall receive an additional one-time retention stipend equivalent to one percent (1%) of their current annual base wages (the annual base wages before the increase in paragraph B). The stipend will be paid in the same manner as the furlough repayment stipend.~~

~~D. For fiscal year 2025/2026, for every net increase of two one million dollars of ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), above the Court's fiscal year 2024/2025 beginning, ongoing and unrestricted allocation that the Court receives from the State, the Court will pay a one-half percent (1/2%) across the board negotiated wage increase to all employees in the bargaining unit who remain employed on the payment date. The payment date will be the first full pay period after the Judicial Council of California approves the trial court trust fund and trial court allocations for the fiscal year.~~

~~For fiscal year 2026/2027, for every net increase of two one million dollars of ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), above the Court's fiscal year 2025/2026 beginning, ongoing and unrestricted allocation that the Court receives from the State, the Court will pay a one-half percent (1/2%)~~

across the board negotiated wage increase to all employees in the bargaining unit who remain employed on the payment date. The payment date will be the first full pay period after the Judicial Council of California approves the trial court trust fund and trial court allocations for the fiscal year.

Notwithstanding the above, the total maximum across the board wage increase paid by the Court under paragraphs B and D combined shall not exceed five percent (5%) for the entire term of the MOU.

~~D.E.~~ Effective January 1, 2022, any bargaining unit member who reaches 15 years or more of service based upon hours in paid status with the Court, or who has already reached 15 years of service with the Court on the effective date, shall receive a one-time payment of \$1,500.00. The \$1,500.00 payment shall not be added to the employee's base salary.

F. When a represented employee is promoted, the Court will place that employee into the step of the employee's new classification that will result in no less than a 3% increase in the employee's hourly pay rate. For purposes of this section of the MOU, a "promotion" is movement into a new classification in which the upper end of the pay range exceeds the pay range of the employee's current classification.

~~G. The Court and Union agree that, if the Judicial Council of California approves at its February 21, 2025 meeting the Judicial Council's Trial Court Budget Advisory Committee's recommended methodology for allocating the Governor's decision to restore in fiscal year 2024-25 approximately \$42 million dollars of the funding cuts to the trial courts, the Court shall pay a stipend to all furloughed employees in the bargaining unit in an amount equivalent to the wages they lost due to the four mandatory furlough days in 2024. The payment shall be subject to applicable tax withholdings. The Court and Union agree that the payment of such stipend will fulfill all of the Court's obligations under the 2024 furlough side letter agreement. The Union and the Court further agree that the economic enhancements provided in this section and in other sections of the MOU do not violate the 2024 furlough side letter agreement, dated August 30, 2024, or trigger any bargaining or furlough reimbursement obligations under the 2024 furlough side letter agreement.~~

Commented [MR1]: Court has proposed a side letter to address the furlough side letter agreement dated 8/30/24, and it has been provided with the package proposal.

TENTATIVE AGREEMENT.

Date:

6/12/2025

[Signature]

SEIU

[Signature]

Alameda County Superior
Court Chapter President

Date:

6/12/2025

[Signature]

Alameda County Superior Court

COURT COUNTERPROPOSAL TO SEIU PROPOSAL NO. 15

December 23, 2024

Proposal – Section 15.C – Vision Plan (New subsection)

C. VISION PLAN

Effective Plan Year 2026, the Court shall cover 100% of the cost of vision insurance premiums for all eligible employees.

SEIU Local 1021

Saad Muhammad
Saad Muhammad Chief Negotiator

Ron Collins
Ron Collins Chief Negotiator

Kasha Clarke SEIU 1021

Kasha Clarke

Alex Munoz SEIU 1021

Shonda Williams SEIU 1021

Anthony Mirande SEIU 1021

Melisa Callender SEIU 1021

Arthur Jr. Cooper SEIU 1021

Darrell Drew SEIU 1021

Jennifer Simton SEIU 1021

SEIU 1021

Date signed: 6/12/2025

Alameda Superior Court

Monna Radulovich
Monna Radulovich Chief Negotiator

Glenys Rogers
Glenys Rogers Human Resources

Date signed: 6/12/2025

COURT Modified PROPOSAL RE: SEIU PROPOSAL NO. 5

June 12, 2025

Section 13. SPECIAL PERFORMANCE PAY FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION

A. Requirements. An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:

1. The employee assumes the majority of the duties of the higher-level position as specifically assigned in writing by the Court Executive Officer or designee. For purposes of determining whether an employee is performing the majority of the duties of the higher class, the failure to prepare performance evaluations shall not be counted against the employee.
2. The assignment is made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.
- 3.

~~The service equals or exceeds three (3) successive business days. The service in such position shall be compensated from the first full day of the assignment.~~

~~The employee shall be compensated from the first full day of the out-of-class assignment.~~

~~a. Exception for First Chair Courtroom Clerk Relief~~

~~An LPA shall receive special performance pay under this provision when the LPA is assigned to perform and performs the duties of the first chair Courtroom Clerk for at least 6 hours in the day.~~

~~Assignments shall not be changed or rotated among LPAs for the purpose of evading this requirement of providing special performance pay to LPAs as provided herein.~~

~~Assignments to perform second chair Courtroom Clerk relief are not eligible for special compensation.~~

B. Compensation

1. **Rate of Pay.** The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is earned pursuant to an assignment rather than a Court appointment, the employee is not eligible for step increases that apply to the higher-level position but continues to receive step increases for the lower-level position, if the employee is otherwise eligible for step

COURT Modified PROPOSAL RE: SEIU PROPOSAL NO. 5

June 12, 2025

increases in the lower-level position. Notwithstanding this restriction, however, the employee's rate of pay shall not be reduced during a continuous period of out-of-class assignment in the event that the salary range of the higher-level position increases.

- 2. Paid Leave.** An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave only if:
- a. Another person has not been hired or assigned to work on an out of class basis to the same position to which the out-of-class pay assignment has been made for the same period
 - b. An absence exceeds five consecutive workdays, the employee shall be paid at the higher rate for the first five days of the absence, and shall be paid at the employee's regular non-out-of-class rate for the remaining days of the absence.
~~The employee shall continue to receive out of class pay for the duration of any paid leave, provided no other employee has been assigned to cover the higher level duties during their absence.~~
 - c. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
- 3. Schedule.** An employee in a 37-1/2-hour classification who is assigned to a 40-hour higher-level position may, at the Court Executive Officer's discretion, continue to work 37-1/2 hours. In that case, the employee shall be paid at the hourly rate of the higher-level classification as if the employee were, in fact, promoted. Likewise, an employee in a 37-1/2 hour position or a regular 40-hour position who is assigned to a higher-level position which is on a flextime schedule should, at the Court Executive Officer's discretion, continue to work a regular schedule, rather than revising the work schedule to match the flex schedule of the higher level position.

Commented [MR1]: Maintain existing language.

Time worked in a higher-level assignment in excess of the workweek of the employee's appointed position shall be compensated pursuant to the provisions of Section 7 of this MOU.

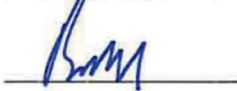
COURT Modified PROPOSAL RE: SEIU PROPOSAL NO. 5

June 12, 2025

4. No out-of-class assignment shall extend for more than 12 months.

Date: 6/12/2025

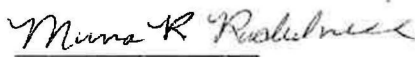
SEIU Local 1021



Peter Masiak

Date: 6/12/2025

Alameda County Superior Court



Monna Radulovich



Kasha Clarke SEIU 1021
Alameda County Superior
Court Chapter President

COURT COUNTERPROPOSAL TO SEIU MODIFIED PROPOSAL NO. 4
January 3, 2025

Section 12. PREMIUM CONDITIONS

A. Bilingual Pay.


1. Employees who have passed the Qualified Bilingual Employee Exam in one language other than English and who are eligible to participate in the Court's Qualified Bilingual Program will receive ~~\$35 \$150 \$75 \$60 \$70 \$65~~ per pay period compensation. Employees who have passed the Bilingual Qualification Exam in three or more languages other than English and who are eligible to participate in the Court's Qualified Bilingual Program will receive ~~\$45 \$200 \$100 \$80 \$90 \$80~~ per pay period compensation. No employee shall be required to perform bilingual services unless that employee is receiving bilingual pay.
2. In addition to the amounts set forth above, any employee who certifies, and whose immediate supervisor approves, that the employee used a language other than English in connection with the business of the Court for at least 10 hours in a pay period will receive an additional ~~\$15 \$150 \$35 \$25 \$30~~ compensation for that pay period.

