

**SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT**

**SAN BERNARDINO COUNTY  
SPECIAL DISTRICTS DEPARTMENT**



**Non-Represented Employee  
Compensation Plan  
2015**

**NON-REPRESENTED EMPLOYEE  
COMPENSATION PLAN  
2015**

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**NON-REPRESENTED EMPLOYEES  
COMPENSATION PLAN**

**INTRODUCTION**

Consistent with applicable laws, the following Sections represent the salary and benefit program, established by the Board of Supervisors for the San Bernardino County Fire Protection District (hereinafter referred to as "County Fire") and the Board-Governed Special Districts, County Service Areas and Improvement Zones (hereinafter referred to as "Special Districts") non-represented employees. The Non-represented Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between Special Districts/County Fire and any employee or group of employees. For additional information regarding terms and conditions of employment, please contact the Special Districts/County Fire payroll representative or refer to the Personnel Rules for Board-Governed Special Districts.

**ACCESS TO PERSONNEL RECORDS**

Personnel records are confidential and access to personnel records of the employees shall be limited to the County's Human Resources Director, the Appointing Authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by Special Districts/County Fire and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of the County's Human Resources Director or upon the request of the employee or the Appointing Authority and upon approval of the County's Human Resources Director and the employee shall be so notified.

Employees desiring to review such records shall make such requests in writing at least twenty-four (24) hours in advance to their Special Districts/County Fire supervisor/manager or Human Resources Department as appropriate.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE/ DOMESTIC PARTNER	EACH CHILD
\$10,000	\$5,000	\$3125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

Special Districts/County Fire agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance, to be administered by the Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

New employees shall become eligible to participate in these programs on the start of the pay period following the first pay period in which the employee is paid for one-half plus one of his/her scheduled hours. Participation will continue as long as premiums are paid timely. If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.

## **ADMINISTRATIVE LEAVE**

### **The following applies to employees that are in a Supervisory Classification:**

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with forty (40) hours of Administrative Leave time for the employee's use.

An eligible 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. Those employees appointed after Pay Period 1 shall receive a prorated number of Administrative Leave hours at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2014 through February 2016, and then returns to paid status in March 2016, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2016 upon her return to paid status but shall not receive the calendar year 2015 Administrative Leave because the employee was not in paid status for the entire 2015 calendar year.

Except as provided below, if any Administrative Leave time is unused at the end of Pay Period 26 of any given year (or 27, when applicable), or at termination of employment, it shall be forfeited and shall not be converted to cash.

Employees may only submit amended Time and Labor Reports to charge Administrative Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Administrative Leave may not be substituted for Holiday Leave.

Each employee shall have one opportunity during the employee's employment and prior to retirement or separation, to convert Administrative Leave to cash. In order to exercise the employee's one opportunity to cash out administrative leave an employee may exercise the following options:

- (a) Option 1, Future Accruals. An employee must make an irrevocable election during the month of December specifying that forty (40) hours are to be sold back from the next calendar year's administrative leave accrual. All designated hours remaining at the end of the pay period 25, or pay period 26 when applicable, will automatically be converted into cash in the last pay period of the calendar year.
- (b) Option 2, Existing Accruals. An existing accrual balance (up to 40 hours) may be cashed out at one time, and will be subject to a ten percent (10%) penalty.

Submission of an irrevocable election to cash out future accruals or a request to cash out existing accruals with penalty shall constitute an employee's one opportunity to cash out Administrative Leave, regardless of the actual number of hours that are converted to cash.

Employees may designate that cash-outs of Administrative Leave be allocated to the County's Section 457(b) Deferred Compensation Plan.

**ANNUAL LEAVE****The following applies to employees that are in a Supervisory Classification:**

Effective pay period 1 of each year an employee in a regular supervisory position who is in paid status shall be credited with forty (40) hours of annual leave for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with a prorated number of Annual Leave based upon the annual rate of forty (40) hours (i.e., 1.54 hours per pay period, or any portion thereof). Annual leave will be separate from and in addition to any vacation or holiday leave. If any Annual Leave remains at the end of pay period 26 (27, when applicable), it shall not be cumulative into the next calendar year nor shall there be any conversion to cash.

An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of Annual Leave hours based on regularly scheduled hours. Those employees appointed after pay period 1 shall receive a prorated number of Annual Leave hours at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Annual Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27 (when applicable), shall not receive Annual Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2014 through February 2016, and then returns to paid status in March 2016, the employee shall receive a prorated sum of Annual Leave hours for calendar year 2016 upon her return to paid status but shall not receive the calendar year 2015 Annual Leave because the employee was not in paid status for the entire 2015 calendar year.

Employees who are appointed to a position in a classification that does not contain an Annual Leave provision and who have been denied in writing the opportunity to use the leave due to work urgency shall receive in cash payment the prorated amount of Annual Leave from the start of pay period 1 to the date of the position change (i.e., 1.54 hours per pay period) minus any Annual Leave hours used up until that time. Where an employee has elected to use vacation leave in lieu of Annual Leave, the prorated annual leave shall be reduced by the number of vacation hours utilized. In those instances where an employee returns to the supervisory classification prior to the end of the calendar year, the Annual Leave for the remainder of the calendar year shall be credited on a prorated basis, i.e. 1.54 hours per pay period. This provision applies only to these specific circumstances and expressly excludes its application to any other set of circumstances.

Employees may only submit amended Time and Labor Reports to charge Annual Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Annual Leave may not be substituted for Holiday Leave.

**BILINGUAL COMPENSATION**

Employees in positions designated by the Appointing Authority, or designee, which requires employees as a condition of employment to perform bilingual translations involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent by the Human Resources Division to be eligible for compensation. There are two (2) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language. Compensation per pay period shall be as follows: verbal skill level, fifty dollars (\$50.00) per pay period; written skill level at fifty-five dollars (\$55.00) per pay period.

## CLASSIFICATION

### Section 1: Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each non-represented Special Districts/County Fire position for the purpose of recruitment, retention, compensation, and organizational structuring. Whenever non-represented positions are subject to any change as a result of classification review, any Board of Supervisors' action shall be made on the recommendation of the Director of Special Districts or the County Fire Chief. Any request to review a classification action shall be submitted to the County's Human Resources Director. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Special District/County Fire Personnel Rules.

### Section 2: Implementation of Classification Study Results

#### (a) Upgradings

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the Article on "Promotions."

#### (b) Downgradings

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the County's Human Resources Director may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

#### (c) Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Incumbent employees whose classification is assigned to a higher base salary range shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Merit Advances Article. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advances Articles.

## DEFINITIONS

The following definitions apply to the terms used in throughout this Plan unless another definition is specified.

- (a) **Appointing Authority** – Refers to the department head of the employee's department. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.
- (b) **Base Rate of Pay or Base Hourly Rate** – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).
- (c) **Biweekly Base Salary** – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as State Disability Insurance or workers' compensation.

- (d) Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.
- (e) Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.
- (f) Director of Human Resources – Refers to the incumbent in the Director of Human Resources position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during the absence of the Director of Human Resources, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.
- (g) Fiscal Year – Refers to pay period 15 of one year through pay period 14 of the following year.
- (h) Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as State Disability Insurance or workers compensation.
- (i) Paid Status – Refers to any pay period in which an employee codes paid hours.
- (j) Regular Position – Refers to a position authorized by the Board of Supervisors that may be budgeted at either a full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.
- (k) Regular Status - Refers to the completion of a required probationary period in a regular classified position in the employee's current or prior position, as applicable.
- (l) Service Hours – Refers to paid hours from an employee's most recent date of hire in a regular position and during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, disability payments, Medical Emergency Leave and overtime hours do not count as service hours.
- (m) Special Districts/County Fire Service or Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from Special Districts/County Fire employment.

## **DEMOTIONS**

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which the employee is demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the top step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of the Downgrading Section of the Classification Article, with the approval of the Appointing Authority and the County's Human Resources Director.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at the time of promotion. No credit shall be granted for time spent at the promoted level for the next step advance due date.

## **DEPENDENT CARE ASSISTANCE PLAN (DCAP)**

The purpose of Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay qualifying dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.



The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section and the County's Dependent Care Assistance Plan Document.

