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ORDINANCE NO. 4433

An ordinance of San Bernardino County, State of California, to amend Sections 13.0613, 13.0614, 13.0617c, 13.0617f, 13.0628, 13.0629 and 13.0660 of the San Bernardino County Code relating to compensation and working terms and conditions for the Exempt Group, Elected Officials, Student Interns, Student Nurses, Extra-Help Employment, Recurrent Employment and Public Service Employees

The Board of Supervisors of the County of San Bernardino, State of California, ordains as follows:

SECTION 1. Section 13.0613 of the San Bernardino County Code is amended, to read:

13.0613 Salaries and Working Conditions of the Exempt Group.

(a) Exempt Group. The Exempt Group consists of employees who formulate and administer significant executive policy, employee relations responsibilities, and/or County confidential proprietary information. Positions are placed in the Exempt Group only by specific approval of the Board of Supervisors.

(b) Definitions. The following definitions apply to the terms used in Section 13.0613 unless another definition is specified.

(1) APPOINTING AUTHORITY refers to the department head of the employee’s department as specified in Section 10 of Article II of the County Charter and County Code section 12.2400. 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.

(2) BASE RATE OF PAY or BASE HOURLY RATE means the employee’s base hourly wage, excluding differentials and other pay above the base hourly wage.

1 (3) BASE BIWEEKLY SALARY or BIWEEKLY BASE SALARY means
2 an employee's base hourly rate, excluding any differentials or other pay above the base
3 hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay
4 period. Base hours paid does not include time without pay or disability payments such
5 as short-term disability or workers' compensation.

6 (4) CALENDAR YEAR refers to pay period 1 through 26, or 27 when
7 applicable, of the same year.

8 (5) COUNTY SERVICE or CONTINUOUS SERVICE refers to the total
9 length of service from an employee's most recent beginning (hire) date in a regular
10 position with no separation from County employment.

11 (6) COUNTY-WIDE ELECTED OFFICIAL refers to a County officer
12 who is elected to a County-wide office pursuant to the law. County-wide elected
13 officials consist of the Assessor/Recorder; Auditor-Controller/Treasurer/Tax Collector;
14 Sheriff/Coroner/Public Administrator; and the District Attorney.

15 (7) DATE OF HIRE or HIRE DATE refers to the effective date of the
16 most recent date of hire in a regular position.

17 (8) DIRECTOR OF HUMAN RESOURCES refers to the incumbent in
18 the Director of Human Resources position. It also includes any person who has been
19 designated as acting Director of Human Resources, employees acting for the Director
20 during the absence of the Director of Human Resources, and/or employees delegated
21 authority approval on a regular basis by the Director of Human Resources.

22 (9) FISCAL YEAR ordinarily refers to pay period 15 of one year
23 through pay period 14 of the following year.

24 (10) PAID HOURS means hours actually worked or the use of accrued
25 leave time such as vacation, sick, holiday, or compensatory time. It does not include
26 unpaid hours or disability payments (excluding Labor Code section 4850 time) such as
27 short-term disability or workers' compensation.

28 (11) PAID STATUS refers to any pay period in which an employee

1 codes paid hours.

2 (12) REGULAR POSITION refers to a position authorized by the Board
3 of Supervisors that may be budgeted at either a full-time or part-time level, and that may
4 be in either the classified or unclassified service. It does not include recurrent, extra-
5 help, ordinance, contract and other contingent positions.

6 (13) REGULAR STATUS refers to the completion of a required
7 probationary and/or trainee period in a regular classified position in the employee's
8 current or prior position, as applicable.

9 (14) SERVICE HOURS refers to paid hours from an employee's most
10 recent date of hire in a regular position and during an employee's regular tour of duty,
11 up to 80 hours per pay period. Time without pay, disability payments (excluding Labor
12 Code section 4850 time), medical emergency leave and overtime hours do not count as
13 service hours.

14 (c) Salary Schedules, Wage Increases, Classifications, and Salary Rates, and
15 Step Advancements.

16 (1) Salary Schedules. The salary schedules for Exempt Group and all
17 non-represented employees are as on file with the Clerk of the Board of Supervisors.

18 (2) Wage Increases. The following wage increases shall be included in
19 the salary schedules for Exempt Group employees and all non-represented employees,
20 as are on file with the Clerk of the Board of Supervisors:

21 Effective July 31, 2021, the County shall provide all classifications in the
22 Exempt Group with a three percent across the board salary increase, subject to the
23 following:

24 If assessed values are less than a two percent increase in the 2019/2020
25 fiscal year from the 2018/2019 fiscal year and/or if the state or federal governments
26 change funding allocations or reduce funding for the In-Home Support Services
27 program (e.g., the Maintenance of Effort inflation factor is increased above four percent,
28 etc.) then the County may, upon approval of the Board of Supervisors, defer this three

1 percent increase no later than January 1, 2022.

2 Effective July 30, 2022, the County shall provide all classifications in the
3 Exempt Group with a four percent across the board salary increase, subject to the
4 following:

5 If assessed values are less than a two percent increase in the 2020/2021
6 fiscal year from the 2019/2020 fiscal year and/or if the state or federal governments
7 change funding allocations or reduce funding for the In-Home Support Services
8 program (e.g., the Maintenance of Effort inflation factor is increased above four percent,
9 etc.) then the County may, upon approval of the Board of Supervisors, defer this four
10 percent increase no later than January 1, 2023.

11 Effective February 25, 2023, the County shall provide all classifications in
12 the Exempt Group with a three percent across the board salary increase, subject to the
13 following:

14 If the County's Discretionary "Property Related Revenue", as defined in
15 the "Discretionary General Funding and Restricted Funds" section of the County's
16 Budget Book, are less than a two percent increase in 2021-22 compared to 2020-21
17 and/or if statewide Proposition 172 Sales Tax Collections from Fiscal Year 2021-22,
18 representing collections from September 2021 through August 2022, are less than a
19 one percent increase, then the County may, upon approval of the Board of Supervisors,
20 defer this three percent increase until August 26, 2023.

21 Effective February 24, 2024, the County shall provide all classifications in
22 the Exempt Group with a three percent across the board salary increase, subject to the
23 following:

24 If the County's Discretionary "Property Related Revenue", as defined in
25 the "Discretionary General Funding and Restricted Funds" section of the County's
26 Budget Book, are less than a two percent increase in 2022-23 compared to 2021-22
27 and/or if statewide Proposition 172 Sales Tax Collections from Fiscal Year 2022-23,
28 representing collections from September 2022 through August 2023, are less than a

one percent increase, then the County may, upon approval of the Board of Supervisors, defer this three percent increase until August 24, 2024.

Effective February 22, 2025, the County shall provide all classifications in the Exempt Group with a three percent across the board salary increase, subject to the following:

If the County’s Discretionary “Property Related Revenue”, as defined in the “Discretionary General Funding and Restricted Funds” section of the County’s Budget Book, are less than a two percent increase in 2023-24 compared to 2022-23 and/or if statewide Proposition 172 Sales Tax Collections from Fiscal Year 2023-24, representing collections from September 2023 through August 2024, are less than a one percent increase, then the County may, upon approval of the Board of Supervisors, defer this three percent increase until August 23, 2025.

(3) List of Exempt Group Classifications.

(A) Exempt—Executive County Administrators.

(I) Table 1. This table applies to employees hired into positions in the listed classifications before July 9, 2016.

| EXECUTIVE COUNTY ADMINISTRATORS | | | | | |
|---------------------------------|---------------------------|---------------|---------------------------------|---------------------------------|---------------------------------|
| Job Code | Classifications | Benefit Group | Annual Salary Effective 6/19/21 | Annual Salary Effective 7/31/21 | Annual Salary Effective 7/30/22 |
| 03487 | County Clerk | N/A | \$11,548 | \$11,894 | \$12,251 |
| 04237 | Director of Airports | B | \$167,841 | \$172,876 | \$178,062 |
| 04260 | Director of County Museum | B | \$159,367 | \$164,148 | \$169,072 |

(II) Table 2. This table applies to employees hired into positions in the listed classifications on or after July 9, 2016.

| EXECUTIVE COUNTY ADMINISTRATORS | | | | | |
|---------------------------------|----------------------------------|---------------|--------------------------------|--------------------------------|--------------------------------|
| Job Code | Classifications | Benefit Group | Salary Grade Effective 6/19/21 | Salary Grade Effective 7/31/21 | Salary Grade Effective 7/30/22 |
| 01115 | Agricultural Commissioner/Sealer | B | 85B | 85B | 85B |
| 03489 | Assistant Executive Officer | B | 101B | 101B | 101B |
| 10030 | Assistant Executive Officer - | B | 101B | 101B | 101B |

| | | | | | | |
|----|-------|--|-----|------|------|------|
| 1 | | Human Services | | | | |
| 2 | 13111 | Behavioral Health Medical Director | C | 119C | 119C | 119C |
| 3 | 03485 | Chief Executive Officer | B | 116B | 116B | 116B |
| 4 | 01246 | Chief Information Officer | B | 97B | 97B | 97B |
| 5 | 03515 | Chief Probation Officer | B | 93B | 93B | 93B |
| 6 | 03310 | Clerk of the Board of Supervisors | B | 84B | 84B | 84B |
| 7 | 03488 | County Chief Financial Officer | B | 97B | 97B | 97B |
| 8 | 03487 | County Clerk ¹ | N/A | N/A | N/A | N/A |
| 9 | 03495 | County Counsel | B | 105B | 105B | 105B |
| 10 | 03500 | County Librarian | B | 84B | 84B | 84B |
| 11 | 04228 | Director of Aging and Adult Services | B | 88B | 88B | 88B |
| 12 | 04237 | Director of Airports | B | 83B | 83B | 83B |
| 13 | 04383 | Director of Arrowhead Regional Medical Center | B | 118B | 118B | 118B |
| 14 | 04300 | Director of Behavioral Health | B | 96B | 96B | 96B |
| 15 | 04255 | Director of Child Support | B | 92B | 92B | 92B |
| 16 | 04260 | Director of County Museum | B | 81B | 81B | 81B |
| 17 | 04273 | Director of Economic Development | B | 83B | 83B | 83B |
| 18 | 04276 | Director of Fleet Management | B | 81B | 81B | 81B |
| 19 | 10004 | Director of Human Resources | B | 96B | 96B | 96B |
| 20 | 04320 | Director of Land Use Services | B | 91B | 91B | 91B |
| 21 | 18200 | Director of Preschool Services | B | 87B | 87B | 87B |
| 22 | 04340 | Director of Public Works | B | 97B | 97B | 97B |
| 23 | 04356 | Director of Purchasing | B | 82B | 82B | 82B |
| 24 | 04365 | Director of Real Estate Services | B | 86B | 86B | 86B |
| 25 | 18143 | Director of Risk Management | B | 82B | 82B | 82B |
| 26 | 04386 | Director of Transitional Assistance | B | 90B | 90B | 90B |
| 27 | 04390 | Director of Veterans' Affairs | B | 81B | 81B | 81B |
| 28 | 04250 | Director, Children and Family Services | B | 94B | 94B | 94B |
| 29 | 04280 | Director, Community Development and Housing | B | 83B | 83B | 83B |
| 30 | 18160 | Director, Regional Parks | B | 83B | 83B | 83B |
| 31 | 04278 | Director, Workforce Development | B | 83B | 83B | 83B |
| 32 | 04272 | Economic Development Administrator | B | 92B | 92B | 92B |
| 33 | 16345 | Public Defender | B | 101B | 101B | 101B |
| 34 | 08048 | Public Health Director | B | 95B | 95B | 95B |
| 35 | 18080 | Registrar of Voters | B | 87B | 87B | 87B |
| 36 | | ¹ Salary for this position is set at \$1, not a salary grade. | | | | |

(B) Exempt—Associate Administrators.

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| ASSOCIATE ADMINISTRATORS | | | | | |
|--------------------------|---|---------------|-------------------------|-------------------------|-------------------------|
| Job Code | Classification | Benefit Group | Grade Effective 7/18/20 | Grade Effective 7/31/21 | Grade Effective 7/30/22 |
| 01061 | Administrative Analyst I | D | 56D | 56D | 56D |
| 01066 | Administrative Analyst II | C | 66C | 66C | 66C |
| 01068 | Administrative Analyst III | C | 73C | 73C | 73C |
| 01060 | Administrative Analyst Trainee | D | 45T_D | 45T_D | 45T_D |
| 01289 | ARC Administrative and Financial Manager | C | 73C | 73C | 73C |
| 01292 | ARC Project Administrator | C | 57C | 57C | 57C |
| 01288 | ARC Public and Legislative Affairs Officer | C | 62C | 62C | 62C |
| 19173 | ARMC Associate Chief Financial Officer | C | 83C | 83C | 83C |
| 19160 | ARMC Chief Financial Officer | B | 100B | 100B | 100B |
| 01621 | ARMC Chief Operating Officer | B | 102B | 102B | 102B |
| 19145 | ARMC Finance and Budget Officer | C | 77C | 77C | 77C |
| 19166 | Chief Medical Officer | C | 114C | 114C | 114C |
| 06047 | Assistant Administrator, Economic Development Agency | B | 85B | 85B | 85B |
| 03098 | Assistant Agricultural Commissioner/Sealer | C | 75C | 75C | 75C |
| 01280 | Assistant Assessor | B | 82B | 82B | 82B |
| 01286 | Assistant Auditor-Controller/Treasurer /Tax Collector | B | 84B | 84B | 84B |
| 01380 | Assistant Chief Information Officer | C | 92C | 92C | 92C |
| 01297 | Assistant Chief Probation Officer | C | 85C | 85C | 85C |
| 12149 | Assistant County Librarian | C | 73C | 73C | 73C |
| 04229 | Assistant Director of Aging and Adult Services | C | 78C | 78C | 78C |
| 04238 | Assistant Director of Airports | C | 73C | 73C | 73C |
| 01373 | Assistant Director of Behavioral Health | C | 86C | 86C | 86C |
| 04254 | Assistant Director of Child Support | C | 85C | 85C | 85C |
| 04257 | Assistant Director of Children and Family Services | C | 85C | 85C | 85C |
| 10019 | Assistant Director of Human Resources | C | 87C | 87C | 87C |
| 04321 | Assistant Director of Land Use Services | C | 84C | 84C | 84C |
| 18219 | Assistant Director of Preschool Services | C | 78C | 78C | 78C |
| 04331 | Assistant Director of Public Health | C | 85C | 85C | 85C |

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|----|-------|---|---|-----------|-----------|-----------|
| 1 | 04342 | Assistant Director of Public Works | C | 92C | 92C | 92C |
| 2 | 04355 | Assistant Director of Purchasing | C | 77C | 77C | 77C |
| 3 | 04393 | Assistant Director of Real Estate Services | C | 81C | 81C | 81C |
| 4 | 18144 | Assistant Director of Risk Management | C | 77C | 77C | 77C |
| 5 | 04391 | Assistant Director of Transitional Assistance | C | 84C | 84C | 84C |
| 6 | 04286 | Assistant Director of Workforce Development | C | 78C | 78C | 78C |
| 7 | 01410 | Assistant District Attorney | B | 97B | 97B | 97B |
| 8 | 01622 | Assistant Hospital Administrator - Ambulatory Services | C | 74C | 74C | 74C |
| 9 | 03114 | Assistant Public Defender | B | 97B | 97B | 97B |
| 10 | 01294 | Assistant Recorder | B | 82B | 82B | 82B |
| | 18079 | Assistant Registrar of Voters | C | 78C | 78C | 78C |
| 11 | 01532 | Assistant Sheriff | C | 93C - SAF | 93C - SAF | 93C - SAF |
| 12 | 19172 | Associate Chief Nursing Officer | C | 86C | 86C | 86C |
| 13 | 01625 | Associate Hospital Administrator Professional Services | C | 86C | 86C | 86C |
| 14 | 01599 | ATC Project Administrator | C | 57C | 57C | 57C |
| 15 | 01666 | Auditor-Controller/Treasurer/Tax Collector Division Chief | C | 76C | 76C | 76C |
| 16 | 01668 | Auditor-Controller/Treasurer/Tax Collector Manager | C | 71C | 71C | 71C |
| 17 | 01067 | Board of Supervisor's Administrative Analyst | B | 73B | 73B | 73B |
| 18 | 10000 | BOS Chief of Staff | B | 84B | 84B | 84B |
| 19 | 02027 | Building Official | C | 82C | 82C | 82C |
| | 19957 | Business Solutions Division Chief | C | 82C | 82C | 82C |
| 20 | 01076 | Chief Administrative Analyst | C | 80C | 80C | 80C |
| 21 | 03070 | Chief Appraiser | C | 76C | 76C | 76C |
| | 01340 | Chief Assistant County Counsel | B | 98B | 98B | 98B |
| 22 | 03107 | Chief Assistant District Attorney | B | 100B | 100B | 100B |
| 23 | 03512 | Chief Communications Officer | B | 89B | 89B | 89B |
| 24 | 04302 | Chief Compliance Officer - Behavioral Health | C | 76C | 76C | 76C |
| 25 | 03099 | Chief Deputy Clerk of Board of Supervisors | C | 73C | 73C | 73C |
| 26 | 01264 | Chief Deputy County Museum | C | 65C | 65C | 65C |
| 27 | 19522 | Chief Deputy Director of Sheriff's Administration | C | 91C | 91C | 91C |
| | 03105 | Chief Deputy District Attorney | C | 94C | 94C | 94C |
| 28 | 03115 | Chief Deputy Public Defender | C | 94C | 94C | 94C |

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|----|-------|---|---|-------|-------|-------|
| 1 | 03116 | Chief Deputy Recorder | C | 76C | 76C | 76C |
| 2 | 03120 | Chief Deputy Registrar of Voters | C | 65C | 65C | 65C |
| 3 | 03021 | Chief Deputy Treasurer | C | 80C | 80C | 80C |
| 4 | 15025 | Chief Information Security Officer | C | 92C | 92C | 92C |
| 5 | 03111 | Chief Learning Officer | C | 78C | 78C | 78C |
| 6 | 19165 | Chief Medical Information Officer | C | 107C | 107C | 107C |
| 7 | 19164 | Chief Nursing Officer | C | 93C | 93C | 93C |
| 8 | 16382 | Chief of Animal Care and Control | C | 80C | 80C | 80C |
| 9 | 03175 | Chief of Assessment Services | C | 76C | 76C | 76C |
| 10 | 03083 | Chief of Clinical Operations | C | 73C | 73C | 73C |
| 11 | 03499 | Chief of County Counsel's Administration | C | 70C | 70C | 70C |
| 12 | 03106 | Chief of District Attorney's Administration | C | 73C | 73C | 73C |
| 13 | 10002 | Chief of Environmental Health Services | C | 80C | 80C | 80C |
| 14 | 13138 | Chief of Homeless Services | B | 77B | 77B | 77B |
| 15 | 03195 | Chief of Public Defender's Administration | C | 70C | 70C | 70C |
| 16 | 03221 | Chief Public Works Engineer | C | 88C | 88C | 88C |
| 17 | 03078 | Child Support Chief Attorney | C | 91C | 91C | 91C |
| 18 | 03278 | Children's Network Officer | C | 69C | 69C | 69C |
| 19 | 10025 | Code Enforcement Chief | C | 82C | 82C | 82C |
| 20 | 03388 | Communications Officer | C | 66C | 66C | 66C |
| 21 | 12151 | Community Services Finance and Operations Chief | C | 73C | 73C | 73C |
| 22 | 03503 | County Chief Operating Officer | B | 102B | 102B | 102B |
| 23 | 01062 | County Compliance, Ethics and Privacy Officer | C | 76C | 76C | 76C |
| 24 | 03496 | County Counsel Research Attorney I | C | 62T_C | 62T_C | 62T_C |
| 25 | 03497 | County Counsel Research Attorney II | C | 71C | 71C | 71C |
| 26 | 01078 | County HIPAA Security Officer/Assistant Privacy Officer | C | 72C | 72C | 72C |
| 27 | 03504 | County Labor Relations Chief | B | 90B | 90B | 90B |
| 28 | 19863 | County Surveyor | C | 82C | 82C | 82C |
| | 03150 | Departmental IS Administrator | C | 80C | 80C | 80C |
| | 19961 | Deputy Chief of Business Solutions Development | C | 77C | 77C | 77C |
| | 16401 | Deputy Chief of Community Health Services | C | 76C | 76C | 76C |
| | 16275 | Deputy Chief Probation Officer | C | 81C | 81C | 81C |
| | 04085 | Deputy County Counsel I | C | 62T_C | 62T_C | 62T_C |

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|----|-------|---|---|-----------|-----------|-----------|
| 1 | 04095 | Deputy County Counsel II | C | 71T_C | 71T_C | 71T_C |
| 2 | 04100 | Deputy County Counsel III | C | 78T_C | 78T_C | 78T_C |
| 3 | 04105 | Deputy County Counsel IV | C | 84C_C | 84C_C | 84C_C |
| 3 | 04107 | Deputy County Counsel V | C | 87C_C | 87C_C | 87C_C |
| 4 | 13124 | Deputy Director Behavioral Health Administrative Services | C | 83C | 83C | 83C |
| 5 | 03153 | Deputy Director of Behavioral Health Program Services | C | 83C | 83C | 83C |
| 6 | 12121 | Deputy Director of Governmental & Legislative Affairs | B | 73B | 73B | 73B |
| 7 | 18182 | Deputy Director of Regional Parks | C | 77C | 77C | 77C |
| 8 | 04287 | Deputy Director of RES Facilities Management | C | 74C | 74C | 74C |
| 9 | 04394 | Deputy Director of RES Leasing & Acquisition | C | 76C | 76C | 76C |
| 10 | 01074 | Deputy Director of RES Project Management | C | 77C | 77C | 77C |
| 11 | 18146 | Deputy Director of Risk Management | C | 71C | 71C | 71C |
| 12 | 04124 | Deputy Director, Administrative Services | C | 75C | 75C | 75C |
| 13 | 04299 | Deputy Director, Behavioral Health Quality Management | C | 83C | 83C | 83C |
| 14 | 04256 | Deputy Director, Child Support | C | 74C | 74C | 74C |
| 15 | 18162 | Deputy Director, Children and Family Services | C | 74C | 74C | 74C |
| 16 | 04119 | Deputy Director, Community Development and Housing | C | 74C | 74C | 74C |
| 17 | 04118 | Deputy Director, Department of Aging and Adult Services | C | 74C | 74C | 74C |
| 18 | 04282 | Deputy Director, Economic Development | C | 74C | 74C | 74C |
| 19 | 18201 | Deputy Director, Preschool Services | C | 74C | 74C | 74C |
| 20 | 18167 | Deputy Director, Program Development | C | 74C | 74C | 74C |
| 21 | 04288 | Deputy Director, Public Works | C | 88C | 88C | 88C |
| 22 | 01331 | Deputy Director, Sheriff's Coroner Division | C | 75C - SAF | 75C - SAF | 75C - SAF |
| 23 | 18163 | Deputy Director, Transitional Assistance | C | 74C | 74C | 74C |
| 24 | 04275 | Deputy Director, Workforce Development | C | 74C | 74C | 74C |
| 25 | 04060 | Deputy Executive Officer | B | 89B | 89B | 89B |
| 26 | 16411 | Deputy Public Information Officer | C | 66C | 66C | 66C |