SEIU Local 1021


Saad Muhammad Chief Negotiator


Ron Collins Chief Negotiator

Kasha Clarke SEIU 1021


Alex Munoz SEIU 1021

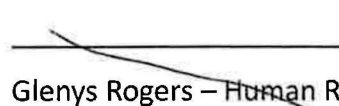
Shonda Williams SEIU 1021

Anthony Mirande SEIU 1021

6/12/2025

Alameda Superior Court


Monna Radulovich Chief Negotiator


Glenys Rogers – Human Resources

COURT COUNTERPROPOSAL TO SEIU MODIFIED PROPOSAL NO. 4

January 3, 2025

Melisa Callender SEIU 1021

Arthur Jr. Cooper SEIU 1021

Darrell Drew SEIU 1021

Jennifer Simton SEIU 1021

SEIU 1021

Date signed: 6/12/2025

Date signed: 6/12/2025

May 30, 2025

Section 8. ~~BEREAVEMENT LEAVE~~ - S. SECTION G - LEAVES OF ABSENCE

G. DEATH IN IMMEDIATE FAMILY (BEREAVEMENT LEAVE). ~~The Court Executive Officer may grant a leave of absence with pay to a regular Court employee if there is a death in the employee's immediate family. Such leave may be granted for a period of up to 5 days, subject to a cap of 10-15 calendar days per calendar year.~~

Upon approval of the Court Executive Officer, a regular employee, who has been employed by the Court for at least 30 days, is eligible to use, subject to the conditions below, up to five days of bereavement leave for each death of an immediate family member. In the event an employee experiences the deaths of multiple immediate family members in the same year, the eligible employee may request and use, subject to the conditions below, up to five days of bereavement leave for each such death. Up to 10 days of the above granted and used bereavement leaves in a calendar year will be paid bereavement leaves. Eligible employees will receive up to a total of 5 days of paid bereavement leave in a 12-month period. Otherwise, the a bereavement leave is unpaid, unless the employee elects to use accrued, available time off and/or compensatory time off for the bereavement leave.

Bereavement leave may be taken intermittently. In the event an employee seeks to use more than 5 days off for the death of an individual immediate family member, the employee may request to use accrued and available vacation time, compensatory time, personal leave, or sick leave (if applicable) for such purpose, subject to the eligibility and approval requirements for such types of leave in this MOU. Any such additional time off granted will not be considered bereavement leave.

1. Definitions.

For purposes of this section, pursuant to subdivision (d) of Labor Code Section 2066, "immediate family" member means (1) parent (biological, foster, adoptive, step-parent, legal guardian, or the person who stood in the role of a parent when the employee was a child)(including step-parent); (2) spouse; (3) domestic partner (upon submission of an affidavit as defined in Appendix B); (4) child (biological, adopted, foster, including stepchild, legal ward, child of the employee's domestic partner, or person to whom the employee stands in the role of a parent); including stepchild, unborn child, (5) grandparent; (6) grandchild; (7); sibling (including step-sibling); foster parent, foster child, and (8) parent-in-law, sibling-in-law, child-in-law, (9) uncle, and (10) aunt, niece and nephew, cohabitants, first cousin (that is, a child of an aunt or uncle) any other person sharing the relationship of in loco parentis.

Entitlement to leave of absence under this section shall be only for all the hours the employee would have been scheduled to work but did not work because of a granted

COURT MODIFIED PROPOSAL NO. 5 TO SEIU

May 30, 2025

bereavement leave. for those days granted, For instance, if an employee's work schedule is a 6-hour work day and the employee does not work on a workday because of bereavement leave, one day of bereavement leave will be 6 hours. and, insofar as the days are concerned, they shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

2. Notice and Documentation Requirements.

Employees shall give written notice of their request for bereavement leave to their supervisor as soon as possible.

Employees are required to provide documentation of the family member's death to their supervisor within thirty (30) days of the first use of the leave for that particular immediate family member's death. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. In the rare situation when no documentation from any of the preceding exists, the Court may consider alternative documentation provided by the employee.

3. Time Limit on Completion of the Bereavement Leave

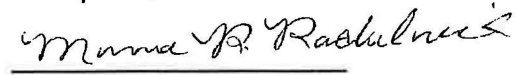
Bereavement leave for the immediate family member's death must be completed, if at all, within three (3) months of the immediate family member's death.

4. Use of Bereavement Leave for Miscarriage or Still Birth

When the Court has approved a reproductive loss leave (currently under Government Code section 12945.6) for a miscarriage or still birth of the employee's baby, the employee may elect to use up to five (5) days of available, paid bereavement leave (to the extent it has not been used for the reasons above), or accrued, available sick leave, vacation, personal leave and/or compensatory time off, in order to receive pay for the leave. Otherwise, the reproductive loss leave for such purposes will be unpaid. The use of any available paid bereavement leave or other available paid leave runs concurrently with the reproductive loss leave.

TENTATIVE AGREEMENT on 6/12/2025, 2025:


SEIU, Local 1021

6/12/2025

Alameda County Superior Court


Alameda County Superior
Court Chapter President

THIRD MODIFIED COURT PROPOSAL NO. 11 TO SEIU

January 3, 2025

SECTION 6. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS

D. ATTENDANCE

1. **PURPOSE.** To ensure adequate staffing, positive employee morale, and productivity throughout the Court, employees will be held accountable for adhering to their assigned work schedule. This section of the MOU sets forth uniform guidelines to ensure clarity and consistency in resolving attendance issues. Nothing in this section is intended to, nor does it, change the definitions of any type of leave that may be set forth in this MOU or in the Court's Personnel Organization, Policies, and Rules.
2. **POLICY.** All employees shall be at work in their assigned work unit, ready to work, promptly at their assigned start time and immediately at the end of their assigned break times unless they have received other instructions from their supervisor (Personnel Organization, Policies and Rules [POPR] Chapter 10, Section 10.2), or they are absent on approved leave. Excessive unscheduled absences, which includes being late to work (tardy), or those unscheduled absences that have a significant impact on the business needs of the Court may subject an employee to discipline, up to and including termination of employment.
3. **DEFINITIONS.**
 - a. **Absence:** Any time an employee is not at work during their scheduled work hours, regardless of the reason.
 - b. **Unscheduled Absence:** An absence for which an employee did not obtain prior oral or written approval from their supervisor to be absent from work and which does not meet the definition of authorized sick leave.
 - c. **No Call/No Show:** Failure to report an absence the day it occurs, unless an employee's supervisor has approved otherwise.
 - d. **Supervisor:** A manager directly responsible for the performance, assignment of duties, and work product of an employee.
 - e. **Tardy:** Any time an employee is not present and ready to begin working in their assigned work unit at the start of the scheduled workday and upon returning from lunch and breaks.
 - f. **Leave Without Pay:** Approved by Director and/or CEO pursuant to POPR Chapter 11, Section 11.6.

a. **Notice.** If an employee has not received prior approval to use sick leave, they must follow the established call-in procedures for their section, giving the Court as much notice as possible. If an employee fails to comply with this requirement, the Court may treat the absence as an unscheduled absence rather than as authorized sick leave.

b. **Medical Evidence of Sickness or Injury.** In addition to the notice detailed in section 5(A) above, an employee who is on sick leave review pursuant to section 7 below must also provide the required medical evidence of sickness or injury. If an employee fails to comply with this requirement, the Court may treat the absence as an unscheduled absence rather than as authorized sick leave, in addition to any other consequences to which the employee may be subject for their failure to comply with the provisions of section 7.

