

SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
(SBCERA)

RESOLUTION

SBCERA EMPLOYMENT RESOLUTION

I. TERMS AND CONDITIONS

This Employment Resolution, which includes the SBCERA Salary Rate and Step Advancement Plan, hereinafter "Resolution", shall be effective on May 4, 2013, and shall remain in effect indefinitely and may be amended for any reason at any time at the sole discretion of the Board of Retirement (Board). EMPLOYEES subject to the terms of this Resolution will be given thirty days (30) written notice before any amendments to this Resolution become effective.

EMPLOYEES subject to the terms of this Resolution (EMPLOYEES) include: all EMPLOYEES hired on or after the effective date of this Resolution and any existing EMPLOYEES who were employed by SBCERA before the effective date of this Resolution and who later agree in writing to be bound by the terms of this Resolution.

EMPLOYEES shall be EMPLOYEES of SBCERA pursuant to Government Code sections 31522.5 and 31522.7.

At Will Status: EMPLOYEES shall be full-time, "at-will" EMPLOYEES and serve at the pleasure of the Chief Executive Officer (CEO), who shall have the authority and discretion to exercise SBCERA's rights under this Resolution subject to ratification by the Board of Retirement, except that the Chief Executive Officer and the Chief Counsel shall serve at the pleasure of the Board of Retirement, and employees in the Legal Division shall serve at the pleasure of the Chief Counsel. When either the CEO or the Chief Counsel, as applicable, exercises SBCERA's right to terminate an employee pursuant to this section, that action shall be agendaized for ratification at the next available meeting of the Board of Retirement, scheduled as a closed session item in compliance with, and subject to the employee's right to elect an open session under, Government Code section 54957.

Conflict of Interest: EMPLOYEES shall devote such time, effort, ability and attention to the business of SBCERA as may be required to perform faithfully and fully the duties of the specific position to which each EMPLOYEE is hired, and EMPLOYEES shall not engage in any business or transaction and shall not have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of his/her official

duties or would tend to impair independence of judgment or action in the performance of his/her official duties. However, this Resolution shall not prohibit independent acts or other forms of enterprise during those hours not covered by active SBCERA employment providing such acts do not constitute a conflict of interest as defined herein.

EMPLOYEES are subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to SBCERA employment.

Letter of Employment: EMPLOYEES will be subject to this Resolution by signing a SBCERA Letter of Employment, which shall state: the job title, the duties of the position, the salary range, applicable benefit plan and leave provisions, and FLSA status.

Termination of Employment: Employee or SBCERA may terminate an employee's employment at any time without cause. If an Employee is terminated or asked to resign by SBCERA, the Employee shall receive the following as termination pay: Non-Exempt employees – two (2) pay periods of base salary, Exempt employees – three (3) pay periods of base salary.

II. COMPENSATION AND BENEFITS

A. Base Salary. EMPLOYEES shall be hired at an annual base salary as determined by the CEO, and pursuant to the Salary Rate and Salary Advancement Plan. Payment for such services shall be made on an equal biweekly basis.

B. Salary Step Advancement and Cost of Living Adjustment. EMPLOYEES shall be eligible for salary step increases and cost of living adjustment in accordance with the SBCERA Salary Rate and Step Advancement Plan.

C. Benefits. SBCERA has established a Memorandum of Understanding (MOU) with San Bernardino County to provide benefits and payroll services to SBCERA EMPLOYEES, and EMPLOYEES shall receive the same County benefits as a County employee in the same or similar classification. However, EMPLOYEES are at-will employees, do not have civil service appeal rights, and serve at the pleasure of SBCERA. Any County benefits to the contrary are not applicable. If SBCERA establishes some or all of its own benefit plans and payroll services or develops its own compensation plan, then SBCERA shall provide similar benefits to EMPLOYEES at an approximately equivalent dollar amount.

EMPLOYEES shall have the same leave benefits, accruals of leave and cash-in/conversion rights regarding leave as are provided for the EMPLOYEES' same or similar San Bernardino County classification with the following exception regarding accrual of leave time and unused sick leave. EMPLOYEES shall begin accruing vacation leave upon hire date. At separation from service with SBCERA for reasons other than death or disability retirement, EMPLOYEES will be required to contribute the cash value of unused sick leave balances to the SBCERA Retiree Health Reimbursement Plan.

D. Retirement. EMPLOYEES shall participate in SBCERA's retirement system during the term of this Resolution. For all EMPLOYEES in positions comparable to non-exempt County general employees hired prior to January 1, 2013 and/or those employees otherwise eligible to receive this benefit as per the California Public Employees' Pension Reform Act of 2013 and any other relevant law, SBCERA will pay EMPLOYEES' required member contribution to the retirement system at the rate of 7% upon the Employee reaching 5 years of service. For EMPLOYEES in exempt classifications hired prior to January 1, 2013 and/or those employees otherwise eligible to receive this benefit as per the California Public Employees' Pension Reform Act of 2013 and any other relevant law, SBCERA will pay EMPLOYEES' required member contribution to the retirement system at the rate of 7% upon hire. In addition, SBCERA will also pay Exempt EMPLOYEES' supplemental amount at the same rates and amounts as the County pays Exempt employees in the same or similar Exempt classification. But if SBCERA establishes its own compensation plan, then SBCERA shall provide similar benefits to EMPLOYEES at an approximately equivalent dollar amount.

