

SETTLEMENT OF IMPACT OF ALAMEDA DECISION

Section 1: Introduction

The County and the California Nurses Association (CNA) enter into the below agreement to mitigate the impact of changes in the determination of earnable compensation following the California Supreme Court decision in *Alameda County Deputy Sheriffs' Association et al. v. Alameda County Employees' Retirement Association and Board of Retirement of ACERA* (the "Alameda Case").

Section 2: One-Time Lump Sum Payment

- Group #1

Employees who received standby, call-back or medical support weekend differential from August 3, 2019 through July 31, 2020 and who retire before July 31, 2023 shall receive a one-time lump sum equal to the amount of return to work pay the employee received from August 3, 2019 through July 31, 2020.

- Group #2

Employees who received standby, call-back or medical support weekend differential from August 3, 2019 through July 31, 2020 in an amount greater than 6.0% of their current salary and who also do not retire before July 31, 2023 shall receive a one-time lump sum equal to 100% of the County's share of retirement costs on the amount of the standby, call-back or medical support weekend differential the employee received from August 3, 2019 through July 31, 2020.

The lump sum amounts noted above shall be deposited into the employee's retirement medical trust (RMT) account.

Employees who do not intend to retire before July 31, 2023 (i.e., Group 2) can make a one-time irrevocable election before July 31, 2023 to receive his/her lump sum payment. If such an employee thereafter retires before July 31, 2023 the employee shall not be eligible to receive the higher lump sum amount.

Those who retire before July 31, 2023 (i.e., Group 1) shall receive the lump sum payment upon retirement from the County.

Any employee who, prior to the date of the Board of Supervisors approval of this agreement, separates from the County or separates from the Nurses Bargaining Unit and enters another bargaining unit or group (e.g., Nurses Unit to Nurses Supervisory and Management Unit) shall not receive this one-time lump sum payment.

Any employee who, after the date of the Board of Supervisors approval of this agreement, fails to make a one-time irrevocable election and separates from the Nurses Bargaining Unit or separates from the County (with the exception of those retiring) shall automatically have their applicable lump sum deposited into the employee's RMT account.

Section 3: Waiver

In exchange for the consideration provided in this Agreement, CNA and CNA's representatives, administrators, agents, and assigns irrevocably and unconditionally agree to release and forever discharge the County and any of its affiliates, officers, directors, employees, trustees, and agents from any and all claims, damages, charges, arbitrations and liability, causes of action of every kind and nature, whether known or unknown, whether discovered or undiscovered arising from any action or conduct of either Party relating to this Agreement prior to the date upon which this Agreement is executed by the respective Party, including any Claims arising out of, or in any way related to the impact of the Alameda decision and/or the

SBCERA interpretation and application of the Alameda decision by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter.

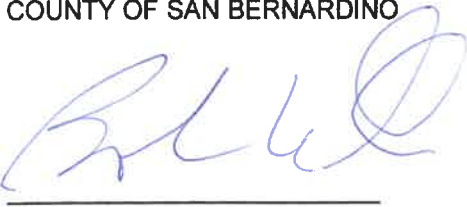
CNA further agrees not to support, financially or otherwise, any individual employee claim or action for personal relief against the County as described above.

The parties have read this Agreement in its entirety and understands all of its terms.

CNA had the opportunity to consult with an attorney before signing this Agreement.

DATED: 11/12/2020

COUNTY OF SAN BERNARDINO



A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

CALIFORNIA NURSES ASSOCIATION



A handwritten signature in blue ink, consisting of a first name and a surname, positioned above a horizontal line.