In order for employees to use their accrued sick leave without the occurrence being counted as an unscheduled absence, they must comply with the following procedures:

- If employees call in sick on a day for which an advance leave request was previously denied, the Court may require medical verification for their absence.
- If employees call in sick on a day contiguous to a holiday weekend (for example, the Friday or Tuesday adjacent to the Martin Luther King Jr. Day weekend), the Court may require medical verification for their absence.

If an employee's use of sick leave does not comply with this section, the Court may treat it as an unscheduled absence.

c. **Reporting Authorized Sick Leave for Payroll Purposes.** If an employee requests to use sick leave in advance of the day it is used, the request may be made for any amount of time in fifteen (15) minute increments. If an employee notifies the Court of using sick leave on the same day it is used, sick leave must be used in ~~half-day or full-day~~ two-hour one-hour increments, based on the length of that employee's workday. If an employee becomes ill during the workday and is approved to leave work, the Court will charge the remainder of the workday to the employee's sick leave balance, rounded to the nearest quarter hour (15 minutes).

6. **UNSCHEDULED ABSENCES AND TARDINESS.** The Court recognizes that some absences cannot be scheduled in advance. If it is not possible to pre-schedule an absence (including a late arrival or early departure), employees must:

- Notify their supervisor as soon as they become aware that they will be absent or tardy;
- Give the reason for the absence, including whether the absence is for Protected Leave;
- Give an estimate of how long the absence will be;
- If the absence is continuous or lengthy, employees should notify their immediate supervisor or another manager in their chain of command on a daily basis, unless otherwise noticed by their supervisor or Human Resources.

a. **Notification of Unscheduled Absence or Tardiness.** If an employee is unable to report to work as scheduled, the employee is expected to use the normal call-in procedure

established for their unit (e.g., leave a message on the call-in line for their respective unit/division). A person other than the employee may not call on behalf of the employee, except in an emergency. Failure to provide this notification may cause the absence to be recorded as Unauthorized Leave Without Pay, and could lead to disciplinary action.

Employees who do not follow the proper attendance notification procedure to notify the Court that they will be absent or tardy will be considered a “no call, no show” and their timecard will reflect Unauthorized Leave Without Pay. Progressive discipline may be initiated for repeat offenses. Repeat “no call, no shows” may result in the employee being deemed to have abandoned their job, pursuant to section 32 of this MOU.

- b. Reporting Unscheduled Absences for Payroll Purposes.** In appropriate circumstances, and consistent with the definitions and policies set forth in this MOU and in the Court’s Personnel Organization, Policies, and Rules, employees may be permitted to use accrued leave balances to be paid for unscheduled absences. In no event, however, will an employee be permitted to use sick leave for an unscheduled absence that does not meet the definition of sick leave as set forth in section 11 of this MOU.

Employees whose unscheduled absences are the result of Protected Leave will be paid in accord with the policies applicable to the appropriate leave type, assuming they have sufficient leave of that type available.

- c. Reporting Tardiness for Payroll Purposes.** When employees report to work late, they shall notify their supervisor as required in Section 6(A). The tardiness will be treated as Unauthorized Leave Without Pay unless under the definitions and policies in this MOU or the Court’s Personnel Organization, Policies, and Rules it would be permissible for the employee to use an appropriate accrued leave balance to account for the time. Employees whose tardiness is the result of Protected Leave will be paid in accord with the policies applicable to the appropriate leave type, assuming they have sufficient leave of that type available.

However it is coded, tardiness will be charged in one quarter (1/4) hour increments rounded to the nearest one quarter (1/4) hour. Tardiness of seven (7) minutes or less will not be charged to an employee’s leave balance nor treated as Unauthorized Leave Without Pay, but may still subject an employee to discipline as described in section D below.

Tardiness may not be made up by working through rest periods or after the regular shift time. Exceptions:

- i.** If the business needs of the Court allow, an employee may, at the discretion of their supervisor, add time to the end of their shift to make up for their tardiness.
 - ii.** In some instances, an employee may, at the discretion of their supervisor, be permitted to reduce a 1-hour lunch period by a corresponding amount to account for their late time. However, this may not always be possible given the business needs of the Court, and it should be an exception, not a standing practice.

If employees fail to notify their supervisor as required, their pay will be reduced in one quarter (1/4) hour increments rounded to the nearest one quarter (1/4) hour and charged as Unauthorized Leave Without Pay.

Notwithstanding the above, if the tardiness is in 1-hour increments, and if the employee has available Personal Leave, then the employee may charge the tardiness to Personal Leave rather than Unauthorized Leave Without Pay.

- d. Disciplinary Action as Result of Unscheduled Absences or Tardiness.** This section does not apply to unscheduled absences or tardiness that occur as a result of Protected Leave or authorized sick leave.

Notwithstanding the foregoing sections 5(B) and 5(C), an employee may be subject to discipline for excessive unscheduled absences or tardiness or unscheduled absences or tardiness that significantly affect the business of the Court, even if the employee is permitted to use an accrued leave balance to account for the time out of the office. The fact of payment for an unscheduled absence or tardiness does not excuse the unscheduled absence or tardiness.

Supervisors, Managers, Division Chiefs, Directors, and Human Resources will monitor unscheduled absences and tardiness. In determining whether to administer discipline, the business needs of the Court shall be the primary consideration. Other considerations include, but are not limited to:

- The employee's prior history within the past twelve (12) months of unscheduled absences and tardiness, including number, length, and patterns;
- The length of the tardiness; and
- Whether the employee had requested leave and was denied during the same period of the unscheduled absence or tardiness.

Regardless of any other factors, any employee who has more than ten (10) instances of tardiness in a six-month period shall be subject to discipline.

- 7. MEDICAL EVIDENCE OF SICKNESS OR INJURY/SICK LEAVE REVIEW.** This section does not apply to unscheduled absences or tardiness that occur as a result of Protected Leave or to authorized sick leave as herein defined.

The Court Executive Officer or appointing authority, as a condition of permitting an employee to use accrued sick leave balances to receive pay for an unscheduled absence or tardiness that meets the definition of "sick leave" set forth in section 11 of this MOU, may require medical evidence of sickness or injury, which may include a statement from a medical provider and/or medical clearance to return to work.

The Court Executive Officer's authority to require medical evidence of sickness or injury is subject to the following conditions:

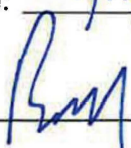
- Except upon the conditions listed in this section and in Part 5, above, the Court Executive Officer may require medical verification of sickness or injury for use of sick leave with prior notice to the employee and for good cause.

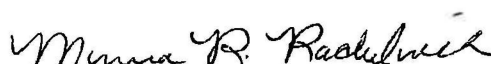
- If an employee has any of the following due to sick leave in a 6-month period, they may be placed on "sick leave review."
 - Two (2) unscheduled absences;
 - Five (5) instances of tardiness of 30 minutes or more;
 - Seven (7) instances of tardiness of fewer than 30 minutes; or
 - One (1) unscheduled absence and three (3) instances of tardiness, regardless of length.
- ~~Notwithstanding any other provision of this MOU, the Court may place on sick leave review any employee who has more than five (5) instances of authorized sick leave in a three (3) month period.~~

Employees must be noticed that they are being placed on sick leave review. Under the terms of sick leave review, the CEO may require medical evidence for any unscheduled absence or tardiness due to sick leave, or as otherwise detailed in this section. Once an employee on sick leave review records no unscheduled absences or tardiness due to sick leave in a ~~six~~four (64) month period, they shall be removed automatically from sick leave review. Otherwise, at its discretion, the Court may remove an employee from sick leave review if it appears the attendance issue has been resolved.

If an employee does not provide the medical evidence upon request, the absence will be charged as Unauthorized Leave Without Pay and the employee may be subject to discipline for failure to comply with this section.

