

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SAN BERNARDINO COUNTY EMPLOYEES’
RETIREMENT ASSOCIATION**

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721**

December 7, 2018 – December 31, 2021

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The Service Employees International Union, Local 721 (hereinafter referred to as "SEIU" or "Union"), a formally recognized employee organization, and representing all its members in the Professional, Technical and Supervisory Unit (hereinafter referred to as "Unit Employee(s)"), and duly authorized representatives of the management of the San Bernardino County Employees' Retirement Association (hereinafter referred to as "SBCERA"), have met and conferred in good faith, freely exchanging information, opinions, and proposals, and have reached the following agreement (hereinafter referred to as "MOU" or "Agreement") on matters within the scope of representation. (SEIU and SBCERA are hereinafter collectively referred to as "Parties" or singularly as "Party.") This MOU is subject to a determination and implementation by the SBCERA Board of Retirement pursuant to Government Code Section 3505.1.

Now, therefore, the Parties agree and mutually recommend to the SBCERA Board of Retirement the following for its determination:

ARTICLE 1 - TERM

The term of this MOU shall be from December 7, 2018 to December 31, 2021.

ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE

Section 2.1 Management Rights

SBCERA has the exclusive right to establish Personnel Rules and department regulations, including subsequent amendments and revisions. In addition, except as otherwise specified in this MOU, SBCERA has the exclusive right to:

- a. Contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities;
- b. Suspend provisions of this Agreement in the event of, or for the duration of, an emergency as determined by the Board of Retirement and/or by County, State, or Federal action upon notification to the Union regarding the nature and expected duration of the emergency;
- c. Determine staffing and direct the workforce, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge any Unit Employee;
- d. Take such further action as may be necessary to organize and operate SBCERA in the most efficient and economical manner to serve the public interest;
- e. Modify the performance evaluation form; and
- f. Modify and update class specifications.

Section 2.2 Effects Bargaining

The Union has the right to meet and confer if a management decision made by SBCERA pursuant to Section 2.1 of this MOU affects matters within the scope of representation.

ARTICLE 3 - TYPES OF UNIT EMPLOYEES

All Unit Employees shall be classified as either Exempt¹ or General. General Unit Employees are those in positions comparable to San Bernardino County general (non-exempt) employees and Exempt Unit Employees are those in positions comparable to San Bernardino County exempt employees.

¹ For the purposes of this MOU, the term "Exempt Unit Employee(s)" is used to describe a classification of SBCERA Unit Employees and does not carry the same meaning as a Fair Labor Standards Act ("FLSA") exempt employee.

ARTICLE 4 - SALARY AND OTHER COMPENSATION ITEMS

Section 4.1 Salary Increases

SBCERA shall provide salary increases to all Unit Employees according to the following schedule and conditions:

- Effective the pay period including January 1, 2019 (commencing on December 22, 2018), Unit Employees will receive a base salary increase of 4.841%.
- Effective the pay period including January 1, 2020, Unit Employees will receive a base salary increase of COLA*.
- Effective the pay period including January 1, 2021, Unit Employees will receive a base salary increase of COLA.

*COLA is calculated utilizing the Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for Riverside-San Bernardino-Ontario (“CPI-U”) as it may change from September through September for each year of the MOU. If CPI-U is zero (0) or less in any given year, there will be no salary increase for that year, but it will not affect any future salary increases.

Section 4.2 One-Time Bonus Payment

SBCERA shall provide a one-time bonus payment of \$1,500 to all Unit Employees effective the pay period including January 1, 2019 (commencing on December 22, 2018), or as soon as can be processed by the County’s payroll department.

Section 4.3 Bilingual Pay

Subject to demonstration of competency, Unit Employees in designated positions requiring written or verbal language translation skills shall receive from SBCERA bilingual pay of \$50 per pay period. The Chief Executive Officer (“CEO”) shall determine the number of necessary designated positions and language(s) and establish a program to certify competency.

Section 4.4 Deferred Compensation

4.4.1 457(b) Plan

After one year of continuous service, SBCERA shall match one (1) times the Unit Employee’s contribution to a 457(b) deferred compensation plan up to one percent (1%) of the Unit Employee’s biweekly base salary. (See Appendices A and B)

4.4.2 401(k) Plan

Subject to County approval, General Unit Employees will be permitted to participate in the 401(k) deferred compensation plan. No 401(k) match shall be made for

General Unit Employees. SBCERA shall match two (2) times the contribution made by an Exempt Unit Employee in Groups A, B, or C to a 401(k) deferred compensation plan up to eight percent (8%) of the Exempt Unit Employee's biweekly base salary. SBCERA shall match two (2) times the contribution made by an Exempt Unit Employee in Group D to a 401(k) deferred compensation plan up to six percent (6%) of the Exempt Unit Employee's biweekly base salary. (See Appendices A and B)

ARTICLE 5 - STEP ADVANCEMENT

The SBCERA Salary Schedule includes assigned pay ranges for each classification, with each range containing two Bands: Band A and Band B.

Section 5.1 Initial Placement and First Step Advancement

New Unit Employees shall be hired at step one (1) of Band A for their established salary range. Variable entrance may be established if justified by recruitment needs and/or based on expertise, experience, and/or education with the approval of the CEO. New Unit Employees shall be eligible for the first step advancement after completion of 1,040 service hours. The first step advancement shall be based upon a one (1) step increment, or approximately two percent (2%) provided the Unit Employee achieves a rating of "Meets Job Standards." If the Unit Employee achieves a rating of "Exceeds Job Standards," the first step advancement shall be based upon a two (2) step increment, or approximately four percent (4%).