- (a) To be eligible to enroll for this benefit, an employee must be in a regular position.
- (b) Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the County's Human Resources Employee Benefits & Services Division. An employee election to participate shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Dependent Care Assistance Plan Document.
- (d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

## **DIFFERENTIALS**

### **Section 1: Hazardous Materials Response Team Differential**

An employee working in the classification of Supervising Hazardous Materials Specialist assigned to the Hazardous Materials Response Team shall receive a differential of \$295 for each pay period the employee is in paid status. Employees receiving this differential shall not be entitled to the "Hazardous Materials Differential" in Section 2 of this Article.

Employees shall not be paid the differential during any period the employee is on a leave of more than eighty (80) consecutive hours (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than eighty (80) consecutive hours (e.g., vacation, holiday, comp time, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

### **Section 2: Hazardous Materials Differential**

Employees working in the classification of Supervising Hazardous Materials and Environmental Technician I, II and III shall receive a differential of \$200.00 for each pay period the employee is in paid status for working on a regular basis with hazardous materials and the clean-up of such waste. Employees receiving this differential shall not be entitled to the "Hazardous Materials Response Team Differential" in Section 1 of this Article.

Employees shall not be paid the differential during any period the employee is on a leave of more than eighty (80) consecutive hours (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than eighty (80) consecutive hours (e.g., vacation, holiday, comp time, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

### **Section 3: Emergency Medical Services Differential**

The Emergency Medical Services (EMS) Supervisor assigned to County Fire's Training Division shall receive a twelve and one-half percent (12.5%) EMS Training Differential on all paid hours, excluding overtime, except absences of eighty (80) or more hours for sick leave purposes.

## **DISASTER SERVICE WORKERS**

All employees covered by this Compensation Plan are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

## **DUAL APPOINTMENTS**

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the County's Human Resources Director to facilitate training, to make assignments to a position, which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The most recently hired dual appointee shall be notified in writing by the Appointing Authority or designee, and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department.

If no position is available, the employee shall be laid off in accordance with the Personnel Rules of the Board-Governed Districts provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department, however, he/she shall be required to serve a probationary period unless waived by the Appointing Authority. If the most recently appointed dual appointee held prior regular status in a lower classification in Special Districts/County Fire immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

## **DIRECT DEPOSIT (ELECTRONIC FUND TRANSFERS)**

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangement by the end of the 4<sup>th</sup> pay period after their date of hire shall be subject to disciplinary action. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or reimbursements via pay card. In cases where an employee is unable to make such arrangements for electronic fund transfer, the County's Human Resources Director may allow an exception to this article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County's Human Resources Director.

## **EMPLOYEE RIGHTS**

The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of a Special Districts/County Fire manager, supervisor, other employees, or employee organizations for exercising rights granted by the Meyer-Milias Brown Act (MMBA).

## **EXPENSE REIMBURSEMENT**

Non-Represented Special Districts/County Fire employees shall be reimbursed for all expenses incurred in connection with the conduct of Special Districts/County Fire business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority. Reimbursement for expenses for travel and subsistence will be as listed below.

### **Section 1: General Provisions**

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of Special Districts/County Fire, except as may be otherwise provided in this Plan.

**Section 2: Responsibilities**

It shall be the responsibility of each Appointing Authority for Special Districts/County Fire or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate Appointing Authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority for Special Districts/County Fire. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

**Section 3: Travel Authorization**

- (a) All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office on a standard "Travel Request" form, unless specifically approved in the department's budget.
- (c) The Appointing Authority for Special Districts/County Fire shall initiate Travel Requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (d) The Appointing Authority for Special Districts/County Fire or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

**Section 4: Authorization for Attendance at Meetings**

- (a) Appointing authorities for Special Districts/County Fire may authorize attendance at meetings at Special Districts/County Fire expense when the program material is directly related to an important phase of Special Districts/County Fire service and holds promise of benefit to Special Districts/County Fire as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on Special Districts/County Fire time, may be granted when the employee is engaged on Special Districts/County Fire Department's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to Special Districts/County Fire.

**Section 5: Records and Reimbursements**

- (a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Unless otherwise provided in this Section, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
  - (1) Subsistence, except as otherwise provided in this Section.
  - (2) Private mileage.
  - (3) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
  - (4) Telephone, fax, and other communication related charges.

- (5) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- (e) Except as otherwise provided in this Section, expense reimbursements shall be made on an actual cost basis.
- (f) If the original receipt is unavailable, the employee may submit a photocopy and a signed statement as to the location of the original receipt or an explanation as to its absence.
- (g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

### **Section 6:      Transportation Modes**

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to Special Districts/County Fire. Where an employee is given the choice between several means of travel (e.g., use of Special Districts/County Fire vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a County Fire vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount Special Districts/County Fire would have paid for the flight.

#### **(b) Travel via Private Automobile**

- (1) Reimbursement for the use of privately owned automobiles to conduct Special Districts/County Fire business shall be at the IRS allowable rate when the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. Special Districts/County Fire does not provide any insurance for private automobiles used on Special Districts/County Fire business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on Special Districts/County Fire business.
- (2) When employees traveling on official Special Districts/County Fire business leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

#### **(c) Travel via Rental Vehicles**

Reimbursement will be provided for the cost of a rental vehicle for business purposes if a Special Districts/County Fire supervisor/manager approves such use. Rental Vehicles are covered for liability and vehicle physical damage under the Special Districts/County Fire self-insurance

program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for Special Districts/County Fire business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel via air

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

**Section 7: Meals and Lodging**

- (a) Meals and lodging expenses shall not be allowed without prior approval of the Appointing Authority or designee as necessary for the purpose of conducting Special Districts/County Fire business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provide below for all meal expenses claimed.
- (b) The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single, with receipt.
- (c) Compensation for meal expenses may be provided as follows:
- (1) Option 1: with receipts, an employee may be reimbursed for meal expenses up to fifty dollars (\$50.00) per day, including tax and gratuity for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.
  - (2) Option 2: without receipts, an employee may be reimbursed for meal expenses up to thirty-four dollars (\$34.00) per day, including tax and gratuity for three meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch and nineteen dollars (\$19.00) for dinner, all including tax and gratuity.
  - (3) All meals for a single day must be claimed under either Option 1 or Option 2.
- (d) Meal allowances for a business meeting/conference including meals are the actual cost.
- (e) It is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, Special Districts/County Fire shall make every effort to provide meals.

**Section 8: Expense Advances**

Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of Special Districts/County Fire employment, the Auditor-Controller/Treasurer/Tax Collector's Office may recover the amount advanced from the employee's pay.

**Section 9: Credit/Debit Cards**

The Appointing Authority may issue Special Districts/County Fire credit or debit card to an employee and required business expenses be paid with said card. Further, Special Districts/County Fire may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse Special Districts/County Fire. If the employee fails to reimburse Special Districts/County Fire within fifteen (15) calendar days or prior to separation from Special Districts/County Fire service, the Auditor-

Controller/Treasurer/Tax Collector's office may recover any unauthorized charges from the employee's pay.

### **EXTRA HELP**

An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak workloads; emergency extra work loads of limited duration; necessary vacation, holiday or sick leave relief; temporary extra help to cover workloads pending establishment and/or hiring into vacant positions; and other situations involving a fluctuating staff. At the end of 2,080 service hours the appointment shall be terminated unless the appointing authority receives approval from the Director of Human Resources to continue the appointment. Per the Labor Code, extra-help employment, having no specified term, may be terminated at the will of the Appointing Authority or designee or the extra-help employee upon notice to either party.

Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise required by law, shall not receive benefits, and shall not obtain regular status without engaging in a competitive recruitment process or as otherwise specified in the Personnel Rules for the Board-Governed Special Districts. Extra-help employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the article on "Salary Rates and Step Advancements."

Under unusual circumstances and with the approval of the appropriate Appointing Authority and the County's Human Resources Director, an employee in a regular position may choose to work in an extra-help capacity for the same or another Appointing Authority and be compensated as such pursuant to this article.

Extra-help employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 7.5% of the employee's biweekly gross earnings, and the employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employees' maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

### **FLEXIBLE SPENDING ACCOUNT**

The purpose of this Section 125 Flexible Spending Account (FSA) Plan is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto.

The FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

The FSA will be administered by the County's Human Resources Employee Benefits and Services Division, consistent with said IRC Sections and the County's Medical Expense Reimbursement Plan Document.

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan is required every Plan Year and limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Medical Expense Reimbursement Plan Document.

- (d) Any unused amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

## **IDENTIFICATION CARDS**

Special Districts/County Fire will provide identification and/or access cards to employees. Such cards will include the employee's name and photograph. Employees shall carry such cards at all times while engaged in Special Districts/County Fire business and in connection with such business shall produce cards for inspection to any Special Districts/County Fire or County official. Employees shall surrender such cards upon separation from Special Districts/County Fire employment.

## **JOB SHARING AND PART-TIME EMPLOYMENT**

At the discretion of the Appointing Authority or designee, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Benefits for job sharing and part-time employees shall be as provided in the appropriate Section. Each employee shall be notified in writing by the Appointing Authority or designee at the time of appointment and such notification will clearly define the benefits to which each employee is entitled.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific article provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by Special Districts/County Fire an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing and part-time employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the Special Districts/County Fire.

The Appointing Authority may discontinue part time or job sharing status with a written notice at least two (2) pay periods prior to the effective date of the change.

## **LEAVE PROVISIONS**

### **Section 1: Sick Leave**

#### **(a) Definitions**

- (1) Sick leave with pay is an insurance or protection provided by Special Districts/County Fire to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.
- (2) Immediate Family is defined as parent, child, spouse, or domestic partner as defined by California Family code Section 297. As defined by the California Labor Code Section 233, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. As defined by California Labor Code Section 233, "parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.
- (3) Extended family is defined as grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, or any step relations as defined herein.

- (b) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period, except as provide in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.
- (c) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provide in this Section. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(d) Administration

- (1) Investigation. It shall be the responsibility and duty of each Special Districts/County Fire supervisor/manager to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the County's Human Resources Director.
- (2) Notice of Sickness. In twenty-four (24) hour divisions and employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work, the Special Districts/County Fire supervisor/manager or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. For other employees, the Special Districts/County Fire supervisor/manager or designee must be notified within one-half (1/2) hour before the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off work order and provides notice of same to the Appointing Authority or designee, the employee is not required to contact the department daily. If the employee does not have an off work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off work order, the employee may be subject to Automatic Resignation in accordance with the Personnel Rules for the Board-governed Special Districts.

- (3) Review. The County's Human Resources Director may review and determine the justification of any request for sick leave with pay and may, in the interest of Special Districts/County Fire, require a medical report by a doctor to support a claim for sick leave pay.
- (4) Proof. The employee shall provide a doctor's certificate or other adequate proof in all cases of absence due to illness when requested by the Appointing Authority.
- (5) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules define herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.
- (e) Sick Leave for Other than Personal Illness/Injury
- (1) Family Sick Leave. As provided in California Labor Code Section 233, a maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who required the attention of the employee.



- (2) Bereavement. A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family of the employee, as defined herein, or any relative who resided with the employee. Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's immediate family, as defined Section 1(a)(2) of this Article. One (1) additional day shall be granted if the employee travels over one thousand (1000) miles from his/her residence to the bereavement services of an immediate family member. This additional day shall not be charged to the employee's personal leave balances. The appointing authority may request verification of distance traveled
- (3) Birth/Adoption. A maximum of forty hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her child.
- (4) Medical, optical or dental appointments. The employee may use sick leave for medical, dental, or optical appointments. However every effort should be made to schedule the appointment at a time of day that will minimize the employee's time off work.
- (f) Return to Work Medical Clearance
- (1) Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness (Center) for medical evaluation of their condition and authorization to return to work before returning to work.
- (i) Employees whose treating physician or other qualified medical provider has ordered job modifications as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
- (ii) Employees who have been off work due to communicable diseases such as, but not limited to chicken pox and measles.
- (iii) Employees who have been absent due to a serious medical condition, when so directed by their Appointing Authority and with concurrence of the Center.
- (2) Employees are required to attend return to work medical appointments at the Center on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee covered by (i)-(iii) above to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, Special Districts/County Fire shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority or designee immediately upon receipt of their medical provider's authorization to return to work and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.
- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the Center or Special Districts/County Fire that, in turn, results in a delay between the employee's appointment with the Center and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, Special Districts/County Fire

will pay for work hours missed, without charge to the employees leave balances.

- (6) The final decision on the employee’s ability to return to work rests with the medical provider at the Center. In the event the employee is not released to return to work by the medical provider at the Center, the employee’s status would continue on sick leave or, where there is not balance, leave without pay.
- (g) Workers’ Compensation. Employees shall receive full salary in lieu of Workers’ Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers’ Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- (h) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in the Article Retirement Medical Trust Fund.
- (i) Perfect Attendance. Employees in regular, full time positions who do not utilize any sick leave in pay periods 1 through 26 consecutively (or 27, when applicable), and who do not record any sick leave without pay, Medical Emergency Leave, Military Leave as provided by law, or absence without pay during that calendar year, shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership or utilization of perfect attendance leave. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee’s leave balances or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.
- (j) Sick Leave Conversion.
  - (1) Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee’s option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

<b>Sick Leave Hours Used</b>	<b>Hours to be Converted</b>	<b>Vacation</b>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

- (2) Employees who hold regular positions in the Special Districts/County Fire and who have contributed to the San Bernardino County Public Employee’s Retirement Association or other public entity retirement system for more than ten (10) years and have not withdrawn the contributions from the system(s) and who separate from Special Districts/County Fire service for reasons other than death shall be eligible for Sick Leave Conversion in accordance with the provisions of the Article on Retirement Medical Trust.

**Section 2: Vacation Leave**

- (a) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Except as provided in Section 4 of this Article, employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation accumulation on a pro-rata basis provided, however, that there shall be no prorating of the maximum accumulations. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee's hire date.

Length of Service From Hire Date Rate	Annual Vacation Allowance	Maximum Allowed Unused Balance
From Hire Date through 8,320 service hours	80 Hours	160 Hours
Over 8,320 through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration

- (1) Scheduling. Vacation periods should be taken annually with the approval of the Appointing Authority or designee at such time as will not impair the work schedule or efficiency of Special Districts/County Fire but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave, the County's Human Resources Director, will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the County's Human Resources Director for an immediate review. In those instances where a financial hardship would occur because pre- approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.
- (3) Vacation Leave and Termination Date. Employees not planning to return to Special Districts/County Fire employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.
- (4) Vacation Cash-Out – On one occasion each calendar year for the next three calendar years, an employee who had used eighty (80) or more hours of vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to

cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2015 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

- (5) Supervisory Classification - Prior Service. Employees in regular positions who have been employed in a public jurisdiction in a comparable, full-time position may receive up to four (4) years of credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of the previous experience and amount of credit to be granted rests solely with the County’s Human Resources Director. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee’s hire date.

**Section 3: Holiday Leave**

- (a) Fixed Holidays. All Non-Represented employees in a regular Special Districts/County Fire positions shall be entitled to the following fixed holidays:

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

- (b) Floating Holidays. Employees in regular positions shall be entitled to accrue one (1) floating holiday (eight (8) hours of holiday time) during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status.

Floating holidays accrued shall be available for use in the first day following the pay period in which they were accrued, with the approval of the Appointing Authority. The Appointing Authority has the right to schedule employees’ time off for accrued holidays to meet the needs of Special Districts/County Fire but with consideration given to the well-being of the employee. Employees in positions budgeted less than (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

- (c) The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for employee’s who had a balance of more than 112 hours at the end of calendar year 2010 shall be such employee’s holiday leave balance at the end of pay period 26 of calendar year 2010. The maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

- (d) Eligibility for Holiday Pay. Except as provided in Section 4 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met, during the pay period in which the fixed holiday fell:

- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
- (2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.

- (3) The employee must have been on an approved leave of absence for unpaid hours; and
- (4) The employee must not have any unauthorized leave.

- (e) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.
- (f) Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours of floating holiday time. At the request of the employee, and with approval of the Appointing Authority, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (g) Weekend Holidays. 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.