TENTATIVE AGREEMENT:

Date: 6/12/2025

 SEIU

Date: 6/12/2025

 ALAMEDA COUNTY SUPERIOR COURT


 Alameda County Superior
 Court Chapter President

MODIFIED COURT PROPOSAL NO. 12 TO SEIU
May 30, 2025

SECTION 11. SICK LEAVE

A. SICK LEAVE DEFINED. As used in this section, "Sick Leave" is an absence from work or leave of absence because of any of the following: (i) illness or injury which renders the employee incapable of performing their work or duties for the Court; (ii) their exposure to contagious disease; and (iii) ~~routine~~ medical or dental appointment of the employee for purposes of preventive care, or the diagnosis, care or treatment of an existing health condition; (iv) for an employee who is a victim of violence or whose family member is a victim of violence for the purposes identified in Government Code section 12945.8 and subject to the requirements of such law; and (v) ~~for family sick leave pursuant to and subject to the limits in paragraph 1 below.~~

A-B. EMPLOYEE DEFINED. As used in this section, "Employee" means any person, holding a regular appointment in the Court service, and otherwise subject to the provisions of this Memorandum of Understanding.

B-C. SELF-INFLICTED INJURY EXCLUDED. Absence due to purposefully self-inflicted incapacity or injury is not a basis for granting either sick leave or sick leave with pay.

C-D. SICK LEAVE - DAYS OR FRACTIONS OF DAYS. Paid sick leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

D-E. SICK LEAVE ACCRUAL

1. Accumulation of Sick Leave

- a. ~~For full time employees with a 40 hour work week;~~ Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.
- b. ~~For full time employees with a 37.5 hour work week;~~ Each employee shall accumulate sick leave with pay at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave.
- c. ~~For part-time employees with a 40 hour work week base;~~ Each employee who is regularly scheduled to work less than the full time 40 hour work week base shall accrue sick leave pursuant to Section 11(E)(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 work week base up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.

- d. For part-time employees with a 37.5 hour work week base: Each employee who is regularly scheduled to work less than the 37.5 hour work week base shall accrue sick leave pursuant to Section 11(E)(1)(b) 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 37.5 hour work week base up to maximum accumulation of 150 days of unused sick leave with pay entitlement.

F. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who has, within three years of the date of layoff, returned to Court service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to section 11(E) (cumulative sick leave subsection), restored to him/her for use as provided in this section.

G. CONVERSION OF SICK LEAVE TO VACATION. When an employee's sick leave balance accrued pursuant to subsection 11(E). (Cumulative Sick Leave) reaches 150 days, 5 days shall be deducted from said sick leave balance and shall be converted to two (2) days of vacation. Said vacation shall be added to vacation balances accrued pursuant to Section 10(Vacation Leave), and shall thereafter be subject to the provisions of that section.

H. ~~MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.~~

1. ~~LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.~~

a. ~~For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplement paid sick leave shall be as follows:~~

i. ~~22 days for those employed on a full time basis as of 6/25/79.~~

ii. ~~22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis.~~

b. ~~For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:~~

i. ~~44 days for those employed on a full time basis as of 6/25/79.~~

ii. ~~44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis.~~

2. ~~CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.~~ For employees continuously employed before July 1, 1975, who were otherwise granted the one-time non-recurring sick leave bonus made available to such

employees; the Court Executive Officer in their sole discretion, may grant major medical supplemental paid sick leave in the instances in which:

- a. ~~the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.E hereof;~~
- b. ~~the employee's absence is caused by a serious injury or illness requiring prolonged absence from work;~~
- c. ~~the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties;~~
- d. ~~the injury or illness was not incurred in the course of employment; AND~~
- e. ~~the employee has not incurred a break in service subsequent to June 24, 1979.~~

3. ~~MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.~~ The Court Executive Officer's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

H. MEDICAL REPORT. When the Court Executive Officer determines within their discretion that there are indications of excessive use of sick leave or sick leave abuse, they may, consistent with Section 6 of this MOU, require medical evidence of sickness or injury as a condition of granting sick leave with pay. The evidence shall be in the form of a statement from an employee's physician acceptable to the Court.

A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public.

Commented [MR1]: Court proposes to continue to delete this section as outdated but move it to an "archive" to the MOU to address SEIU's concern that retired employees have easy access to this provision, if needed. See proposed archive submitted with this proposal.

I. FAMILY SICK LEAVE. Leaves of absence with pay because of sickness, preventive care or injury of an employee's immediate family member, as defined below, shall be granted by the Court Executive Officer or designee for up to (12) twelve days per calendar year for the diagnosis, to care or treatment of an existing health condition of an employee's for an immediate family member, to includeing the time reasonably necessary to arrange for care of the sick person by others and for medical and dental appointments, provided the employee has available accrued sick leave to cover the absence. Family Sick Leave shall be deducted from the employee's accrued and available sick leave. Part-time employees are entitled to use the applicable prorated amount of accrued and available sick leave, or the amount of sick leave the employee would accrue in 6 months, whichever is greater, for the above-specified reasons to care for an employee's family member, provided the employee has available accrued sick leave to cover the absence. For the purpose of this Subsection, "immediate" "family member" means parent, mother, stepmother, step parent, foster parent, father, stepfather, spouse, husband, wife, domestic partner (as defined in Appendix B), child, son, step child, daughter, stepdaughter, foster parent, foster child, person for whom the

employee is a court appointed guardian or any other person sharing the relationship of in loco parentis; ~~and when living in the household of the employee, a sibling brother, sister, brother, sibling-in-law, sister-in-law, mother, parent-in-law, father-in-law, grandparents, and grandchildren; or a "designated person" as defined by the law and identified by the employee at the time the employee requests to use paid sick time. An employee may only have one "designated person" per calendar year.~~

(The remaining provisions are unchanged at this time unless proposed changes are made in a separate Court proposal)

TENTATIVE AGREEMENT.

Date:

6/12/2025

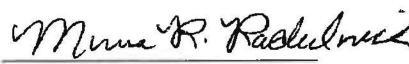
SEIU



Date:

6/12/2025

Alameda County Superior Court



Alameda County Superior
Court Chapter President

COURT MODIFIED PROPOSED ARCHIVE TO MOU
Relating to Modifications to Court Proposal No. 12
June 2, 2025

ARCHIVE

The following provision was included in the Sick Leave section of the MOU, and was most recently found at Section 11, paragraph H of the 2022-2024 MOU. It has been removed from the 2025 – ~~2027~~2026 MOU and is no longer in effect. The provision shall remain in this Archive until December 31, 2026 in order for former employees to reference it if needed, but will be removed by the Court automatically at that time.

H. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

1. LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

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

2. CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

For employees continuously employed before July 1, 1975, who were otherwise granted the one-time non-recurring sick leave bonus made available to such employees, the Court Executive Officer in their sole discretion, may grant major medical supplemental paid sick leave in the instances in which:

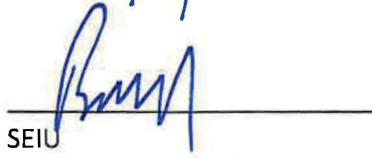
- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.E hereof,
- b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
- c. the work or duties of the employee requesting such paid leave are being performed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


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

3. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE. The Court Executive Officer's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.


Tentative Agreement:

Date: 6/12/2025


SEIU


SEIU Alameda County Superior
Court Chapter President

Date: 5/12/2025


Alameda County Superior Court

COURT MODIFIED PROPOSAL TO SEIU
June 12, 2025

Section 39 ("Me-Too") is revised to state as follows:

Section 39. "Me Too" Provision

If, during the term of this MOU, the Court and ACMEA reach a signed agreement that results in an across the board Cost of Living Adjustment ("COLA") in excess of 3% for all classifications in the bargaining unit that is paid during the term of this MOU, the Court will grant that Cost of Living Adjustment to the SEIU-represented classifications under this MOU (meaning the amount above the 3% wage increase provided under this MOU). For purposes of this agreement, any "triggered" COLAs awarded to ACMEA during the term of this MOU (i.e., a COLA that is only given to ACMEA if certain preexisting budget conditions are met) that are identical to "triggered" COLAs or wage increases awarded to SEIU under this MOU shall not stack, i.e., shall not result in additional COLAs or wage increases for SEIU represented classifications under this MOU. For example, if ACMEA agrees to an additional 0.5% COLA for every net increase of \$1M of ongoing and unrestricted allocation, in the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations), above the Court's ongoing and unrestricted allocation that the Court receives from the State for a particular fiscal year, and the COLA is triggered, the SEIU-represented classifications shall not get both the 0.5% triggered wage increase agreed to in this MOU (Section 17 D) and an additional 0.5% COLA as a result of the ACMEA MOU.