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| 1 | 03493 | Director of Governmental & Legislative Affairs | B | 83B | 83B | 83B |
| 2 | 16278 | Director of Probation Administration | C | 80C | 80C | 80C |
| 3 | 19162 | Director of Public Relations and Marketing | C | 68C | 68C | 68C |
| 4 | 04402 | District Attorney Assistant Chief Investigator | C | 83C - SAF | 83C -SAF | 83C - SAF |
| 5 | 04395 | District Attorney Chief Investigator | C | 89C - SAF | 89C - SAF | 89C - SAF |
| 6 | 04406 | District Attorney, Public Affairs Officer | C | 73C | 73C | 73C |
| 7 | 06041 | Economic Development Manager | C | 69C | 69C | 69C |
| 8 | 16111 | EMACS Manager | C | 71C | 71C | 71C |
| 9 | 05145 | Emergency Medical Services Assistant Administrator | C | 70C | 70C | 70C |
| 10 | 01615 | EPIC Systems Administrator | C | 80C | 80C | 80C |
| 11 | 06035 | Field Representative | B | 63B | 63B | 63B |
| 12 | 03506 | Finance and Administration Projects Coordinator | D | 58D | 58D | 58D |
| 13 | 03502 | Government Relations Analyst | C | 66C | 66C | 66C |
| 14 | 08040 | Health Officer | C | 101C | 101C | 101C |
| 15 | 08050 | Healthcare Program Administrator | D | 70D | 70D | 70D |
| 16 | 06062 | Housing Agency Finance Officer | C | 66C | 66C | 66C |
| 17 | 05108 | HS Administrative Manager | D | 60D | 60D | 60D |
| 18 | 04414 | HS Auditing Chief | C | 75C | 75C | 75C |
| 19 | 05101 | HS Program Integrity Division Chief | C | 74C | 74C | 74C |
| 20 | 16119 | Human Resources Administrative Manager | C | 73C | 73C | 73C |
| 21 | 16095 | Human Resources Analyst I | D | 60D | 60D | 60D |
| 22 | 16098 | Human Resources Analyst II | D | 68D | 68D | 68D |
| 23 | 16100 | Human Resources Analyst III | C | 71C | 71C | 71C |
| 24 | 16094 | Human Resources Analyst Trainee | D | 47T_D | 47T_D | 47T_D |
| 25 | 10027 | Human Resources Deputy Director | C | 84C | 84C | 84C |
| 26 | 16110 | Human Resources Division Chief | C | 80C | 80C | 80C |
| 27 | 16115 | Human Resources Business Partner I | D | 65T_D | 65T_D | 65T_D |
| 28 | 16116 | Human Resources Business Partner II | C | 72C | 72C | 72C |
| | 16101 | Human Resources Investigator | D | 68D | 68D | 68D |
| | 16109 | Human Resources Manager | C | 75C | 75C | 75C |
| | 03023 | Indigent Defense Analyst | D | 56D | 56D | 56D |

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|----|-------|---|---|-----------|-----------|-----------|
| 1 | 15024 | IT Chief Finance Officer | C | 80C | 80C | 80C |
| 2 | 01302 | IT Deputy Chief | C | 77C | 77C | 77C |
| | 15022 | IT Division Chief | C | 82C | 82C | 82C |
| 3 | 15023 | IT Finance Officer | C | 71C | 71C | 71C |
| 4 | 15020 | Information Services Security Officer | C | 78C | 78C | 78C |
| 5 | 01667 | Investment Officer | C | 73C | 73C | 73C |
| 6 | 05092 | Labor Negotiator | C | 80C | 80C | 80C |
| | 03511 | Labor Relations Analyst | D | 60D | 60D | 60D |
| 7 | 12102 | Legislative Analyst | C | 66C | 66C | 66C |
| 8 | 03176 | Network Services Division Chief | C | 82C | 82C | 82C |
| | 01250 | Planning Director | C | 82C | 82C | 82C |
| 9 | 09999 | Principal Administrative Analyst | C | 77C | 77C | 77C |
| 10 | 16220 | Principal Appraiser | C | 69C | 69C | 69C |
| 11 | 03100 | Principal Assistant County Counsel | B | 92B | 92B | 92B |
| 12 | 10024 | Principal Management Analyst | B | 84B | 84B | 84B |
| 13 | 19856 | Probation Health Services Manager | C | 81C | 81C | 81C |
| 14 | 16360 | Public Health Chief Financial Officer | C | 80C | 80C | 80C |
| 15 | 16358 | Public Health Division Chief | C | 80C | 80C | 80C |
| | 16385 | Public Health Medical Director | C | 97C | 97C | 97C |
| 16 | 16410 | Public Information Officer | B | 83B | 83B | 83B |
| 17 | 04341 | Public Works Chief Financial Officer | C | 80C | 80C | 80C |
| 18 | 16389 | Quality and Compliance Officer | C | 75C | 75C | 75C |
| 19 | 18031 | Real Estate Services Manager | C | 67C | 67C | 67C |
| | 18141 | Risk Assessment Officer | C | 70C | 70C | 70C |
| 20 | 01600 | SAP Chief | C | 80C | 80C | 80C |
| 21 | 16102 | Senior Human Resources Investigator | C | 72C | 72C | 72C |
| 22 | 03509 | Senior Labor Relations Analyst | C | 72C | 72C | 72C |
| | 03510 | Senior Labor Relations Officer | C | 75C | 75C | 75C |
| 23 | 04207 | Sheriff's Deputy Director of Administrative Services | C | 84C | 84C | 84C |
| 24 | 19521 | Sheriff's Administrative Manager | C | 73C | 73C | 73C |
| 25 | 19465 | Sheriff's Captain | C | 83C - SAF | 83C - SAF | 83C - SAF |
| | 19460 | Sheriff's Deputy Chief | C | 88C - SAF | 88C - SAF | 88C - SAF |
| 26 | 19518 | Sheriff's Executive Officer of Corrections and Support Services | C | 88C | 88C | 88C |
| 27 | 19520 | Sheriff's Financial Manager | C | 73C | 73C | 73C |
| 28 | 19507 | Sheriff's Health Services | C | 84C | 84C | 84C |

| | | | | | | |
|---|-------|--|---|-----------|-----------|-----------|
| 1 | | Administrator | | | | |
| 2 | 04123 | Special Assistant Deputy District Attorney | C | 88C | 88C | 88C |
| 3 | 04126 | Special Assistant to the District Attorney | B | 97B | 97B | 97B |
| 4 | 03505 | Strategic Initiatives Chief | C | 80C | 80C | 80C |
| 5 | 19196 | Strategy and Business Development Officer | C | 77C | 77C | 77C |
| 6 | 19822 | Supervising Deputy County Counsel | C | 90C | 90C | 90C |
| 7 | 16120 | Supervising Human Resources Business Partner | C | 75C | 75C | 75C |
| 8 | 21005 | Undersheriff | B | 98B - SAF | 98B - SAF | 98B - SAF |
| 9 | 17351 | Victim Services Chief | C | 71C | 71C | 71C |

10 (C) Exempt—Executive Assistants.

| EXECUTIVE ASSISTANTS | | | | | | |
|----------------------|--|---------------|-------------------------|-------------------------|-------------------------|--|
| Job Code | Classification | Benefit Group | Grade Effective 6/19/21 | Grade Effective 7/31/21 | Grade Effective 7/30/22 | |
| 01059 | Administrative Aide (K) | C | 57C | 57C | 57C | |
| 03101 | Administrative Aide to the County Counsel | C | 57C | 57C | 57C | |
| 01598 | Auditor-Controller/Treasurer/Tax Collector Executive Assistant | C | 57C | 57C | 57C | |
| 05281 | CEO Executive Assistant - Unclassified | C | 60C | 60C | 60C | |
| 16019 | County Counsel Law Clerk | C | 58C | 58C | 58C | |
| 19046 | County Counsel Lead Secretary | D | 48D | 48D | 48D | |
| 03498 | County Counsel Paralegal | D | 50D | 50D | 50D | |
| 03507 | County Counsel Senior Paralegal | D | 54D | 54D | 54D | |
| 05320 | Executive Assistant | D | 57D | 57D | 57D | |
| 05300 | Executive Secretary I | D | 40D | 40D | 40D | |
| 05305 | Executive Secretary II | D | 45D | 45D | 45D | |
| 05306 | Executive Secretary II - Unclassified | C | 45C | 45C | 45C | |
| 05311 | Executive Secretary III - Classified | D | 50D | 50D | 50D | |
| 05312 | Executive Secretary III - Unclassified | C | 50C | 50C | 50C | |
| 05256 | Executive Secretary, Board of Supervisors | C | 52C | 52C | 52C | |
| 03280 | Secretary, Civil Service Commission | D | 45D | 45D | 45D | |
| 19540 | Sheriff's Special Assistant | C | 57C | 57C | 57C | |

1 (D) Notwithstanding the salary as established by this chapter,
2 the Board of Supervisors may establish salary, benefits, and other terms and conditions
3 of employment by contract for the classifications listed in this section.

4 (4) Salary Rates and Step Advancements.

5 (A) Eligibility for Step Advancement. Employees shall be hired
6 at Step 1 of the established base salary range, except as otherwise provided in this
7 subdivision. Variable entrance steps may be established if justified by recruitment
8 needs through Step 7 with the approval of the appointing authority and through the top
9 step with the approval of the Director of Human Resources.

10 Within the base salary range, all step advancements will be made
11 at the beginning of the pay period in which the employee completes the required
12 number of service hours. However, when an employee reaches the required number of
13 service hours with 80 hours in each pay period, the step advancement will be made at
14 the beginning of the next pay period. Approval for advancement shall be based upon
15 completion of the required length of service hours in the classification, satisfactory work
16 performance, and appointing authority recommendation.

17 Completed service hours shall be defined as regularly scheduled
18 hours in a paid status, up to 80 hours per pay period. Overtime hours, disability
19 payments, medical emergency leave, and time without pay shall not count toward step
20 advancements. Unless otherwise approved by the Board of Supervisors, step
21 advancements within a base salary range shall be based upon a one-step increment,
22 approximately two and one-half percent. The employee shall be eligible for step
23 advancements after completion of increments of 1,040 hours until the top step of the
24 range is reached.

25 An appointing authority may request, in limited exceptional
26 circumstances and with adequate justification, the adjustment of the salary step or
27 salary rate of an employee to maintain salary equity within the system, to prevent undue
28 hardship or unfairness due to the application of any rule or policy, or to correct any

1 salary inequity, subject to the recommendation of the Director of Human Resources and
2 the final approval of the Chief Executive Officer or his/her designee. The Director of
3 Human Resources may authorize the adjustment of the salary step or salary rate of an
4 employee to correct any payroll error or omission, including any such action which may
5 have arisen in any prior fiscal year.

6 (B) Implementation of Classification Study Results.

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

12 (II) Downgrading. A downgrading is the reclassification
13 of a position from one classification to another classification having a lower base salary
14 range. When a position is downgraded, the incumbent employee may continue at the
15 same salary rate where the salary rate is within the new base salary range. Where an
16 incumbent receives a salary rate greater than the maximum of the new base salary
17 range, the Director of Human Resources may authorize continuation of the same salary
18 rate to the incumbent employee that the employee received prior to the downgrading of
19 the position by placing the employee on an "X" step, provided that the employee shall
20 receive no future salary rate increases until the salary range maximum of the new
21 classification exceeds the "X" step.

22 (C) Salary Rate Adjustment. A salary rate (equity) adjustment is
23 a change in the salary range assignment of an existing classification as a result of a
24 compensation study. Step placement for incumbent employees whose classification is
25 assigned to a higher base salary range shall be determined as follows, unless this
26 process is waived by the Chief Executive Officer:

27 (I) If the employee's original base rate of pay is less than
28 Step 1 of the newly designated pay range, the employee shall be placed on Step 1 of

1 the new range. The employee shall be eligible to advance to the next step upon
2 receiving a satisfactory rating on the employee's next annual performance evaluation, in
3 accordance with the requirements of Subsection 13.0613(c)(4)(A). Subsequent step
4 advances shall be administered in accordance with Subsection 13.0613(c)(4)(A).

5 (II) If the employee's original base rate of pay falls within
6 the newly designated pay range, and the salary adjustment granted is at least two
7 salary ranges, the employee shall be placed upon the step in the new range that is
8 approximately a five percent salary increase, not to exceed the maximum step of the
9 new range. If the employee's original base rate of pay falls within the newly designated
10 pay range, and the salary adjustment granted is less than two salary ranges, the
11 employee shall be placed upon the step in the new range that is approximately a two
12 and one-half percent salary increase, not to exceed the maximum step of the new
13 range. The employee shall be eligible to advance to the next step upon receiving a
14 satisfactory rating on the employee's next annual performance evaluation, in
15 accordance with the requirements of Subsection 13.0613(c)(4)(A). Subsequent step
16 advances shall be administered in accordance with Subsection 13.0613(c)(4)(A).

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

22 An employee demoted for non-disciplinary reasons shall be
23 retained at the same salary rate, provided the salary rate does not exceed the top step
24 of the applicable range, with the approval of the appointing authority and the Director of
25 Human Resources.

26 An employee who demotes to a trainee classification for which the
27 journey level classification is higher than the classification he/she demoted from, shall
28 retain the same salary rate. Such an employee will be placed on the "X" step if

1 necessary, and the employee shall receive no future salary rate increases until the
2 employee has promoted to the journey level classification and the salary rate of that
3 classification exceeds the "X" step.

4 An employee who demotes to a trainee classification for which the
5 journey level classification is lower than the classification he/she demoted from shall
6 retain the same salary rate, provided that the salary rate does not exceed the top step
7 of the journey level classification. If the salary rate is higher than the top step of the
8 journey level classification, the employee shall be placed at the top step of the base
9 salary range of the lower journey level classification.

10 (E) Promotion. A promotion is the appointment of an employee
11 from one classification to a classification having a higher base salary range. A
12 promoted employee shall receive at least the entrance rate of the new range or a two-
13 step or five percent salary increase, (i.e., mathematically closest to five percent)
14 whichever is greater, provided that no employee is thereby advanced in step nor
15 advanced above the top step of the higher base salary range. At the discretion of the
16 appointing authority and with the approval of the Director of Human Resources, an
17 employee may be placed at any step within the higher base salary range. Promotions
18 shall be effective only at the beginning of a pay period unless the Director of Human
19 Resources approves an exception.

20 (d) Job Sharing and Part-time Employment. The County will make
21 reasonable accommodation for employees who desire to share their positions with other
22 qualified employees or eligible persons or to work on a part-time basis. Jobs may be
23 shared on an hourly or daily basis. All benefits for job sharing and part-time employees
24 shall be pro-rated on regularly scheduled hours except as may otherwise be provided.
25 Benefits not subject to proration include the following leaves: blood donation,
26 examination time, and bereavement. Further, where a specific benefit provides a
27 minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and
28 part-time employees shall be required to meet the minimum hour requirement in order

1 to receive the benefit.

2 (e) Hours of Work.

3 (1) Employees shall be required to work during such hours as
4 necessary to carry out the duties of their position as designated by the appointing
5 authority, and such hours may be varied so long as the work requirements and efficient
6 operations of the County are assured.

7 (2) The nature of Fair Labor Standards Act (FLSA) exempt
8 employment for certain affected Exempt Group classifications is such that intermittent,
9 occasional overtime is needed to fulfill the responsibilities and requirements of the
10 position. Usually, additional time and effort are proportionate to the importance and
11 level of the responsible position. These factors of time and effort are incorporated when
12 the compensation level of FLSA-exempt positions is established. In those instances in
13 which a position's work extends well beyond the normal hours of employment, the Chief
14 Executive Officer may authorize additional compensation in the form of cash payment or
15 compensating time off, generally on a pre-approved and prescheduled basis.
16 Circumstances for such compensation would include implementation of the intent of a
17 Board of Supervisors approved program or emergency response.

18 (3) For FLSA-covered employees in the Exempt Group classifications,
19 overtime is determined by the legal requirements of the FLSA. For FLSA-covered
20 employees, the following overtime provisions apply.

21 (A) Definition. OVERTIME shall be defined as all hours actually
22 worked in excess of 40 hours a work period. For purposes of defining overtime, paid
23 leave time, excluding sick leave as provided in Subsection 13.0613(e)(3)(B), shall be
24 considered as time actually worked. Overtime shall be reported in increments of full 15
25 minutes and is non-accumulative and non-payable when incurred in units of less than
26 15 minutes. Overtime shall not affect leave accruals.

27 (B) Sick leave that is not pre-approved and sick leave used by
28 employees on leave restriction shall not be considered as time actually worked for the

1 purpose of calculating overtime. PRE-APPROVED shall mean notice to management
2 at least 48 hours prior to the beginning of the leave.

3 (C) Overtime Compensation. Any employee authorized by the
4 appointing authority or authorized representative to work overtime shall be
5 compensated at premium rates, i.e., one and one-half times the employee's regular rate
6 of pay. Payment for overtime compensation shall be made on the first payday following
7 the pay period in which such overtime is worked, unless overtime compensation cannot
8 be computed until some later date, in which case, overtime compensation will be paid
9 on the next regular payday after such computation can be made.

10 In lieu of cash payment, upon request of the employee and
11 approval of the appointing authority, an employee may accrue compensating time off at
12 premium hours. Cash payment at the employee's base rate of pay shall automatically
13 be paid for any compensating time which exceeds 80 hours, for any such time which
14 has not been taken within 26 pay periods after being accrued, or for any hours on
15 record immediately prior to promotion, demotion or termination of employment.

16 (D) Variable Work Schedule. An appointing authority, with
17 agreement of an affected employee, may arrange for that individual to take such time off
18 as necessary to ensure that an employee's actual time worked does not exceed 40
19 hours within a given work period.

20 (E) Work Period. The work period for purposes of overtime
21 commences at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday of
22 each week. The pay period and workweek may be adjusted in accordance with FLSA
23 requirements.

24 (f) Insurance Programs.

25 (1) Medical and Dental Coverage Insurance.

26 (A) All eligible employees scheduled to work 40 hours or more
27 per pay period in a regular position must enroll in a medical and dental plan offered by
28 the County. Employees who fail to elect medical and dental plan coverage will be

1 automatically enrolled in the medical and dental plan with the lowest biweekly premium
2 rates available in the geographical location of the employee's primary residence.
3 Medical and dental plan coverage will become effective on the first day of the pay
4 period following the first pay period in which the employee is scheduled to work 40
5 hours or more and be in paid status.

6 (B) To continue enrollment in County-sponsored medical and
7 dental plan coverage, an employee must remain in a regular position scheduled to work
8 for a minimum of 40 hours per pay period and be in paid status or be on an approved
9 leave for which continuation of medical and dental coverage is expressly provided under
10 this subdivision, or be eligible for and have timely paid the premium for COBRA
11 continuation coverage.

12 (C) Eligible employees may elect to enroll their dependents upon
13 initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents
14 may be enrolled within 60 days of obtaining dependent status, such as birth, adoption,
15 marriage, or registration of domestic partnership.

16 (D) Notification of a mid-year qualifying event must be submitted
17 to Human Resources in accordance with procedures adopted by Human Resources.
18 Employees are responsible for notifying the County within 60 days of dependent's
19 change in eligibility for the County plans.

20 (E) Dependent(s) must be removed mid-plan year when a
21 dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules,
22 for example, divorce, over-age dependent, or termination of domestic partnership.

23 (F) Enrollment elections must remain in effect for the remainder
24 of the plan year unless an employee experiences an IRS qualifying event.

25 (G) Premiums for coverage will be automatically deducted from
26 the employee's pay warrant. Failure to pay premiums will result in loss of coverage for
27 the employee and/or the dependents. If the employee does not have sufficient earnings
28 to cover the deduction for premiums, the employee must make alternative payment

1 arrangements that are acceptable to Human Resources.

2 (H) Employees eligible for medical plan coverage who are also
3 enrolled in a comparable group medical plan sponsored by another employer or are
4 covered by a spouse, domestic partner, or parent who is also employed with the County
5 may elect to discontinue enrollment in County-sponsored medical plan (opt-out or
6 waive).

7 (I) Employees who, prior to July 9, 2005, elected to opt-
8 out of County-sponsored medical plan coverage and continue to opt-out will receive the
9 following biweekly amount: Employees scheduled for 61 to 80 hours per pay period
10 shall receive \$161.54 per pay period. Employees scheduled for 40 to 60 hours per pay
11 period shall receive \$80.77 per pay period. To receive these amounts, the employee
12 must be in paid status.

13 (II) Employees scheduled to work 61 to 80 hours who,
14 prior to July 9, 2005, elected to waive medical plan coverage to a spouse, domestic
15 partner, or parent employed by the County and continue to waive will receive \$230.00
16 per pay period; employees scheduled for 40 to 60 hours who continue to waive shall
17 receive \$115.00 per pay period.

18 (III) New opt-outs or waives (i.e., new employees and
19 current employees who opted-out or waived effective July 9, 2005, and any time
20 thereafter) scheduled for 61 to 80 hours per pay period will receive \$40.00 per pay
21 period; new opt-outs or waives scheduled for 40 to 60 hours shall receive \$20.00 per
22 pay period.

23 (I) Employees eligible for County-sponsored dental plan
24 coverage who are also enrolled in a comparable group dental plan sponsored by
25 another employer or are covered by a spouse, domestic partner, or parent who is also
26 employed with the County may elect to discontinue enrollment in their County-
27 sponsored dental plan.

28 (J) The rules and procedures for electing to opt-out of or waive

1 County-sponsored medical and dental plan coverage are established and administered
2 by Human Resources.

3 (I) Employees may elect to opt-out of or waive County
4 medical and/or dental plan coverage(s) within 60 calendar days of the effective date of
5 gaining other employer group coverage. Proof of initial gain of other employer group
6 coverage is required at the time that opt-out or waive is elected.

7 (II) Employees may also elect to opt-out of or waive
8 County medical and/or dental plan coverage during an annual open enrollment period.
9 All employees who are newly opting-out or waiving during an open enrollment period
10 must provide verification of other group coverage.

11 (III) Except as required at the initial opt-out/waive election,
12 employees are not required to provide verification of continued coverage unless
13 requested by the plan administrator.

14 (IV) Employees who voluntarily or involuntarily lose their
15 other employer group medical and/or dental plan coverage must enroll in a County-
16 sponsored medical and/or dental plan within 60 calendar days. Enrollment in the
17 County-sponsored plan will be provided in accordance with the requirements of the
18 applicable plan.

19 (V) There must be no break in the employee's medical
20 and/or dental plan coverage between the termination date of the other employer group
21 coverage and enrollment in a County sponsored medical and/or dental plan. Terms and
22 conditions of the applicable plan will determine the required retroactive enrollment
23 period and premiums required to implement coverage. Failure to notify the County of
24 loss of group coverage within 60 calendar days will require the employee to pay their
25 insurance premiums retroactively on an after-tax basis.

26 (K) For employees assigned to work in the Needles, Trona, and
27 Baker work locations, the County will establish a Needles Subsidy. To be eligible for
28 the Needles Subsidy the employee must be enrolled in a medical plan and receive the

1 MPS. The Needles Subsidy will be paid by the employee's department and will be
2 equal to the amount of the premium difference between the indemnity medical plan
3 offered in these specific work locations and the lowest cost medical plan provided by the
4 County. The applicable subsidy amount shall be paid directly to the provider of the
5 County-sponsored medical plan in which the eligible employee has enrolled. This
6 Needles Subsidy will be established each year when premiums change for the County-
7 sponsored medical plans. The subsidy will be discontinued when the lowest cost
8 medical plan becomes available to the employees.

9 (2) Term Life Insurance.

10 (A) County Paid Life Insurance. The County will pay the
11 premium for a term life policy, the amount of which is based on the eligible employee's
12 scheduled hours. Employees scheduled from 40 to 60 hours per pay period shall
13 receive \$25,000.00 in coverage. An employee scheduled from 61 to 80 hours shall
14 receive \$50,000.00 in coverage. Life insurance will become effective on the first day of
15 the pay period following the employee's first pay period in which the employee is in paid
16 status. For pay periods in which the employee is not in paid status, the employee shall
17 have the option of continuing life insurance coverage at the employee's expense.

