

**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND  
PEU AFSCME, Local One**

This Side Letter is by and between the Public Employee Union AFSCME, Local One ("Union") and the County of Contra Costa ("County") and is effective immediately following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and the Union (July 1, 2022 - June 30, 2026) under Section 5.15 - Deferred Compensation Incentive to include an additional sub-section (5.15 .C) providing for a County contribution towards active employees' deferred compensation accounts pursuant to the funds referenced in Section 54 - Non-Healthcare/Non-General Wage Re-Opener.

**5.15 DEFERRED COMPENSATION.**

**A. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

The County will provide annually to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

**B. Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization

- period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
  7. An employee may have only one loan at a time.
  8. Payment for the loan is made by monthly payroll deduction.
  9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
  10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
  11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

**C. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 54 - Non-Healthcare/Non-General Wage Re-Opener):**

The County shall provide a monthly deferred compensation contribution to eligible employees in the AFSCME, Local One bargaining unit who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2024 contribution only, the pro-rata amount for each employee will be determined by dividing \$229,000 by the number of eligible employees across the AFSCME Local One bargaining unit enrolled in the County's deferred compensation program on October 1, 2024. This contribution amount will be distributed proportionately on a monthly basis starting with the November 10, 2024 pay date, for the remainder of the 2024 calendar year.

For all subsequent years, the pro-rata amount for each employee will be determined for the applicable year by dividing \$229,000 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's prorata share is subject to change


from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle are not exceeded.

The terms of this Side Letter are effective in the calendar year in which the Side Letter is executed and will be incorporated into the next MOU between the County and the Union. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 54 - Non-Healthcare / Non-General Wage Re-opener for the Public Employees Union AFSCME, Local One. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and PEU AFSCME, Local One (July 1, 2022 - June 30, 2026) remain unchanged by this Side Letter.

**Date:** September 25, 2024

**Contra Costa County:  
(Signature / Printed Name)**

 / Kristin Owen


 / David Sanford

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**PEU AFSCME, Local One:  
(Signature / Printed Name)**

 / Jeff Apkarian

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