Section 5.2 Subsequent Step Advancement

From December 7, 2018 through June 30, 2019, subsequent step advancement for Unit Employees shall be made pursuant to the SBCERA Salary Rate and Step Advancement Plan.

Effective July 1, 2019, Unit Employees shall receive subsequent step advancements upon completion of additional increments of 2,080 service hours, subject to receiving an overall rating of "Meets Job Standards" or "Exceeds Job Standards" on an annual performance evaluation. A Unit Employee with an overall rating of "Meets Job Standards" shall receive a one (1) step increment, or approximately two percent (2%). A Unit Employee with an overall rating of "Exceeds Job Standards" shall receive two (2) step increments, or approximately four percent (4%). Salary increases shall never exceed the top of the Band B range for the Unit Employee's designated classification.

Section 5.3 Service Hours

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step increases. Within the base salary range, all step advancements will be made at the beginning of the pay period in which the Unit Employee completes the required number of service hours. However, when a Unit Employee reaches the required number of service hours with eighty (80)

service hours in each pay period, the step increase will be made at the beginning of the next pay period.

ARTICLE 6 - BENEFITS

Section 6.1 Health Insurance

SBCERA shall offer Unit Employees medical insurance through the County of San Bernardino. The amount of SBCERA contributions ("Medical Premium Subsidy") for each Unit Employee will be adjusted annually (indexed) each year during the duration of this MOU using the percentage change in premiums. The percentage change in premiums shall be a "weighted average" based on the number of participants enrolled in each of the plans during the prior year. Unit Employees will be notified of the new medical insurance premiums prior to an "open enrollment period," which will generally occur in May-June of each year. Changes in Medical Premium Subsidies will be made concurrently with the effective dates of new coverage, generally in or about July of each year.

The Medical Premium Subsidy amounts at the time of ratification are as follows:

- General Unit Employees
 - General Unit Employee Only: \$198.82
 - General Unit Employee Plus One (+1): \$341.30
 - Family: \$482.94
- Exempt Unit Employees
 - Exempt Unit Employee Only: \$234.50
 - Exempt Unit Employee Plus One (+1): \$361.19
 - Family: \$495.34

Section 6.2 Health Insurance Waiver and Opt Out

Unit Employees eligible for health insurance coverage who are also enrolled in a comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with the County may elect to discontinue enrollment in the County-sponsored health plan (opt-out or waive). The rules and procedures for electing to opt-out of County sponsored health insurance coverage is governed by those established and administered by the County Employee Benefits and Services Division.

SBCERA shall pay all Unit Employees who waive or opt out of health insurance coverage \$80 per pay period. (See Appendices A and B.) All waiver/opt out amounts

will be adjusted annually based on the same index used for medical insurance contributions in Section 6.1 of this MOU.

Section 6.3 Dental Insurance

SBCERA shall offer all Unit Employees its current Dental Premium Subsidy ("DPS") program and shall purchase group insurance through the County of San Bernardino. (See Appendices A and B.)

Section 6.4 Vision Insurance

SBCERA shall offer all Unit Employees its current Vision Care program and shall purchase groups insurance through the County of San Bernardino. (See Appendices A and B.)

Section 6.5 Reopener for Affordable Health Care Act

The parties recognize that certain state and federal laws, programs, and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to re-open the article of the MOU regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage and SBCERA will not unilaterally implement any changes with regard to this article. In addition, should state or federal laws concerning taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.

ARTICLE 7 - RETIREMENT

Section 7.1 Pension Plan

Unit Employees shall participate in SBCERA's retirement system during the term of this MOU. For all General Unit Employees hired prior to January 1, 2013 and/or those Unit 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 Unit Employees' required member contribution to the retirement system at the rate of 7% upon the Unit Employee reaching five (5) years of service.

For Exempt Unit Employees hired prior to January 1, 2013 and/or those Unit 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 Unit Employees' required member contribution to the retirement system at the rate of 7% upon hire.

The member contributions made under this section shall be refundable to Unit Employee (at the time and to the extent available under general operating rules of SBCERA) and shall reduce Unit Employee's obligation to make member contributions to SBCERA on a dollar for dollar basis.

Any member contributions to SBCERA which are not paid by SBCERA as provided in this section and are paid by Unit 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.

Section 7.2 Retiree Health Reimbursement Plan

At separation from service with SBCERA for reasons other than death or disability retirement, Unit Employees will be required to contribute the cash value of 100% of unused sick leave balances to the SBCERA Retiree Health Reimbursement Plan.

ARTICLE 8 - EMPLOYEE REPRESENTATIVES / STEWARDS

Section 8.1 Designation of Employee Representatives

The Union may designate up to four (4) Unit Employees to serve as Employee Representatives/Stewards ("Employee Representatives"). The Union will provide SBCERA with the names of the designated Employee Representatives.

Section 8.2 Release Time

SBCERA will grant Employee Representatives release time to assist other Unit Employees in processing grievances and investigatory meetings. Employee Representatives must advise their respective supervisor or manager of the need for any specific release time, and provide reasonable advance notice of such need. If SBCERA cannot release the Employee Representative at the requested time due to business needs, the matter will be rescheduled at the earliest possible time.