18 (B) Voluntary Life Insurance. In accordance with the procedures
19 established by Human Resources, eligible employees may purchase, through payroll
20 deductions, term life insurance subject to carrier requirements. New employees shall
21 become initially eligible to participate in this program on the first day of the pay period
22 following the pay period in which the employee is in paid status. Participation will
23 continue as long as premiums are paid timely. If the employee does not have sufficient
24 earnings to cover the deduction for premiums, the employee must make alternative
25 payment arrangements that are acceptable to Human Resources.

26 (3) Variable Group Universal Life. Eligible employees may purchase,
27 through payroll deductions, variable group universal life insurance subject to carrier
28 requirements and approval. The benefit levels for such insurance shall be equivalent to

1 no more than three times the employee's annual base earnings. Employees who
2 purchase variable group universal life insurance shall be provided a County contribution
3 towards the biweekly premium based on the following schedule:

| Benefit Group | County Contribution |
|-----------------|---|
| Benefit Group A | 100 percent of the premium of the annual base salary |
| Benefit Group B | 50 percent of the premium of the annual base salary or 100 percent of the premium equal to one-half of the annual base salary |
| Benefit Group C | 25 percent of the premium of the annual base salary |
| Benefit Group D | 25 percent of the premium of the annual base salary |

9 If the employee does not have sufficient earnings to cover the deduction
10 for premiums, the employee must make alternative payment arrangements that are
11 acceptable to Human Resources.

12 (4) Accidental Death and Dismemberment Insurance. Exempt Group
13 employees may purchase amounts of accidental death and dismemberment insurance
14 coverage for themselves and dependents through payroll deduction. New employees
15 shall become initially eligible to participate in these programs on the first day of the pay
16 period following the first pay period in which the employee is in paid status.
17 Participation will continue as long as premiums are paid timely. If the employee does
18 not have sufficient earnings to cover the deduction for premiums, the employee must
19 make alternative payment arrangements that are acceptable to Human Resources. The
20 benefits will be provided subject to carrier requirements and will be administered by
21 Human Resources.

22 (5) Long-Term Disability Insurance. The County will provide Exempt
23 Group employees with long-term disability insurance subject to carrier requirements and
24 approval. The benefit levels for such insurance shall be those approved by the Director
25 of Human Resources and are subject to carrier requirements. Integration of leave
26 balances (e.g., sick, vacation, etc.), either partially or fully, are allowed in conjunction
27 with long-term disability benefits.

28 (6) Short-Term Disability Insurance. The County will provide an

1 employer paid short-term disability insurance plan for Exempt Group employees. This
2 benefit shall apply to Exempt Group employees in regular positions who are regularly
3 scheduled to work 40 hours or more per pay period. The short-term disability insurance
4 plan benefit coverage shall be governed by the plan document that has been approved
5 and adopted by the Board of Supervisors for Exempt Group employees and is subject to
6 carrier requirements and approval. The short-term disability insurance plan benefit
7 coverage shall include a provision for a seven consecutive calendar day waiting period
8 from the first day of disability before benefits begin. Benefits shall be 55 percent of
9 base salary up to a weekly maximum established by a formula that incorporates the
10 State of California for the State Disability Insurance fund maximum. Benefit payments
11 terminate when the employee is no longer disabled or after receiving 180 days of
12 benefits at which time the employee would be eligible for long-term disability benefits if
13 still medically disabled.

14 (7) Vision Care Insurance. Subject to carrier requirements, the County
15 will pay the premiums for vision care insurance for employees who are in paid status
16 and their eligible dependents.

17 (g) Leave Provisions.

18 (1) Sick Leave. Sick leave with pay is an insurance or protection
19 provided by the County to be granted in circumstances of adversity to promote the
20 health of the individual employee. It is not an earned right to time off from work. SICK
21 LEAVE is defined to mean the authorized absence from duty of an employee because
22 of physical or mental illness, injury, pregnancy, confirmed exposure to a serious
23 contagious disease, for a medical, optical, or dental appointment, for certain purposes
24 related to being a victim of domestic violence, sexual assault or stalking, or other
25 purpose authorized herein.

26 (A) Definition.

27 (I) FAMILY MEMBER. A FAMILY MEMBER, as defined
28 by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner,

1 grandparent, grandchild, or sibling. PARENT means a biological, foster, adoptive, or
2 stepparent, a legal guardian, or a person who stood in loco parentis when the employee
3 was a minor child of the employee, or the employee's spouse or registered domestic
4 partner. CHILD means a biological, foster, or adopted child, a stepchild, a legal ward, a
5 child of a domestic partner, or a child to whom the employee stands in loco parentis.
6 DOMESTIC PARTNER is defined by Family Code section 297.

7 (II) EXTENDED FAMILY. EXTENDED FAMILY is
8 defined as, parent/sibling-in-law, aunt, uncle, niece, nephew, or any step relations as
9 defined herein.

10 (B) Accumulation. Employees in regular positions shall accrue
11 sick leave for each payroll period completed, prorated on the basis of 3.69 hours per
12 pay period, except as provided in Subsection 13.0613(g)(14). Earned sick leave shall
13 be available for use the first day following the payroll period in which it is earned.
14 Employees in regular positions paid less than 80 hours per pay period or job-shared
15 positions shall receive sick leave accumulation on a pro rata basis. There shall be no
16 limit on sick leave accumulation.

17 (C) Compensation. Approved sick leave with pay shall be
18 compensated at the employee's base rate of pay. The minimum charge against
19 accumulated sick leave shall be 15 minutes.

20 (D) Administration.

21 (I) Investigation. It shall be the responsibility and duty of
22 each appointing authority to investigate each request for sick leave and to allow sick
23 leave with pay where the application is determined to be proper and fitting, subject to
24 approval of the Director of Human Resources.

25 (II) Notice of Sickness. In 24-hour departments, the
26 appointing authority or designee should be notified at least two hours prior to the start of
27 the employee's scheduled tour of duty of a sickness on the first day of absence and
28 must be notified at least one hour prior to the start of the employee's scheduled tour of

1 duty. In other departments, the appointing authority or designee must be notified within
2 one-half hour after the start of the employee's scheduled tour of duty of a sickness on
3 the first day of absence.

4 It is the responsibility of the employee to keep the appointing
5 authority informed as to continued absence beyond the first day for reasons due to
6 sickness or occupational disability. Failure to make such notification shall result in
7 denial of sick leave with pay. If the employee receives a doctor's off-work order and
8 provides notice of same to the appointing authority, the employee is not required to
9 contact the department daily. If the employee does not have an off-work order or has
10 not notified the appointing authority that one has been issued, the employee shall be
11 required to contact the department daily in accordance with the timeframe above.

12 (III) Review. The Director of Human Resources may
13 review and determine the justification of any request for sick leave with pay and may, in
14 the interest of the County, require information from a doctor to support a claim for sick
15 leave pay.

16 (IV) Proof. A doctor's certificate or other adequate proof
17 shall be provided by the employee in all cases of absence due to illness if requested by
18 the appointing authority. All requests for proof of illness shall be made in compliance
19 with the Labor Code and other law.

20 (V) Improper Use. Evidence substantiating the use of
21 sick leave for willful injury, gross negligence, intemperance, trivial indispositions,
22 instances of misrepresentation, or violation of the rules defined herein will result in
23 denial of sick leave with pay and shall be construed as grounds for disciplinary action up
24 to and including termination.

25 (E) Sick Leave for Other than Personal Illness/Injury.

26 (I) Family Sick Leave. A maximum of one-half of the
27 employee's annual accrual of earned sick leave per calendar year may be used for
28 attendance upon family members who require the attention of the employee. Upon

1 approval of the appointing authority, the employee may use part of this annual
2 allowance for attendance upon members of the employee's extended family residing in
3 the employee's household who require the attention of the employee.

4 (II) Bereavement. A maximum of three days earned sick
5 leave may be used per occurrence for bereavement due to the death of a family
6 member or a member of the employee's extended family, as defined herein, or any
7 relative who resided with the employee.

8 (III) Birth/Adoption. A maximum of 40 hours earned sick
9 leave may be used per occurrence for arrival of an adoptive child at the employee's
10 home. An employee may utilize on an annual basis no more than 40 hours of
11 accumulated sick leave per calendar year for the birth of his or her child.

12 (IV) Medical, Optical or Dental Appointments. The
13 employee may use sick leave for medical, dental or optical appointments; however,
14 every effort should be made to schedule the appointments at a time of day that will
15 minimize the employee's time off work.

16 (F) Return-to-Work Medical Clearance.

17 (I) Under any of the following circumstances, all
18 employees who have been off work due to an illness or injury will report to the San
19 Bernardino County Center for Employee Health and Wellness for a medical evaluation
20 of condition and authorization to return to work before returning to work.

21 (i) Employees whose treating physician or other
22 qualified medical provider has ordered job modification(s) as a condition for either
23 continuing to work or for returning to work after an illness or injury. This applies to both
24 occupational and non-occupational illness or injury.

25 (ii) Employees who have been off work due to
26 communicable diseases such as, but not limited to, chicken pox and measles.

27 (iii) Employees who have been absent on account
28 of serious medical condition, when so directed by appointing authority.

1 (II) Employees are required to attend return-to-work
2 medical appointments at the Center for Employee Health and Wellness on their own
3 time; however, mileage for attending such appointments are eligible for reimbursement
4 pursuant to the expense reimbursement provision, Subsection 13.0613(j).

5 (III) It is the responsibility of the employee to obtain
6 written notice from the medical provider of authorization to return to work with or without
7 job modification. To ensure all necessary and relevant medical information is provided,
8 the County shall make available forms to be completed by the medical provider. It is the
9 responsibility of the employee to provide verbal notice to his or her appointing authority
10 immediately upon receipt of the medical provider's authorization to return to work, and
11 no later than 24 hours after receipt of the notice. The appointing authority or designee
12 will schedule an appropriate medical evaluation for the employee with the Center for
13 Employee Health and Wellness prior to the employee's return to work. The employee
14 shall provide the medical provider's written notice of authorization to return to work to
15 the Center at or prior to the employee's scheduled appointment time.

16 (IV) Exceptions to the above requirements may be made
17 on a case-by- case basis by the Center for Employee Health and Wellness.

18 (V) The employee is obligated to attend the appointment
19 as scheduled under the conditions outlined above. If the employee fails to adhere to the
20 procedure, the employee is required to use sick leave or leave without pay for any work
21 hours missed. If required notice has been provided, and there is a delay between the
22 employee's appointment with the Center and the start of his or her scheduled tour of
23 duty on the day that he or she was released to return to work, the County will pay for
24 work hours missed, without charge to the employee's leave balances.

25 (VI) The final decision on the employee's ability to return
26 to work rests with the medical provider at the Center. In the event the employee is not
27 released to return to work by the medical provider at the Center, the employee's status
28 would continue on sick leave or, where there is no balance, leave without pay.

1 (G) Workers' Compensation. Employees shall receive full salary
2 in lieu of Workers' Compensation benefits and paid sick leave for the first 40 hours
3 following an occupational injury or illness, if authorized off work by order of an accepted
4 physician under the Workers' Compensation sections of the California Labor Code.
5 Thereafter, accumulated paid leave may be prorated to supplement such temporary
6 disability compensation payments, provided that the total amount shall not exceed the
7 regular gross salary of the employee. Employees eligible for salary continuation
8 pursuant to Labor Code section 4850 are not entitled to this paid time.

9 (H) Employees covered by Labor Code section 4850 who are
10 injured in the line of duty are entitled to full salary in lieu of Workers' Compensation
11 benefits and sick leave for a period not to exceed one year. After the employee has
12 used one full year of such "4850 time", said employee may use accumulated sick leave
13 with pay with the approval of the appointing authority to augment temporary disability
14 payments if said employee is still temporarily disabled by order of an accepted
15 physician under the Workers' Compensation sections or until said employee is retired.

16 (I) Separation. Unused sick leave shall not be payable upon
17 separation of the employee, except as provided in the Retirement Medical Trust Fund,
18 Subsection 13.0613(k)(4) and as provided below.

19 Upon the death of an active employee with five or more years of
20 continuous service from the most recent date of hire in a regular position, the estate of
21 the deceased employee will be paid the cash value for the unused sick leave balances
22 according to the sick leave conversion formula below only up to 1,000 hours, and will
23 not go into the Trust.

| Sick Leave Balance as of Date of Separation for Death | Cash Payment Percent of Hours of Sick Leave Balance |
|---|---|
| 480 hours or less | 30 percent |
| 481 to 600 hours | 35 percent |
| 601 to 720 hours | 40 percent |
| 721 to 840 hours | 45 percent |
| 841 to 1,000 hours | 50 percent |

(J) Sick Leave Conversion. While employed by the County, employees who have contributed to a public sector retirement(s) for over five years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of 200 hours for vacation time on the following basis:

| Sick Leave Balance at Time of Conversion | Sick Leave to Vacation Leave Conversion Ratio |
|--|---|
| 201 to 599 hours | 3 sick hours to 1 hour vacation |
| 600 to 799 hours | 2.5 sick hours to 1 hour vacation |
| 800 or more hours | 2 sick hours to 1 hour vacation |

Any such exchange must be made in ten-hour increments of accrued sick leave under the procedures established by the Director of Human Resources. Employees may elect this exchange once per calendar year.

(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 scheduled to work 80 hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six pay periods from the employee's hire date. Employees in regular positions paid less than 80 hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

| Length of Service from Hire Date | Annual Vacation Allowance |
|---|---------------------------|
| Hire date through 8,320 service hours | 80 hours |
| Over 8,320 and through 18,720 service hours | 120 hours |
| Over 18,720 service hours | 160 hours |

The maximum vacation leave accrual balance that may be carried

1 over to a future calendar year shall be 480 hours. However, the maximum vacation
2 leave accrual balance that may be carried over into a future calendar year for an
3 employee with a balance of more than 480 hours at the end of calendar year 2010 shall
4 be such employee's vacation leave balance at the end of pay period 26 of calendar year
5 2010. Thereafter, the maximum vacation accrual balance for those employees with a
6 balance greater than 480 hours at the end of calendar year 2010 shall be adjusted
7 annually at the end of each calendar year and shall never be increased. Any vacation
8 leave accrual balance in excess of the employee's maximum leave accrual balance at
9 the end of the calendar year shall be cashed out and paid in accordance with
10 Subsection 13.0613(g)(2)(E)(II).

11 (C) Administration.

12 (I) Vacation periods should be taken annually with the
13 approval of the appointing authority at such time as will not impair the work schedule or
14 efficiency of the department but with consideration given to the well-being of the
15 employee.

16 (II) The minimum charge against accumulated vacation
17 leave shall be 15 minutes. Vacation leave shall be compensated at the employee's
18 base rate of pay, except as otherwise provided in this Plan.

19 (III) When a fixed holiday falls within a vacation period,
20 the holiday time shall not be charged against an employee's earned vacation benefits.

21 (IV) Employees not planning to return to County
22 employment at the expiration of a vacation leave, except those retiring, shall be
23 compensated in a lump sum payment for accrued vacation and shall not be carried on
24 the payroll. Retiring employees may elect to use vacation leave to enhance retirement
25 benefits or be compensated in a lump sum payment for accrued vacation leave.

26 (D) Prior Service. New employees hired into the County in
27 regular positions who have been employed by a public jurisdiction or private sector in a
28 comparable position or a position which has prepared such employees for an

1 assignment to a position in the Exempt Group may receive credit for such previous
2 experience in the former agency(s) in determining their vacation accrual rate. Such
3 determination as to the comparability of previous experience and amount of credit to be
4 granted rests solely with the Director of Human Resources or designee. Requests for
5 prior service credit should be made at the time of hire or as soon as possible thereafter
6 but in no event later than one year from the employee's hire date.

7 (E) Conversion of Vacation Leave to Cash.

8 (I) Elective Conversion. An employee may sell back
9 vacation leave at the base hourly rate of the employee as hereinafter provided, upon
10 approval of the appointing authority. Eligible employees may exercise these options
11 under procedures established by the Director of Human Resources. In lieu of cash, the
12 employee may designate that part or all of the value of vacation leave be contributed to
13 the County's 401(k) Defined Contribution Plan or 457(b) Deferred Compensation Plan.
14 In order to sell back vacation leave prior to termination or retirement, an employee may
15 exercise the following options:

16 Option 1. Future Accruals. An employee must make an
17 irrevocable election during the month of December, specifying the number of hours to
18 be sold back from the next calendar year's vacation leave accrual. Such election must
19 be made in increments of not less than ten hours and may not exceed 160 hours. All
20 designated hours remaining at the end of the pay period 25 will automatically be
21 converted into cash in the last period of the calendar year.

22 Option 2. Existing Accruals. Existing accruals may be
23 cashed out in whole hour increments with a minimum cash out of ten hours and will be
24 subject to a ten percent penalty.

25 (II) Automatic Conversion. At the end of the last pay
26 period of the calendar year, an employee shall automatically have any vacation leave
27 accruals in excess of the employee's maximum vacation leave accrual balance
28 converted to cash. Such automatic vacation leave cash out shall be paid in pay period

1 of the next calendar year.

2 (3) Holiday Leave.

3 (A) Fixed Holidays. All employees in regular positions except as
4 modified in Subdivision (i) shall be entitled to the following holidays:

5 January 1

6 Third Monday in January

7 Third Monday in February

8 Last Monday in May

9 June 19

10 July 4

11 First Monday in September

12 Second Monday in October

13 November 11

14 Thanksgiving Day

15 Day after Thanksgiving

16 December 24

17 December 25

18 December 31

19 (B) Floating Holidays. Employees in regular positions shall be
20 entitled to a total of eight hours floating holiday time annually provided that the
21 employee is not on unpaid leave for the entire pay period and is in paid status for the
22 pay period where the floating holiday time is to accrue. Eight hours floating holiday time
23 shall be accrued during the first pay period prior to the third Monday in January.

24 Floating holidays accrued shall be available for use on the first day
25 following the pay period in which they are accrued, with the approval of the appointing
26 authority. Appointing authorities have the right to schedule employees' time off for
27 accrued holidays to meet the needs of the service but with consideration given to the
28 well-being of the employee. Employees in regular positions budgeted less than 80 hours

1 per pay period or job-shared positions shall receive floating holiday accruals on a pro-
2 rata basis.

3 (C) Maximum Holiday Leave Accrual Balance

4 (I) The maximum holiday leave accrual balance that may
5 be carried over to a future calendar year shall be 112 hours. However, the maximum
6 holiday leave accrual balance that may be carried over into a future calendar year for an
7 employee with a balance of more than 112 hours at the end of calendar year 2010 shall
8 be such employee's holiday leave balance at the end of pay period 26 of calendar year
9 2010. Thereafter, the maximum holiday accrual balance for those employees with a
10 balance greater than 112 hours at the end of calendar year 2010 shall be adjusted
11 annually at the end of each calendar year and shall never be increased.

12 (II) Effective pay period 1 of calendar year 2022, the
13 maximum holiday leave accrual balance that may be carried over to a future calendar
14 year shall be 120 hours. However, employees with a grandfathered balance of more
15 than 120 hours shall carry over their maximum grandfathered accrual balance in
16 accordance with Subsection 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in
17 excess of the employee's maximum holiday leave accrual balance at the end of the
18 calendar year shall be cashed out and paid in accordance with Subsection
19 13.0613(g)(3)(G)(II).

20 (D) When a fixed holiday falls within a vacation period, the
21 holiday time shall not be charged against an employee's earned vacation benefits.

22 (E) Whenever an employee is required to work on a fixed
23 holiday or the fixed holiday falls on an employee's regularly scheduled day off, the
24 employee shall accrue, on an hour-for-hour basis, up to a total of eight hours floating
25 holiday time.

26 (F) When a fixed holiday falls on a Saturday, the previous Friday
27 will be observed as the fixed holiday except that when the preceding Friday is also a
28 fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a

1 fixed holiday falls on a Sunday, the following Monday will be observed as the fixed
2 holiday except that when the following Monday is also a fixed holiday, the following
3 Tuesday will be observed as the fixed holiday.

4 (G) Conversion of Holiday Leave to Cash.

5 (I) Elective Conversion. An employee may sell back
6 holiday time at the base hourly rate of the employee as hereinafter provided, upon
7 approval of the appointing authority. Eligible employees may exercise this option under
8 procedures established by the Director of Human Resources. In lieu of cash, the
9 employee may designate that part or all of the value of holiday time to be contributed to
10 the County's 401(k) Defined Contribution Plan or 457(b) Deferred Compensation Plan.

11 In order to sell back holiday time prior to termination or
12 retirement, an employee may exercise the following options:

13 Option 1. Future Accruals. An employee must make an
14 irrevocable election during the month of December, specifying the number of hours to
15 be sold back from the next calendar year's holiday time accrual. Such election must be
16 made in increments of not less than eight hours and may not exceed the annual amount
17 to be accrued for the next calendar year. All designated hours remaining at the end of
18 pay period 25 will automatically be converted into cash in the last pay period of the
19 calendar year.

20 Option 2. Existing Accruals. Existing accruals may be
21 cashed out in whole hour increments with a minimum cash out of eight hours and will be
22 subject to a ten percent penalty.

23 (II) Automatic Conversion. At the end of the calendar
24 year, an employee shall automatically have any holiday leave accruals in excess of the
25 employee's maximum holiday leave accrual balance converted to cash. Such automatic
26 holiday leave cash out shall be paid in pay period 1 of the next calendar year.

27 (H) Grandfathered Holiday Time. An employee promoted from
28 the Safety Management and Supervisory Unit to the Exempt group who has any

1 grandfathered holiday time at the time of promotion, will be allowed to retain such
2 grandfathered holiday time. Such time may be used or compensated at the time of
3 retirement or separation under the same terms and conditions as are applicable to
4 Safety Management and Supervisory Unit employees.

5 (4) Special Leaves of Absence Without Pay.

6 (A) General Provisions. A special leave of absence without pay
7 may be granted to an employee who:

8 (I) Is medically incapacitated to perform the duties of the
9 position;

10 (II) Desires to engage in a relevant course of study which
11 will enhance the employee's value to the County;

12 (III) Takes a leave of absence pursuant to the Federal
13 Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or
14 Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act
15 (FEHA);

16 (IV) For any reason considered appropriate by the
17 appointing authority and the Director of Human Resources.

18 (B) Exempt Group employees eligible to receive the automobile
19 allowance, portable communication device allowance, bilingual compensation, or
20 special assignment compensation will have these benefits suspended while on unpaid
21 leave and upon exhausting short-term disability insurance benefits. These benefits will
22 cease the day following the end of the individual's short-term disability insurance
23 benefits. Employees off work without pay for disciplinary reasons shall not receive the
24 above listed benefits until they return to full time status.

25 (C) Type of Leave of Absences. There are four types of leaves
26 of absences. All requests must be in writing and require the approval of the appointing
27 authority or designee and the Director of Human Resources or designee. Upon
28 request, the appointing authority or designee and the Director of Human Resources or

1 designee may grant successive leaves of absence. All benefits shall be administered in
2 accordance with the appropriate section of this code.

3 (I) Leave of Absence with Right to Return. Leaves of
4 absence with right to return may be granted to employees in regular positions for a
5 period not exceeding one year. The employee remains in his or her position.

6 (II) Family Leave. Leaves of absence will be granted in
7 accordance with the FMLA, the CFRA, and/or the PDL provisions of FEHA. This leave
8 can be concurrent with use of paid leave or leave of absence without pay with right to
9 return.

10 An employee on an approved leave of absence without pay
11 under this provision will continue to receive the benefits outlined in Subsection
12 13.0613(k)(1)(B)(III) for a period of six pay periods. Certification from a health care
13 provider is required for all instances of medical leave under this provision. Employees
14 are required to inform supervisors of the need for leave at least 30 days before
15 commencement where possible.