1. The member contributions made under this section shall be refundable to Employee (at the time and to the extent available under general operating rules of SBCERA) and shall reduce Employee's obligation to make member contributions to SBCERA on a dollar for dollar basis.
2. Any member contributions to SBCERA which are not paid by SBCERA as provided in this section and are paid by Employee shall be "picked up" (for tax purposes only) by SBCERA and shall be treated as employer contributions for tax purposes only. The Board shall adopt such resolutions and take all other action that is necessary or appropriate to comply with the Internal Revenue Code to achieve this result.

E. Medicare. EMPLOYEES shall participate in Medicare and shall not participate in the OASDI portion of the Social Security system.

F. Expense Reimbursement. EMPLOYEES will be reimbursed for reasonable expenses related to SBCERA business. Upon completion of a meeting, seminar, conference, training or speaking engagement, EMPLOYEES shall complete a claim for expenses for meals, lodging, transportation and any other business-related expenses within thirty (30) days of such event. EMPLOYEES and SBCERA will follow the guidelines for these reimbursed items in accordance with the then current Expense Reimbursement guidelines applicable for the same or similar San Bernardino County classification or similar SBCERA policy if adopted by the Board.

G. Portable Communication Device Allowance. For certain classifications as designated by the CEO, EMPLOYEES shall receive a biweekly portable communication device allowance. SBCERA shall pay for any license and setup expense for the device, if any, as long as the employee purchases a portable communication device capable of sending and receiving cellular telephone calls and capable of sending and receiving e-mails to and from SBCERA, and as long as the employee pays for the equipment and monthly voice data plans.

III. GENERAL PROVISIONS

A. Payroll. Submission of hours worked shall be through the County's payroll reporting system and the Employee must make arrangements for the direct deposit of paychecks into their financial institution of their choice via electronic fund transfer.

B. Driver's License and Insurance. EMPLOYEES must possess a valid California driver's license at all times during employment. EMPLOYEE agrees to allow SBCERA to obtain a Department of Motor Vehicles report of EMPLOYEE's driving record.

In order for EMPLOYEES to be able to use a private vehicle during the performance of their duties, each EMPLOYEE shall be covered by vehicle liability insurance at least equal to:

1. \$250,000 for single injury or death;
2. \$500,000 for multiple injury or death;
3. \$100,000 for property damage.

C. Proof of Eligibility to Work. EMPLOYEES shall submit evidence of eligibility to work in the United States, verification of identity, driver's license, and car insurance within three (3) working days of the effective date of employment.

D. No Other Compensation and Benefits. EMPLOYEES shall receive only the benefits and compensation specifically set forth in this Resolution. This Resolution provides for the full compensation to EMPLOYEES for the services required hereunder and supersedes all prior incentive and compensation plans, oral and written agreements, understandings, commitments, and practices between them, including all prior employment agreements, whether or not fully performed by EMPLOYEE before the applicable date of this Resolution. EMPLOYEES shall not be entitled to any other incentives, compensation or benefits not specifically set forth in this Resolution. No oral modifications, express or implied, may alter or vary the terms of this Resolution. Any representations contrary to this Resolution, express or implied, written or oral, are hereby disclaimed. SBCERA recognizes that certain employees have received other benefits not specifically included in this Resolution. Therefore, the following benefits will continue to be provided to the employee, if specifically stated in their special district contract:

Termination Pay

Non-Refundable Retirement Contributions

E. Notice. Any notice to SBCERA required or permitted under this Resolution shall be given in writing to SBCERA, either by personal service or delivery to the Chief Executive Officer, or Chief Counsel in the case of Legal Division employees, or if not by personal service or delivery, by messenger, by a nationally recognized overnight courier service (receipt requested) or by registered or certified mail (return receipt requested), postage prepaid, addressed to SBCERA'S CEO, or Chief Counsel in the case of Legal Division employees, at the then principal place of business of SBCERA. Any such notice to EMPLOYEE shall be given in a like manner and, if sent by messenger service, by a nationally recognized overnight courier service or by registered or certified mail, shall be addressed to EMPLOYEE at his/her home address then shown in SBCERA records. A notice shall be deemed to have been duly given (a) on the date of service or delivery, if personally served on or delivered to the party to whom notice is to be given, or (b) when received if sent by messenger service, by overnight courier service or by registered or certified mail to the party to whom the notice is to be given in the manner provided in this section.

IV. PERSONNEL POLICIES

Personnel policies adopted by the CEO, which may be modified, amended, deleted, or added to in the future, at the pleasure of the CEO, are contained in the Employee Handbook and apply fully to all EMPLOYEES. EMPLOYEES are encouraged to become familiar with these policies.

THEREFORE BE IT RESOLVED, that effective as of May 4, 2013, the following action is authorized:

The BOARD hereby approves the SBCERA Employment Resolution.

IN WITNESS WHEREOF, the above Resolution for the San Bernardino County Employees' Retirement Association, adopted by the Board of Retirement on the 2nd day of May, 2013, is hereby amended effective March 6, 2014..

**SAN BERNARDINO COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION**

By:



David Williams, Chairman

STATE OF CALIFORNIA

)

)

ss.

COUNTY OF SAN BERNARDINO

)

I, **Larry Walker**, Acting Secretary to the Board of Trustees of San Bernardino County Employees' Retirement Association, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Trustees, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of March 6, 2014.



Larry Walker