

## SETTLEMENT OF IMPACT OF ALAMEDA DECISION

### Section 1: Introduction

The County and the San Bernardino County Probation Officers Association (SBCPOA) 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 on-call or standby pay from August 3, 2019 through July 31, 2020 and who retire during the term of the Memorandum of Understanding (MOU) 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 on-call or standby pay from August 3, 2019 through July 31, 2020 in an amount greater than the total amount of their across-the-board increases during the term of their MOU and who also do not retire during the term of the MOU shall receive a one-time lump sum equal to 100% of the County's share of retirement costs on the amount of the on call or standby pay the employee received from August 3, 2019 through July 31, 2020.

The lump sum amounts noted above shall be deposited into the retirement medical trust (RMT) and/or 401a account as requested by the employee. If an employee fails to make a designation, the default of any lump sum payment shall be to the employee's RMT account. If the lump sum payment exceeds the maximum allowable contribution for the 401a account under applicable law (e.g., IRS regulations, etc.) then any amount that exceeds such contribution shall be paid to the employee in cash.

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

Those who retire during the term of the MOU (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 Probation Bargaining Unit and enters another bargaining unit or group (e.g., Probation Unit to Specialized Peace Officer Supervisory 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 designation and separates from the 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.

**If any other County bargaining unit receives an amount greater than the amounts specified above for employees in Group 1 or Group 2, or if another eligible Group is added for employees in another bargaining unit, those greater amounts or new eligible Group shall automatically be extended to employees this bargaining unit.**

**Section 3: Waiver**

In exchange for the consideration provided in this Agreement, SBCPOA and SBCPOA's representatives, administrators, agents, and assigns irrevocably and unconditionally fully and forever waive, release, and discharge the County from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "Claims"), that SBCPOA may have or has ever had against the County including, but not limited to, 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 from the beginning of time up to and including the date of the parties execution of this Agreement.

This waiver includes any and all claims arising under tort, contract, and quasi-contract law, including but not limited to claims for compensation or wages of any type, negligence, breach of an express or implied contract, tortious interference with a contract or prospective business advantage, breach of the implied covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, false imprisonment, nonphysical injury, personal injury or sickness, or any other harm; any and all claims arising under any County charter provision, ordinance, policy, procedure, practice, personnel rule or memorandum of understanding; any and all claims before the Public Employment Relations Board, a grievance under any applicable memorandum of understanding, or any other administrative action before the County or any subdivision of the County.

SBCPOA 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.

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

DATED: 12/3/2020

COUNTY OF SAN BERNARDINO



SAN BERNARDINO COUNTY PROBATION  
OFFICERS ASSOCIATION



Miguel Mayorga - Acting President/President Elect  
SBCPOA