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

19 (III) Leave of Absence without Right to Return.

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

27 (ii) Return Process. An employee may return to
28 the same department in the classification from which the employee took the leave of

1 absence with the approval of the appointing authority and the Director of Human
2 Resources. Alternatively, the employee may apply through Human Resources by the
3 last day of the leave of absence. The employee will be placed on the eligible list for the
4 classification from which he or she took the leave of absence without examination.
5 Placement on the eligible list will be administered in accordance with the requalification
6 provisions of the Personnel Rules. If the employee does not return to a regular position
7 within 90 calendar days of the expiration of such a leave the employee shall be
8 terminated from County service. If reemployed, the employee shall be required to serve
9 a new probationary period. The Director of Human Resources or designee has the
10 discretion to waive the requirement to serve a new probationary period.

11 (iii) Benefits Upon Return. An employee who
12 returns to a regular position within 90 days after the expiration of the leave of absence
13 without right to return shall retain his or her hire date for purposes of leave accruals and
14 step advances; except that the employee will not receive service credit for the period of
15 time the employee is on the leave of absence without right to return. To be reemployed
16 and retain the above benefits, the employee must be appointed to a position no later
17 than 90 calendar days after the date of expiration of the leave of absence. The 90 days
18 shall run concurrently with the first 90 days of the one-year period provided in the
19 reemployment subdivision.

20 (IV) Long-Term Medical Leave of Absence.

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

1 not affect eligibility; and (4) have also recorded at least 40 hours of sick leave without
2 pay during the current period of disability.

3 (C) An employee is not eligible for Medical Emergency Leave if
4 he or she is receiving Workers' Compensation wage replacement (e.g., Coding TTD,
5 etc.). An employee eligible for State Disability Insurance and/or short-term disability
6 must agree to integrate these benefits with Medical Emergency Leave.

7 (D) Vacation, holiday, administrative leave or annual leave, as
8 well as compensatory time, may be donated by employees only on a voluntary and
9 confidential basis, in increments of eight hours (or in the case of holiday leave four
10 hours) not to exceed a total of 50 percent of a donor's annual vacation, holiday,
11 administrative leave, annual leave or compensatory time accrual per employee. The
12 donation may be made for a specific employee on the time frames established by the
13 Human Resources Department. The employee (donee) using/coding the Medical
14 Emergency Leave will be taxed accordingly.

15 (E) The donation is to be utilized for the employee's Medical
16 Emergency Leave only; the donation to one employee is limited to a total of 1,040 hours
17 per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less
18 than 40 hours per week. Example: An employee who is regularly scheduled 20 hours
19 per week is eligible for a maximum donation of 520 hours of Medical Emergency Leave.

20 (F) Medical emergency leave shall be administered in
21 accordance with procedures approved by Human Resources.

22 (6) Compulsory Leave. If, in the opinion of the appointing authority,
23 employees are unable to perform the duties of their position for physical or
24 psychological reasons, they may be removed from duty without pay or may use
25 appropriate accrued paid leave for which they are eligible. In addition, such employees
26 may be required to submit to an examination by either a physician or other competent
27 authority designated by the Director of Human Resources or by their own physician or
28 practitioner, as appropriate. If the examination report of the competent authority (e.g.,

1 physician, appropriate practitioner) shows the employee to be in an unfit condition to
2 perform the duties required of the position, the appointing authority shall have the right
3 to compel such employee to take sufficient leave of absence with or without pay, to
4 transfer to another position without reduction in compensation, and/or follow a
5 prescribed treatment regimen until medically qualified to return to unrestricted duty. An
6 employee who has been removed from duty for physical or psychological reasons by
7 the appointing authority, and was required to submit to an examination, may not return
8 to duty until such time as medical clearance has been obtained.

9 Employees shall be required to meet all qualifications for employment
10 (e.g., licensure, certification, etc.). Employees who become disqualified to perform the
11 duties of their position (e.g., fail to maintain required licenses) shall be immediately
12 removed from duty without pay unless permitted to use appropriate accrued paid leave
13 for which they are eligible and may be subject to appropriate disciplinary action.

14 (7) Military Leave. As provided in the California Military and Veterans
15 Code section 395 et seq., and any amendment thereto, and the Federal Uniformed
16 Services Employment and Reemployment Rights Act of 1994, a County employee,
17 regular, extra-help, per diem, or recurrent may be entitled to the following rights
18 concerning military leave:

19 (A) Definition. MILITARY LEAVE is defined as the performance
20 of duty on a voluntary or involuntary basis in a uniformed service under competent
21 authority and includes active duty, active duty for training, initial active duty for training
22 (weekend drills), full-time National Guard duty, and a period for which an employee is
23 absent for the purpose of an examination to determine the fitness of the person to
24 perform any such duty.

25 (B) Notice and Orders. All employees shall provide advance
26 notice of military service unless military necessity prevents the giving of notice or the
27 giving of notice is impossible or unreasonable. Where available, copy of military orders
28 must accompany the request for leave.

1 (C) Temporary Active Duty. Any employee who is a member of
2 the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled
3 to temporary military leave of absence for the purpose of active military training,
4 encampment, naval cruises, special exercises or like activities provided that the period
5 of ordered duty does not exceed 180 calendar days, including time involved in going to
6 and returning from such duty. While on paid status, an employee on temporary military
7 leave shall receive the same vacation, holiday, and sick leave, step advances, and
8 benefits that would have been enjoyed had the employee not been absent, providing
9 such employee has been employed by the County for at least one year immediately
10 prior to the date such leave begins. In determining the one-year employment
11 requirement, all time spent in recognized military service, active or temporary, shall be
12 counted. An exception to the above is that an uncompleted probationary period must
13 be completed upon return to the job. Any employee meeting the above one-year
14 employment requirement shall be entitled to receive his or her regular salary or
15 compensation, pursuant to Subsection 13.0613(g)(7)(E).

16 (D) Full-Time Active Duty. Employees who resign from positions
17 to serve in the Armed Forces for more than 180 days, shall have a right to return to
18 former classification upon serving written notice to the appointing authority, no later than
19 90 days after completion of such service. Returning employees are subject to a
20 physical/psychological examination. Should such employee's former classification have
21 been abolished, then the employee shall be entitled to a classification of comparable
22 functions, duties, and compensation if such classification exists, or to a comparable
23 vacant position for which the employee is qualified.

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

28 Eligible employees are also entitled to the reemployment and

1 benefit rights as further described in the Uniformed Services Employment and
2 Reemployment Rights Act, 38 U.S.C. sections 4301 to 4333. Specifically, a returning
3 employee will receive restoration of original hire and benefit date, salary step, vacation
4 accrual rate, sick leave balance (unless the employee has received payment for unused
5 sick leave in accordance with provisions contained herein), the retirement plan
6 contribution rate, and retirement system contributions (provided the employee complies
7 with any requirements established by the Retirement Board). However, such employee
8 will not have accrued vacation, sick leave, or other benefit while absent from County
9 employment, except as provided in the temporary duty provision.

10 (E) Compensation. This provision does not include an
11 employee's attendance for inactive duty, commonly referred to as weekend reserve
12 meetings, muster duty, or drills. Employees must use their own time to attend such
13 meetings. Should the meetings unavoidably conflict with an employee's regular working
14 hours, the employee is required to use vacation or holiday leave, leave without pay, or
15 make up the time. Employees who are called in for a medical examination to determine
16 physical fitness for military duty must also use vacation leave, leave without pay, or
17 make up the time. Employees cannot be required to use their accrued leave. Any
18 employee meeting the requirements in (C) and (D) shall be entitled to receive their
19 regular salary or compensation for the first 30 calendar days of any such leave. Pay for
20 such purposes shall not exceed 30 days in any one fiscal year and shall be paid only for
21 the employee's regularly scheduled workdays that fall within the 30 calendar days.

22 (F) Extension of Benefits. The County recognizes the increased
23 requirements of the military due to the current threats facing the United States of
24 America and, as such, has established a program under which employees may be
25 eligible for an extension of benefits. Employees who are called to active duty as a result
26 of the activation of military reservists beginning in September 2001, and who are eligible
27 to receive the 30 calendar days military leave compensation, and meet the
28 requirements established by the Board shall receive the difference between their base

1 County salary and their military salary starting on the thirty-first calendar day of military
2 leave. The difference in salary shall continue for the period approved by the Board of
3 Supervisors. During this period, the County will continue to provide the employee the
4 benefits and all leave accruals as were provided prior to such active duty. Retirement
5 contributions and service credit will be granted if the employee had enough pay to cover
6 the entire retirement system contribution. If the employee does not receive enough pay
7 to cover the retirement system contribution, no contribution or credit will be given.
8 Employees should note that the accidental death and dismemberment (AD&D) plan
9 contains a war exclusion.

10 If the employee becomes eligible for full County payment for the
11 first thirty days of military leave provided in (C) of this subsection, the extended
12 payments provided under this section shall be suspended and shall be continued after
13 the 30 days compensation has been completed. No compensation shall be paid
14 beyond the thirty days leave period, unless such compensation is expressly approved
15 by the Board of Supervisors. The County may unilaterally extend the benefits of this
16 subsection upon the approval of the Board of Supervisors.

17 (8) Political Leave. Any employee who is a declared candidate for
18 public office (i.e., a candidate who has filed the appropriate documents) shall have the
19 right to a leave of absence without pay with or without right to return for a reasonable
20 period to campaign for the election. Such leave is subject to the conditions governing
21 special leaves of absence without pay contained herein.

22 (9) Jury Duty Leave. Employees in regular positions who are
23 ordered/summoned to serve jury duty including Federal Grand Jury duty shall be
24 entitled to base pay for those hours of absence from work, provided the employee
25 waives fees for service, other than mileage. Such employees will further be required to
26 deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such
27 service. When practicable, the appointing authority will convert an employee's regular
28 tour of duty to a day shift tour of duty during the period of jury duty. Employees required

1 to serve on a jury must report to work before and after jury duty provided there is an
2 opportunity for at least one hour of actual work time. Employees volunteering to serve
3 on a Grand Jury shall be granted a leave of absence without pay to perform the duties
4 of a member of the Grand Jury, in the same manner as provided in Subsection
5 13.0613(g)(4).

6 (10) Examination Time. Employees having regular status in regular
7 positions at the time of application, or employees who do not have regular status but
8 have previously held regular status and continuously remained a County employee,
9 shall be entitled to a reasonable amount of time off with pay for the purpose of attending
10 all examination processes (e.g., selection interviews, etc.) required for selection to a
11 different County position. Employees are responsible for notifying and obtaining
12 approval from their immediate supervisor prior to taking such leave. Examination time
13 off shall not be charged against any accumulated leave balances and shall be
14 compensated at the employee's base hourly rate.

15 (11) Witness Leave. Employees in regular positions shall be entitled to
16 a leave of absence from work when subpoenaed to testify as a witness, such subpoena
17 being properly issued by a court, agency, or commission legally empowered to
18 subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed
19 employee is a party to the action or the subpoena has arisen out of the employee's
20 scope of employment. Witness leave shall not be charged against any accumulated
21 leave balances and shall be compensated at the employee's base hourly rate. This
22 benefit will be paid only if the employee has demanded witness fees at the time of
23 service of the subpoena, and such fees are turned over to the County.

24 (12) Blood Donations. Employees in regular positions who donate blood
25 without receiving compensation for such donation, may have up to two hours off with
26 pay to recover with prior approval of the immediate supervisor for each such donation.
27 This benefit shall not be charged to any accumulated leave; provided, however, if the
28 employee is unable to work, any time in excess of two hours may be charged to

1 accumulated sick leave or be taken as leave without pay. Evidence of each donation
2 must be presented to the appointing authority to receive this benefit.

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

10 (13) Bereavement Leave. Employees in regular positions may use up to
11 two days paid leave, not charged to the employee's personal leave balances, per
12 occurrence for bereavement due to the death of an employee's family member as
13 defined in Subsection 13.0613(g)(1)(A)(I). One additional day shall be granted if the
14 employee travels over 1,000 miles from his or her residence to the bereavement
15 service(s). This additional day shall not be charged to the employee's personal leave
16 balances. The appointing authority may request verification of distance traveled.

17 (14) Leave Accruals While on Disability Leave. Employees receiving
18 the benefits of workers' compensation or short-term disability leave receive partial
19 replacement of their income through these benefits. Employees on these types of
20 disability leaves may choose to fully integrate, partially integrate, or not integrate
21 personal leave time with these disability payments.

22 The maximum amount the employee receives from integrating leave time
23 with disability payments shall not exceed 100 percent of the employee's base salary.
24 Paid personal leave time coded on the employee's time and labor report will be limited
25 to the amount of leave necessary to integrate benefits to the level designated by the
26 employee. When the exact amount is not known, a good faith estimate may be made
27 and the amount will be adjusted later as necessary. If any overpayments are made, the
28 employee will be required to repay that amount. An employee who knowingly receives

1 payment in excess of his or her regular base salary is required to report it to his or her
2 Departmental payroll clerk.

3 Employees who are fully integrating accrued leave time with disability
4 benefits and shall be eligible to receive full accruals of vacation and sick leave.
5 Employees who are not fully integrating shall earn pro-rated vacation and sick leave
6 accruals based upon paid leave time coded on the time and labor report only.

7 Employees who are fully integrating paid leave time with disability
8 benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for
9 the entire pay period and have no unapproved leave for the pay period. Employees
10 who are partially integrating or not integrating paid leave time with disability benefits will
11 be paid for holidays in accordance with the holiday leave provisions in Subsection
12 13.0613(g)(3).

13 (h) Relocation. Employees who are required by order of their appointing
14 authority to change their principal place of residence because of a reassignment to
15 meet the needs of the service or because of layoff will be granted time off with pay not
16 to exceed two work days and up to \$400.00 reimbursement toward the actual cost of
17 relocating their personal furnishings and belongings.

18 (i) Special Assignment Compensation. Increases in pay may be granted to
19 recognize the temporary assignment of additional responsibilities that are significant in
20 nature and beyond the normal scope of the position. No award shall be made in any
21 situation related to a vacation, short-term illness or other relief which is six weeks or
22 less. The duration of such assignments is not intended to exceed one calendar year
23 except in unusual circumstance approved by both the appointing authority and the
24 Director of Human Resources. Employees will normally not be in a probationary status.
25 The employee shall be required to meet standards for satisfactory performance.

26 Compensation shall be awarded in pay period increments and shall be in the
27 form of a specified percentage of the employee's base pay. The Director of Human
28 Resources will determine the amount in increments of one-half percent from a minimum

1 of two and one-half percent up to a maximum of seven and one-half percent. The
2 additional compensation will be computed at the specified percentage of the current
3 base pay of the employee for each pay period. Such increases in pay shall not affect
4 an employee's step advancement in the base range pursuant to the salary rates and
5 step advancements subdivision.

6 Requests for special assignment compensation may be initiated by the
7 appointing authority or an employee via the appointing authority. The appointing
8 authority and the employee bear mutual responsibility for initiating the compensation
9 request in a timely manner and adhering to the compensation provisions defined in this
10 provision. It is important to obtain Human Resources Department review of the request
11 in advance of the date the employee begins the assignment, since there is no
12 guarantee that the request will be approved. Special assignment compensation is to be
13 effective only with the Director of Human Resources written approval, assignment of the
14 greater level of duties, and signed acceptance by the employee.

15 This provision shall not be utilized to circumvent or provide additional
16 compensation over and above that which may be provided in the subsection on
17 assignment to vacant higher position and the Personnel Rules. These aforementioned
18 provisions are mutually exclusive concepts and as such there shall be no dual or
19 multiple requests based on the same facts.

20 (j) Expenses Incurred in Conducting County Business and Expense
21 Reimbursement.

22 (1) General Provisions. Employees in the Exempt Group shall be
23 reimbursed for all expenses incurred in connection with the conduct of County business,
24 including, but not limited to, travel, lodging, meals, laundering, gratuities, and other
25 related costs. Payment for actual expenses is subject to the approval of the appointing
26 authority. The Chief Executive Officer, Assistant Executive Officers, and County officers
27 with department head status may incur necessary County expenses involved with
28 activities and functions of their departments and arrange for the County to be billed

1 directly for such expenses.

2 The purpose of this subdivision is to define the policy and procedures by
3 which employees shall report and be reimbursed for necessary expenses incurred on
4 behalf of San Bernardino County, except as may be otherwise provided in this code.

5 (2) Responsibilities. It shall be the responsibility of each appointing
6 authority or designee to investigate and approve each request for expense
7 reimbursement. It shall be the responsibility of each employee to obtain prior approval
8 from the appropriate appointing authority or designee to incur a business expense or to
9 exceed maximum allowable amounts provided in Section (7) below.

10 Prior approval may be in the form of standing orders issued by the
11 appointing authority. Failure to obtain prior approval may result in denial of any
12 expense claim (or excess amount) not pre-approved.

13 (3) Travel Authorization.

14 (A) Travel outside the State of California must be approved by
15 the Chief Executive Officer or designee. Requests for such travel shall be submitted to
16 the County Administrative Office on a travel request form.

17 (B) The appointing authority or designee shall initiate travel
18 requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector
19 shall be notified in writing of all such designees.

20 (C) The appointing authority or designee is authorized to
21 approve necessary travel within the State of California and use of transportation mode
22 consistent with this subdivision.

23 (4) Authorization for Attendance at Meetings.

24 (A) Appointing authorities may authorize attendance at meetings
25 at County expense when the program material is directly related to an important phase
26 of County service and holds promise of benefit to the County as a result of such
27 attendance.

28 (B) Authorization for attendance at meetings without expense

1 reimbursement, but on County time, may be granted when the employee is engaged on
2 the County's behalf, but from which the gain will inure principally to the benefit of the
3 employee and only incidentally to the County.

4 (5) Records and Reimbursements.

5 (A) Requests for expense reimbursements should be submitted
6 once each month and within one year of the date that the expense was incurred.

7 (B) Receipts or vouchers which verify the claimed expenditures
8 will be required for all items of expense, except:

9 (I) Subsistence, except as otherwise provided in this
10 subdivision;

11 (II) Private mileage (e.g., mileage to the airport);

12 (III) Telephone or other communication-related charges
13 including Wi-Fi and internet access fees if needed to conduct County business;

14 (IV) Other authorized expenses of less than \$1.00.

15 (C) Claims for expense reimbursement totaling less than \$1.00
16 in any fiscal year shall not be paid.

17 (D) Reimbursement shall not be made for any personal
18 expenses such as, but not limited to, entertainment, barbering, personal grooming,
19 alcoholic beverages, etc.

20 (E) Except as otherwise provided in this subdivision, expense
21 reimbursements shall be made on an actual cost basis.

22 (F) If the receipt is unavailable, the employee may submit a
23 signed statement with an explanation of expenses (i.e., itemized list of expenses with
24 location, date, dollar amount, and reason for expenses) and an explanation as to why
25 the receipt is unavailable.

26 (G) Expense reimbursements may be made via electronic fund
27 transfer into the financial institution of the employee's choice or by pay card.
28 Employees who fail to make arrangements for direct deposit shall receive

1 reimbursements via pay card.

2 (6) Transportation Modes.

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

12 (B) Travel via Private Automobile.

13 (I) Reimbursement for use of privately-owned
14 automobiles to conduct County business shall be at the IRS allowable rate.
15 Reimbursement at this rate shall be considered as full and complete payment for actual
16 necessary expenses for the use of the private automobile, insurance, maintenance and
17 all other transportation related costs. The County does not provide any insurance for
18 private automobiles used on County business. The owner of an automobile is
19 responsible for the personal liability and property damage insurance when the vehicle is
20 used on County business.

21 (II) When employees, traveling on official County
22 business, leave directly from their principal place of residence rather than from their
23 assigned work location, mileage allowed to the first work contact point shall be the
24 difference between the distance from the residence to the assigned work location and
25 the distance from the residence to the first work contact point. If the first work contact
26 point is closer than the assigned work location, no mileage shall be allowed. If the
27 employee departs from the last work contact point directly to the residence, the same
28 principle governs.

1 (III) Employees may have multiple assigned work
2 locations. Mileage allowed is based on the assigned work location for that day. When
3 employees have more than one assigned work location in a standard tour of duty,
4 mileage shall be allowed between assigned work locations. In no case will mileage be
5 allowed between the employee's residence and the assigned work location.

6 (C) Travel via Air.

7 (I) Commercial Aircraft. When commercial aircraft
8 transportation is approved, the "cost of public carrier" shall mean the cost of air coach
9 class rate including tax and security surcharges. Travel via charter aircraft shall be
10 limited to emergencies, or when other types of transportation are impractical or more
11 expensive. Specific prior approval for travel via charter aircraft must be obtained from
12 the Chief Executive Officer or designee.

13 (II) Private Aircraft. When private aircraft transportation
14 is approved by the Chief Executive Officer or designee, reimbursement will be as
15 follows:

16 (i) Reimbursement for use of aircraft owned or
17 rented and flown by County personnel will be for equivalent road miles at the first mile
18 rate of the current private automobile use reimbursement schedule. Landing or tie-
19 down fees will be reimbursed similar to auto parking charges.

20 (ii) Reimbursement for trips to and from the
21 following destinations will be limited to the cost of public carrier except when justified by
22 unusual circumstances as determined by the Chief Executive Officer or designee:
23 Sacramento, San Francisco, Oakland and San Jose.

24 (iii) Authorized charter flights with a licensed
25 charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter
26 flights must be individually approved by the Chief Executive Officer or designee prior to
27 departure.

28 (iv) The employee or owner of the aircraft must

1 maintain on file, with the County's Risk Management Department, a current policy for
2 aviation comprehensive general liability insurance, which includes the County as an
3 additional insured and covers all operations performed by or on behalf of the employee
4 or owner of the aircraft for bodily injury and property damage with a combined single
5 limit of not less than \$1,000,000.00, per occurrence and \$2,000,000.00, general
6 aggregate.

7 (D) Travel via Rental Vehicles. Reimbursement will be provided
8 for the cost of a rental vehicle used for business purposes if such use is approved by
9 the appointing authority. Rental vehicles are covered for liability and vehicle physical
10 damage under the County's self-insurance program. Reimbursement will not be
11 provided for the additional costs incurred if any employee purchased any additional
12 insurance or signs a collision damage waiver (CDW) when renting a vehicle for County
13 business. Requests for reimbursement for gasoline for rental vehicles must be
14 accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

15 (E) Travel via Ride-Share Service, Taxi, or Public/Mass Transit.
16 Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or
17 Lyft), taxi, or public/mass transit (e.g., bus, streetcar, and ferry) if such expenses are
18 incurred for County business and approved by the appointing authority.

19 (F) Incidental Travel Expenses. Reimbursement will be
20 provided for the cost of incidental travel expenses such as bridge tolls, road tolls and
21 parking fees if such expenses are incurred as part of County business and approved by
22 the appointing authority. Valet parking will not be reimbursed unless self-parking is not
23 available or security is a concern.

24 (7) Subsistence.

25 (A) Subsistence allowances for lodging and meals shall not be
26 allowed without prior approval of the appointing authority or designee as necessary for
27 the purpose of conducting County business. Meal and lodging selections should
28 represent a reasonable cost to the County and be generally consistent with the rates

1 established by the General Services Administration (GSA). Excess charges greater
2 than the allowances listed below in Subdivisions (B) and (C) may be authorized under
3 special conditions, such as a convention or conference requirement (e.g., lodging at the
4 hotel where the conference is held) or if County business requires lodging and meals in
5 an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA).
6 Employees may be reimbursed for expenses in high cost areas for the actual cost
7 incurred, but generally not to exceed the per diem amounts established by the GSA for
8 that area and month. Receipts are mandatory to obtain reimbursement for all lodging
9 expenses, and except as provided below, for all meal expenses claimed.