Section 8.3 Reimbursement for Release Time

Employee Representatives shall code and SBCERA shall track all release time taken by Employee Representatives. After the cumulative release time taken by all Employee Representatives reaches twenty (20) hours in any one (1) calendar month, the Union shall reimburse SBCERA for all additional release time taken in excess of twenty (20) hours during that calendar month at the Employee Representative's fully-burdened, hourly rate. This cap excludes negotiations and periodic communication meetings between SBCERA and the Union.

ARTICLE 9 - GRIEVANCES

Section 9.1 Definition

A grievance is an alleged violation of a specific provision of this MOU that adversely affects the Unit Employee and that contains all of the information listed in the "Statement of the Grievance" below.

Section 9.2 Statement of the Grievance

A concern is not a grievance unless the affected Unit Employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of this MOU that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. A Statement of the Grievance must be signed by the Unit Employee filing the grievance to certify that it is filed in good faith.

Section 9.3 Timelines

Failure of SBCERA to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

Section 9.4 Procedures

- **Step I Informal Resolution with Supervisor:** The Unit Employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 20 days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- **Step II Department Chief:** If the Unit Employee believes that the grievance has not been resolved through Step I, the Unit Employee may submit a written Statement of the Grievance to his/her department chief. The Unit Employee must submit the Statement of the Grievance within 28 days after the grievant first became aware that a grievance has occurred. The department chief shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.
- **Step III Advisory Arbitration and CEO:** If the Unit Employee believes that the grievance has not been resolved through Step II, the Unit Employee may appeal the grievance decision of the department chief by filing with the CEO a request for an advisory arbitration within 14 days of the date of the department chief's written decision. In the alternative, a Unit Employee may waive the advisory arbitration and file a request to appeal directly to the CEO within 14 days of the date of the department chief's written decision.
 - **Option 1: Advisory Arbitration:** The cost of the advisory arbitration shall be shared equally. If the Unit Employee and SBCERA do not agree on an advisory arbitrator, they shall request a list of arbitrators from the State Mediation and Conciliation Service ("SMCS") and alternately strike names from the list until an arbitrator is selected. The party to make the first strike shall be determined by lot. The advisory arbitrator shall make a written recommendation to the CEO. The CEO may accept, reject, or modify the advisory arbitrator's recommendation. The CEO shall submit

his/her written decision to the grievant within 14 days of receipt of the advisory arbitrator's decision. If the CEO rejects the advisory arbitrator's decision, the CEO shall include in his/her written decision the reasons for such rejection. The decision of the CEO shall be final and binding. Each party has the right to pursue legal remedies following the CEO's decision.

- **Option 2: Appeal to the CEO:** The CEO shall submit his/her written decision to the grievant within 14 days of receipt of the grievant's appeal explaining the reasons for his/her decision. The decision of the CEO shall be final and binding. Each party has the right to pursue legal remedies following the CEO's decision.

ARTICLE 10 - AT-WILL EMPLOYMENT STATUS

All Unit Employees are "at-will" and serve at the pleasure of the CEO, who may discipline or separate any Unit Employee at will, with or without cause. The CEO's decision is final and is not subject to the grievance procedure. The CEO shall review and the Board shall ratify any involuntary termination of a Unit Employee. Unit Employees do not have civil service appeal rights.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 11.1 Work Schedule

The workweek for all Unit Employees shall be 168 regularly recurring hours. For Unit Employees working a schedule other than the 9/80 work schedule, the workweek shall begin at 12:01 a.m. Saturday and end at 12:00 a.m. (midnight) the following Friday. For Unit Employees working the 9/80 work schedule, each Unit Employee's designated Fair Labor Standards Act ("FLSA") workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the Unit Employee's alternating regular day off. Unit Employees working a 9/80 work schedule will have a regular day off every other week as determined by SBCERA.

Section 11.2 SBCERA Initiated Modifications to Work Schedule

SBCERA reserves the right to modify a Unit Employee's work schedule to ensure adequate coverage or should other business needs arise. SBCERA will provide a seven (7) day notice to affected Unit Employees prior to modifications to a Unit Employee's regular work schedule.

Section 11.3 Unit Employee Initiated Modifications to Work Schedule

Unit Employees wishing to flex hours or modify their work schedule from one day to another (for example, work eight (8) hours on Tuesday and ten (10) hours on Thursday) must receive advance authorization from their supervisor. A Unit Employee's request to

modify a work schedule or flex his/her work schedule is not intended, nor shall it be allowed, to enable an overtime liability to SBCERA pursuant to this MOU or the FLSA.

Section 11.4 Overtime

11.4.1 Definition

Overtime shall be defined as hours actually worked in excess of forty (40) hours in a given workweek. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals. SBCERA shall compensate overtime work at the rate one and one-half (1.5) times the Unit Employee's regular rate of pay.

11.4.2 Compensatory Time Off

Unit Employees have the option to request compensatory time off ("CTO") in lieu of cash payment for overtime work at the rate of one and one-half (1.5) times the Unit Employee's regular rate of pay up to forty (40) hours. Any overtime accrued in excess of the maximum forty (40) banked CTO hours shall be paid in the pay period in which the time exceeds the maximum banked hours allowed.

11.4.3 Compensatory Time Off Cash Out

CTO is not subject to cash-out except upon termination from SBCERA. Upon termination, SBCERA shall pay the Unit Employee for banked CTO hours at the higher of: (1) the Unit Employee's final regular rate of pay; or (2) the Unit Employee's average regular rate of pay during the last three (3) years of employment. CTO is deemed not eligible to be compensation earnable or pensionable compensation.