The Court and SEIU agree that if the California Executive Branch (including the Department of Finance), California Legislature, or Judicial Council of California appropriate or allocate funds to the Court that can only be used to provide payments, COLAs, or other type of pay to specific bargaining unit(s) that includes the ACMEA-represented bargaining unit, or to specific classification(s) within the Court represented by ACMEA, those payments, shall not trigger the "Me Too" provision in this MOU. The parties further agree that increases in base wages to anything less than the full array of classifications represented by ACMEA—whether designated as a COLA or not—shall not trigger the "Me Too" provision in this MOU.

This provision shall sunset on December 31, 2026 unless the Court and SEIU agree in writing to extend its terms.

TENTATIVE AGREEMENT:

Date: 6/12/2025



SEIU



SEIU Alameda County Superior
Court Chapter President

Date: 6/12/2025



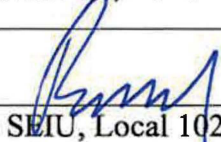
Alameda County Superior Court

**SIDE LETTER AGREEMENT RELATING TO AUGUST 30, 2024 FURLOUGH SIDE
LETTER AGREEMENT BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY
OF ALAMEDA, SEIU LOCAL 1021 AND ALAMEDA COUNTY OFFICIAL COURT
REPORTERS ASSOCIATION**

The Superior Court of California, County of Alameda ("Court"), Service Employees International Union, Local 1021("SEIU" or "Union"), and Alameda County Official Court Reporters Association ("ACOCRA") agree that the parties have complied with their respective obligations under the August 30, 2024 furlough side letter agreement, including but not limited to any bargaining obligations, and the furlough side letter agreement has sunsetted.

Notwithstanding the preceding statements, with respect to SEIU's March 11, 2025 grievance alleging the Court failed to "re-pay Furlough days" to retirees, SEIU and the Court preserve their respective positions, including but not limited to the Court's position that SEIU has no standing to represent the retirees and the matter is not substantively grievable and/or arbitrable and SEIU's position that the recent retirees that were furloughed should be made whole in line with other employees.

Date: June 12, 2025


SEIU, Local 1021



Alameda County Superior
Court Chapter President

Date: June 12, 2025


Chad Finke
Alameda County Superior Court

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Finke
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CONSENT CALENDAR

Confidential Materials for the following Consent Calendar Item is located in the CONFIDENTIAL: DISABILITY SUMMARY SHEETS and/or DISABILITY STATUS REPORT Section of BoardEffect:

Approve Written Decision regarding the Ara Hayes Disability Application



*Office of the Chief Executive Officer
Office of Administration*

DATE: October 16, 2025

TO: Members of the Board of Retirement

FROM: Dave Nelsen, Chief Executive Officer *DN*

SUBJECT: Request to Exceed the Annual Allotment for Business and Travel Expenses

In accordance with Section III.E (Page 2) of the *Board Travel Policy*, Trustees requesting to exceed their annual allotment for Business and Travel Expenses must receive approval from the Board prior to incurring the expenses. [**See** Enclosure 1.].

Trustee Steven Wilkinson is requesting the Board's approval to exceed his annual allotment to attend the Fall SACRS Conference, as he will only have \$718.51 left in his Allotment that can be used for all expenses, including airfare. Trustee Wilkinson is requesting to be reimbursed for the cost of hotel, transportation, meals and/or any other incidental items related to attendance at the SACRS Fall Conference. The total additional cost is not expected to exceed \$2,000.

Recommendation

That the Board consider Trustee Wilkinson's request to exceed his annual allotment to attend the Fall SACRS Conference.

Enclosure: 1) *Board Travel Policy*

ENCLOSURE 1



Board Travel Policy

I. Purpose

- A. To encourage ACERA Trustees (“Trustees”) to pursue educational and business-related initiatives that will assist the Trustees in meeting their fiduciary duties to administer the pension plan;
- B. To facilitate Trustees’ participation in such activities;
- C. To ensure that expenditures incurred from travel or business-related activities are prudent and cost-effective, and to mitigate the risk of improprieties arising from these activities.

II. Assumptions

The Travel Policy rests on the following important assumptions:

- A. Prudent oversight of a public sector pension plan requires that Trustees travel to business meetings and educational conferences or seminars held in or outside of the State of California. Travel and related costs incurred in doing so not only represent legitimate expenses of the plan, but are a sound investment in the ongoing success of the organization in meeting the needs of the membership.
- B. Any expenditures relating to travel by ACERA Trustees and reimbursement of travel-related expenses by the plan must comply with the Board’s fiduciary obligations to plan members and beneficiaries.
- C. Trustees shall disclose all expenditures and expenses for which they seek reimbursement on claim reimbursement form.

III. Policy Guidelines

- A. ACERA Trustees are authorized to incur reasonable expenses necessary to fulfill their fiduciary or operational duties pursuant to the Board Education Policy, subject to the guidelines contained herein and consistent with ACERA's Conflict of Interest Policy. ACERA shall reimburse Trustees for business and travel-related expenses consistent with this Travel Policy.
- B. Trustees shall ensure that all business and travel-related expenses are reasonable using ACERA specific business-related expense guidelines attached as Exhibit A.
- C. Each Trustee is allotted \$17,750 for the calendar year effective January 1, 2024. The allotment for each Trustee shall automatically increase by the Consumer Price Index (CPI) for the greater San Francisco area effective January 1 of each year, subject to budgetary constraints. Staff will automatically update the Policy to reflect the new allotment and will notify the Committee of the new amount each year.
- D. Excluded from the allotted annual amount are the following educational opportunities which provide unique, high-level learning opportunities for Trustees which are more expensive than typical training opportunities and in which Trustees are unlikely to participate every year:
 - 1. Half of the total expenditures of the Milken Global Institute conference. The total expenditures include conference fee, airfare, accommodation and other travel costs.
 - 2. For first time Trustees, the Wharton Portfolio Concepts and Management and CALAPRS Principles of Pension Management or comparable Wharton and CALAPRS Programs.
 - 3. The advanced Wharton and CALAPRS pension management trainings may be taken by each Trustee once every three years.
- E. Should a Trustee desire to incur business and travel-related expenses which exceed the annual allotment, the Trustee must receive approval from the Board before incurring the expense. Special consideration will be given to requests by New Trustees, who are encouraged to attend educational seminars to obtain sufficient knowledge to better prepare them to execute their fiduciary responsibilities and govern the system.

- F. In light of ACERA's asset allocation to international investments, the Board may authorize travel outside the U.S. if such a travel request is deemed to be consistent with all of the provisions in this Policy and the Conflict of Interest Policy. The Trustee shall seek approval for travel outside the U.S. from the Board.
- G. Trustees agree to make every attempt to attend any programs for which they have signed up to avoid the loss of travel and related expenses incurred by ACERA.
- H. Reservations for airline tickets and hotel accommodations may be made through the office of the CEO.
- I. When traveling by air Trustees may extend their trip if it will result in no additional cost or if it will result in a net savings to ACERA.
- J. Staff will provide each Trustee with a monthly statement listing the individual Trustee's travel and business related expenditures to date.
- K. Staff will provide the Operations Committee with a quarterly report identifying expenditures and the educational conferences that each Trustee has attended to date.

IV. Policy Review

The Operations Committee will review this policy every three years to ensure that it remains relevant and appropriate. The Committee shall make recommendations to the Board concerning any improvements or modifications it deems necessary.