10 (B) An employee may be reimbursed for lodging expenses at
11 actual cost, generally not to exceed the standard lodging per diem rate as established
12 by the GSA, except as otherwise provided in Subdivision (A) above.

13 (C) Except as otherwise provided in Subdivision (A) above,
14 reimbursements for meal expenses for up to three separate meals per day may be
15 provided as follows:

16 (I) With receipts. An employee may be reimbursed for
17 meal expense at actual cost not to exceed eleven dollars (\$11.00) for breakfast; fifteen
18 dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all plus tax and up
19 to 15 percent gratuity.

20 (II) Without receipts. An employee may be reimbursed for
21 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine
22 dollars (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to
23 15 percent gratuity.

24 (D) Where the cost of a meal is included as part of a registration
25 charge for an event (e.g., continental breakfast at a conference or training seminar) or in
26 the cost of lodging, an employee may not claim reimbursement for that meal.

27 (8) Expense Advances. Advancement of funds for business expenses
28 can be obtained from the Auditor-Controller/Treasurer/Tax Collector's Office through

1 submission of the appropriate form. Advancements shall not exceed the per diem
2 allowances set forth herein. The minimum amount to be advanced is \$50.00.

3 (9) County Credit Cards. The appointing authority may issue a County
4 credit card to an employee and require business expenses be paid for with said card. If
5 unauthorized charges are placed on the card, the employee shall be required to
6 reimburse the County.

7 (k) Medical Insurance and Retirement System Contributions.

8 (1) Medical Insurance Contributions.

9 (A) Section 125 Premium Conversion Plan.

10 (I) Eligible employees shall be provided with a Section
11 125 premium conversion plan. The purpose of the plan is to provide employees a
12 choice between paying premiums with either pre-tax salary reductions or after-tax
13 payroll deductions for medical insurance, dental insurance, vision insurance, voluntary
14 life (to the Internal Revenue Service (IRS) specified limit) and accidental death and
15 dismemberment insurance premiums currently maintained for Exempt Group
16 employees or any other programs(s). The amount of the pre-tax salary reduction or
17 after-tax payroll deduction must be equal to the required insurance premium.

18 (II) Medical and dental coverage elections shall not
19 reduce earnable compensation for purposes of calculating benefits or contributions for
20 the SBCERA.

21 (III) To be eligible for the Section 125 premium conversion
22 plan, an employee must be eligible to participate in medical, dental, vision, AD&D,
23 and/or life insurance and have a premium deduction for these benefit plans.

24 (IV) Election of pre-tax salary reductions and after-tax
25 payroll deductions shall be made within 60 days of the initial eligibility period in a
26 manner and on such forms designated by Human Resources. Failure to timely submit
27 appropriate paperwork will result in after-tax payroll deductions for all eligible premiums
28 for the remainder of the plan year.

(V) 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 IRS rulings and regulations, and consistent with the County's Section 125 plan document. The employee must submit request for a change due to a mid-year qualifying event within 60 days of the qualifying event.

(B) Medical and Dental Subsidies.

(I) The County has established a medical premium subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible employees. The MPS shall be applied first to medical plan premiums and then to dental plan premiums. The applicable MPS amount shall be paid directly to the providers of the County-sponsored medical and dental plans in which the eligible employee has enrolled. In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

Effective 7/17/21 the following MPS amounts apply:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only | \$130.47 | \$260.93 |
| Employee + 1 | \$205.50 | \$411.00 |
| Employee + 2 | \$288.37 | \$576.74 |

Effective 7/16/22 the following MPS amounts apply:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only | \$143.11 | \$286.21 |
| Employee + 1 | \$225.41 | \$450.82 |
| Employee + 2 | \$316.31 | \$632.61 |

Effective 7/15/23 the following MPS amounts apply:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only | \$151.83 | \$303.66 |
| Employee + 1 | \$239.16 | \$478.31 |
| Employee + 2 | \$335.59 | \$671.18 |

1 Effective 7/13/24 the following MPS amounts apply:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only | \$160.56 | \$321.11 |
| Employee + 1 | \$252.09 | \$505.80 |
| Employee + 2 | \$354.88 | \$709.75 |

6 Effective 7/12/25 the following MPS amounts apply:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---------------|------------------------------|------------------------------|
| Employee Only | \$169.28 | \$338.56 |
| Employee + 1 | \$266.65 | \$533.29 |
| Employee + 2 | \$374.16 | \$748.32 |

11 (II) The County has established a dental premium
12 subsidy (DPS) for all employees who are enrolled in both County-sponsored medical
13 and dental coverage whose premium costs for medical and dental exceeds the MPS.
14 The amount of the DPS shall be up to \$9.46, but not to exceed the combined total of the
15 employee's out-of-pocket premium expenses.

16 (III) Eligibility for MPS and DPS While on Leave.

17 (i) FMLA/CFRA. Employees who are on
18 approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are
19 less than the required number of hours designated in Subsection 13.0613(f)(1) above
20 will continue to be enrolled in a County-sponsored medical plan and receive MPS and
21 DPS in accordance with applicable law.

22 (ii) Pregnancy Disability Leave (PDL). An
23 employee on an approved pregnancy disability leave is eligible for continuation of MPS
24 and DPS in accordance with PDL, Government Code section 12945.

25 (iii) Workers' Compensation. Employees who are
26 on an approved leave based on an approved workers' compensation claim shall
27 continue to receive the MPS and DPS for up to a total of 20 pay periods while off work
28 due to that work injury as long as the employee pays his or her portion of the premiums

1 on time. If any subsequent workers' compensation claims occur during the initial 20 pay
2 periods, the remaining MPS eligibility from the original claim shall run concurrent with
3 any additional approved workers' compensation claims that occur during the initial
4 claim. For example, if the employee is receiving the MPS and DPS for 20 pay periods
5 for an injury and after ten pay periods another workers' compensation claim is approved
6 and the employee is eligible to receive the MPS and DPS for an additional 20 pay
7 periods, ten pay periods will run concurrent with the initial claim, for a total of 30 pay
8 periods. Employees who are still on workers' compensation after the expiration of the
9 initial 20 pay periods shall continue to receive MPS and DPS provided the employee is
10 fully integrating appropriate paid leave time.

11 (iv) Short Term Disability. Employees who are fully
12 integrating paid leave time with short-term disability (STD) insurance provided by the
13 County or State Disability Insurance (SDI) shall continue to receive the MPS and DPS.

14 (v) Per Episode of Illness or Injury. Employees
15 who are on an approved medical leave of absence and whose paid hours in a pay
16 period are less than the required number of hours will continue to receive the benefits of
17 this Subdivision for up to six pay periods per episode of illness or injury.

18 (2) Retirement System Contributions.

19 (A) County Contributions. The County shall pay all required
20 employer contributions to the San Bernardino County Employee's Retirement
21 Association (SBCERA).

22 (B) Employee Contributions. All employee Retirement System
23 contribution obligations shall be "picked up" for tax purposes only pursuant to this
24 section. The Auditor-Controller/Treasurer/Tax Collector has implemented the pickup of
25 such retirement system contributions under Internal Revenue Code subsection
26 414(h)(2).

27 The County shall make member contributions under this
28 subdivision on behalf of the employee which shall be in lieu of the employee's

1 contributions and such contributions shall be treated as employer contributions for
2 purposes of reporting and wage withholding under the Internal Revenue Code and the
3 Revenue and Taxation Code. The amounts picked up under this subdivision shall be
4 recouped through offsets against the salary of each employee for whom the County
5 picks up member contributions. These offsets are akin to a reduction in salary and shall
6 be made solely for purposes of income tax reporting and withholding. The member
7 contributions picked up by the County under this subdivision shall be treated as
8 compensation paid to County employees for all other purposes. County-paid employer
9 contributions to SBCERA under this subdivision shall be paid from the same source of
10 funds used in paying the salaries of the affected employees. No employee shall have
11 the option to receive the retirement system contribution amounts directly instead of
12 having them paid to SBCERA.

13 Until retirement or separation, all contributions picked up under this
14 subdivision will be considered for tax purposes as employer-paid contributions.

15 (C) Special Provisions.

16 (I) Except as provided below, employees who have 30
17 years of service credit shall not be paid in cash seven percent of earnable
18 compensation. Employees with at least 25 years of service as set forth in Government
19 Code section 31625.3 as of June 18, 2011, and who either already have or thereafter
20 attain 30 years of service credit as set forth in Government Code section 31625.3 shall
21 have one opportunity during the employee's employment to receive cash payments of
22 seven percent of earnable compensation for up to 26 consecutive pay periods.

23 (II) Employees who are over the age of 60 at the time of
24 hire, and who are in a regular position, and who choose not to be a member of
25 SBCERA, shall be enrolled in the County's 401(k) Salary Savings Plan. The County
26 shall contribute the applicable percent of the employee's biweekly salary as defined in
27 Subsection 13.0613(q) to the Plan, and the employee shall contribute a minimum of
28 three percent of biweekly salary to the plan, not to exceed the annual limits of the Plan

1 as defined in the Internal Revenue Code.

2 (D) Survivor Benefits. Survivor Benefits are payable to
3 employed general retirement members with at least 18 months continuous retirement
4 membership pursuant to Government Code section 31855.12. An equal, non-
5 refundable employer and employee biweekly contribution will be paid to SBCERA as
6 provided in the annual actuarial study.

7 (E) Special Provisions for Exempt Safety Employees. The
8 following Subdivision shall apply to all members of the Exempt Group who are safety
9 members of SBCERA as defined in Government Code section 31469.3, on October 1,
10 2003.

11 For Tier 1 safety members of SBCERA, the County adopted a
12 resolution making Government Code section 31664.1 applicable to safety members,
13 effective October 1, 2003. The County also adopted a resolution pursuant to
14 Government Code section 31678.2, applying the formula set forth in Government Code
15 section 31664.1 applicable to all prior safety service credit for every eligible employee
16 under this Subdivision.

17 For Tier 2 safety members, the applicable retirement formula is as
18 provided by applicable law.

19 (3) Flexible Spending Account (FSA) for Medical Related Expenses.

20 (A) General. The County has established a Medical Expense
21 Reimbursement Plan, also known as a Flexible Spending Account (FSA). This plan has
22 been established in accordance with the provisions of Internal Revenue Code section
23 125. Human Resources will serve as the FSA Plan administrator and will administer the
24 FSA in accordance with the County's plan document. The FSA's plan year will coincide
25 with the County's benefit plan year.

26 (B) Eligible employees may contribute to the FSA, on a pre-tax
27 basis, an amount up to the Internal Revenue Code's annual maximum. This annual
28 contribution is made by the employee via equal biweekly payroll deductions. The

1 County will also contribute up to \$40.00 per biweekly pay period, matching Exempt
2 employee contributions dollar for dollar. Effective February 1, 2020, the County will
3 contribute up to an additional \$10.00 per biweekly pay period, matching Exempt
4 employee contribution dollar for dollar, for employees who select the County-sponsored
5 Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in
6 the FSA. FSA participants must elect to enroll each year in order to continue
7 participation. Upon enrolling in the FSA, employees may not change their designated
8 biweekly contribution amount or discontinue making contributions for the remainder of
9 the plan year except as permitted by the Internal Revenue Code. Any unused amounts
10 remaining in an employee's FSA account at the end of the Plan year shall be forfeited
11 except as permitted by the Internal Revenue Code and the County's plan document.
12 Contributions made to the FSA may be used for receiving non-taxable reimbursements
13 of eligible medical expenses not covered by insurance. Eligible reimbursable expenses
14 are those medical expenses that qualify as determined under Internal Revenue Code
15 section 213.

16 (4) Retirement Medical Trust Fund. A Retirement Medical Trust Fund
17 (RMT) has been established. Exempt Group employees with five or more years of
18 participation in SBCERA are eligible to participate. The trust is a Voluntary Employee
19 Benefit Association (VEBA) and will comply with all the provisions of Internal Revenue
20 Code section 501(c)(9).

21 The Retirement Medical Trust Fund will be administered by Human
22 Resources as the plan administrator in accordance with the plan document and
23 applicable law.

24 (A) Sick Leave Conversion Eligibility. Exempt Group employees
25 with five or more years of participation in SBCERA are eligible to participate in the Trust.
26 The purchase of additional retirement credit or other retirement service credit and/or
27 participation in other public sector retirement systems may be counted towards the five
28 year service requirement provided that the employee has not withdrawn their

1 contributions from the system(s) and the employee is also a member of SBCERA.

2 Employees who wish to receive credit for participation in other
3 public retirement systems must provide the Plan Administrator written evidence of
4 participation and that contributions made to the system(s) have not been withdrawn.

5 (B) Sick Leave Conversion Formula. At separation from County
6 service for reasons other than death, all eligible employees will be required to contribute
7 the cash value of their unused sick leave balances to the Trust at the rate of 80 percent
8 of the cash value of unused sick leave hours, up to a maximum of 1,500 hours.

9 (C) County Contribution. The County will contribute to the RMT
10 as follows:

| Years of Service | Percentage of Base Salary* |
|---------------------------|----------------------------|
| Exempt – 5-9 years | 2.00% |
| Exempt – 10-15 years | 2.75% |
| Exempt – 16 or more years | 3.75% |

14 *For purposes of the RMT contribution, base salary is as defined in the RMT plan
15 document.

16 (I) Tuition Reimbursement and Membership Dues. The County shall
17 establish an individual, departmental fund in the amount of \$1,000.00 for each fiscal
18 year for each regular employee in the Exempt Group to reimburse employees for tuition
19 costs incurred for job-related education or career development or to reimburse
20 membership dues in professional organization(s), provided each expenditure enhances
21 furtherance of County or continuing educational goals.

22 Requests for reimbursement must be approved in advance by the appointing
23 authority and shall not be paid in increments less than \$10.00 per fiscal year. The
24 individual department fund is in addition to department budgeted and mandated training
25 and memberships. The County shall also pay, in addition to the individual department
26 fund, the membership dues to the State Bar of California for all licensed attorneys in the
27 Exempt Group whose job duties require admission in the State Bar.

28 Employees who successfully complete job-related education or courses may

1 submit a request to be reimbursed beyond the limit of \$1,000.00 to their department
2 head or appointing authority for review. The department head or appointing authority
3 must then request and receive approval from the County Administrative Office to
4 reimburse beyond the limit of \$1,000.00 per fiscal year per employee. In order to be
5 eligible for tuition reimbursement under this provision, the employee must take such
6 course work outside regular work hours and shall do no productive work for the County
7 while attending the courses.

8 If the reimbursement is approved and paid to the employee, and the employee
9 leaves the County prior to completing two years of County service after completing the
10 job-related education or coursework, the employee will reimburse the County according
11 to the following schedule:

| Job-related education/course completion date | Reimbursement |
|--|---------------|
| Within 9 months | 100% |
| After 9 months, through 18 months | 50% |
| After 18 months, through 24 months | 25% |
| After 24 months | 0% |

16 Benefits under the Tuition Reimbursement and Membership Dues Subdivision
17 shall be pro-rated for job share and part-time employees.

18 (m) Tuition Loan Repayment. The County shall establish a Tuition Loan
19 Repayment Program to assist the Exempt group with student loan obligations and
20 encourage continued County employment.

21 (1) Eligibility requirements - all requirements must be met before the
22 employee is deemed eligible for loan repayment assistance:

23 (A) The employee is employed in a regular full time exempt
24 classification.

25 (B) The employee fully completes the County's Student Loan
26 Repayment Application.

27 (C) The employee submits proof of the following:

28 (I) A qualifying degree.

1 (II) Current statements from an unpaid loan.

2 (III) The employee is in paid status in the pay period the
3 repayment is made.

4 (IV) The employee is not participating in another tuition
5 loan repayment program. This does not include participation in any loan forgiveness
6 program.

7 (V) Employee's last Work Performance Evaluation rating
8 is a "meets standards" or above and not on a work performance improvement plan.

9 (VI) Employee is not on a current leave restriction plan.

10 (2) Terms of Loan Repayment Assistance: Employees with 2 or more
11 years of continuous service with the County may apply for tuition loan repayment.
12 Continuous service is defined as the total length of service from an employee's most
13 recent beginning (hire) date in a regular position with no separation from County
14 employment. Employees must complete a new application and submit supporting
15 documentation for each disbursement for loan repayment. Any additional annual
16 incentive will require completion of new one-year continuous periods of Qualifying
17 Service on and after the date of the implementation of this provision. In no event will the
18 payments be combined. If the application meets County requirements, the payment
19 shall be as follows:

20 (A) After completion of 2 continuous years with the County: A
21 single payment of up to \$1,000.

22 (B) After completion of 3 continuous years with the County: A
23 single payment of up to \$1,500.

24 (C) After completion of 4 continuous years with the County: A
25 single payment of up to \$2,000.

26 (D) After completion of 5 continuous years with the County: A
27 single payment of up to \$2,500.

28 (E) After completion of 6 continuous years with the County: A

1 single payment of up to \$3,000.

2 Payment shall not exceed the total amount of \$10,000 per employee.
3 Eligible employees may receive the payment within thirty days after approval of the
4 required documentation.

5 (3) Restrictions

6 (A) Employee must have one or more qualifying student loans
7 (including private loans provided they qualify pursuant to all applicable State and
8 Federal laws, rules, and regulations).

9 (B) Degree must have been completed and employee must be
10 in active repayment of the loan.

11 (C) Loans must not be in default status. Employees must
12 provide a written statement from their lender(s) substantiating that the loan(s) are not in
13 default, dated within ten business days of the application for payment.

14 (D) Payments made on loans in the year prior to the repayment
15 request that are less than the maximum yearly repayment amount will be eligible for the
16 lesser amount paid only.

17 (E) Employees who separate from County employment are not
18 entitled to prorated payments.

19 (F) The lender information must be verified annually, and must
20 not be older than ten days prior to the application for payment.

21 (G) If loans have been consolidated, proof of consolidation must
22 be provided.

23 (H) Employees must show proof of loan payments for each of
24 the prior twelve consecutive months.

25 (4) Program Details

26 (A) Payment will be made directly to the employee through
27 EMACS. Payment will be subject to all required payroll deductions, and participants will
28 be responsible for any and all applicable taxes resulting from the payments they

1 receive.

2 (B) Qualifying Student Loan shall mean a loan (or the portion of
3 a loan, if consolidated) taken and used to cover the cost of an eligible qualifying degree.
4 The determination of whether or to what extent a loan is a Qualifying Student Loan shall
5 be made based on guidelines established by the Human Resources Department.

6 (C) Notwithstanding the foregoing, reimbursement under this
7 Section shall be made subject to any additional conditions approved by the appointing
8 authority.

9 (n) Conditions of Employment. Unless in the classified service, employees in
10 this group serve at the pleasure of their appointing authority.

11 Should a classified employee's position be abolished, the County will make
12 reasonable efforts to place the employee in a comparable County position based upon
13 the employee's skills, knowledge and abilities, as well as consideration for the
14 employee's length of service with the County. If reasonable efforts to place an exempt
15 classified employee in a comparable County position are unsuccessful, the employee
16 shall be subject to lay-off by written notification by the appointing authority or the Chief
17 Executive Officer, which notification shall be given at least ten working days prior to the
18 effective date of the layoff. An Exempt Group classified employee does not have any
19 bumping rights to other County positions.

20 (o) Automobiles.

21 (1) All County employees in Benefit Groups A and B, Assistant Sheriffs
22 and Sheriff's Deputy Chiefs, and the District Attorney Chief Investigator in a paid status
23 are eligible for a Category I County vehicle under this subdivision with the approval of
24 the Chief Executive Officer.

25 Such employees may use such vehicles for occasional personal use
26 provided they reimburse the County at the current motor pool variable rate per mile for
27 such use. All automobile users shall be taxed for such personal use in accordance with
28 state and federal tax law and regulation.

1 (2) All County employees in Benefit Groups A and B, Assistant Sheriffs
2 and Sheriff's Deputy Chiefs, and the District Attorney Chief Investigator in a paid status
3 shall receive a biweekly automobile allowance in the amount of \$561.54 with no mileage
4 reimbursement, provided they are not assigned a County vehicle pursuant to
5 Subsection 13.0613(o)(1) above and they provide a private vehicle for their own use on
6 County business. An employee who becomes eligible or ineligible for this benefit in the
7 middle of a pay period will receive a prorated sum of automobile allowance. Employees
8 selecting this allowance shall be required to have a vehicle available at all times for use
9 on County business. This allowance shall be considered complete reimbursement for
10 the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the
11 required vehicle.

12 (3) Effective June 20, 2020, the automobile allowance shall be reduced
13 from \$561.54 to \$461.54 per biweekly pay period. The reduced amount (\$100 per
14 biweekly pay period) shall be included in base salary of employees eligible for this
15 automobile allowance, as reflected in the salary schedules and tables as set forth in
16 Section 13.0613(c)(3), and as on file with Clerk of the Board of Supervisors.

17 (p) Administrative Leave. Effective pay period 1 of each year, an employee in
18 a regular position who is in paid status will be provided with 80 hours of administrative
19 leave time for the employee's use. An eligible employee in a regular position who is
20 part-time or job-sharing shall be eligible for a prorated number of administrative leave
21 hours based on regularly scheduled hours. Employees newly entering the Exempt
22 Group after the beginning of pay period 1 shall receive a prorated number of hours.
23 Such proration shall be based upon the remaining number of pay periods in the
24 calendar year nearest the employee's appointment. Employees not in paid status in
25 pay period 1 shall receive, upon return to paid status, a prorated number of
26 Administrative Leave hours based on the number of pay periods remaining in the
27 calendar year.

28 Administrative leave may be cashed out at the employee's then current base rate

1 of pay in increments of one hour, upon the approval of the appointing authority, during
2 the calendar year. Any Administrative Leave accrual balances in effect at the end of the
3 last pay period paid in the calendar year will automatically be paid at the employee's
4 then current base rate of pay. Employees may designate that cash outs of
5 Administrative Leave be contributed to the County's 401(k) Plan or 457(b) Deferred
6 Compensation Plan. Upon termination of employment, unused Administrative Leave
7 will be paid at the current rate of pay.

8 All elected officials, i.e., the County-wide elected officials and members of the
9 Board of Supervisors, are not eligible to receive administrative leave.

10 (q) Contributions to Salary Savings Plan.

11 (1) Biweekly contributions of Exempt Group employees to the County's
12 401(k) Defined Contribution Plan will be matched by a County contribution on the basis
13 of two times the employee's contribution. The biweekly contributions of Exempt Group
14 employees in Benefit Groups A, B, and C of up to four percent of biweekly base salary
15 will be matched by a County contribution of two times the employee's contribution, not
16 to exceed eight percent of an employee's biweekly base salary. The biweekly
17 contributions of Exempt Group employees in Benefit Group D to the County's 401(k)
18 Defined Contribution Plan of up to three percent of biweekly base salary will be matched
19 by a County contribution of two times the employee's contribution. The County
20 contribution shall not exceed six percent of an employee's biweekly base salary.

21 (2) Biweekly contributions of Exempt Group employees in Benefit
22 Groups A and B to the County's 457(b) Deferred Compensation Plan up to one percent
23 of biweekly base salary will be matched by a County contribution on the basis of one
24 times the employee's contribution. The County contribution shall not exceed one
25 percent of the employee's biweekly base salary. The County contribution shall be
26 deposited in the County's 401(a) Defined Contribution Plan.

27 (3) Biweekly contributions of Exempt Group employees in Benefit
28 Groups C and D to the County's 457(b) Deferred Compensation Plan up to one percent

1 of biweekly base salary will be matched by a County contribution of one-half times the
2 employee's contribution. The County contribution shall not exceed one-half percent of
3 the employee's biweekly base salary. The County contribution shall be deposited in the
4 County's 401(a) Defined Contribution Plan.

5 (r) Employment Interview Expenses and Moving Reimbursement.