For those Special Districts/County Fire divisions which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

- (g) Automatic Conversion. At the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.
- (h) Holiday Time Accrual.
  - (1) Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.
  - (2) An employee may code vacation or other appropriate accrued paid leave time on a fixed holiday only under the following circumstances:
    - (i) An employee on an alternate work schedule such as a 9/80 or 4/10 may code accrued vacation hours on a fixed holiday that falls on a workday up to an amount that if combined with his/her fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee on a 4/10 work schedule normally works ten (10) hours on Mondays, when the fixed holiday falls on a Monday the employee codes eight (8) hours of holiday and may code up to two (2) hours of vacation).
    - (ii) An employee in a regular part-time or job share position who does not accrue eight (8) hours of holiday leave due to the employee's reduced work schedule may code accrued vacation leave hours on a fixed holiday that falls on a normal workday up to an amount that if combined with the employee's fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee due to his/her reduced work schedule accrued four (4) hours of holiday, but normally would have worked eight (8) hours on the day in which the holiday occurred, may code four (4) hours of accrued vacation leave in addition to the four (4) hours of holiday).

#### **Section 4: Leave Accruals While on Disability Leave**

Employees receiving the benefits for Workers' Compensation or State Disability Insurance leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employees' time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their Special Districts/County Fire payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report. Employees who are fully integrating paid leave time with disability benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not intergrading paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 3.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, Special Districts/County Fire will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the TLR will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employee's base salary.

#### **Section 5: Compulsory Leave**

If in the opinion of the Appointing Authority or designee, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the County's Human Resources Director or by their own physician or other practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the Appointing Authority, and the employee was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses or certifications) shall be immediately removed from duty without pay or may be permitted to use appropriate accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

#### **Section 6: Military Leave**

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

- (c) Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by Special Districts/County Fire for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the requirements of (c) and (d) shall be entitled to receive his/her regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (d) Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from Special Districts/County Fire employment, except as provided in the Temporary Duty provision.

- (e) Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the first thirty (30) calendar days.
- (f) Extension of Benefits. Special Districts/County Fire recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are involuntarily called to active duty as a result of the activation of military reservists due to a crisis related to terrorist attacks on America and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base Special Districts/County Fire salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue through June 26, 2015 and for any additional period as may be approved by the Board of Supervisors. During this period, Special Districts/County Fire will continue to provide the employee all the benefits and leave accruals as was provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee had enough pay to cover the entire

retirement system contribution. If the employee does not get enough pay to cover the retirement system contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full Special Districts/County Fire payment for the first 30 days of military leave provided in (e) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

(g) Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Sub Section (c) of the Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Section under the following conditions:

- (1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
- (2) The employee must use accrued leave time for the entire pay period (i.e., Special Districts/County Fire pay will not be integrated with military pay for partial pay periods).
- (3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
- (4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this section will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

#### **Section 7: Political Leave**

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8 of this of this Article.

#### **Section 8: Special Leaves of Absence Without Pay**

(a) General Provisions. A special leave of absence without pay not exceeding one (1) year may be granted to an employee who:

- (1) Medically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study, which will enhance the employee's value to Special Districts/County Fire.
- (3) Takes a leave of absence pursuant to the federal FMLA, CFRA, and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).
- (4) For any reason considered appropriate by the Appointing Authority and the County's Human Resources Director.

(b) Types of Leaves of Absence. There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the Appointing Authority or designee and the County's Human Resources Director. Upon request, the Appointing Authority or designee and the County's Human Resources Director may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate section of this Non-Represented Compensation Plan.

- (1) Leaves of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.



- (2) Family Leave. Leaves of absence will be granted in accordance with the federal FMLA, the CFRA and/or PDL provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage article of this Compensation Plan. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are Special Districts/County Fire employees, both employees are limited to a total of 12 weeks between them.

- (3) Leaves of absence without right to return.

- (i) Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

- (ii) Rehire Process. An employee may be reemployed in the same division in the classification from which the employee took the leave of absence with the approval of the Appointing Authority and the County's Human Resources Director. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the re-qualification provisions of the Personnel Rules for Board- Governed Special District. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from Special Districts/County Fire service. If reemployed, the employee shall be required to serve a new probationary period. The County's Human Resources Director has the discretion to waive the requirement to serve a new probationary period.

- (iii) Benefits Upon Rehire. An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date.
- Hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of leave of absence. The 90 days shall run concurrently with the first 90 days of the one (1) year period provided in the Reemployment Article.

- (4) Medical Leave of Absence.

- (i) Definition. An employee with regular status who suffers from a serious condition may be placed on a medical leave of absence for up to one (1) year only after FMLA, CFRA and/or PDL have been exhausted. However, if an employee meets the service requirements for eligibility for a disability retirement, the Medical Leave of Absence may be extended. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. Special Districts/County Fire retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the retirement system and cannot

be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return.

- (ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 3(iii) above.

### **Section 9: Jury Duty Leave**

Employees in a regular position who are ordered/summoned to serve jury duty including Federal Grand Jury Duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued leave bank. Employees volunteering for Grand Jury Duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 8.

### **Section 10: Examination Time**

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different Special Districts/County Fire or County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

### **Section 11: Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to Special Districts/County Fire. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

**Section 12: Blood Donations**

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave, provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Appointing Authority to receive this benefit.

**Section 13: Time Off for Voting**

- (a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- (b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon.
- (c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that the time off for voting is desired, in accordance with this Section.

**LIFE INSURANCE**

- (a) Special Districts/County Fire agrees to pay a premium for term life insurance for all employees based on scheduled work hours according to the table below.

This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee works and receives pay for at least one-half plus one of his/her regularly scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours. For pay periods in which the employee does not meet the paid hour requirement, the employee shall have the option of continuing life insurance coverage at the employee's expense.

Special Districts/County Fire agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s), the method of computing premiums and administration of the plan shall be within the sole discretion of the County.

	Amount of Life Insurance	
	Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
All employees except Supervisory	\$12,000	\$25,000
Employees in a Supervisory Classification	\$17,000	\$35,000

- (b) Special Districts/County Fire further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs following the pay period in which the employee works and receives pay for one-half plus one of his/her regularly scheduled hours.
- (c) Special Districts/County Fire agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of Special Districts/County Fire and/or County, as applicable.

**MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with Special Districts/County Fire. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of each of Special Districts/County Fire, commissions, and municipal advisory councils.
- (b) The right of full and exclusive control of the management of Special Districts/County Fire, supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities, or, to contract for work to be done.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees; and to otherwise maintain orderly, effective and efficient operations.

**MEAL AND BREAK PERIODS**

Meal Periods - Meal periods are non-paid and non-working time and shall not be less than one-half hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

Break Periods – Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of Special Districts/County Fire, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work. Rest periods may not be divided so as to increase the total number of rest periods taken. For example, a twenty (20) minute rest period may not be divided by the employee into two rest periods of ten (10) minutes in duration.

<b>Regularly Scheduled Tour of Duty</b>	<b>Number and Limit of Rest Period</b>
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Period
After 8 hours and through 10 hours	Two – 20 Minute Rest Period
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

## MEDICAL AND DENTAL COVERAGE

### Section 1: Medical and Dental Plan Coverage

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by Special Districts/County Fire. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and received pay for at least one-half plus one hour of scheduled hours.
- (b) To continue enrollment in a Special Districts/County Fire-sponsored medical and/or dental plan, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours in a pay period and have received pay for at least one-half plus one hour of scheduled hours or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over aged dependent, or termination of domestic partnership.
- (e) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee experiences a mid-year qualifying event.
- (f) Notification of a mid-year qualifying event must be submitted to the Special Districts/County Fire's Human Resources Division or the Employee benefits and Services Division in accordance with procedures adopted by Employee Benefits and Services Division. Employees are responsible for notifying the Special Districts/County Fire or Employee Benefits and Services Division within sixty (60) days of any dependent's change in eligibility for the Special Districts/County Fire sponsored plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

### Section 2 – Opt-Out and Waive

Employees eligible for medical and dental plan coverage who are also enrolled in comparable group medical and/or dental plan sponsored by another employer may elect to discontinue their enrollment in Special Districts/County Fire-sponsored medical and/or dental plan (opt-out).

Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed with Special Districts/County Fire or the County may elect to waive enrollment in the Special Districts/County Fire-sponsored medical and/or dental plan (waive).

To receive the opt-out or waive amounts, the employee must be paid for a minimum of one-half plus one of his/her scheduled hours. For instance, an employee scheduled to work 80 hours must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

- (1) Employees scheduled for sixty-one (61) to eighty (80) hours per pay period who prior to July 9, 2005 elected to opt-out of Special Districts/County Fire sponsored medical plan coverage and continue to opt-out shall receive one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for forty (40) to sixty (60) hours who continue to opt-out shall receive sixty-six dollars and ninety-three cents (\$66.93) per pay period.

- (2) Employees scheduled to work 61 to 80 hours who prior to July 9, 2005 elected to waive medical plan coverage and continue to waive will receive one hundred ninety dollars (\$190.00) per pay period. Employees scheduled for 40 to 60 hours who continue to waive shall receive ninety-five dollars (\$95.00) per pay period.
- (3) New opt-outs or waives (i.e., newly hired or current employees who opt-out or waive effective beginning with the fiscal year in 2005 and any time thereafter) scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; new opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars (\$20.00) per pay period.

The rules and procedures for electing to opt-out or waive Special Districts/County Fire-sponsored medical and dental plan coverage are established and administered by the County's Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out or waive Special Districts/County Fire-sponsored medical and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may also elect to opt-out or waive Special Districts/County Fire-sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees newly electing opt-out or waive during an annual open enrollment period must provide verification of other employer group plan coverage.
- (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a Special Districts/County Fire-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the Special Districts/County Fire-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.
- (4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a Special Districts/County Fire-sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify Special Districts/County Fire of loss of other employer group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

### **Section 3 – Medical and Dental Premium Subsidies**

- (a) Special Districts/County Fire has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employee's Retirement Association. The applicable MPS amount shall be paid directly to the provider of the Special Districts/County Fire sponsored medical plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts, below, exceed the lowest HMO cost).
- (b) Special District/County Fire has established a Dental Premium Subsidy (DPS) for employees in regular positions, as follows:
  - Employees who prior to July 9, 2005 elected "Employee Only" medical coverage and continue shall receive a DPS of up to \$19.72 per pay period.
  - All other employees who elect "Employee Only", "Employee + 1", or Employee + 2" medical coverage shall receive a DPS in the amount of up to \$9.46 per pay period.

The applicable DPS amount shall be paid directly to the provider of the Special Districts/County Fire sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

- (c) Eligibility - Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a Special Districts/County Fire-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a Special Districts/County Fire-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to actually receive the benefits of this Section.

For purposes of this Sub-section (c), paid hours shall not include disability payments such as state disability insurance and workers' compensation.

- (d) All employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only – Lowest Cost HMO	\$83.45	\$166.89
Employee Only – Highest Cost HMO	\$93.90	\$187.79
Employee + 1	\$172.83	\$345.66
Employee + 2	\$236.85	\$473.70

Effective January 9, 2016 all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only – Lowest Cost HMO	\$97.45	\$194.90
Employee Only – Highest Cost HMO	\$115.13	\$230.25
Employee + 1	No Change	
Employee + 2	No Change	

Effective July 21, 2018 all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only	\$99.70	\$199.40
*Grandfathered Employee Only	\$117.33	\$234.65
Employee + 1	No Change	
Employee + 2	\$243.10	\$486.11

\*Grandfathered Employee Only – Only those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage and continue to elect the Employee Only – Highest Cost HMO coverage will continue to receive either \$117.33 or \$234.65 per pay period, as applicable. However, those employees who prior to July 21, 2018 elected the Employee Only – Highest Cost HMO coverage who subsequently elect another plan option shall no longer be eligible to receive the grandfathered amounts of either \$117.33 or \$234.65 per pay period, as applicable, and shall receive the applicable amount listed in the chart above.

#### Section 4 – Needles Medical Premium Subsidy

For employees assigned to work in the Needles, Trona, and Baker work locations, Special Districts/County Fire will establish a "Needles Subsidy." To be eligible for the Needles Subsidy the employee must be enrolled in a medical plan and receive MPS. The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity medical plan offered in these specific work locations and the lowest cost medical plan provided by Special Districts/County Fire. The applicable Subsidy amount shall be paid directly to the provider of the Special Districts/County Fire-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the Special Districts/County Fire-sponsored medical plans. The Subsidy will be discontinued when the lowest cost medical plan becomes available to the employees.

#### Section 5 – Eligibility for MPS and DPS While on Leave

- (a) FMLA/CFRA - Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a Special Districts/County Fire-sponsored medical and dental plan and to receive MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

- (b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.
- (c) Workers' Compensation - Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.
- (d) State Disability Insurance - Employees who are fully integrating paid leave time with State Disability Insurance (SDI) shall continue to receive the MPS and DPS.

#### MEDICAL EMERGENCY LEAVE

The particulars of the Medical Emergency Leave Policy are as follows:

- (a) The employee must have regular status (not probationary) with Special Districts/County Fire for one (1) year of continuous service in a regular position with Special Districts/County Fire.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations - subsequent accruals will not affect eligibility; (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance (SDI) must agree to integrate these benefits with Medical Emergency Leave.



- (d) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours), not to exceed a total of fifty percent (50%) of an donor's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on the time frames established by the Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those employees scheduled less than 40 hours per week. Example: an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (e.g., MPS, DPS, Opt-Out, and Waive amounts) per the minimum paid hours (i.e., one-half plus one hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirements of the FMLA, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine Holiday Leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
  - (1) An employee who resigns while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Will form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.
  - (2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full-time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision in this Compensation Plan, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with the procedures established by the County.

- (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period), may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Division.

## **MERIT ADVANCES**

### **Section 1: General**

Employees receiving an overall rating on their evaluation of "Meets Job Standards" or better shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements article.

### **Section 2: Probationary Employees and Other Employees Without Regular Status**

- (a) Upon initial appointment to a job classification, the employee may receive a merit advancement following 1,040 service hours, provided the employee is rated "Meets Job Standards" within two (2) pay periods of the employee's step advance eligibility date.
- (b) Probationary employees and other employees without regular status may receive subsequent merit advancements following 2,080 service hours at the new step, provided that the employee receives an evaluation with an overall rating of at least "Meets Job Standards" within a thirty (30) day period prior to the employee's step advancement eligibility date.
- (c) If no evaluation is filed within by the employee's step advance eligibility date, the employee shall not receive the merit advancement until their performance is evaluated. Once evaluated, if the employee's overall performance is rated as at least "Meets Job Standards," the employee's merit advancement will be retroactive to the original step advance eligibility date.
- (d) If the employee receives an overall rating of "Needs Improvement" or "Unsatisfactory," the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

### **Section 3: Regular Employees**

- (a) Regular employees shall be evaluated within a thirty (30) day period prior to the step advance eligibility date. If the employee receives an evaluation with an overall rating of at least "Meets Job Standards," the employee shall receive the step advance on their step advance eligibility date.
- (b) If the employee receives an evaluation after the step advance eligibility date and the overall rating is at least "Meets Job Standards," the employee shall receive the merit advancement retroactive to the original step advance eligibility date.

- (c) If the employee receives an evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory," the step advance may not be granted on the due date.
- (d) In cases where no Work Performance Evaluation is filed, an employee should contact the supervisor, who must complete and file the evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement, retroactive to the employee's step advance eligible date. If the employee is rated as "Needs Improvement" or "Unsatisfactory," the employee's step advancement will be denied or suspended in accordance with Sub-section (c) above.

#### **Section 4: Denied Steps**

If an employee's step is denied, the employee may be re-evaluated following a thirty (30) day review period after receiving a "Needs Improvement" or "Unsatisfactory" evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

#### **Section 5: Disputes**

An employee with regular status may appeal the content of a work performance evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.

#### **NON-DISCRIMINATION**

Special Districts/County Fire shall not discriminate against any employee because of race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political affiliation or religion, or other basis as required by federal, state or local law.