V. Policy History

The Board reviewed and affirmed this policy, with revisions, on January 18, 2024.¹

¹ The Board adopted the Board Travel Policy on September 16, 1999. The Board reviewed and affirmed, with revisions, on September 20, 2001; May 19, 2005; May 18, 2006; November 9, 2006; October 18, 2007; November 19, 2009; March 18, 2010; January 20, 2011; November 8, 2012; September 19, 2013; October 16, 2014; November 12, 2015; June 22, 2017; February 15, 2018 and November 21, 2019. The Board reviewed and affirmed, without revisions, on November 9, 2011. The Policy is automatically updated from time to time to reflect the CPI adjusted travel allotment.



Board Travel Policy, Exhibit A Specific Travel Guidelines for Trustees

I. Purpose

These guidelines summarize the procedures for authorization and reimbursement of business and travel-related expenses for Trustees.

- A. The governing principle for business and travel-related expense reimbursement is that Trustees should neither profit nor suffer monetarily as a result of acquiring education and/or conducting ACERA business.
- B. Business and travel-related expenses include costs directly paid by ACERA to either an outside vendor for transportation, lodging, and related expenses, or to Trustees for reimbursement of incidental travel costs such as meals, tips, and baggage costs, incurred during the course of acquiring Trustee education or conducting ACERA business.
- C. ACERA will neither pay for nor reimburse a Trustee for business or travel-related expenses that have been or will be paid for or reimbursed from any outside sources.
- D. Trustees are expected to follow this Board Travel Policy in a manner that minimizes expenses and fairly assigns the costs of business-related activities to ACERA.

II. Reimbursement Request Responsibility And Requirements

- A. Trustees are required to comply with the Board Travel Policy. The Trustee requesting reimbursement or incurring the expense is responsible for ensuring all the following:
 - 1. The travel and other expenses are directly related to an approved education or business matter;
 - 2. Mileage and other reimbursement calculations are accurate; and
 - 3. Proper business justification and supporting documentation have been provided to ACERA for processing the expense.

- B. Trustees must account for all business and travel-related expenses.
 - 1. Substantiation of the expense requires the original receipts (a digital or photo copy of the original receipt is acceptable), printed confirmation of itinerary or order confirmation if purchased on the internet, and an adequate record of each expense indicating the provider of service or product, amount, date, and location of expense.
 - 2. Submit reimbursement within 45 days of completion of travel or the date the expense was incurred. Exceptions to the 45-day timeframe will be made for extenuating circumstance (e.g., illness, emergency, or unforeseen absence).
- C. The CEO or designee is responsible for approving a Trustee's request for reimbursement by verifying the following:
 - 1. Expenses were related to an approved business matter;
 - 2. Expenses are documented as required and the Board Travel Policy has been applied;
 - 3. Expense reports or other requests for reimbursement are both mathematically accurate and reasonable in amount in light of the business purpose; and
 - 4. The applicability of any exceptions.

III. General Expense Provisions

- A. ACERA will reimburse tips or gratuities for travel and business services such as meals, baggage handling and storage, ground transportation and hotel services. Reasonable and customary tips for meals are 15-25% of the bill. Tips for other services will be in amounts that are reasonable and customary for the service rendered.
- B. ACERA will not provide, pay for, or make reimbursements for the travel-related expenses of companions or spouses who accompany a Trustee on ACERA business.
- C. ACERA will not reimburse or pay for personal items or services unrelated to a valid business or educational purpose.
- D. At no time, and under no circumstances, stated or unstated in this Board Travel Policy, will ACERA reimburse or pay for alcoholic beverages.

IV. Automobile, Shuttle, Taxi and Alternative Transportation

A. Generally,

1. Trustees will select a reasonable and cost effective means of transportation such as personally owned vehicles, rental cars, taxis, shared economy options (e.g., Uber or Lyft), Bay Area Regional Transit (BART), Alameda County (AC) Transit and other forms of public transportation.
2. Trustees shall maintain receipts to obtain reimbursements. Fees for transportation, parking and tolls are all reimbursable.
3. ACERA will not reimburse for parking tickets, fines for moving violations, vehicle towing charges, or auto repairs and maintenance.

B. Personally Owned Vehicles (POV)

1. Trustees may only use their POV for ACERA business if they are in possession of both a valid driver's license and maintain current comprehensive auto insurance, including liability limits that match those carried by ACERA's vehicle insurance policy. If not, the Trustee is not authorized to drive for ACERA business travel.
2. Trustees may use their POV instead of flying if they provide documentation that the cost of using a POV is comparable to flying and, if needed, airport transportation and rental car charges at the final location.
3. Reimbursement for mileage is based on the Internal Revenue Service's (IRS) business standard mileage rate. ACERA will only reimburse mileage for the most reasonably direct route (given traffic and other constraints) driven solely for business purposes.

C. Mileage Expenses

1. To receive reimbursement for mileage, Trustees must complete an expense report specifying the purpose of the trip, point of origin, destination and date of trip. Trustees shall submit a documented route through a mapping service to verify the mileage.

2. Mileage shall ordinarily be computed one of the following two ways, depending upon the circumstance: (a) Between the Trustee's office and the common carrier or destination (if Trustee left for travel from the workplace); or (b) Between the Trustee's residence and the common carrier or destination (if Trustee left from his or her residence).

D. Rental Car Travel (Domestic and Foreign)

1. Rental cars are authorized only when another form of ground transportation is either unavailable or would create an unreasonable hardship for the Trustee. Trustees shall rent cars that are economical and reasonable.
2. Rental vehicles for ACERA business purposes are subject to the following conditions:
 - a. All drivers of rental vehicles must be over the age of 25 unless pre-approved by the CEO or designee.
 - b. ACERA's automobile insurance provides liability coverage, but does not provide coverage for any physical damage to the automobile. Collision insurance coverage provided by the rental agency is required for all vehicles.
 - c. If a rental vehicle is required for travel outside the United States, the Trustee is required to contact ACERA's Legal Department or Administration Department to ensure the agency's automobile insurance policy coverage is in force at the foreign destination.
 - d. Any accident involving a rental vehicle must be reported in writing within 24 hours to both the car rental agency and the CEO or designee except in cases of injury rendering the ACERA Trustee unable to report within 24 hours.
3. Trustees are required to cooperate in the investigation of any accident involving their rental car.

V. Airline Travel

A. Airline Fares

Airfares should be the most economical that are reasonable under the circumstances regardless of whether ACERA purchases the tickets or Trustees purchase their own airline tickets.

B. Baggage and Lost Luggage/Items

The airline charge for one checked bag is a reimbursable business expense. Charges for more than one bag will be reimbursable under the following circumstances:

1. The Trustee is transporting ACERA business and/or conference materials; or
2. The Trustee is on a travel period longer than 3 days or is traveling internationally.

ACERA does not purchase or maintain insurance coverage for lost luggage or the personal belongings of Trustees while on ACERA business travel.

C. Parking or Other Forms of Transportation for the Airport

Airport or other business parking will be reimbursed. Trustees are urged to seek cost effective transportation to and from the airport such as shuttles or other public transportation.

VI. Lodging

A. Generally:

1. ACERA will directly pay for or reimburse for lodging expenses for a standard room during ACERA-related travel, which could also include an upgraded room where there is no increased cost.
2. ACERA will reimburse for business related services such as Wi-Fi connection, printing, and faxing when such expenses are incurred for authorized business travel.
3. If paying with a personal credit card, the Trustee must present an itemized hotel bill for reimbursement of lodging expenses.

B. Cancellations

1. ACERA will pay for costs incurred as a result of a hotel room cancellation only under extenuating circumstances such as illness or emergency.
2. A written explanation for the cancellation verified by the CEO or designee must be submitted to the Fiscal Service Department within 15 days of the cancellation.

C. “No-Show” Charges

1. Trustees are responsible for requesting a refund from the hotel for a “no show” charge regardless of whether ACERA or the Trustee made the reservation.
2. In the case of flight delays or cancellations which are outside of a Trustee’s control, ACERA will reimburse for additional expenses incurred to continue travel, such as rebooking fees or increased airfares.