6 (1) Interview Expense Reimbursement. For employees in Benefit
7 Group C and above, the appointing authority may approve reimbursement of interview
8 expenses incurred by external candidates upon proof/receipts provided. Such
9 reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport
10 transit. Employees must submit a request for reimbursement for employment interview
11 expenses within 90 days of hire date to be eligible for the reimbursement. Requests
12 submitted for reimbursement after 90 days from hire date will be denied, unless waived
13 by the appointing authority.

14 (2) Moving Expense Reimbursement.

15 (A) The Chief Executive Officer may approve moving expenses
16 up to but not exceeding \$10,000.00 for any employee new to County employment for
17 whom the Chief Executive Officer or the Board of Supervisors is the appointing authority
18 or any department head. The Chairperson of the Board of Supervisors may approve
19 such moving expenses for the Chief Executive Officer. Reimbursement of moving
20 expenses in excess of \$10,000.00 must be approved by the Board of Supervisors.

21 (B) The appointing authority may approve moving expenses up
22 to but not exceeding \$5,000.00 for employees new to County employment in Benefit
23 Group B or Benefit Group C, not covered by Subsection 13.0613(r)(2)(A), for moving
24 expenses authorized, incurred and documented as a result of accepting the position.

25 (C) For employees in Benefit Group D the following provision
26 applies. To assist with the recruitment and appointment of qualified individuals to hard-
27 to-recruit positions/classifications, upon request of the appointing authority, the Director
28 of Human Resources may authorize reimbursement of a new employee's relocation-

1 related expenses incurred as a result of accepting employment with the County, as
2 follows:

| Miles Relocated | Maximum Reimbursement |
|-----------------------|-----------------------|
| 250*—1,000 miles | \$1,000.00 |
| 1,001—2,000 miles | \$2,000.00 |
| More than 2,000 miles | \$2,500.00 |

3
4
5
6 *The 250-mile distance shall only apply if the relocation is from outside San Bernardino
7 County.

8 (D) Reimbursement may be provided to employees covered in
9 Subsections 13.0613(r)(2)(B) and 13.0613(r)(2)(C) upon initial employment with the
10 County, provided that the employee: (1) is appointed to a regular position; (2) submits
11 original receipts documenting expenses incurred; and (3) agrees to remain employed in
12 the regular position for at least 12 months. Such employees must submit a request for
13 reimbursement for moving expenses within 90 days of hire date to be eligible for the
14 reimbursement. Requests submitted for reimbursement after 90 days from hire date will
15 be denied, unless waived by the appointing authority.

16 If the employee voluntarily resigns employment prior to completion
17 of 12 months' service, the employee shall be required to reimburse the County for any
18 payment made under this subdivision.

19 (s) Peace Officer Standards and Training Pay.

20 (1) General. Peace Officer Standards and Training (POST) certificates
21 are awarded to peace officers who achieve increasingly high levels of education, training,
22 and experience in his or her pursuit of professional excellence. POST base rate of pay
23 adjustments will be uniformly maintained for all County employees.

24 (2) Qualification. An Exempt Group law enforcement employee, other
25 than the elected Sheriff, in the Sheriff's Department or District Attorney's Office who
26 obtains an Advanced Certificate shall have his or her base rate of pay increased in
27 accordance with the table and procedures set forth below. An Exempt Group law
28 enforcement employee, other than the elected Sheriff, in the Sheriff's Department or

District Attorney's Office who obtains a Supervisory Certificate, or a higher POST certificate, or a master's degree earned through attendance at an accredited university or college, shall have his or her base rate of pay increased in accordance with the table and procedures set forth below. If an employee obtains a Supervisory Certificate and has his or her base rate of pay increased as set forth below, and thereafter obtains a higher POST certificate or a master's degree, the employee will receive no further increase in his or her base rate of pay.

(3) Rates.

(A) The rates for POST pay are as follows:

| Classification | POST Pay - Flat Amount | |
|--|------------------------|---------------------------|
| | Advanced POST (hourly) | Supervisory POST (hourly) |
| Deputy Director, Sheriff's Coroner | \$2.74 | \$4.16 |
| District Attorney Assistant Chief Investigator and Sheriff's Captain | \$3.16 | \$4.79 |
| Sheriff's Deputy Chief | \$3.74 | \$5.66 |
| District Attorney Chief Investigator | \$3.39 | \$5.14 |
| Assistant Sheriff | \$4.12 | \$6.23 |
| Undersheriff | \$4.53 | \$6.85 |

(B) Effective January 21, 2017, the County added the flat dollar amounts in the table above to the then existing base rate of pay to establish a higher base rate of pay for the employees described in this section who obtained an Advanced Certificate and/or a Supervisory Certificate, or a higher POST certificate, or a master's degree. Once the new higher base rate of pay was established, the County established a new POST Pay of two percent. Effective January 16, 2021, the County shall establish a new POST Pay of three percent. The initial granting of this POST increase to three percent is subject to the discretion of the Chief Executive Officer based on the availability of financial resources. Effective January 29, 2022, the County shall establish a new POST Pay of four percent. Effective January 28, 2023, the County shall establish a new POST Pay of five percent.

(C) Effective July 18, 2020, the County shall establish a new

1 POST base pay for employees who obtain a Management POST Certificate. This
2 POST base pay shall be approximately \$1.79 per hour above POST base pay effective
3 July 18, 2020, for a Supervisory Certificate or a master's degree. The initial
4 establishment of this new POST base pay for a Management POST certificate is subject
5 to the discretion of the Chief Executive Officer based on the availability of financial
6 resources.

7 (4) Procedure. The employee shall submit a written request for POST
8 pay to the department with an attached copy of the appropriate POST certificate or
9 official transcript from the accredit university or college. This POST pay shall start the
10 first full pay period following receipt by the County of a valid POST certificate or official
11 transcript. The County shall submit to POST in an expeditious manner, applications by
12 affected employees for the certificates described above.

13 (t) Dependent Care Assistance Plan. The purpose of this Section 125
14 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an
15 election to pay for certain dependent care expenses with salary reduction from
16 compensation contributed to the plan before federal income or social security taxes are
17 paid to the IRS ("Salary Reduction") in accordance with Internal Revenue Code sections
18 125 and 129 and regulations issued pursuant thereto. The DCAP shall be construed to
19 comply with said code sections and to meet the requirements of any other applicable
20 provisions of law. The DCAP will be administered by Human Resources in accordance
21 with the DCAP plan document and applicable law.

22 (1) To be eligible for this benefit, an employee must be in a regular
23 position.

24 (2) Enrollment in the plan is required every plan year and is limited to
25 the annual open enrollment period or no later than 60 days following the date of
26 becoming eligible due to a mid-year change in status event. Failure to submit a
27 participation agreement within the time frame shall result in an election to not participate
28 in the plan.

1 (3) An employee must elect to contribute to the DCAP through salary
2 reduction on forms approved by Human Resources. An employee election to
3 participate shall be irrevocable for the remainder of the plan year. Once a salary
4 reduction has begun, in no event will changes in elections be permitted during the plan
5 year except to the extent permitted under IRS rulings and regulations and with the plan
6 document.

7 (4) Pursuant to Internal Revenue Code section 125, any amounts
8 remaining in the employee's account at the end of a plan year must be forfeited except
9 as permitted by the Internal Revenue Code and the plan document.

10 (u) Vacant Higher Position. Employees directed to continuously perform
11 duties in a vacant higher level regular position for which funds have been appropriated,
12 shall be entitled to a salary rate increase to the higher level for the time actually worked
13 in excess of 160 hours, unless specifically waived by the employee; provided, however:

14 (1) The appointing authority certifies to the Director of Human
15 Resources, in writing at the time of appointment, that the employee meets minimum
16 qualifications and is assigned and held responsible to fully perform all of the duties
17 normally associated with the higher level position without limitation as to difficulty or
18 complexity of assignments or consequence of action and that the employee shall be
19 required to meet standards for satisfactory performance normally required at the higher
20 level position; and

21 (2) A written request for salary rate increase to the higher level is
22 directed to the Director of Human Resources for approval; such increase to the higher
23 level shall be determined as if the assignment had been a promotion.

24 It shall be the responsibility of the appointing authority to initiate such
25 requests and to provide a copy of such request to the employee. Written requests may
26 also be made by the employee through the appointing authority in the same manner.
27 Requests for a salary rate increase should be initiated during the first 30 calendar days
28 of such assignment. Requests for retroactive payment of a salary increase must be

1 filed as soon as possible, but not later than one calendar year after assignment of the
2 higher level duties and must be approved by the Director of Human Resources. Failure
3 to meet this time limitation shall waiver any and all rights to retroactive pay.

4 The duration of such assignments to vacant higher positions are not
5 intended to exceed one calendar year except in unusual circumstances approved by
6 both the appointing authority and the Director of Human Resources or designee. Such
7 assignments in all circumstances are temporary assignments and at the conclusion of
8 such assignments the respective employee shall be returned to his or her previous
9 classification. Appointments to regular positions of trainees or underfills are exempt
10 from the provisions of this section. Further, this section does not apply to a situation in
11 which there is no vacant higher-level position for which funds have been appropriated.
12 Addition of duties of a higher-level classification to any employee's regular position shall
13 be governed by the Special Assignment Compensation section or the Personnel Rules
14 on Classification, as appropriate. For purposes of this section, a vacant position is
15 defined as an authorized regular position for which funds have been appropriated and
16 which may be: (1) An unoccupied position due to attrition and for which the appointment
17 process has been initiated; (2) A position from which the incumbent is on extended
18 leave of absence; or (3) A new position authorized by the Board of Supervisors for
19 which the appointment process has been initiated.

20 (v) Personnel Rules. Notwithstanding any other provision in the County Code
21 or the Personnel Rules, those serving in classified service positions have appeal rights
22 under the Personnel Rules, except as otherwise provided herein. Any such appeals
23 shall be heard by a hearing officer selected from the Civil Service Commission Hearing
24 Officer list and appointed by the Civil Service Commission or, upon mutual agreement
25 of the appellant and the County, shall be heard by the Civil Service Commission. If the
26 appeal is heard by a hearing officer, the Civil Service Commission shall either accept or
27 reject the hearing officer's findings and recommendations within 30 days of receipt by
28 the Commission.

1 The only grounds for rejection of the hearing officer's decision must be for one of
2 the following and the rejection must include specific detail in writing:

3 (1) The recommendation was procured by corruption, fraud, or other
4 undue means;

5 (2) There was corruption on the part of the hearing officer;

6 (3) The rights of a party were substantially prejudiced by the
7 misconduct of the neutral hearing officer;

8 (4) The hearing officer exceeded his or her powers;

9 (5) The rights of a party were substantially prejudiced by the refusal of
10 the hearing officer to postpone the hearing upon sufficient cause being shown therefore,
11 or by the refusal of the hearing officer to properly include or exclude evidence material
12 to the controversy.

13 Should such be the case, the Commission must state in writing specific
14 reason(s) for the decision (1, 2, 3, 4, or 5) and subsequently conduct and complete a full
15 and fair evidentiary hearing on the appeal within 30 days of rejecting the hearing
16 officer's findings and recommendations unless the hearing cannot for good cause be
17 completed within 30 days.

18 Those serving in unclassified positions do not have civil service appeal
19 rights as they serve at the pleasure of the appointing authority. Positions in the Exempt
20 Group shall not have rights to the classification appeal procedures under the Personnel
21 Rules.

22 (w) Reemployment.

23 (1) A regular employee who has separated County employment, and
24 who is subsequently rehired in the same classification in a regular position within one
25 year (i.e., beginning the first day of work by the 365th calendar day), may receive
26 restoration of salary step, vacation accrual rate, and sick leave balance, unless the
27 employee has received payment for unused sick leave in accordance with the
28 Retirement Medical Trust Subdivision, subject to the approval and conditions

1 established by the appointing authority and the Director of Human Resources. Such
2 employees begin accruing vacation and sick leave and may utilize the same
3 immediately. Restoration of retirement contribution rate shall be in accordance with
4 applicable State law and in compliance with any requirements established by SBCERA.
5 The employee shall be required to serve a new probationary period, unless waived by
6 the Director of Human Resources. The employee shall be provided a new date of hire
7 for purposes of County seniority.

8 (2) A regular employee who has separated County employment and
9 who is subsequently rehired to a regular position in the same job family within one year,
10 (i.e., beginning the first day of work by the 365th calendar day), may receive restoration
11 of vacation accrual rate, sick leave, and retirement contribution rate in the same manner
12 as described above. Such employees begin immediately accruing vacation and sick
13 leave and may utilize the same immediately. The employee shall be required to serve a
14 new probationary period, unless waived by the Director of Human Resources. The
15 employee shall be provided a new date of hire for purposes of County seniority.

16 (3) A regular employee who has separated County employment, and
17 who is subsequently rehired to a regular position in another job family within a 90
18 calendar day period, must begin the first day of work within 90 calendar days and
19 beginning the first day of work by the ninety-first day, may receive restoration of salary
20 step (in the instance of rehire in a classification at the same pay range as the position
21 originally held), vacation accrual rate, sick leave and retirement contribution rate in the
22 same manner as described above. The employee shall be required to serve a new
23 probationary period, unless waived by the Director of Human Resources. The
24 employee shall be provided a new date of hire for purposes of County seniority.

25 (4) Reemployment from Layoff. A regular employee who has been laid
26 off from County employment and is subsequently rehired to a regular position shall be
27 reemployed in the same manner as described in the reemployment subdivision.
28 Restoration of retirement contribution rate shall be in accordance with applicable state

1 law and in compliance with any requirements established by SBCERA.

2 (5) For purposes of this subdivision, a regular employee shall mean an
3 employee in a regular position who held regular status in any classification during the
4 previous period of County employment.

5 (x) Recruitment and Referral Bonus Programs.

6 (1) General. The County shall make available to appointing authorities'
7 recruitment and referral incentive (bonus) programs to assist in the recruitment and
8 appointment of qualified individuals into hard-to-recruit regular positions in the Exempt
9 Group, in accordance with the guidelines established herein.

10 (2) Program Applicability. Appointing authorities may request
11 authorization to apply the recruitment and/or referral incentive program(s) to assist in
12 filling regular positions in their departments. To apply, said position/classification must
13 have had historical/demonstrable recruitment difficulty. The Director of Human
14 Resources shall have the sole authority to determine the applicability and duration of
15 these program(s) to each requested position/classification and shall certify applicability
16 of the program(s) for each position, by assignment, department, and beginning and
17 ending dates. Such determinations shall not be subject to any review or appeal.

18 (3) Recruitment Bonus. An employee hired into a regular
19 position/classification certified for participation in this program shall be eligible to receive
20 recruitment bonuses in accordance with the following:

21 (A) Bonus Amount and Method of Payment.

22 (I) The eligible employee hired into a position/
23 classification that is a department head or for whom the Chief Executive Officer or
24 Board of Supervisors is the appointing authority shall receive \$2,500.00 upon hire and
25 an additional \$2,500.00 upon completion of 2,080 service hours in the
26 position/classification for which the original bonus was granted.

27 (II) The eligible employee hired into a position/
28 classification in Benefit Group B or Benefit Group C, not covered by Subsection

1 13.0613(x)(3)(A)(I), shall receive \$1,500.00 upon hire and an additional \$1,500.00 upon
2 completion of 2,080 service hours in the position/classification for which the original
3 bonus was granted.

4 (III) The eligible employee hired into a position/
5 classification in Benefit Group D shall receive no less than \$500.00 and no more than
6 \$1,000.00 upon hire and an additional \$1,000 upon completion of 2,080 service hours in
7 the position/classification for which the original bonus was granted.

8 (IV) Each bonus payment shall be considered taxable
9 income and subject to withholding.

10 (B) Limitations and Exclusions.

11 (I) No bonus will be paid for any candidate whose name
12 was placed on the eligible list for positions in the classification prior to the beginning
13 date certified by the Director of Human Resources for that classification to be eligible for
14 participation in the referral bonus program. Similarly, no bonus will be paid for any
15 candidate whose name was placed on the eligible list for positions in the classification
16 after the ending date certified by the Director of Human Resources for that classification
17 to be eligible for participation in the referral bonus program.

18 (II) The bonus payment shall not be considered in
19 determining regular rate of pay for purposes of computing overtime compensation.

20 (III) The appointing authority shall have sole responsibility
21 and authority to determine eligibility for the second installment of the recruitment bonus.
22 Such determination shall not be subject to review or appeal.

23 (4) Referral Bonus. Any employee in a regular position who refers a
24 qualified candidate for a position/classification certified for participation in this program
25 who is subsequently hired into the regular position may receive a referral bonus in
26 accordance with the following:

27 (A) Method of Referral. To be eligible for the recruitment bonus,
28 the County application for employment must contain the name of the referring employee

1 on the application.

2 (B) Bonus Amount and Method of Payment. The referring
3 employee shall receive a bonus of \$250.00 for each referred candidate actually hired
4 into an eligible regular position. An additional \$500.00 shall be paid upon that new
5 employee's completion of 2,080 service hours. Said bonus shall be considered taxable
6 income and subject to withholding.

7 (C) Limitations and Exclusions.

8 (I) No bonus will be paid for any candidate whose name
9 was placed on the eligible list for positions in the classification prior to the beginning
10 date certified by the Director of Human Resources for that classification to be eligible for
11 participation in the referral bonus program. Similarly, no bonus will be paid for any
12 candidate whose name was placed on the eligible list for positions in the classification
13 after the ending date certified by the Director of Human Resources for that classification
14 to be eligible for participation in the referral bonus program.

15 (II) Individuals assigned to employee recruitment as a
16 primary function of their position shall not be eligible to receive this bonus.

17 (III) In cases where more than one employee is named as
18 a "referring party," the referral bonus shall be equally split between the referring
19 employees.

20 (IV) In cases where the referred employee resigns,
21 transfers out of the eligible position, or is terminated prior to completion of 2,080 service
22 hours, the additional \$500.00 shall not be paid.

23 (V) The referral bonus payment shall not be considered in
24 determining regular rate of pay for purposes of computing overtime compensation.

25 (VI) The appointing authority shall have sole responsibility
26 and authority to determine eligibility for the second installment of the referral bonus.
27 Such determination shall not be subject to review or appeal.

28 (y) County Counsel Legal Service Classification.

1 (1) Application. This section shall apply to all Deputy County Counsel
2 classifications.

3 (2) Service. The term “service” means service which the appointing
4 authority finds to be good or superior in work performance and conduct.

5 (3) Hiring. With the approval of the County Counsel, experienced
6 attorneys may be hired in a classification and at a variable entrance rate commensurate
7 with demonstrated experience, ability, and the needs of the County. Attorneys without
8 experience may be hired as a Deputy County Counsel I at the appropriate entrance step
9 of the applicable salary range.

10 (4) Deputy County Counsel I. After a period of 1,040 hours of service
11 in a Deputy County Counsel I classification, an attorney shall be advanced one step
12 increment to the next step within the applicable salary range. After an additional 1,040
13 hours of service, the Deputy County Counsel I shall be promoted to a Deputy County
14 Counsel II classification. The Deputy County Counsel I shall be terminated if it is found
15 that such promotion is not merited. An attorney hired as a Deputy County Counsel I at
16 some step other than step 1 because of experience, ability, or needs of the County may,
17 after 1,040 hours of service, be promoted to a Deputy County Counsel II classification
18 upon the recommendation of the appointing authority.

19 (5) Deputy County Counsel II. After a period of 1,040 hours of service
20 in the Deputy County Counsel II classification, an attorney shall be advanced one step
21 increment. After an additional period of 1,040 hours of service, the Deputy County
22 Counsel II shall be advanced one step increment. After an additional period of not less
23 than 1,040 hours nor more than 2,080 hours of service, the Deputy County Counsel II
24 shall be promoted to a Deputy County Counsel III classification, or the Deputy County
25 Counsel II shall be terminated if it is found that such promotion is not merited.

26 (6) Deputy County Counsel III. After a period of 1,040 hours of service
27 in the Deputy County Counsel III classification, an attorney shall be advanced one step
28 increment. After an additional period of 1,040 hours of service, the Deputy County

1 Counsel III shall be advanced one step increment. After an additional period of not less
2 than 1,040 hours nor more than 2,080 hours of service, the Deputy Counsel III shall be
3 promoted to a Deputy County Counsel IV classification or the Deputy County Counsel III
4 shall be terminated if it is found that such promotion is not merited.

5 (7) Deputy County Counsel IV. After a period of 1,040 hours of service
6 in the Deputy County Counsel IV classification, an attorney shall be advanced one step
7 increment. Step advancements shall be in one step increments after completion of
8 each additional period of 1,040 hours of service until the top step for the classification is
9 reached.

10 (8) Attorneys shall be on probation for the entire time of service below
11 the Deputy County Counsel IV level. An attorney hired as a new employee in the
12 Deputy County Counsel III or Deputy County Counsel IV classification shall serve a
13 combined probationary and training period of 2,080 hours of service. Those promoted
14 to Deputy County Counsel IV from Deputy County Counsel III shall immediately acquire
15 regular status in the higher classification.

16 (9) Deputy County Counsel V. A Deputy County Counsel IV at the top
17 step of the Deputy County Counsel IV level may be promoted to a Deputy County
18 Counsel V. Eligibility for promotion to Deputy County Counsel V shall be pursuant to
19 criteria approved by the appointing authority. Employees promoted to Deputy County
20 Counsel V shall not obtain regular status as a Deputy County Counsel V as such
21 employee shall serve in a probationary status for the duration of the appointment as a
22 Deputy County Counsel V and may be removed from a Deputy County Counsel V
23 classification by the appointing authority at any time without any right to review or
24 appeal. Additionally, there shall be an annual review by the appointing authority of the
25 performance of each Deputy County Counsel V, and it shall be discretionary with the
26 appointing authority whether to continue each employee's Deputy County Counsel V
27 status. An employee who is removed as a Deputy County Counsel V shall be returned
28 to Deputy County Counsel IV status.

1 (10) Exceptional Service. An additional two range increase or an
2 additional four range increase in salary may be paid to attorneys for outstanding ability
3 or work for a period not to exceed 2,080 hours if such increase is: (1) jointly
4 recommended by the appointing authority and the Chief Executive Officer or his/her
5 designee.. Such additional compensation may be renewed each year and shall be
6 designated Exceptional Service Compensation. Employees in the classification of
7 Deputy County Counsel V shall not be eligible for compensation under this subdivision.

8 (11) Removal from Operation of Section. Upon request of the
9 appointing authority and the approval of the Civil Service Commission, an attorney may
10 be removed from the operation of this section.

11 (z) Bilingual Compensation. Upon the approval of the Director of Human
12 Resources or designee, employees in the Executive Assistant category of the Exempt
13 Group required by the appointing authority or designee to perform bilingual translation
14 involving the use of English and a second language (including American Sign
15 Language) as a condition of employment, shall be eligible for bilingual compensation in
16 the amount of \$45.00 per pay period. Such compensation shall apply regardless of the
17 total time required per day for such translation. Such employees must be certified as
18 competent in translation skills by Human Resources to be eligible for compensation.

19 (aa) (Repealed by Ord. 4270, passed - -2015).

20 (bb) (Repealed by Ord. 4270, passed - -2015).

21 (cc) Portable Communication Device Allowance. All County employees in
22 Benefit Groups A and B in a paid status, shall receive a biweekly portable
23 communication device allowance in the amount of \$92.31. An employee who becomes
24 eligible or ineligible for this benefit in the middle of the pay period will receive a prorated
25 amount.

26 The employee shall purchase a portable communication device capable of
27 sending and receiving cellular telephone calls, and capable of sending and receiving e-
28 mails to and from the County e-mail system. The County shall pay for any license and

1 set up expense for the device if any, and the employee shall pay for the equipment and
2 monthly voice and data plans.