#### **OVERTIME**

##### **Section 1: Fair Labor Standards Act (FLSA) Covered Employees**

- (a) Policy. It is the policy of Special Districts/County Fire to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Special Districts/County Fire has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any FLSA covered employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment upon request of the employee and approval of the Appointing Authority, or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employees' base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, for any hours on record immediately prior to promotion, demotion or termination of employment. For the classifications of Staff Analyst I and Staff Analyst II, the following shall apply: Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds forty (40) hours, for any such time which has not been taken within six (6) pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.

- (d) Variable Work Schedule. The Appointing Authority, or designee, with agreement of an affected employee, may arrange for that individual to take such time off as is necessary to ensure that employee's actual time worked does not exceed forty (40) hours within a given work period.
- (e) Work Period. The work period for purposes of overtime, established for employees in this Compensation Plan, commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period normally does not exceed forty (40) hours. Employees currently on 9/80 work schedules may maintain such schedules provided a work period can be established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the article on, "Standard Tour of Duty." The Appointing Authority or designee may terminate or modify an employee's 9/80 work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements, cost effectiveness and/or an employee's ability to meet the department's standards in effectively completing work requirements.

## **Section 2: FLSA Exempt Employees**

- (a) Policy. It is the policy of Special Districts/County Fire to discourage overtime payment to professional employees except as necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time. Special Districts/County Fire has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime for FLSA exempt employees shall be defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Time spent attending conferences, seminars and training programs shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at straight compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or for any hours on record immediately prior to promotion, demotion, or termination of employment.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

- (d) Variable Work Schedule. The Appointing Authority, or designee, shall have the right to direct an employee to take such time off as necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given pay period.
- (e) Work Period. The work period normally does not exceed forty (40) hours. Employees currently approved to work a 9/80 schedules may maintain such schedules provided a work period can be established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the article on "Standard Tour of Duty." The Appointing Authority or designee may terminate or modify an employee's 9/80 work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements, cost effectiveness and/or an employee's ability to meet the department's standards in effectively completing work requirements.

**PAY PERIOD**

A pay period shall be comprised of fourteen (14) calendar days. A pay period under this Plan shall commence at 12:01 a.m., Saturday, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Electronic paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue payments at an earlier date if possible.

**PAYROLL ADJUSTMENTS**

In situations involving overpayment to an employee by Special Districts/County Fire, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25.00) or less, the overpayment will be recovered in one (1) pay period. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Special Districts/County Fire payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leave employment prior to repayment of overage the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by Special Districts/County Fire, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the Appointing Authority/County's Human Resources Director.

In those situations where the employee has been underpaid by seven and one-half percent (7½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The Special Districts/County Fire payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt for payroll adjustment from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

The County's Human Resources Director must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

**PHYSICAL/MENTAL FITNESS**

The parties agree that physical and mental fitness of Special Districts/County Fire employees is a reasonable requirement to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that Special Districts/County Fire with reasonable cause, may require medical and psychological assessment of employees provided Special Districts/County Fire pays and provides time off without loss of pay for such assessment. Appropriately qualified health care professionals shall do all such assessment.

Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of Special Districts/County Fire business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

## **PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS**

### **Probationary Period**

- (a) The probationary period for non-represented Special Districts/County Fire positions will end at the end of the day in which the employee has completed the required number (1,040) of service hours, except for trainees.

Probationary periods will be automatically extended for each hour during which an employee is on leave without pay or on military leave past thirty (30) days whether paid or unpaid. In the situation where an employee is on continuous paid sick leave for eighty (80) or more consecutive hours or is on modified duty for occupational or non-occupational injury or illness the probationary period may be extended at the discretion of the Appointing Authority. Such extension is in addition to the eighteen (18) pay period extension allowed by the Special District/County Fire Personnel Rules.

### **Trainee Appointments**

- (b) A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period of time, as provided in the class specification, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a probationary period.

## **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase (i.e., mathematically closest to 5%), whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range. At the discretion of the Appointing Authority and with the approval of the County's Human Resources Director, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the County's Human Resources Director.

## **RECRUITMENT AND REFERRAL BONUS PROGRAMS**

- (a) General. Special Districts/County Fire shall make available a Recruitment and Referral Incentive Program to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions, in accordance with the guidelines established herein.
- (b) Program Applicability. The Appointing Authority may request authorization to apply the Recruitment and/or Referral Bonus Program(s) to assist in filling regular positions in the Special Districts/County Fire. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The County's Human Resources Director shall have the sole authority to determine the applicability, amount, and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.
- (c) Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:
- (1) Bonus Amount and Method of Payment. Eligible employees hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000.00) upon hire. An additional one thousand dollars (\$1,000) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

(2) Limitations and Exclusions

- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the County's Human Resources Director, for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the County's Human Resources Director for that classification to be eligible for participation in the Recruitment Bonus Program.
  - (ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
  - (iii) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2<sup>nd</sup> installment of the recruitment bonus. Such determination shall not be subject to review.
- (d) Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

- (1) Method of Referral. To be eligible for the recruitment bonus, Special Districts/County Fire Application for Employment must contain the name of the referring employee on the application.
- (2) Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon the new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

(3) Limitations and Exclusions

- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for position in the classification prior to the beginning date certified by Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the County's Human Resources Director for that classification to be eligible for participation in the Referral Bonus Program.
- (ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
- (iii) In cases where more than one employee is named as the referring party, the recruitment bonus shall be equally split between the referring employees.
- (iv) In cases where the referring employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional \$500 shall not be paid.
- (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
- (vi) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2<sup>nd</sup> installment of the recruitment bonus. Such determination shall not be subject to review.

## RECURRENT EMPLOYMENT

A recurrent appointment shall mean an appointment, which is made for an indefinite period of time, to meet additional staffing needs. Employees may not exceed 1,547 hours in a year without the express approval of the Director of Human Resources. Recurrent employees shall be compensated on an hourly basis only for hours actually worked.

Recurrent employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. Said employees shall contribute 7.5% of the employee's biweekly gross earnings and the employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

## REEMPLOYMENT

- (a) A regular employee who has separated from Special Districts/County Fire employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365<sup>th</sup> calendar day), may receive restoration of salary step, annual leave accrual rate, and sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article Retirement Medical Trust Fund), subject to the approval and conditions established by the Appointing Authority and the County's Human Resources Director. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. Such employees begin accruing Vacation and Sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless such requirements are waived by the County's Human Resources Director. The employee shall be provided a new date of hire for purposes of Special Districts/County Fire seniority.
- (b) A regular employee who has separated from Special Districts/County Fire employment and who is subsequently rehired to a regular position in the same job family within one (1) year (i.e., beginning the first day of work by the 365<sup>th</sup> calendar day), may receive restoration of vacation accrual rate, sick leave and retirement contribution rate in the same manner described above. Such employees shall also suffer loss of seniority by being provided a new hire date and be required to serve a new probationary period, unless such requirements are waived by the County's Human Resources Director.
- (c) A regular employee who has separated from Special Districts/County Fire employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the County's Human Resources Director. The employee shall be provided a new date of hire for purposes of Special Districts/County Fire seniority.
- (d) Reemployment from Layoff. A regular employee who has been laid off from Special Districts/County Fire employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.
- (e) For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of Special Districts/County Fire employment.

## RELOCATION

- (a) In-Service Relocation Assistance. Employees in regular positions who are required by order of their Appointing Authority, or designee, to change their principal place of residence because of reassignment to meet the needs of Special Districts/County Fire will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.



- (b) Recruitment Relocation Assistance. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the Appointing Authority, the County's Human Resources Director may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with Special Districts/County Fire as follows:

Miles Relocated	Maximum Reimbursement
500 - 1,000 miles	\$1,000
1,001 - 2,000 miles	\$2,000
More than 2,000 miles	\$2,500

Such reimbursement may be provided to employees upon initial employment with Special Districts/County Fire, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse Special Districts/County Fire for any payment made under this Article. If the employee fails to reimburse the County, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

## **RETIREMENT MEDICAL TRUST**

A Retirement Medical Trust Fund has been established for eligible employees.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed. The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for Special Districts/County Fire. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Code (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

### **Section 1 – Sick Leave Conversion Eligibility**

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA). Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA. Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must provide the Plan Administrator written evidence of participation in other public retirement systems. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the written evidence.