Section 11.5 Administrative Leave

11.5.1 Administrative Leave Accrual

Effective pay period one (1) of each calendar year, an Exempt Unit Employee² in a regular position who is in paid status will receive 80 hours of administrative leave time for the employee's use. An eligible Exempt Unit Employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of administrative leave hours based on regularly scheduled hours. Exempt Unit Employees hired after the beginning of pay period one (1) shall receive a prorated number of administrative leave hours based upon the remaining number of pay periods in that calendar year. Exempt Unit Employees not in paid status in pay period

² Independent of their FLSA status of exempt (ineligible for overtime) or non-exempt (eligible for overtime).

one (1) shall receive, upon return to paid status, a prorated number of administrative leave hours based on the number of pay periods remaining in that calendar year.

11.5.2 Administrative Leave Cash-Out

An Exempt Unit Employee may cash out his or her accrued administrative leave hours at the employee's then current base rate of pay in increments of one hour, upon the approval of the appointing authority, during the calendar year. Any administrative leave accrual balances in effect at the end of the last pay period paid in the calendar year will be paid to the Exempt Unit Employee automatically at the employee's then current base rate of pay. Exempt Unit Employees may designate that cash outs of administrative leave be contributed to the employee's 401(k) plan or 457(b) plan. Upon termination of employment, unused administrative leave hours will be paid to the Exempt Unit Employee at the employee's then current base rate of pay.

Exempt Unit Employees with Supervisory benefits have the ability to cash-out administrative leave hours once during the calendar year, up to the amount they have accrued, and may have the amount issued directly to their 457(b) plan.

Section 11.6 Meals and Breaks

If SBCERA schedules work which affects the ability for a Unit Employee to take his/her meal or rest break, the Unit Employee will be allowed to reschedule such breaks.

ARTICLE 12 - LEAVE PROVISIONS

Section 12.1 Sick Leave

All Unit Employees shall accrue sick leave at the rate of 3.69 hours per pay period. (See Appendices A and B.)

Section 12.2 Vacation

12.2.1 Definition

Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and wellbeing of the Unit Employee. If a Unit Employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the Unit Employee and with the approval of the appointing authority.

12.2.2 Accrual

Unit Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided a Unit Employee has worked six (6) pay

periods from the Unit Employee's benefit date. Unit Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

Length of Service	Annual Vacation Accrual Allowance
From 0 through 8,320 service hours	80 Hours
Over 8,320 and through 18,720 service hours	120 Hours
Over 18,720 service hours	160 Hours

12.2.3 Vacation Cash Out

SBCERA will allow General and Exempt Unit Employees to have a maximum carryover of 480 hours of vacation leave. Provided that such Unit Employees have at least 160 hours in their vacation leave account, those Unit Employees may cash out leave over 160 hours one time per calendar year. Near the end of each calendar year, SBCERA will make a form available for Unit Employees to elect a cash out and SBCERA will provide a deadline (within the same calendar year) for the Unit Employees to make such an election. The cash out will be provided at the Unit Employee designated time in the following calendar year. Any unused balance of vacation leave over the 480 hours will automatically cash out in pay period one (1).

Section 12.3 Disability Leave

Unit Employees receiving the benefits of Workers' Compensation or short-term disability leave receive partial replacement of their income through these benefits. Unit Employees on these types of disability leave may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the Unit Employee receives from integrating leave time with disability payments shall not exceed 100% of the Unit Employee's base salary. Paid personal leave time coded on the Unit Employee's time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the Unit Employee. When the exact amount is unknown, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the Unit Employee will be required to repay that amount. A Unit Employee who knowingly receives payment in excess of his or her regular base salary is required to report it to his or her departmental payroll clerk.

Unit Employees who are fully integrating accrued leave time with disability benefits and have at least 41 hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Unit Employees who are not

fully integrating or Unit Employees who have less than 41 hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only. Unit Employees who do not integrate do not accrue any leaves.

Unit Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay, provided they are on the payroll for the entire pay period, have no unapproved leave for the pay period, and have enough leave accrued to equal at least one-half of the Unit Employee's normal scheduled hours. Unit Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

Section 12.4 Holidays

12.4.1 Fixed Holidays

All Unit Employees shall be entitled to the following holidays:

- January 1
- Third Monday in January
- Third Monday in February
- Last Monday in May
- July 4
- First Monday in September
- Second Monday in October
- November 11
- Thanksgiving
- Day after Thanksgiving
- December 24
- December 25
- December 31

When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against a Unit Employee's earned vacation benefits.

12.4.2 Floating Holidays

Unit Employees in regular positions shall be entitled to a total of eight hours floating holiday time provided that the Unit Employee is not on unpaid leave for the entire

pay period and is actively on the payroll for the pay period where the floating holiday is accrued. Eight hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued with the approval of the appointing authority. Appointing authorities have the right to schedule Unit Employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the Unit Employee. Unit Employees in regular positions working less than 80 hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

12.4.3 Holiday Accruals and Cash Outs

Whenever a Unit Employee is required to work on a fixed holiday or the fixed holiday falls on a Unit Employee's regularly scheduled day off, the Unit Employee shall accrue on an hour-for-hour basis, up to a total of eight hours, floating holiday time.

Upon retirement or termination, Unit Employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency. A Unit Employee may sell back holiday time at the base hourly rate of the Unit Employee as hereinafter provided, upon approval of the appointing authority. Eligible Unit Employees may exercise this option under procedures established by the Director of Human Resources. In lieu of cash, the Unit Employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred income plan if the County approves such a plan and credit for holiday time is allowed under the plan.