3 (dd) Probationary Period. Unless a longer probationary period is otherwise
4 provided, all classified employees in the Exempt Group shall serve a probationary
5 period of one year or 2,080 hours.

6 (ee) (Repealed by Ord. 4306, passed - -2016).

7 (ff) Perfect Attendance. Employees in regular, full-time positions in Benefit
8 Groups C and D who do not utilize any sick leave, any leave (e.g., vacation) in lieu of
9 sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, short-term
10 disability partial/full integration, etc.), in a payroll calendar year (i.e., pay period one
11 through pay period 26 or 27, when applicable, of the same year), and who do not record
12 any sick leave without pay or absent without pay, medical emergency leave, or military
13 leave as provided by law during that year, shall accrue 16 hours of perfect attendance
14 leave, for use in the next calendar year. Failure to utilize perfect attendance leave
15 within the calendar year shall result in forfeiture of the same. Perfect attendance leave
16 may not be cashed out.

17 (gg) Healthy Lifestyles Program. The healthy lifestyle program is available to
18 employees in the Exempt Group. Under this program, Exempt Group employees are
19 eligible for reimbursement for health club membership up to \$324.00 on an annual
20 basis. Exempt Group employees are also eligible for an annual physical examination
21 through the Arrowhead Regional Medical Center.

22 (hh) Voluntary Time Off. The Voluntary Time Off (VTO) Program is intended to
23 provide Exempt Group employees a means of taking unpaid (i.e., non-compensated)
24 time off work, without losing the following benefits: medical premium subsidy, dental
25 premium subsidy, opt-out/waive amount, vision care, retirement medical trust employer
26 contribution, and life insurance which depend on the employee being in a paid status.
27 The following conditions apply:

28 (1) VTO may be taken in the same manner as vacation time except

1 that VTO must be used in one-hour increments and is limited to 80 hours per calendar
2 year.

3 (2) When VTO is taken, leave accruals continue as if the employee
4 was on paid time. VTO time counts as time worked toward satisfying the minimum hour
5 requirement to receive benefits, such as medical premium subsidy, dental premium
6 subsidy, opt-out/waive amount, County-paid life insurance, and County-paid vision care.

7 (3) VTO does not count as hours worked for purposes of computing
8 overtime, if applicable. County contribution to the retirement system under the
9 retirement system contributions subsection will only be paid if the employee is in a paid
10 status in any pay period in which VTO is used and the employee receives enough
11 earnings to pay his or her retirement contribution in that pay period.

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

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

19 (4) VTO may not be used for situations that would otherwise require
20 leave without pay, such as an employee on short-term disability, or in conjunction with
21 leave without pay.

22 (5) VTO is an entirely voluntary program. No employee may be
23 required to take VTO.

24 (6) VTO may be taken by request of the employee and upon approval
25 of the appointing authority.

26 (ii) Retirement Incentive. Eligible employees in identified classifications that
27 meet the requirements for a service retirement from the San Bernardino County
28 Employees' Retirement Association (SBCERA) and who retired on or before June 30,

1 2009, are eligible to receive a retirement incentive in the amount of \$250.00 for each
2 completed quarter of a year of current continuous service in a regular position with the
3 County, payable in five annual payments after retirement. Such annual payments shall
4 be made in July of each year. The Chief Executive Officer may exclude from eligibility
5 classifications or positions assigned to organizational units that must remain filled.

6 Unless waived by the Chief Executive Officer, vacant positions created by those
7 employees receiving the retirement incentive shall not be filled for a period of five years.
8 Alternatively, departments may fill vacated positions if other positions with an equivalent
9 cost savings remain vacant for a period of five years.

10 Payments to an eligible employee under this program who returns to work for the
11 County in any capacity after retiring shall be temporarily suspended until the employee
12 again separates from employment with the County.

13 (jj) (Repealed by Ord. 4306, passed - -2016).

14 (kk) Retention Pay (formerly Longevity Pay). Exempt Group employees,
15 except those persons who qualify for Probation Retention pay under Subsection
16 13.0613(oo), shall be eligible for retention pay above the base rate of pay, as indicated
17 below, based on total hours of completed continuous service with the County.
18 Retention pay shall be paid on all paid hours up to an employee's standard hours and
19 shall not be considered when determining the appropriate rate of pay for a promotion or
20 demotion.

| Total Completed Service | Compensation |
|--|--------------|
| 31,200 continuous service hours (15 years) | 2.0% |

23 For purposes of retention pay only, a year of completed County service is defined
24 as 2,080 service hours with the County.

25 (ll) Certified Public Accountant Stipend. The County shall establish a \$750.00
26 annual Certified Public Accountant (CPA) Stipend for employees in the following
27 classifications who attain and maintain a valid CPA license:
28

- 1 • Administrative Analyst I
- 2 • Administrative Analyst II
- 3 • Administrative Analyst III
- 4 • ARMC Chief Financial Officer
- 5 • Assistant Auditor-Controller/Treasurer/Tax Collector
- 6 • Assistant Executive Officer
- 7 • Auditor-Controller/Treasurer/Tax Collector Division Chief
- 8 • Auditor-Controller/Treasurer/Tax Collector Manager
- 9 • Chief Administrative Analyst
- 10 • Chief Deputy Treasurer
- 11 • County Chief Financial Officer
- 12 • Deputy Executive Officer
- 13 • HS Auditing Chief
- 14 • Principal Administrative Analyst
- 15 • Public Health Chief Financial Officer
- 16 • Public Works Chief Financial Officer
- 17 • Sheriff's Financial Manager

18 The annual CPA stipend shall be paid in a lump sum to eligible employees in
19 regular positions who are licensed CPAs and are in paid status in the pay period that
20 includes July 1 of each year. An eligible employee in a regular position who is part-time
21 or job-sharing shall be eligible for a prorated lump-sum payment based on regularly
22 scheduled hours. An employee who is licensed as a CPA after July 1, or who is
23 appointed after July 1, shall receive a prorated CPA stipend payment at the time of
24 licensure or appointment, as applicable. Such proration shall be based upon the
25 remaining number of pay periods in the fiscal year nearest his or her appointment.

26 Eligible employees who are not in paid status (i.e., not coding paid hours) in the
27 pay period that includes July 1 shall receive a prorated CPA stipend payment upon
28 return to paid status. Such proration shall be based upon the remaining number of pay

1 periods in the fiscal year nearest their return to paid status. However, an employee who
2 is not in paid status during the entire fiscal year (i.e., not in paid status from pay period
3 15 of one year through pay period 14 of the following year) shall not receive the annual
4 CPA stipend for the fiscal year(s) during which he or she was not in paid status at all.
5 For example, if an employee is not in paid status from June 2016 through September
6 2017, and then returns to paid status in October 2017, the employee shall receive a
7 prorated CPA stipend payment for FY 2017/2018 upon their return to paid status but
8 shall not receive the FY 2016/2017 stipend because the employee was not in paid
9 status for the entire 2016/2017 fiscal year. Any employee separating from County
10 employment at the conclusion of a leave of absence shall not receive the CPA stipend.

11 (mm) Auditing Pay Differential. Employees in the classifications designated
12 below who are required by the appointing authority to directly oversee the auditing
13 functions shall receive a differential of two percent above the employee's base rate of
14 pay for all hours actually worked, up to 80 hours per pay period:

- 15 • HS Auditing Chief
- 16 • Auditor-Controller/Treasurer/Tax Collector Manager
- 17 • Auditor-Controller/Treasurer/Tax Collector Division Chief

18 Audits must have resulted in the preparation of reports indicating the audits were
19 conducted in accordance with the AICPA, IIA, IFAC, GAGAS, SSAE or PCAOB or other
20 comparable national or international organization or state or federal regulation
21 standards and/or regulations. Eligibility for this differential is at the discretion of the
22 appointing authority.

23 (nn) Behavioral Health Medical Director Differential. The Behavioral Health
24 Medical Director shall receive a five percent differential above the employee's base rate
25 of pay provided such employee is certified as a Diplomate by the American Board of
26 Psychiatry and Neurology. The differential shall be paid for all hours actually worked up
27 to 80 hours per pay period.

28 (oo) Probation Retention Pay. The Chief Probation Officer, Assistant Chief

1 Probation Officer and Deputy Chief Probation Officers who fall within the definition of
 2 “safety member” under Government Code section 31469.4 and have completed 15 or
 3 more years of continuous completed service hours in a regular position shall receive
 4 Probation Retention pay above their base rate of pay, as indicated below, based on the
 5 total hours of continuous completed service in a regular position with the County.
 6 Probation Retention pay shall be paid on all paid hours up to an employee’s standard
 7 hours and shall be excluded when determining the appropriate rate of pay for promotion
 8 or demotion. Employees who qualify for Probation Retention pay shall begin to receive
 9 the pay following completion of the required service hours.

| Completed Continuous Service Hours | Compensation |
|--|--|
| 31,200 continuous service hours (15 years) | 2.0% |
| 41,600 continuous service hours (20 years) | An additional 2.0% for a total of 4.0% |
| 52,000 continuous service hours (25 years) | An additional 4.0% for a total of 8.0% |

13 For purposes of Probation Retention pay, a year of completed continuous service
 14 hours is defined as 2,080 service hours with the County.

15 (pp) Direct Deposit (Electronic Funds Transfer). All employees must make and
 16 maintain arrangements for the direct deposit of paychecks and reimbursements into the
 17 financial institution of their choice via electronic fund transfer. Employees who have not
 18 made such arrangements by the end of the 4th pay period after their date of hire shall
 19 be subject to disciplinary action. In cases where an employee is unable to make
 20 arrangements for electronic fund transfer, the Director of Human Resources may allow
 21 an exception to this subsection. Any exceptions granted may be reviewed periodically
 22 for continuation, subject to the approval of the Director of Human Resources.

23 Employees who fail to make arrangements for direct deposit shall receive
 24 paychecks and reimbursements via pay card.

25 (qq) Modified Benefit Option (MBO).

26 (1) General Provisions.

27 (A) All full-time employees in regular Exempt Group positions
 28 shall be provided an opportunity to convert from a regular position with traditional

1 benefits (i.e., traditional benefit option) to a regular position with modified benefits and a
2 wage differential.

3 (B) Employees may choose to enroll in the MBO at hire or
4 during the annual open enrollment period and may choose to change to the traditional
5 benefit option during subsequent open enrollment periods.

6 (C) Employees who select the Modified Benefit Option must
7 commit to work a minimum of 1,560 hours per calendar year.

8 (D) In order to receive the benefits and wage differential of the
9 MBO, the employee must specifically choose the Option.

10 (2) Modified Benefit Option Wage Differential.

11 (A) Employees who select the MBO shall receive a wage
12 differential of 4% above the base rate of pay. The wage differential shall be paid on all
13 paid hours (e.g., REG, PTO, etc.).

14 (B) The wage differential shall be considered as part of the base
15 hourly rate when calculating the following: County contribution to the employee's
16 Retirement Medical Trust (RMT) account, County match to employee's contribution to
17 457(b) Deferred Compensation Plan, County match to employee's contribution to
18 County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis
19 (e.g., Retention Pay, POST), sick leave conversion cash-out pursuant to Subsections
20 13.0613(g)(1)(l) and 13.0613(k)(4), and other leave cash-outs if any. Provided below is
21 an example of how the County's contribution to the RMT would be calculated:

22 Example: Employee with 17 years of continuous County service
23 and an 80-hour per pay period schedule selects the MBO. The employee's base hourly
24 rate is \$70 per hour. This employee is eligible for a County contribution to the RMT
25 equal to 3.75% of the employee's base bi-weekly salary. The County contribution to the
26 RMT is calculated as follows:

27 $80 \text{ hours} \times (\$70.00 \text{ per hour} \times 1.04 \text{ MBO Wage Differential}) =$
28 $\$5,824$ base bi-weekly salary for purposes of County contribution to the RMT

1 \$5,824 X 3.75% Contribution Rate = \$218.40

2 The County will contribute \$218.40 to the RMT on behalf of the
3 employee that pay period.

4 (3) Benefits and Leaves. Except as provided in Subsection
5 13.0613(qq)(3), employees who select the MBO shall receive the same benefits and
6 leaves that employees who select the traditional benefit option receive.

7 (A) Medical Coverage. Employees who select the MBO shall
8 have the same medical plan options as employees who select the traditional benefit
9 option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice
10 HMO, and Blue Shield PPO).

11 (B) Medical Premium Subsidy (MPS).

12 (I) Employees who select the MBO shall receive MPS in
13 the following amounts per pay period:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$172.76 |
| Employee + 1 | \$310.80 |
| Employee + 2 | \$434.55 |

17 (II) Effective July 18, 2020, the MPS amounts for
18 employees who select the MBO shall increase to the following amounts per pay period*:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$179.86 |
| Employee + 1 | \$327.20 |
| Employee + 2 | \$459.15 |

22 *The initial granting of this MPS increase is subject to the discretion of the Chief
23 Executive Officer based on the availability of financial resources.

24 (III) Effective July 17, 2021, the MPS amounts for
25 employees who select the MBO shall increase to the following amounts per pay period:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$185.26 |
| Employee + 1 | \$337.02 |
| Employee + 2 | \$472.93 |

1 (IV) Effective July 16, 2022, the MPS amounts for
2 employees who select the MBO shall increase to the following amounts per pay period:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$203.21 |
| Employee + 1 | \$369.67 |
| Employee + 2 | \$518.74 |

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6 (V) Effective July 15, 2023, the MPS amounts for
7 employees who select the MBO shall increase to the following amounts per pay period:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$215.60 |
| Employee + 1 | \$392.21 |
| Employee + 2 | \$550.37 |

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11 (VI) Effective July 13, 2024, the MPS amounts for
12 employees who select the MBO shall increase to the following amounts per pay period:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$227.99 |
| Employee + 1 | \$414.76 |
| Employee + 2 | \$582.00 |

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16 (VII) Effective July 12, 2025, the MPS amounts for
17 employees who select the MBO shall increase to the following amounts per pay period:

| Coverage Type | MPS |
|---------------|----------|
| Employee Only | \$240.38 |
| Employee + 1 | \$437.30 |
| Employee + 2 | \$613.62 |

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21 (C) Dental Premium Subsidy (DPS). Employees who select the
22 MBO and are enrolled in both County-sponsored medical and dental coverage whose
23 premium costs for medical and dental exceeds the MPS shall be eligible to receive DPS
24 up to \$9.46 per pay period, but not to exceed the combined total of the employee's out-
25 of-pocket premium expenses.

26 (4) Paid Time Off (PTO).

27 (A) Definition. Employees who select the MBO shall be granted
28 Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions.

1 However, employees shall continue to be eligible to receive Administrative Leave as
 2 provided in Subsection 13.0613(p). Additionally, employees shall receive holiday pay in
 3 accordance with Subsection 13.0613(g)(3), except that employees shall not be eligible
 4 for the floating holiday.

5 (B) Accumulation. Employees who select the MBO shall accrue
 6 PTO each pay period as provided in the chart below and shall be eligible for prior
 7 service credit in accordance with Subsection 13.0613(g)(2)(D). Employees who have
 8 standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a
 9 pro-rata basis; provided, however, that the maximum combined vacation and PTO
 10 accrual that may be carried over to future calendar years shall not be prorated. PTO
 11 shall be available for use on the first day following the pay period in which it is earned.

| Service Hours | Annual PTO Allowance | Approximate Accrual Rate Per Pay Period | Maximum PTO Accrual That May Be Carried Over to a Future Calendar Year | Maximum Combined Vacation and PTO Accrual That May be Carried Over to a Future Calendar Year |
|---|----------------------|---|--|--|
| 0 through 8,320 service hours | 120 hours | 4.62 hours | 272 hours | 374 hours* |
| Over 8,320 through 18,720 service hours | 160 hours | 6.15 hours | 362 hours | 480 hours* |
| Over 18,720 service hours | 200 hours | 7.69 hours | 452 hours | 586 hours* |

21 *The employee's maximum PTO accrual that may be carried over to a future calendar
 22 year may not exceed 272, 362, or 452, as applicable. Additionally, the maximum
 23 combined vacation and PTO accrual that may be carried over to a future calendar year
 24 for an employee who has a grandfathered maximum vacation accrual balance of more
 25 than 480 hours as allowed in Subsection 13.0613(g)(2)(B) shall be this employee's
 26 grandfathered maximum vacation accrual balance plus 106 PTO hours. For example, if
 27 employee's grandfathered maximum vacation accrual balance is 600 hours, the
 28 maximum combined vacation and PTO accrual that may be carried over to a future

1 calendar year shall be 706 hours (600 vacation hours plus 106 PTO hours). As
2 indicated in Subsection 13.0613(g)(2)(B), the grandfathered maximum vacation accrual
3 balance shall be adjusted annually at the end of each calendar year and shall never be
4 increased.

5 Any PTO accrual balance at the end of the calendar year in excess
6 of employee's maximum PTO accrual that may be carried over to a future calendar year
7 shall be automatically cashed out and paid in accordance with Subsection
8 13.0613(qq)(4)(E)(II). Additionally, any combined vacation/PTO accrual balance at the
9 end of the calendar year in excess of the employee's allowed maximum combined
10 vacation/PTO balance, in which vacation accruals do not exceed employee's allowed
11 maximum vacation accrual balance, shall be cashed out in PTO hours paid in
12 accordance with Subsection 13.0613(qq)(4)(E)(II). For example, if an employee with a
13 maximum combined accrual balance of 586 has 480 vacation hours (i.e., employee's
14 vacation maximum accrual balance) and 200 PTO hours for a combined accrual
15 balance of 680 hours, 94 PTO hours shall be automatically cashed out in accordance
16 with Subsection 13.0613(qq)(4)(E)(II).

17 (C) Administration.

18 (I) PTO for Vacation Leave Purposes. When PTO has
19 been requested for vacation leave purposes, PTO shall be administered according to
20 Subsection 13.0613(g)(2)(C).

21 (II) PTO for Sick Leave Purposes. When PTO has been
22 requested for sick leave purposes, PTO shall be administered according to Subsection
23 13.0613(g)(1)(D).

24 (D) Separation. Employees separating from County
25 employment shall have any unused PTO administered in the same manner that
26 Vacation Leave is administered at separation according to Subsection
27 13.0613(g)(2)(C)(IV).

28 Exempt employees who are subsequently hired into a position in a

1 bargaining unit that does not contain the MBO, shall carry over their existing PTO
2 balance and begin accruing vacation, floating holiday, and sick leave immediately.

3 (E) PTO Cash-Out.

4 (I) Elective Conversion. An employee may sell back
5 PTO at the base hourly rate of the employee as hereinafter provided, upon approval of
6 the appointing authority. Eligible employees may exercise these options under
7 procedures established by the Director of Human Resources. In lieu of cash, the
8 employee may designate that part or all of the value of PTO be contributed to the
9 County's 401(k) Defined Contribution Plan or 457(b) Deferred Compensation Plan. In
10 order to sell back PTO prior to termination or retirement, an employee may exercise the
11 following options:

12 Option 1. Future Accruals. An employee must make an
13 irrevocable election during the month of December, specifying the number of PTO hours
14 to be sold back from the next calendar year's PTO accrual. Such election must be
15 made in increments of not less than ten hours and may not exceed 160 hours. All
16 designated hours remaining at the end of the pay period 25 will automatically be
17 converted into cash in the last period of the calendar year.

18 Option 2. Existing Accruals. Existing PTO accruals may be
19 cashed out in whole hour increments with a minimum cash out of ten hours and will be
20 subject to a ten percent penalty.

21 (II) Automatic Conversion. At the end of the last pay
22 period of the calendar year, an employee shall automatically have any PTO accruals in
23 excess of the employee's maximum PTO accrual balance converted to cash. Such
24 automatic PTO cash out shall be paid in pay period 1 of the next calendar year.

25 (F) Accrual Carryover Following Benefit Change.

26 (I) Traditional Benefit Option to Modified Benefit Option.

27 (i) Employees who convert from the traditional
28 benefit option to the MBO shall carry over and may utilize their existing vacation,

1 holiday, and sick leave balances; provided, however, that the employee shall no longer
2 accrue vacation leave, sick leave, and a floating holiday after converting to the MBO.
3 After converting to the MBO the employee shall be immediately eligible to accrue PTO.

4 Any vacation leave accrual balance carried over to
5 the MBO that is in excess of the employee's allowed maximum vacation leave accrual
6 balance at the end of the calendar year shall be cashed out and paid in accordance with
7 Subsection 13.0613(g)(2)(E)(II). For example, an employee with a maximum vacation
8 leave accrual balance of 480 hours begins MBO in pay period 16 and carries over 572
9 vacation hours. This employee then uses 20 vacation hours and has 552 vacation
10 hours at the end of the last pay period of the calendar year. In this example, 72
11 vacation hours shall automatically cash out in pay period 1 of the next calendar year
12 such that 480 vacation hours carries over to the next calendar year (552 hours – 72
13 hours = 480 hours).

14 (ii) Vacation Cash-Out. Employees who met the
15 eligibility requirements for the vacation cash-out prior to selecting the MBO, and
16 pre-designated to cash-out vacation leave during the required pre-designation period
17 while in the traditional benefit option, shall remain eligible to cash-out vacation leave.
18 However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-
19 out vacation leave while enrolled in the MBO unless employee intends to convert to the
20 traditional benefit option during next calendar year's open enrollment period and start
21 accruing vacation that calendar year.

22 Additionally, employees who select the MBO will
23 continue to have the option to cash-out existing vacation accruals according to
24 Subsection 13.0613(g)(2)(E).

25 (II) Modified Benefit Option to Traditional Benefit Option.

26 (i) Employees who convert from the MBO to the
27 traditional benefit option shall carry over and may utilize their existing PTO balance (if
28 any) and begin accruing vacation, floating holiday, and sick leave immediately;

1 however, the maximum combined PTO and vacation accrual that may be carried over to
2 a future calendar year shall not exceed this employee's allowed maximum vacation
3 accrual balance at the end of the calendar year as established in Subsection
4 13.0613(g)(2)(B). Any combined excess leave hours at the end of the calendar year
5 shall be cashed out as PTO hours and paid in accordance with Subsection
6 13.0613(qq)(4)(E)(II). For example, an employee with a maximum vacation accrual
7 balance of 480 hours begins the traditional benefit option in pay period 16 and carries
8 over 150 PTO hours and 375 Vacation Leave hours and accrues an additional 68
9 vacation hours through pay period 26 (i.e., total combined leave at the end of calendar
10 year equals 593 hours). In this example, 113 PTO hours shall automatically cash out in
11 pay period 1 of the next calendar year such that 480 total combined vacation/PTO hours
12 carries over to the next calendar year (593 hours – 113 hours = 480 hours). If
13 employee has a grandfathered maximum vacation accrual balance, the grandfathered
14 vacation accrual balance shall be the maximum combined vacation and PTO balance
15 that may be carried over.

16 (ii) PTO Cash-Out. Employees who met the
17 eligibility requirements for the PTO cash-out prior to converting from the MBO to the
18 traditional benefit option and predesignated to cash-out PTO during the required pre-
19 designation period while in the MBO, shall remain eligible to cash-out PTO. However,
20 employees enrolled in the traditional benefit option shall not be eligible to pre-designate
21 to cash-out PTO while enrolled in the traditional benefit option unless employee intends
22 to convert to the MBO during next calendar year's open enrollment period and start
23 accruing PTO that calendar year.

24 Additionally, employees who convert from the MBO to
25 the traditional benefit option will continue to have the option to cash-out existing PTO
26 according to Subsection 13.0613(qq)(4)(E)(I).

27 (rr) The Director of Human Resources shall have the authority, with the
28 approval of the County's Chief Executive Officer, to provide Exempt Group employees

1 who participated in major COVID-19 initiatives up to the 40 hours of COVID Leave
2 consistent with the COVID leave provided to the represented bargaining units.