VII. Meals For Business Meetings While Traveling

A. Trustee only Business Meals

1. ACERA will reimburse for meals during business-related travel (as distinguished from local business meals covered below in Section VIII) at a rate not to exceed \$150 per person, per day. The \$150 limit applies to the total cost, including all taxes, tips and other charges. Receipts for all meals are required.
2. As a general rule, Trustees are not expected to incur personal expense for meals while attending conferences, training workshops, and similar activities. If meals are provided and paid for as part of the cost of attendance, Trustee should exercise fiduciary responsibility and make a reasonable adjustment to the \$150 a day meal allowance. If, however, dietary restrictions prevent consumption of provided meals, no adjustment in the meal allowance is expected.

B. Business Meals for Others

1. Trustees may pay for the meals of other ACERA Trustees as part of a business-related meeting.
2. ACERA will also reimburse Trustees for meals paid for on behalf of other meeting attendees so long as the meal is for an ACERA business purpose and the expense is reasonable in light of that business purpose.
3. The receipt submitted by the Trustee must include the business justification for the expense and the names of all meal recipients and their affiliation with ACERA.

VIII. Meals For Business Meetings When Not Traveling

A. Trustee Only Business Meals

1. ACERA will reimburse Trustees for meals incurred as part of a meeting only where the primary purpose of the meeting is to conduct ACERA business and there is a valid business need to meet over the meal.
2. The receipt submitted by the Trustee must include the name of each meal recipient and the business purpose for purchasing the meal for the others. Meals under this circumstance should not exceed \$37.50 each for breakfast and lunch and \$75 for dinner per person. The limits apply to the total cost, including taxes, tips and other charges.

B. Trustee Only Meals at Local Conferences, Seminars, Workshops, etc.

1. ACERA will reimburse Trustees for the cost of their meals when attending a local conference, seminar, workshop, presentation, or other similar group meeting when it extends through the usual mealtime.
2. The receipt submitted by the Trustee must include the purpose of the meeting and should not exceed \$37.50 each for breakfast and lunch and \$75 for dinner. The limits apply to the total cost, including all taxes, tips and other charges.
3. Meals provided and paid for by ACERA for in-house training, seminars, workshops, or meetings are not included in this Board Travel Policy.

IX. Lost Receipts

- A. A receipt or a credit card statement is required for all requests for reimbursement of purchases over \$5.
- B. If a Trustee loses a receipt and cannot obtain a duplicate, the Trustee may receive reimbursement by providing ACERA with a completed Affidavit Form for Business Expenses without Receipt. The use of affidavits is expected to be an exception and not a regular practice.



*Office of the Chief Executive Officer
Office of Administration*

DATE: October 16, 2025
TO: Members of the Board of Retirement
FROM: Dave Nelsen, Chief Executive Officer *DN*
SUBJECT: Voting Proxy on SACRS Business Meeting Action Items

As you are aware, the State Association of County Retirement Systems (SACRS) will be conducting its Business Meeting at the Fall Conference on November 14, 2025. There are action items the Board of Retirement can vote on, if it chooses to do so. While the actual Business Meeting Packet was unavailable at the time of distribution of the Board of Retirement packet, based upon information from SACRS, the likely action items are as follows:

- Secretary's Report-Receive and File
- Treasurer's Report-Receive and File

The above referenced items are common, and fairly pro-forma.

Additionally, there will be a legislative proposal from the SACRS Legislative Committee and approved by the SACRS Board of Directors that would address six issues:

Issue #1: Technical amendments to update cross references to the LACERA Board of Investments provisions.

Issue #2: Clarifying in the CERL that only actively employed members can vote in Board elections. Currently two systems, Alameda and Fresno, allow deferred members to vote in the election of the active representatives on the Board. This conforms with PERS and STRS rules and provides consistency within the CERL plans.

Issue #3: Establishes a 10-year statute of limitation for recovery of overpayments due to fraudulent reports or overpaid death benefits. Conforms to current code sections for LACERA (GC 31540) and CalPERS (GC 20164).

Issue #4: Technical amendments correcting incorrect code references of "earnable compensation" to "compensation earnable".

Issue #5: Clarifies practice of the majority of CERL systems that only the last system pays the burial allowance for reciprocal members. Conforms to CalPERS practice under Government Code section 21621 and creates a better, uniform standard across pension systems.

Issue #6: Clarifies definition of "concurrent retirement" to match the CalSTRS definition in the Education Code section 22115.5. Provides administrative flexibility to concurrently retire reciprocal members on different dates within 30 days of each retirement date, as long as there is not overlapping service. Similar exception is already provided in Government Code section 31835.1 to accommodate conflict in concurrent retirement problem due to age eligibility.

Recommendation

I would recommend you advise me to vote to receive and file or approve any pro forma motions and to vote to support the legislative proposal.

Your options are to:


1. Instruct the CEO (or his Designee) on how to vote on each individual SACRS action item; or
2. Give the CEO (or his Designee) authority to vote proxy on all the SACRS action items using his discretion on behalf of the Board of Retirement, which includes voting on the legislative proposal.



MEMORANDUM TO THE BOARD OF RETIREMENT

DATE: October 16, 2025

TO: Members of the Board of Retirement

FROM: Lisa Johnson, Assistant Chief Executive Officer 

SUBJECT: **ACERA 2025 Board of Retirement Election Update**

Nomination Results Summary

The nomination period for the 2025 Board of Retirement Election (election) closed on September 29, 2025 for 5 open seats on the Board. There were 6 requests for election information packets. In total, 5 certifications were issued for 4 of the 5 open seats.

With the nomination period over, only 1 of the 5 initial seats will move forward in the election, since the seventh, eighth, and alternate eighth candidates went unopposed¹ (see list below). The winning candidates will each serve a 3-year term commencing January 1, 2026, and ending December 31, 2028.

Seventh Member to represent the safety members

1. Ross Clippinger, Incumbent

Eighth Member to represent the retired members

1. Elizabeth Rogers, Incumbent

Alternate Eighth Member to represent the retired members

1. Kathy Foster, Candidate

Mr. Ross Clippinger, the incumbent Seventh Member, was the only person to submit nomination papers and to be certified as a candidate for the Seventh Member. Ms. Elizabeth Rogers, the incumbent Eighth Member, was the only person to submit nomination papers and to be certified as a candidate for the Eighth Member. Ms. Kathy Foster, was the only person to submit nomination papers and to be certified as a candidate for the Alternate Eighth Member.

¹ Pursuant to Government Code Section 31523 and ACERA's Board Election Policy, if only one candidate is certified for any designated seat, the Board of Supervisors shall order that no election be held and shall direct the Clerk of the Board of Supervisors to cast a unanimous ballot in favor of the nominated member. ACERA staff will work with the Board of Supervisors to complete this process on behalf of Mr. Clippinger, Ms. Rogers and Ms. Foster.

Given the outcome of the nomination period, ACERA's 2025 election will be held from November 12, 2025 to December 17, 2025 to elect the third member representing general members.

Election Ballot and Timeline of Events

As with all past elections and in accordance with the board election policy, lots were drawn for name placement on the ballot.

Below is the order of the names and designations for the third member candidates as they will appear on the 2025 election ballot:

1. Yeon Park, Rehabilitation Counselor
 2. Scott Ford, Deputy District Attorney
-
- A public review period of the candidate statements will be held for ten (10) calendar days, ending on October 10, 2025.
 - The What's Up – election edition will be mailed to general members on October 31, 2025.
 - Ballots will be mailed to general members on November 12, 2025.
 - The election will end on December 17, 2025 at 5:00 pm.
 - Ballots will be counted at ACERA by MK Election Services on December 18, 2025, at 9:00 am.
 - Election results will be announced on December 18, 2025, at the December 18, 2025 Board meeting by ACERA's Chief Executive Officer.

NEW BUSINESS

Materials for the New Business Item entitled: Disability Process Overview will be distributed under Separate Cover.