### **Section 2 – Sick Leave Conversion Formula**

At separation, from Special Districts/County Fire service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conversion formula table below:

Amount of Remaining Sick Leave Hours	Cash Formula Value
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,200 hours	60%

**Section 3 – Special Districts/County Fire Contributions**

Special Districts/County Fire shall contribute, on behalf of eligible employees, the following amounts to the Trust:

Years of Continuous District Service	Percentage
10 but less than 15 years	1%
15 but less than 20 years	1.25%
20 or more years	1.5%

**Section 4 – Death**

Upon the death of an active member with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased person shall be paid for all unused sick leave balances in accordance with the formula, above.

Upon the death of an eligible individual who was previously employed in covered units and separated from Special Districts/County Fire service and became a participant of the Trust, the surviving spouse, if any, shall become his/her beneficiary who shall be entitled to the rights and benefits under the plan for the spouse and any dependents of the participant. In the event there is no spouse, or upon the death of the surviving spouse, the beneficiary shall be the participant’s remaining dependents, if any. If there is no surviving spouse or dependents of the participant, the amounts on deposit in the participant’s account shall become the property of the Trust, which shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

**RETIREMENT SYSTEM CONTRIBUTIONS**

**Section 1: Eligibility**

Under the provisions of the County Employee’s Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of 40 hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age 60 or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County’s PST Deferred Compensation Retirement Plan. Said employees shall contribute seven and one-half percent (7.5%) of the employee’s bi-weekly gross earnings. The employee’s contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee’s earnings. Employees shall automatically be enrolled in the Plan upon notification from SBCERA that the employee has opted out of SBCERA membership

**Section 2: Employee Contributions**

Any employee Retirement System contribution obligations shall be paid by the employee.

If hired prior to January 1, 2013, the employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee’s retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1.00); and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions.

For employees hired on or after January 1, 2013, all contributions will be designated as employee contributions to comply with the California Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.). Upon separation without retirement, the employee may withdraw this contribution from the Retirement Association.

Any employee retirement system contribution obligations shall be "picked up" for tax purposes only pursuant to this Section. The Auditor-Controller/Treasurer/Tax Collector shall implement the pickup of such retirement system contributions under Internal Revenue Code Section 414(H)(2).

### **Section 3: Special Provisions**

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

### **Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)**

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

## **RETURN-TO-WORK COMPENSATION**

### **Section 1: Purpose**

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation covered by this Section: on-call; standby; and callback. Assignment and approval of return to work compensation shall be made by the Appointing Authority or designee based upon the needs of the service.

### **Section 2: On-Call Compensation**

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Appointing Authority or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work or for break and lunch periods during regular working hours.

**Section 3: Standby Compensation**

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee’s home and the work site. Employees can also be given a designated time to report by the Appointing Authority or designee.
- (c) For employees in Supervisory Classifications, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in Supervisory Classifications standby duty shall not count as hours worked.
- (d) For employees in all classifications (except Supervisory), standby pay shall be compensated at minimum wage as provided in the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$15.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$15.00 (base salary rate) <sup>1</sup>	=	\$600.00
20 hours x \$8.00 (minimum wage*)	=	<u>\$160.00</u>
		\$760.00

\$760.00 divided by 60 hours worked (regular rate of pay)<sup>2</sup> =12.67

Pay for this week would be:

40 hours regular pay=	\$600.00
20 hours standby x 8.00 per hours =	\$160.00
20 hours overtime (12.67 x 5) =	<u>\$126.70</u>

Total \$600.00 plus \$160.00 plus \$126.70 = \$886.70

<sup>1</sup>Base salary rate is defined in Salary Adjustment.

<sup>2</sup>Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

\*This is an example only and may not contain the current State minimum wage.

- (e) The employee shall not receive standby compensation once the employee begins work, or for break and lunch periods during regular working hours.

**Section 4: Call-Back Compensation**

- (a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Appointing Authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- (b) Call-back compensation shall be paid in the following manner: The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the section on “Overtime.”

- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be cumulative and shall be considered as time actually worked for the purposes of the section on "Overtime."

## **SALARY ADJUSTMENT**

### **Across the Board Wage Increase**

- a. 1.00% - Effective January 9, 2016 the District shall provide all classifications with a one percent (1.00%) across the board salary increase.
- b. 1.00% - Effective July 23, 2016 the District shall provide all classifications with a one percent (1.00%) across the board salary increase.
- c. 2.00% - Effective July 22, 2017 the District shall provide all classifications with a two percent (2.00%) across the board salary increase.
- d. 3.00% - Effective July 21, 2018 the District shall provide all classifications with a three percent (3.00%) across the board salary increase.

For the purposes of this Compensation Plan, base salary rate shall mean the salary range assigned to a specific classification as provided in Appendix B.

### **Section 3: Public Service Employees**

Positions in the class of Public Service Employee (PSE) are assigned to entry-level duties in a variety of fields and occupations. Positions may only be allocated as extra help or recurrent and, as such, are in the unclassified service. Per the Labor Code, public service employment (extra-help or recurrent), having no specified term, may be terminated at the will of the Appointing Authority or designee or the public service employee upon notice to the either party.

Public Service Employees shall be compensated on an hourly basis only for hours actually worked unless otherwise required by law, shall not receive benefits, and shall not obtain regular status without engaging in a competitive recruitment process or as otherwise specified in the Special Districts/County Fire Personnel Rules. The PSE range is established with a starting step at the State minimum wage per hour and step steps progressing at \$0.25 per hour. Increases to salary ranges for this Unit do not apply to Public Service Employees unless specified in this Section.

Public Service Employees may be hired at any step within the pay range as determined by the Appointing Authority commensurate with their education and/or training and duties to be performed. Notwithstanding any other provision in this Plan, step advances are at the discretion of the Appointing Authority after completion of not less than 1,040 hours or 2,080 whichever is applicable.

## **SALARY RATES AND STEP ADVANCEMENTS**

### **a. Step Advancements**

New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this Compensation Plan. Variable entrance steps may be established if justified by recruitment needs through step 7 with the approval of the appointing authority and through the top step of the salary range with the approval of the Appointing Authority and the County's Human Resources Director.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and Appointing Authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Section, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Step advancements within a base salary range shall be based upon a one step increment for all employees. The employee shall be eligible for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.

Example:

Hire Step	1	7
After 1040 hours*	2	8
After additional 2080 hours*	3	9
After additional 2080 hours*	4	10
After additional 2080 hours*	5	11
After additional 2080 hours*	6	12
After additional 2080 hours*	7	13
After additional 2080 hours*	8	14
After each additional 2080 hours until the top of the range is reached*	9	N/A

\*Assumes satisfactory work performance and Appointing Authority recommendation.

The County’s Human Resources Director may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The County’s Human Resources Director may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

**b. Longevity**

Effective December 10, 2016, employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County/District. Longevity pay shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2.0%

For purposes of longevity pay only, a year of completed County service is defined as 2,080 service hours with the County/District.

**SALARY SAVINGS PLAN CONTRIBUTION**

Employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The biweekly contribution of employees who contribute to the Special Districts/County Fire’s Section 457 (b) Deferred Compensation Plan will be matched by a Special Districts/County Fire contribution on the basis of one-half times (½x) the employee’s contribution up to one-half percent (½%) of the employee’s biweekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a Special Districts/County Fire contribution of \$5.00 per pay period, provided that the \$5.00 does not exceed one-half percent (½%) of the employee’s biweekly base salary. Special Districts/County Fire contributions to the Plan shall not be considered earnable compensation

**SECTION 125 PREMIUM CONVERSION PLAN**

Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

Medical and dental coverage elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.

Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan Year.

Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Section 125 Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

**STANDARD TOUR OF DUTY**

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began.

The Appointing Authority, or designee, shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of Special Districts/County Fire. When the Appointing Authority or designee finds it necessary to make such modifications or changes, they shall notify the affected employee(s) indicating the proposed change prior to its implementation.