In order to sell back holiday time prior to termination or retirement, a Unit Employee may exercise the following options:

- **Option 1: Future Accruals:** A Unit Employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight hours and may not exceed the annual amount to be accrued for the next calendar year. Any hours not cashed out by pay period 25 will automatically be converted into cash in the last pay period of the calendar year.
- **Option 2: Existing Accruals:** Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight hours and be subject to a 10% penalty.

Section 12.5 Bereavement

Unit Employees may use up to three (3) days paid leave, not charged to the Unit Employee's personal leave balances, per occurrence for bereavement due to the death of

the Unit Employee's grandparent, parent, parent-in-law, step-parent, sibling, sibling-in-law, step-sibling, child, spouse, or domestic partner, as defined by California Family Code Section 297. Unit Employees may use other accruals, such as vacation, sick, or administrative leave, to add additional days for leave associated with a bereavement with advance approval from their supervisor/manager.

Section 12.6 Other Leaves

SBCERA will comply with all state and federal laws regarding leaves.

ARTICLE 13 - UNION RIGHTS

Section 13.1 Union Staff Access

With prior notification, SBCERA shall grant official representatives of the Union access to SBCERA facilities to communicate with unit members in non-work areas during the unit members' non-working time so long as the Union representatives do not disrupt or interfere with SBCERA business or Unit Employees' work.

Section 13.2 Union Dues

13.2.1 Union Right to Dues Deductions

The Union shall have the right to have membership dues deducted from the wages of all Unit Employees who are dues-paying members. SBCERA shall deduct Union dues from the wages of all Unit Employees who, after the date of this Agreement, become dues-paying members of the Union.

13.2.2 Union Obligation to Inform SBCERA

The Union, through an authorized representative of the Union, has an obligation to inform SBCERA of the identity of the Unit Employees who are dues-paying members, and must inform SBCERA of any change in status of any of its dues-paying members.

13.2.3 Indemnification and Hold Harmless

The Union shall completely indemnify and hold SBCERA and its officers, employees, and agents harmless from any and all claims, proceedings, demands, or suits, liability, or other action taken or not taken by or on behalf of SBCERA arising from the provisions contained in Section 13.2 of this MOU, and to reimburse SBCERA for its costs in defending against any such claims, proceedings, or liability.

Section 13.3 Communications

13.3.1 Bulletin Board

SBCERA will maintain a bulletin board in the third floor breakroom for the Union to utilize to post written communications.

13.3.2 Email Communications

SBCERA will allow the Union to communicate with employees via the SBCERA email system consistent with current email policies and practices for non-SBCERA related communications.

Section 13.4 New Employee Orientation

In accordance with Government Code Section 3556, SBCERA will provide the Union with at least ten (10) days notice in advance of a new employee orientation, except where an urgent need critical to SBCERA's operations that was not reasonably foreseeable necessitates shorter notice. In addition, SBCERA will provide the Union thirty (30) minutes to meet with new Unit Employees without management being present. SBCERA will provide release time for one (1) designated Employee Representative to attend such sessions.

Section 13.5 Employee Information

In accordance with Government Code Section 3558, SBCERA will provide the Union with the following information for each newly hired employee within thirty (30) days of the date of hire so long as the newly hired employee provided such information to SBCERA: name, job title, department, work location, work phone number, home phone number, personal cell phone number, personal email address, and home address. Aside from the timing relating to a newly hired employee, SBCERA will also provide the Union with such information for all employees every 120 days.

ARTICLE 14 - LAYOFFS

Section 14.1 Notice

SBCERA may layoff Unit Employees or reduce Unit Employees' hours at any time for lack of work, budgetary reasons, technological changes, or other SBCERA actions that necessitate a reduction in the work force. SBCERA shall provide the Union with sixty (60) days notice of a layoff.

Section 14.2 Order of Layoffs

In the event SBCERA deems layoffs necessary it will provide the Union an opportunity to meet & confer over the effects of the decision including, but not limited to, order of layoff.

ARTICLE 15 - CLASSIFICATION AND PROMOTIONS

Section 15.I Work Out of Classification

SBCERA agrees to provide additional compensation for special assignment pay for temporary work assignments that are at a higher classification, subject to the development of a policy for the Board's consideration.

Section 15.2 Classification Reviews

The process and procedure for reclassification of SBCERA staff positions shall be governed by SBCERA Chief Executive Officer Policy No. 26 (Appendix C).

Section 15.3 Promotions

SBCERA shall first post all open positions below the "chief" level to internal candidates before seeking candidates outside the organization. All qualified internal candidates who apply will be considered. The best qualified candidate from the entire pool, including both internal and external candidates, will be selected.

ARTICLE 16 - VEHICLE INSURANCE

In order for a Unit Employee to be permitted to operate his or her personal vehicle during the performance of his or her SBCERA job duties, the Unit Employee shall maintain vehicle liability insurance coverage at least equal to those legally required in the State of California.

ARTICLE 17 - NON-DISCRIMINATION

Parties will comply with all federal, state, and local laws relating to discrimination. CEO Policy 21 will be amended or a separate policy created to promote a workplace free of bullying and other forms of harassment.

ARTICLE 18 - NO STRIKE

During the term of this Agreement, SEIU, its officers, agents, representatives, and/or members agree on behalf of themselves and the Unit Employees that they will not cause or condone any strike, walkout, work stoppage, job action, slowdown, sick out, or refusal to faithfully perform assigned duties and responsibilities, withholding of services or other interference with SBCERA operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities (including sympathy slowdowns and/or sympathy strikes).