Office of the Chief Executive Officer

DATE: October 16, 2025

TO: Members of the Board of Retirement

FROM: Dave Nelsen, Chief Executive Officer

DN

SUBJECT: Chief Executive Officer's Report

Senior Manager Recruitment

None

Committee/Board Action Items

Follow-Up Board Item	Assigned Senior Leader	Estimated Completion Date	Completion Date	Notes
Have a presentation on AI.	Dave Nelsen	December 2025		The Board would like to have a presentation on AI, its application and impact to the pension field, and what ACERA is doing to respond/utilize this new technology.

Conference/Event Schedule

None

Other Items

Business Planning Update

Attached are the 2025 Business Plan updates.

I would call your attention to the update regarding participating in benchmarking activities with CEM. Due to contractual discussions and staff turnover at CEM, we will be delaying our participation to the first quarter of 2026.

Legislative Update

The monthly Legislative Update from the SACRS lobbying firm which discusses bills of interest and their status was delayed this month to adjust to the October 14 bill signing deadline of the Governor. However the following bills were already signed by the Governor.

SB 853 (Committee Omnibus Bill) - includes clarifying changes to the CERL:

- Clarifies that for members subject to PEPRA, the retirement association shall compute absences using the member's pensionable compensation at the beginning of the member's absence.
- Clarifies that where a member's service through reclassification, has been converted from general to safety member service, service converted after PEPRA's effective date is subject to PEPRA's prohibition of retroactive benefits. Thus, clarifies that conversion shall apply only to service after the operative date of the reclassification and not to all prior service.
- Clarifies how CERL employers should report retired annuitants to their retirement association.
- Status: This bill was approved by the Legislature and has been signed by the Governor.

SB 707 (Durazo) - adds additional teleconferencing meeting requirements for certain local governments until 2030 to allow members of the public to attend a public meeting via a two-way teleconferencing option. It also extends the exceptions for Board or Committee members to attend meetings virtually through 2030. The bill would also require additional alternative language noticing requirements, among other requirements. The bill has been limited to cities and counties with a population of 30,000 or more as well as the Special Districts that have an internet website and meet any of the following conditions:

- The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.
- The special district has over 1,000 full-time equivalent employees.
- The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed \$400 million, adjusted annually for inflation, as specified, and the special district employs over 200 full-time equivalent employees.

Status: The bill was approved by the Legislature has been signed by the Governor.

Other Items

Stand-by Pay Issue: We are continuing to gather information from the employers to determine whether stand-by pay has been appropriately reported to ACERA. For one employer, we have determined that some pay codes being reported were incorrect and have informed the employer to discontinue reporting them to ACERA. Once we have all the information, we will bring it to the Board to discuss next steps, corrections, etc.

Budget: Through August, ACERA is \$320K or 1.92% over budget. The primary reason is how we are showing depreciation for our PAS project costs. Currently, depreciation is \$529K over budget. During our audit with Williams Adley, they informed us of a requirement to depreciate the costs of the project sooner than what we had budgeted. In terms of what we have actually spent, we are under budget by \$209K. The depreciation is the driver of our current overage and will likely continue that way for the rest of the budget year.

We will continue to monitor the budget situation and will approach the Board if an adjustment appears warranted.

Key Performance Indicators

Below are the high-level performance indicators for ACERA, with the latest scores included:

Scorecard KPI	2025 Performance Goal
PRUDENT INVESTMENT PRACTICES	
Portfolio Performance vs. Policy Benchmark	<i>Annualized 10-year return will meet or exceed Policy benchmark at the total fund level</i> As of August of 2025: 10 year net return 8.61%, policy index 8.91%.
EFFECTIVE PLAN ADMINISTRATION	
Actual Spent vs. Approved Budget	<i>On budget or 10% below 2025 approved budget</i> As of August of 2025: 1.92% over budget.
COMPREHENSIVE ORGANIZATION DEVELOPMENT	
Employee Engagement Survey Results	<i>80% of responses in top two rating boxes on the question: "Is ACERA a great place to work?"</i> As of the latest survey (October of 2024): 77%.
SUPERIOR CUSTOMER SERVICE	
Service Excellence Survey	<i>80% of responses in top two rating boxes on the question: "Did ACERA meet or exceed my expectations for my customer service experience?"</i> For 2nd Quarter of 2025: 100%.

ACERA BUSINESS PLANNING PROJECTS UPDATE

1. WFE Phase III (Adoption Into OnBase Platform)

Goal 2 (Complete in November 2025)

Migration of job performance and job development plans into the OnBase Workforce Excellence module for use by both team members and leaders. After this is completed, the entire Workforce Excellence process will have been migrated into OnBase. The OnBase Software Upgrade Project completion status was a predecessor to resuming this project. Migration is ongoing.

2. PAS 2.0 Post-Implementation Initiatives

Goal 3 (Complete in December 2025)

These initiatives are various additional improvements together with contractual items identified as pour-over for Pension Gold V3. All remaining critical work items for the 2025 pipeline have resources committed and a target finish date identified. Currently, prioritized work items are at 88% complete. The project is on track for completion in December.

3. General Ledger System - New Product Selection

Goal 3 (Completed September 18, 2025)

The Great Plains Upgrade Project Team was to select the final software vendor from the list that was narrowed down in 2024. The 2025 new product selection initiative is now complete. The Cross-Departmental Team selected Microsoft Business Central. The goal is to target the next phase of the General Ledger System Project – implementation, for 2026.

4. Customer Service – Member Engagement Enhancement

Goal 4 (Complete November 1, 2025)

To strengthen member engagement, this project focuses on creating a series of short video tutorials addressing the most frequently asked questions. Using member email transcripts and AI tools, we identified the issues members most often need help with so we can provide clear self-service guidance. Scripts for the first seven videos have been completed and are ready to move into production. The project remains on schedule, with all videos targeted for completion by the November 1 deadline.

5. **CEM – Benchmarking (Administration)**

Goal 3 (This will now be undertaken during the first half of 2026)

This project would review administrative benchmarking process and tools available to help measure, compare and guide assessment of our pension administration costs, resource levels and the value of service we provide to our members.

Due to delayed contract negotiations and key staff turnover at CEM, the initiation of this project was delayed. Since the annual survey is typically provided in the first quarter of the calendar year, the timing of completing the survey this year, which would likely be in the fourth quarter, and then completing next year's survey in the first quarter of 2026 doesn't add value or provide any real difference in the data provided. Consequently, we will participate in the survey for the first time in 2026.

6. **Internal Administrative Dashboard Tool Review and Selection**

Goal 3 (Complete by November 30, 2025)

Review and selection of an internal tool for allowing input of data and for displaying data in a dynamic, graphical, and interactive format. Requirements have been collected from end-users, and the team is sifting through the items now.

7. **2025 Business Initiative for Investments - Clearwater Onboarding**

Goal 1 (Complete by December 31, 2025)

Onboard ACERA into the Clearwater Analytics (CW) service provider platform. CW's benefits for ACERA will provide increased efficiencies and timely accessibility of investment data, automation of many processes, improved record keeping and retention, and an extra resource for data reconciliation. This project requires involvement from multiple ACERA departments (Investments, Fiscal Services, Legal), and once onboarding is complete it will also benefit the same three departments. The onboarding process will build and transition historical and current ACERA information and data into CW's systems. The project scope will cover setting up the required user IDs, conducting user training and ongoing client service check-ins. The project is expected to be complete by the end of December 2025. Preliminary training has kicked off, as data onboarding has been completed and reconciliation is in process; the project remains on track.

8. **Letter Printing Initiative Assessment**

Goal 4 (Complete by September 30, 2025)

Automate some members' printing output for process efficiency and business resilience. The 2025 phase of the project will be dedicated to requirements assessment and limited testing of potential tools and technology. Quadient's Impress Distribute subscription and service has been selected to test the sample population of letters. Testing materials were selected and provided to the vendor for pilot testing purposes and user training is forthcoming.

CLOSED SESSION

12A. Government Code Section 54957(b)(1): Public Employee Evaluation (Chief Executive Officer).

IF THERE ARE ANY MATERIALS TO BE DISTRIBUTED FOR AGENDA ITEM 12A. ABOVE, THEY WILL BE DISTRIBUTED UNDER SEPARATE COVER.