**STATE DISABILITY INSURANCE**

Special Districts/County Fire agrees to pay the premium for State Disability Insurance for each clerical employees assigned to Crestline Sanitation and to County Fire's Hazardous Materials Division in regular positions budgeted for forty-one (41) or more hours per pay period.

All other non-represented employees shall pay the premium for State Disability Insurance through payroll deductions.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees.

**TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES**

Prior to the assignment of a probationary employee to a vacant higher level position, such probationary employee shall be notified in writing as to whether service hours to be worked in the higher level position will count towards completion of the probationary period in the (lower level) position in which the employee has not yet obtained regular status.

Employees directed to continuously perform the duties of a vacant higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the County's Human Resources Director and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

Assignment Criteria:

- (a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The Appointing Authority certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action.
- (b) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

Compensation:

- (a) Compensation shall be awarded in pay period increments.
- (b) Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.
- (c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The County's Human Resources Director will determine the amount in increments of one-half percent ( $\frac{1}{2}\%$ ) from a minimum of two and one-half percent ( $2\frac{1}{2}\%$ ) up to a maximum of seven and one-half percent ( $7\frac{1}{2}\%$ ). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the



Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the County's Human Resources Director's written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Requests for Temporary Performance Compensation shall be reviewed by the County's Human Resources Director. Denial of compensation due to assignment (Assignment Criteria) shall not be subject to review, appeal, or the grievance procedure.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles, "Temporary Performance of Higher Level Duties," and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

### **TIME AND LABOR REPORTS**

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor report whenever said report is submitted without the employee's signature. Payroll representatives who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said reports and explain the reasons for the change before the report is submitted to the Auditor-Controller/Treasurer/Tax Collector's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Plan, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

Special Districts/County Fire reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless Special Districts/County Fire for any delays in warrant processing.

### **TOOL ALLOWANCE**

(a) Allowance

County Fire will pay the Vehicle Services Supervisor position a tool allowance to compensate for any costs associated with tool purchase and replacement. This lump sum payment of \$500.00 will be paid for pay period 3 of each calendar year.

(b) Administration

The annual tool allowance shall be paid in a lump sum to employees in regular positions who are in paid status in pay period 3 of each calendar year. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours. Those employees appointed after pay period 3 shall receive a prorated tool allowance payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Granting of this tool allowance shall not affect any other provisions made by the department for tool replacement, repair, or purchase. Employees not in paid status (i.e., not coding paid hours) in pay period 3 shall receive a prorated tool allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26 (or 27 when applicable) shall not receive the annual tool allowance for the calendar year(s) during which he/she was

not in paid status. For example, if an employee is not in paid status from December of 2014 through September 2016, and then returns to paid status in October 2016, the employee shall receive a prorated tool allowance payment for calendar year 2016 upon his return to paid status but shall not receive the calendar year 2015 allowance because the employee was not in paid status for the entire 2015 calendar year. Any employee separating from Special Districts/County Fire employment at the conclusion of a leave of absence shall not receive the tool allowance.

## **TUITION REIMBURSEMENT**

Special Districts/County Fire has established a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as Special Districts/County Fire employees and assist in their career development.

Special Districts/County Fire will each establish a career development, training, and education fund for use by employees in regular positions with at least twelve (12) months of Special Districts/County Fire service as follows:

- Special Districts: \$20,000
- County Fire: \$40,000

These funds shall be available for use on a first-come, first served basis for reimbursement of tuition and community college registration fees, pursuant to the limits stated below, for career development courses or to reimburse membership dues in professional organizations provided such expenditure enhances the furtherance of Special Districts/County Fire.

Eligibility for reimbursement is contingent upon a pre-approved course or seminar completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing the course. Effective upon Board of Supervisor approval of this Compensation Plan and in each fiscal year thereafter, each employee shall be limited to one thousand, six hundred and fifty dollars (\$1,650.00) per fiscal year. Benefits under the Tuition Reimbursement article shall be pro-rated for job share and part-time employees.

## **VISION CARE INSURANCE**

Subject to carrier requirements, Special Districts/County Fire will pay the premiums for vision care insurance for all employees in regular positions who are in a paid status and their eligible dependents, and as required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for County-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

## **VOLUNTARY TIME OFF**

The Voluntary Time Off (VTO) Program is intended to provide Non-Represented employees a means of taking unpaid (i.e., non-compensated) time off work, without losing benefits (e.g. Medical Premium Subsidy, Dental Premium Subsidies, Opt-out/Waive amounts, vision care, RMT contribution, and life insurance) which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental Premium Subsidy, Opt-Out/ Waive amount, Special Districts/County Fire-paid life insurance, and Special Districts/County Fire-paid vision care.
- (c) VTO does not count as hours worked for purposes of computing overtime. Special Districts/County Fire contributions to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used and the employer contribution would be based on the employees' normal compensation earnable.

Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used and the employer contribution would be based on the employees' actual earnings for that pay period.

- (d) VTO may not be used for situations that would otherwise require leave without pay, such as an employee on state disability insurance, or in conjunction with leave without pay
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (f) VTO may be taken by request of the employee and upon approval of the appointing authority.

**APPENDIX A**  
**Special Districts/County Fire**  
**Non-Represented Salary Range Listing**

**General Non-Represented (FLSA Covered)**

<b>Classification</b>	<b>Range</b>
Accounting Technician	23
Accounts Representative	16
Administrative Secretary I	18
Administrative Secretary II	21
Ambulance Operator - EMT (24-hour shift)	E1
Ambulance Operator - Paramedic (24-hour shift)	P1
Ambulance Operator - EMT (12-hour shift)	E2
Ambulance Operator - Paramedic (12-hour shift)	P2
Animal Keeper I	14
Application Specialist	36
Assessment Technician	32
Automated Systems Analyst I	36
Automated Systems Analyst II	43
Automated Systems Technician	26
Building Construction Engineer 2	46
Business Systems Analyst	40
Business System Analyst 2	46
Business System Analyst 3	51
Buyer	29
Collection Officer	25
Collection Officer Trainee	21
Communications Engineering Technician	30
Communications Technician	36
Computerized Mapping Analyst	29
Computerized Mapping Technician	24
Construction Inspector	37
District Coordinator	31
District Planner	46
Engineering Technician 3	30
Environmental Technician 1	09
Environmental Technician 2	25

<b>Classification</b>	<b>Range</b>
Environmental Technician 3	28
Equipment Operator 2	25
Fiscal Assistant	15
Fiscal Specialist	18
Front Counter Technician	27
GIMS Coordinator	40
Household Hazardous Waste Event Coordinator	20
Human Resources Assistant	18
Information Systems Analyst 1	40T
Information Systems Analyst 2	46
Information Systems Analyst 3	53
Lead Animal Keeper	23
Media Specialist	34
Office Assistant I	06T
Office Assistant II	12
Office Assistant III	15
Office Specialist	20
Park Maint Worker 1	15
Park Maint Worker 2	18
Park Maint Worker 3	22
Payroll Specialist	16
Programmer Analyst I	40T
Programmer Analyst 2	46
Programmer Analyst 3	53
Public Information Officer	46
Recreation Assistant	03
Recreation Coordinator	08
Recreation Program Coordinator	18
Registered Veterinary Technician	22
Regulatory Compliance Specialist	36
Senior Collections Officer	31
Staff Analyst Trainee	26
Staff Analyst I	33
Staff Analyst II	39
Storekeeper	08
TV Services Assistant	05

**Supervisory Non-Represented (FLSA Exempt)**

<b>Classification</b>	<b>Range</b>
Administrative Supervisor I	43
Assistant Emergency Communications Supervisor	38
Building Construction Engineer 3	51
District Emergency Services Supervisor	31
District Services Coordinator	26
Emergency Communications Supervisor	42
EMS Training Supervisor	51
MIS Supervisor	56
Park Maintenance Superintendent	35
Personnel Services Supervisor	28
Recreation Superintendent	35
Service Center Supervisor	27
Supervising Emergency Services Officer	41
Supervising Fiscal Specialist	26
Supervising Hazardous Materials Specialist	48
Supervising Hazardous Materials Specialist, HM Response	48
Supervising Office Assistant 1	21
Supervising Office Specialist	27
Vehicle Services Supervisor	45
Water & Sanitation Supervisor	42
Zoo Curator	39