Any Unit Employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination.

In the event of such activities, SEIU shall immediately instruct any person engaging in such conduct that they are violating the Agreement and that they are engaging in unauthorized conduct and should resume full and faithful performance of their job duties.

ARTICLE 19 - CONTRACT BAR

The recognition rights of SEIU shall not be subject to challenge for a period of not less than twelve (12) months following the date of recognition or until the expiration of this MOU, whichever is later, provided that recognition rights may be challenged between one hundred and twenty (120) and one hundred and fifty (150) days prior to the expiration of the MOU and that no MOU shall be construed to be a bar for a period of more than three (3) years. Existing Memoranda of Understanding shall remain in effect even when the recognition rights of employee organizations are changed in accordance with the provisions of this section.

ARTICLE 20 - NEGOTIATIONS FOR SUCCESSOR MOU

It is the intent of the Parties to reach an agreement on a successor MOU before the termination date of this MOU. Either party may open negotiations for a successor MOU anytime within six (6) months prior to the expiration date of this MOU. The terms and conditions of this MOU remain in effect during these negotiations.

ARTICLE 21 - ENTIRE AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS

Section 21.1 Integration

This MOU embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code Section 3505.1. This MOU supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

SBCERA and SEIU, for the duration of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered in this MOU, including the impact of the SBCERA's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not covered in this MOU, which is a mandatory subject of bargaining, and concerning which SBCERA is considering changing during the term of this MOU.

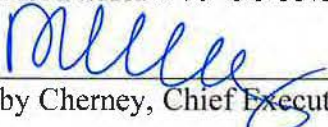
ARTICLE 22 - SEVERABILITY/SAVINGS

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining parts hereof.

ARTICLE 23 - AMENDMENTS

This MOU can be altered or amended only by written agreement between the Parties hereto.

FOR SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION


 Debby Cherney, Chief Executive Officer

1.3.2019
 Date

FOR SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721


 Erin Gates

1/2/2019
 Date


 Sylvia Hubbard

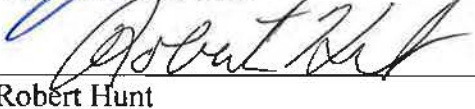
1/3/2019
 Date


 Michael Tamony

1/2/19
 Date


 Jonathan Villalobos

1/3/19
 Date


 Robert Hunt

1/3/19
 Date

Appendix A: General Unit Employee Benefits

Appendix B: Exempt Unit Employee Benefits

Appendix C: SBCERA Chief Executive Officer Policy No. 26

Appendix D: List of Classifications in Professional, Technical and Supervisory Bargaining Unit

APPENDIX A

GENERAL UNIT EMPLOYEE BENEFITS



General Unit Employee Benefits

- Administrative Services • Clerical • Management •
- Supervisory • Technical & Inspection •

ALL BENEFITS ARE PER PAY PERIOD UNLESS OTHERWISE NOTED

Health and Welfare		
Benefit Level	Full Time (61-80 hours)	
Medical Premium Subsidy (MPS) Hired or entering the unit BEFORE June 28, 2014		Per Pay Period
	Blue Shield Signature HMO Employee Only	\$198.82
	Blue Shield PPO Employee Only	\$230.25
	Kaiser Permanente HMO Employee Only	\$230.25
	Employee + 1 (All Plans)	\$341.30
	Employee + 2 or more (All Plans)	\$482.94
Medical Premium Subsidy (MPS) Hired or entering the unit AFTER June 28, 2014		Per Pay Period
	Employee Only	\$198.82
	Employee + 1	\$341.30
	Employee + 2 or more	\$482.94
Dental Premium Subsidy (DPS)	\$9.46 per pay period	
Medical Opt-Out	\$80.00 per pay period	
Vision	Employer Paid for Employee Only Coverage	
Life Insurance	ADM., MGMT:	\$50,000
	SUP, TI:	\$35,000
	CLK:	\$20,000
Voluntary Term Life	Employee	\$10,000 - \$700,000
	Spouse/Domestic Partner	\$10,000 - \$250,000
	Child(ren)	\$5,000 - \$20,000
Voluntary AD&D	Employee:	\$10,000 - \$250,000
	Spouse/Domestic Partner:	\$5,000 - \$125,000
	Child(ren):	\$3,125 - \$25,000
Leave Provisions		
Vacation	80-160 hours/year depending on years of service, w/cash out option one time per calendar year, provided 160 hours remains in vacation accrual account. (Maximum carryover of 480 hours, with exceptions. Unused balance in excess of cap will automatically cash out in pay period 1.)	
Sick	3.69 hours/pay period	
Bereavement	3 days per occurrence	
Holiday	13 + 1 floating/year	
Annual	SUP only – 40 hours/year, no cash-out option (use it or lose it)	
Administrative/Annual	MGMT only – 80 hours Administrative year, w/cash-out option	

	SUP only – 40 hours Administrative/year, w/cash-out option, and 40 hours Annual/year, w/no cash-out option
Perfect Attendance	Annual Gym Membership Reimbursement up to \$299 – OR – Annual 16 hours Perfect Attendance Leave

Retirement	
Tier 1 (Hired prior to 1/1/2013. Reciprocity provision may apply.)	2% at age 55 7% SBCERA Contribution upon reaching 5 years of continuous SBCERA Service
Tier 2 (Hired on or after 1/1/2013. Reciprocity provision may apply.)	2.5% at age 67 No SBCERA Contribution
Retirement – Other	
401(k)	Subject to County approval, General Unit Employees will be permitted to participate in the 401(k) deferred compensation plan. No 401(k) match shall be made for General Unit Employees.
457(b) Eligible to enroll at any time	After one year of continuous service in a regular position, employees are eligible for a biweekly match. Match of 1 times the employee's contribution up to 1% of the employee's biweekly base salary.
Retirement Medical Trust Fund	Must contribute sick leave balance at the rate of 100% of the cash value. No max.
Other	
529 Education Savings Plan	Eligible
Annual Tuition Reimbursement	\$1,500 per employee after one year of SBCERA service
Dependent Care Assistance Plan	Eligible
Flexible Spending Account (FSA)	Annual maximum contribution of \$2,650
Portable Communication Device Allowance	Per Letter of Employment
Qualified Transportation Plan	Pre-tax deductions of up to \$260/month for qualified transportation (commuter) expense
Short Term Disability - General	55% up to \$1,216/week

APPENDIX B

EXEMPT UNIT EMPLOYEE BENEFITS



Exempt Unit Employee Benefits

ALL BENEFITS ARE PER PAY PERIOD UNLESS OTHERWISE NOTED

Health and Welfare	
Benefit Level	Full Time (61-80 hours)
Medical Premium Subsidy (MPS)	<u>Per Pay Period</u> Employee Only \$234.50 Employee +1 \$361.19 Employee +2 or more \$495.34
Dental Premium Subsidy (DPS)	\$9.46 per pay period
Medical Opt-Out	Before 7/9/05 \$161.54 After 7/9/05 \$80.00
Medical Waive	Before 7/9/05 \$230.00 After 7/9/05 \$80.00
Vision	Employer Paid for Employee & Dependents
Life Insurance – Employer Paid	\$50,000
Voluntary Term Life	Employee: \$10,000 - \$700,000 Spouse/Domestic Partner: \$10,000 - \$250,000 Child(ren): \$5,000 - \$20,000
Voluntary AD&D	Employee: \$10,000 - \$250,000 Spouse/Domestic Partner: \$5,000 - \$125,000 Child(ren): \$3,125 - \$25,000
Variable Group Universal Life SBCERA Contribution	Group A = 100% of 1x Annual Salary Group B = 50% of 1x Annual Salary or 100% of 1/2 x Annual Salary Groups C & D = 25% of 1x Annual Salary
Leave Provisions	
Vacation	80-160 hours/year (Maximum carryover of 480 hours, with exceptions. Unused balance in excess of cap will automatically cash out in pay period 1)
Sick	3.69 hours/ pay period
Bereavement	3 Days per occurrence
Holiday	13 Days + 1 Floating/year (Maximum carryover of 112 hours, with exceptions. Unused balance in excess of cap will automatically cash out in pay period 1)
Administrative	80 hours/year (Unused balance will automatically cash out in pay period 1)
Perfect Attendance (Groups C and D)	Annual 16 hours of Perfect Attendance Leave

Retirement	
<u>Tier 1</u> (Hired prior to 1/1/2013. Reciprocity provision may apply)	2% @ 55 7% SBCERA Contribution
<u>Tier 2</u> (Hired on or after 1/1/2013. Reciprocity provision may apply)	2.5% @ 67 No SBCERA Contribution
Retirement - Other	
457(b) Eligible to enroll at any time	Groups A, B, C & D = SBCERA contribution 1 times Employee contribution, up to 1%
401(k) Eligible to enroll at any time	Groups A, B, C = SBCERA contribution 2 times Employee contribution, up to 8% Group D = SBCERA contribution 2 times Employee contribution, up to 6%
Retirement Medical Trust Fund	Must contribute sick leave balance at the rate of 100% of the cash value. No max.
Other	
529 Education Savings Plan	Eligible
Annual Tuition Reimbursement	\$1,500 per employee after one year of SBCERA service
Automobile Allowance	Per Letter of Employment
Dependent Care Assistance Plan	Eligible
Healthy Lifestyle Program	Health Club Membership Reimbursement, up to \$324/year and Annual Physical Exam
Long Term Disability	60% up to \$10,000/month
Medical Expense Reimbursement Plan (FSA)	Annual maximum contribution of \$2,650 Plus, up to \$40 SBCERA Match
Portable Communication Device Allowance	Per Letter of Employment
Qualified Transportation Plan	Pre-tax deductions of up to \$260/month for qualified transportation (commuter) expenses
Short Term Disability – Exempt	55% up to \$1,734/week

APPENDIX C

SBCERA CHIEF EXECUTIVE OFFICER POLICY NO. 26

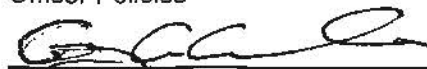


POLICY NO. 026

Issue No. 1.0
Effective Date: 07/24/2015
Page(s) 4

Policy Category: Chief Executive
Officer Policies

Approved.


Chief Executive Officer

Subject: SBCERA Staff Position Reclassification

SBCERA STAFF POSITION RECLASSIFICATION

PURPOSE:

To establish general guidelines to be used for reclassifying staff positions defined in this policy at the San Bernardino County Employees' Retirement Association (SBCERA) and to provide a mechanism for eligible and qualified employees to move into either a higher or lower position or a higher or lower grade level within a position at SBCERA. Reclassifications reflect changes to a position, regardless of whether an incumbent exists or not. Reclassifications are directly related to positions and the business-related need for the position's changes in tasks and responsibilities. Reclassifications are not related to a person, are not performance related and may not be used to promote, demote, or impact compensation whether an increase or decrease for personal purposes. Reasons for reclassification are:

1. Essential duties and responsibilities have grown over time to meet SBCERA needs;
2. Essential duties and responsibilities have lessened over time to meet SBCERA needs (not related to a performance issue); or
3. Position vacancy due to departure of another employee, department reorganization, or creation of a new position due to SBCERA needs.

DEFINITIONS:

- **Grade level:** Regular staff positions of SBCERA are categorized into grades according to the level of knowledge, supervisory responsibility, and operational responsibility necessary to perform the essential duties.
- **Job analysis:** The job description is reviewed and evaluated on the basis of the required knowledge, supervisory responsibility, operational responsibility, skills and abilities.

POLICY: SBCERA Staff Position Reclassification

Page 2

- **Regular staff positions:** All positions with the exception of the Chief Executive Officer and Chief Counsel.
- **Essential duties and responsibilities:** Those tasks and responsibilities that are the reason the position exists, and for which there is no one else or few people who can perform such without detriment to the operations of the department or SBCERA.

POLICY:

It is the policy of SBCERA to insure that SBCERA regular staff positions are assigned to the most appropriate job titles based on the essential duties, responsibilities, and qualification requirements of the positions. The salary of an employee who is reclassified should reflect the essential duties and responsibilities.

SBCERA's Human Resources periodically conducts job analysis of regular staff positions to insure that they are assigned to the most appropriate grade levels and job titles. Departments may also request a review of the classification of a position or group of positions.

A request for job analysis for possible position reclassification will be submitted to the Human Resources Department (HR) on an SBCERA Position Justification Form by the Department Chief who oversees the area in which the position exists.

The position analysis may be initiated by HR, the Department Chief, the supervisor, or the employee, however, analysis requests not initiated by HR must be forwarded to the requester's supervisor and submitted to HR by the Department Chief.

Promotion, grade level or reclassification analysis requests may be initiated based on any of the scenarios described below:

1. Position duties and responsibilities have grown over time to meet department needs.
2. Position duties and responsibilities have lessened over time to meet department needs (not related to a performance issue).
3. Position vacancy due to departure of another employee, department reorganization or creation of a new position due to department needs.

PROCEDURE:

1. Significant changes in the essential duties and responsibilities of a position may result in a change in job title and/or pay grade level.
2. Department Chief should submit requests for reclassification of positions, filled or vacant, to the SBCERA Human Resources Coordinator.
3. The following information is required on reclassification requests:
 - a. A completed SBCERA Position Justification Form for the proposed new position.
 - b. Other pertinent information, such as organization charts, similar functions in the organizational unit, etc., to assist HR to better understand and expedite the request.
4. HR conducts a review that includes:
 - a. A job analysis to determine if the position should be reclassified at a higher or lower grade level.
 - b. A salary analysis to determine if the position should be considered for additional compensation and benefit levels.
5. HR develops job description and classification specification for reclassified position.
6. Analysis information is provided to the Department Chief, who submits requests to the Chief Executive Officer (CEO) for approval for position reclassification, and if applicable may also request funds for any necessary salary adjustment.
 - a. Position reclassifications and salary increases must be approved by the Board of Retirement, through the appropriate committee.
7. An employee whose position is reclassified to a job having increased responsibilities or complexity of duties and in a higher pay grade is considered to have been promoted. When an employee is promoted, his or her pay will normally be increased to reflect the new level of responsibility. At a minimum, an employee who is promoted should receive a salary increase of 4% or receive the minimum rate of the salary range of the new job, whichever is greater.
8. An employee, whose position is reclassified to a job having decreased responsibilities and complexity of duties, resulting in a lower job classification salary grade is considered to have been demoted as a result of the

reclassification. A demotion can be at the same salary or at a reduced salary, and may also include a change in benefit level. If an employee exceeds the highest step of the salary grade/range of a reclassified position, the Department may request that the employee be "X" stepped. An "X" stepped employee shall receive no future salary rate increases, including cost of living increases, until the salary rate of the reclassified position held exceeds the "X" step. Also, if the benefit level is adjusted as a result of the reclassification, the "X" stepped employee shall remain at their original benefit level, if the benefit level adjustment provides reduced benefits. Justification for the "X" step must be submitted for consideration. Salary decreases "X" steps, and changes to benefit levels must be approved by the CEO.

9. An employee whose position is reclassified to another job assigned to the same salary grade is considered to have received a title change (lateral reclassification) as a result of the reclassification. Normally, there will be no change to the salary of an employee who is laterally transferred.

APPENDIX D

LIST OF CLASSIFICATIONS IN THE PROFESSIONAL, TECHNICAL AND SUPERVISORY BARGAINING UNIT

- Communications Officer
- Disability Retirement Specialist
- Office Specialist
- Retirement Specialist
- Retirement Benefits Technician
- Investment Analyst
- Accountant
- Senior Accountant
- Information Systems Technician
- Business Systems Engineer
- Senior Business Systems Engineer
- Business Systems Analyst
- Enterprise Content Specialist
- Paralegal
- Legal Secretary
- Accounting Technician - Fiscal
- Enterprise Content Manager
- Payroll Specialist
- Senior Investment Analyst
- Account Auditing Supervisor
- Information Security Supervisor
- Retirement Disability Supervisor
- Retirement Specialist Supervisor