3 (ss) The Director of Human Resources shall have the authority, with the
4 approval of the County's Chief Executive Officer, to provide Exempt Group employees
5 who provide proof of vaccination up to 32 hours of COVID Vaccine Leave Incentive
6 consistent with the COVID Vaccine Leave Incentive provided to the represented
7 bargaining units.

8 (tt) The Director of Human Resources shall have the authority, with the
9 approval of the County's Chief Executive Officer, to provide Exempt Group employees
10 with COVID-19 Premium Pay consistent with COVID-19 Premium Pay provided to the
11 majority of represented bargaining units.

12
13 SECTION 2. Section 13.0614 of the San Bernardino County Code is amended,
14 to read:

15 **13.0614 Salaries and Working Conditions of the Elected Officials.**

16 (a) Compensation.

17 (1) Board of Supervisors. Section 1 of Article VI of the County Charter
18 establishes the annual compensation (including salary and benefits) of members of the
19 Board of Supervisors and provides that compensation is re-evaluated, and adjusted if
20 necessary, every four years.

21 (2) County-Wide Elected Officials. Section 1 of Article VI of the County
22 Charter establishes the annual salaries of County-wide elected officials, as defined in
23 section 13.0613(b), except that of the Superintendent of County Schools, and provides
24 that salary is re-evaluated, and adjusted if necessary, every year.

25 (b) Benefits—County-Wide Elected Officials.

26 (1) Notwithstanding any other provisions of the County Code, County-
27 wide elected officials shall receive the same benefits provided to Exempt Group
28 employees in Benefit Group A, or as otherwise specified, in Subsections (f), (j), (k), (l),

1 (o), (q), (t), (cc), (ff), (ss), and (tt) of Section 13.0613, and as otherwise specified by law
2 or the County Code and as modified below.

3 (A) County-wide elected officials are not required to enroll in
4 County-sponsored medical and dental coverage as described in Subsection
5 13.0613(f)(1). A County-wide elected official who does not participate in a County-
6 sponsored medical plan will receive an amount of \$161.54 per pay period.

7 (B) County-wide elected officials shall not receive the benefits
8 described in Subsection 13.0613(f)(6) related to short term disability.

9 (C) County-wide elected officials shall not receive the benefits
10 described in Subsection 13.0613(k)(1)(B)(III) related to eligibility for MPS and DPS while
11 on leave.

12 (D) County-wide elected officials shall not receive the benefits
13 described in Subsections 13.0613(k)(4)(A) and 13.0613(k)(4)(B) related to sick leave
14 conversion to Retirement Medical Trust Fund (RMT). County-wide elected officials shall
15 be eligible to participate in the RMT upon taking office. The County will contribute to the
16 RMT as follows for County-wide elected officials:

| Total Years of Service | Percentage of Base Salary* |
|------------------------|----------------------------|
| 0-9 years | 2.00% |
| 10-15 years | 2.75% |
| 16 or more years | 3.75% |

20 *For purposes of the RMT contribution, base salary is as defined in the RMT plan
21 document.

22 (E) In addition to the benefits described in Subsection
23 13.0613(o)(1) related to automobiles, County-wide elected officials shall be entitled to
24 have a Category I County vehicle assigned to them for use on County business and
25 they will not be required to reimburse the County for occasional personal use. County-
26 wide elected officials shall be taxed for any such personal use in accordance with state
27 and federal tax law and regulation. County-wide elected officials shall not receive the
28 automobile allowance described in Subsection 13.0613(o)(3) and will receive the

1 \$561.54 per biweekly pay period.

2 (I) In lieu of other benefits provided to Exempt Group
3 employees, County-wide elected officials shall have five percent of their base salary
4 contributed by the County on their behalf on a biweekly basis to either (1) the County's
5 457(b) Deferred Compensation Plan, or (2) the County's 401(a) Defined Contribution
6 Plan.

7 (II) Tier 1 County-wide elected officials shall have
8 \$442.53 contributed by the County on their behalf on a biweekly basis to either (1) the
9 County's 457(b) Deferred Compensation Plan, or (2) the County's 401(a) Defined
10 Contribution Plan.

11 (c) Benefits—Board of Supervisors. Members of the Board of Supervisors
12 shall receive only the following benefits.

13 (1) Retirement System Contributions.

14 (A) The County will contribute to the San Bernardino County
15 Employees' Retirement Association (SBCERA) all required employer contributions for
16 members of the Board of Supervisors. All mandatory employee retirement contributions
17 shall be paid by the Board members.

18 (B) All such mandatory employee retirement contributions made
19 to SBCERA, although designated as employee contributions under the County
20 Employees Retirement Law of 1937 and although deducted from the compensation of
21 Board members, shall be picked up by the County for tax purposes in accordance with
22 Internal Revenue Code section 414(h)(2) and shall be treated by the County as paid by
23 the County to SBCERA in lieu of contributions by Board members who are members of
24 SBCERA, as authorized by County Resolution 2008-249. The amounts picked up by
25 the County under this subsection shall be treated as compensation paid to Board
26 members for all other purposes. County paid employer contributions to the County's
27 Retirement System under this subsection shall be paid from the same source of funds
28 used in paying the salaries of the affected Board members. No Board member shall

1 have the option to receive the Retirement System contribution amounts directly instead
2 of having them paid to the County Retirement System. Until retirement or separation,
3 all contributions picked up under this subsection will be considered for tax purposes as
4 employer-paid contributions.

5 (C) Survivor Benefits are payable to employed general
6 retirement members with at least 18 months continuous retirement membership
7 pursuant to Government Code section 31855.12. An equal, non-refundable employer
8 and employee biweekly contribution will be paid to SBCERA as provided in the annual
9 actuarial study.

10 (2) Medical and Dental Coverage Insurance.

11 (A) Except as provided in subsection (C) below, all Board
12 members must enroll in a medical and dental plan offered by the County. Board
13 members who fail to elect medical and dental plan coverage will be automatically
14 enrolled in the medical and dental plan with the lowest biweekly premium rates available
15 in the geographical location of the Board member's primary residence.

16 (B) Enrollment elections must remain in effect for the remainder
17 of the plan year unless a Board member experiences an IRS qualifying event. Board
18 members may elect to enroll their dependent(s) upon initial eligibility for medical and
19 dental insurance. Thereafter, newly eligible dependents may be enrolled within 60 days
20 of obtaining dependent status, such as birth, adoption, marriage, or registration of
21 domestic partnership. Notification of a mid-year qualifying event must be submitted to
22 Human Resources, in accordance with procedures adopted by the County. Board
23 members are responsible for notifying the County within 60 days of dependent's change
24 in eligibility for the County plans. Dependent(s) must be removed mid-plan year when a
25 dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules,
26 for example, divorce, over-age dependent, or gain of coverage on spouse's or domestic
27 partner's employer-provided insurance, or termination of domestic partnership.
28 Premiums for coverage will be automatically deducted from the Board member's pay

1 warrant. Failure to pay premiums will result in loss of coverage for the Board member
2 and/or the dependents.

3 (C) Board members eligible for medical plan coverage who are
4 also enrolled in comparable group medical plan sponsored by another employer or are
5 covered by a spouse or domestic partner who is also employed with the County may
6 elect to discontinue enrollment in County-sponsored medical plan (opt-out or waive).
7 Board members who either elect to opt-out of County-sponsored medical plan coverage
8 or waive coverage to a spouse or domestic partner who is also employed with the
9 County will not receive any medical premium subsidy and will instead receive the
10 biweekly amount of \$40.00 per pay period. Board members eligible for dental plan
11 coverage who are also enrolled in a comparable group dental plan sponsored by
12 another employer may elect not to participate in a County-sponsored dental plan. The
13 rules and procedures for electing to opt-out of County-sponsored medical and dental
14 plan coverage are established and administered by Human Resources.

15 (3) Medical and Dental Subsidies.

16 (A) The County will establish a medical premium subsidy (MPS)
17 to offset the cost of medical and dental plan premiums charged to Board members. The
18 MPS shall be applied first to medical insurance premiums and then to dental plan
19 premiums. The applicable MPS amount shall be paid directly to the providers of the
20 County-sponsored medical and dental plans in which the Board member has enrolled.
21 The MPS shall not be considered compensation earnable for purposes of calculating
22 benefits or contributions for the San Bernardino County Employees' Retirement
23 Association. In no case, shall the MPS exceed the total cost of the medical and dental
24 insurance premium for the coverage selected. The County will establish a MPS, if
25 applicable, in the following amounts:

| Coverage Level | MPS Amount |
|-------------------|------------|
| Board member only | \$230.00 |
| Board member + 1 | \$352.23 |
| Board member + 2 | \$482.64 |

1 (B) The County has established a dental premium subsidy
2 (DPS) for Board members whose premium costs for medical and dental insurance
3 exceeds the MPS, in an amount up to \$9.46 but not to exceed the combined total of the
4 Board member's out-of-pocket expenses. For example, a Board member who selects
5 "Board member only" coverage for medical and dental with a combined per pay period
6 premium cost of \$234.00 will receive a DPS in the amount of \$4.00 per pay period.

7 (4) Vision Insurance. Subject to carrier requirements, the County will
8 pay the premiums for vision care insurance for Board members and their dependents.

9 (5) Expense Reimbursement.

10 (A) General Provisions. The purpose of this subsection is to
11 define the policy and procedures by which Board members shall report and be
12 reimbursed for necessary expenses incurred on behalf of San Bernardino County. As
13 elected officials, Board members shall assure that expenses submitted for
14 reimbursement are reasonable and necessary expenditures. No other approval is
15 required.

16 (B) Records and Reimbursements.

17 (I) Requests for expense reimbursements should be
18 submitted once each month, except if the amount claimable for any month does not
19 exceed \$25.00, the submission may be deferred until the amount exceeds \$25.00
20 quarterly, or until June 30 during the current fiscal year, whichever occurs first. At the
21 end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on
22 a separate claim from those expenses claimed for June 30 or earlier.

23 (II) Receipts or vouchers which verify the claimed
24 expenditures will be required for all items of expense, except:

25 (i) Subsistence, except as otherwise provided in
26 this subsection;

27 (ii) Private mileage;

28 (iii) Taxi, streetcar, bus, and ferryboat fares; bridge

1 and road tolls; and parking fees;

2 (iv) Telephone and other communication – related
3 charges;

4 (v) Other authorized expenses of less than \$1.00.

5 (III) Claims for expense reimbursement totaling less than
6 \$1.00 in any fiscal year shall not be paid.

7 (IV) Reimbursement shall not be made for any personal
8 expenses such as, but not limited to: entertainment, barbering, etc.

9 (V) Except as otherwise provided in this subsection,
10 expense reimbursements shall be made on an actual cost basis.

11 (C) Transportation Modes.

12 (I) The general rule for selection of a mode of
13 transportation is that mode which represents the lowest expense to the County.

14 (II) Travel via Private Automobile. Board members who
15 travel by use of a private automobile for which they receive an automobile allowance or
16 who use a County-provided vehicle pursuant to Subsection 13.0614(c)(6) below, will not
17 also be reimbursed for mileage.

18 (III) Travel via Air. All travel that requires air
19 transportation shall be made by commercial aircraft. When commercial aircraft
20 transportation is approved, the “cost of public carrier” shall mean the cost of air coach
21 class rate including tax and security surcharges. Travel via charter aircraft shall not be
22 allowed, unless other types of transportation are impractical or more expensive.

23 (IV) Travel via Rental Vehicles. Reimbursement will be
24 provided for the cost of a rental vehicle used for business purposes. Rental vehicles
25 are covered for liability and vehicle physical damage under the County’s self-insurance
26 program. Reimbursement will not be provided for the additional costs incurred if any
27 Board member purchased any additional insurance or signs a collision damage waiver
28 (CDW) when renting a vehicle for County business. Requests for reimbursement for

1 gasoline for rental vehicles must be accompanied by a copy of the rental agreement or
2 rental receipt and gasoline receipt.

3 (D) Subsistence.

4 (I) Claims for lodging and meals which do not exceed the
5 allowances listed below do not require receipts.

6 (II) The allowance for lodging is the maximum lodging
7 rate identified in the Maximum Federal Per Diem Rates table in IRS Publication 1542.

8 (III) The allowance for meals is the Meal and Incidental
9 Expense (M&IE) Rate identified in the Maximum Federal Per Diem Rates table in IRS
10 Publication 1542. If less than three meals in a day are being claimed, the allowance per
11 meal is 22 percent of the M&IE Rate for breakfast, 30 percent of the M&IE Rate for
12 lunch, and 48 percent of the M&IE Rate for dinner.

13 (IV) Meal allowances for a business meeting/conference
14 including meals are the actual costs.

15 (E) Expense Advances.

16 (I) Advancement of funds for business expenses can be
17 obtained from the Auditor-Controller/Treasurer/Tax Collector through submission of the
18 appropriate form. Advancements shall not exceed the per diem allowances set forth
19 herein. The minimum amount to be advanced is \$50.00.

20 (II) County Credit/Debit Cards. The County may issue a
21 County credit or debit card to a Board member and require business expenses be paid
22 for with said card. If unauthorized charges are placed on the card, the Board member
23 shall be required to reimburse the County. If the Board member fails to reimburse the
24 County within 15 calendar days, the Auditor-Controller/Treasurer/Tax Collector may
25 recover any unauthorized charges from the Board member's pay.

26 (F) Compliance. The following provisions and policies comply
27 with Government Code section 53232 et seq.:

28 (I) When reimbursement is otherwise authorized by

1 statute, the County may reimburse Board members for actual and necessary expenses
2 incurred in the performance of official duties.

3 (II) The types of occurrences that qualify a Board
4 member to receive reimbursement of expenses relating to travel, meals, lodging, and
5 other actual and necessary expenses include the following:

6 (i) Communicating with representatives of
7 regional, state and national government on County adopted policy positions;

8 (ii) Attending educational seminars designed to
9 improve officials' skill and information levels;

10 (iii) Participating in regional, state, and national
11 organizations whose activities affect the County's interests;

12 (iv) Attending County events;

13 (III) All other expenditures require approval by the Board
14 of Supervisors.

15 (IV) The reasonable reimbursement rates for travel,
16 meals, and lodging, and other actual and necessary expenses are those set out in San
17 Bernardino County Code Subsection 13.0614(c)(5).

18 (V) If the lodging is in connection with a conference or
19 organized educational activity, lodging costs shall not exceed the maximum group rate
20 published by the conference or activity sponsor, provided that lodging at the group rate
21 is available to the Board member at the time of booking. If the group rate is not
22 available, the Board member shall use comparable lodging.

23 (VI) Board members shall use government and group
24 rates offered by a provider of transportation or lodging services for travel and lodging
25 when available.

26 (VII) All expenses that do not fall within this policy or the
27 IRS reimbursable rates shall be approved by the Board of Supervisors, in a public
28 meeting before the expense is incurred, or ratified after the expense is incurred, when

1 prior action is not possible due to the urgency of the requirement for the expense.

2 (VIII) Expense Reports. The County Auditor
3 Controller/Treasurer/Tax Collector shall provide expense report forms to be filed by the
4 members of the Board of Supervisors for reimbursement of actual and necessary
5 expenses incurred on behalf of the local agency in the performance of official duties.

6 (i) The expense reports shall document that the
7 expenses meet this policy, and all other applicable County policies, for expenditure of
8 public resources.

9 (ii) Board members shall submit expense reports
10 to the County Auditor-Controller/Treasurer/Tax Collector within a reasonable time after
11 the expense is incurred, and the reports shall be accompanied by the receipts
12 documenting each expense.

13 (iii) Board members shall provide brief reports on
14 any meeting, as defined in the Ralph M. Brown Act under Government Code section
15 54952.2, attended at the expense of the County at the next regular Board meeting.

16 (iv) All documents related to reimbursable County
17 expenditures are subject to disclosure under the California Public Records Act,
18 Government Code section 6250 et seq.

19 (IX) Penalties. Penalties for misuse of public resources or
20 falsifying expense reports in violation of Subsection 13.0614(c)(5) or other applicable
21 law may include, but are not limited to, the following:

22 (i) The loss of reimbursement privileges;

23 (ii) Restitution to the County;

24 (iii) Civil penalties for misuse of public resources,
25 pursuant to Government Code section 8314;

26 (iv) Prosecution for misuse of public resources
27 pursuant to Penal Code section 424.

28 (6) Automobiles.

1 (A) All Board members shall be entitled to have a Category I
2 County vehicle assigned to them for use on County business. Board members may use
3 such vehicles for occasional personal use provided they reimburse the County at the
4 current motor pool variable rate per mile for such use.

5 (B) Board members electing not to obtain a County vehicle
6 pursuant to the previous paragraph shall receive a biweekly automobile allowance in the
7 amount of \$561.54 with no mileage reimbursement, provided they provide a private
8 vehicle for their own use on County business. The First District Supervisor shall receive
9 a 50 percent addition to the biweekly amount provided to Board members. Board
10 members selecting this allowance shall be required to have a vehicle available at all
11 times for use on County business. This allowance shall be considered complete
12 reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all
13 other costs for the required vehicle.

14 (7) Flexible Spending Account (FSA) for Medical-Related Expenses.

15 (A) General. The County has established a Medical Expense
16 Reimbursement Plan, also known as a Flexible Spending Account (FSA). This plan has
17 been established in accordance with the provisions of Internal Revenue Code section
18 125. Human Resources will serve as the FSA Plan administrator and will administer the
19 FSA in accordance with the County's plan document. The FSA's plan year will coincide
20 with the County's benefit plan year.

21 (B) Board members may contribute to the FSA, on a pre-tax
22 basis, an amount up to the Internal Revenue Code's annual maximum. This annual
23 contribution is made by the board member via equal biweekly payroll deductions. The
24 County will not make any matching contributions on behalf of Board members. Board
25 member participants must elect to enroll each year in order to continue participation.
26 Upon enrolling in the FSA, Board members may not change their designated biweekly
27 contribution amount or discontinue making contributions for the remainder of the plan
28 year except as permitted by the Internal Revenue Code. Any unused amounts

1 remaining in a board members FSA account at the end of the Plan year shall be
2 forfeited except as permitted by the Internal Revenue Code and the County's plan
3 document. Contributions made to the FSA may be used for receiving non-taxable
4 reimbursements of eligible medical expenses not covered by insurance. Eligible
5 reimbursable expenses are those medical expenses that qualify as determined under
6 Internal Revenue Code section 213.

7 (8) Defined Contribution and Deferred Compensation Plans. Board
8 members shall be eligible to contribute to the County's 401(k) Defined Contribution Plan
9 and 457(b) Deferred Compensation Plan. The County shall not make any matching
10 contributions to any defined or deferred contribution plan on behalf of Board members.

11 (9) Voluntary Insurance Programs. In accordance with the procedures
12 established by the Human Resources Division Chief, Board members may purchase,
13 through payroll deductions, term life insurance in \$10,000.00 increment amounts to a
14 maximum benefit of \$700,000.00. Board members may purchase amounts of
15 accidental death and dismemberment insurance coverage for themselves and
16 dependents through payroll deduction. Board members may purchase, through payroll
17 deductions, variable group universal life insurance subject to carrier requirements and
18 approval. The benefit levels for such insurance shall be equivalent to no more than
19 three times the Board member's annual base salary. There shall be no County
20 contribution toward the Board member's purchase of variable group universal life
21 insurance.

22 (10) Healthy Lifestyles Program. The Healthy Lifestyle program is
23 available to Board members. Under this program, Board members are eligible for
24 annual prepaid memberships with health clubs that participate in the program, or
25 reimbursement for other comparable health club membership up to \$324.00 on an
26 annual basis. Board members are also eligible for an annual physical examination
27 through the Arrowhead Regional Medical Center.

28 (11) Tuition Reimbursement and Membership Dues. The County shall

1 establish an individual fund in the amount of \$1,000 for each fiscal year for each Board
2 member to reimburse Board members for tuition costs incurred for job-related education
3 or career development or to reimburse membership dues in professional
4 organization(s), providing each expenditure enhances furtherance of County or
5 continuing education goals.

6 (12) Dependent Care Assistance Program. Board members are eligible
7 to participate in the Dependent Care Assistance Program (DCAP). The purpose of the
8 DCAP is to permit Board members and eligible County employees to make an election
9 to pay for certain dependent care expenses with salary reduction from compensation
10 contributed to the plan before federal income taxes are paid to the IRS ("Salary
11 Reduction") in accordance with Internal Revenue Code sections 125 and 129 and
12 regulations pursuant thereto. The DCAP shall be construed to comply with said code
13 sections and to meet requirements of any other applicable provisions of law. The DCAP
14 will be administered in accordance with procedures established by Human Resources,
15 and consistent with the plan document.

16 (13) Term Life Insurance. The County will pay the premium for a term
17 life insurance policy with \$50,000 in coverage for Board members.

18 (14) Long-Term Disability Insurance. The County will provide Board
19 members with long-term disability insurance subject to carrier requirements and
20 approval. The benefit levels for such insurance shall be those approved by the Director
21 of Human Resources.

22 (15) Portable Communication Device Allowance. Board members shall
23 receive a biweekly portable communication device allowance in the amount of \$92.31, if
24 the following conditions are met: (1) The Board member shall purchase a portable
25 communication device capable of sending and receiving cellular telephone calls, and
26 capable of sending and receiving e-mails to and from the County e-mail system; (2) Any
27 portable communication device to be utilized for sending and receiving e-mail shall be
28 selected from a list as approved by the Information Services Department; and, (3) The

1 County shall pay for any license and set up expense for the device, if any, and the
2 Board member shall pay for the equipment and all monthly charges including all voice,
3 text, and data plans.

4 (16) Retirement Medical Trust. The County will contribute to the San
5 Bernardino County Retirement Medical Trust one percent of an eligible Board member's
6 biweekly salary for Board members with zero to nine years of participation in SBCERA,
7 one and three-quarters percent of an eligible Board member's biweekly salary for Board
8 members with 10 to 15 years of participation in SBCERA, and two and three-quarters
9 percent of an eligible Board member's biweekly salary for Board members with 16 or
10 more years of participation in SBCERA. The trust will establish individual accounts for
11 each Board member. All of the contributions to the trust fund will be treated for tax
12 purposes as employer, non-elective contributions. The purchase of additional
13 retirement credit or other retirement service credit shall count as years of participation
14 for determining eligibility. Participation in other public sector retirement systems may
15 also be counted towards the service requirement provided that the Board member has
16 not withdrawn his or her contributions from that system and is also a participant in
17 SBCERA.

18 (c) (Repealed by Ord. 3953, passed - -2005).

19 (d) (Repealed by Ord. 3953, passed - -2005).

20 (e) Employment Status. A County employee in a regular County position
21 becoming an elected official of San Bernardino County shall be compensated, at the
22 time of termination from regular employment to the time of assuming office, for unused
23 vacation, holidays, and sick leave conversion, if eligible. Should such an elected official
24 return to County employment in a regular position, such employee shall be treated as a
25 new employee and receive a new benefit date except as hereinafter provided. A person
26 that has served as an elected official of the County and who returns or has returned to
27 County employment in a regular position within 90 days after leaving an elected office of
28 the County, shall be entitled for purposes of vacation accrual rates to count all prior

1 County employment, including the time as an elected official of the County. The
2 effective date of any vacation accrual rate adjustment shall not precede the effective
3 date of this amendment.

4 (f) Salary Adjustments. The County Administrative Office, in concurrence
5 with County Counsel, shall conduct the compensation and salary surveys required in
6 Section 308 of Article III of the County Charter, and shall report to the Auditor-
7 Controller/Treasurer/Tax Collector and the Board of Supervisors concerning appropriate
8 adjustments to be implemented as required by Section 308 of Article III of the County
9 Charter. The Auditor-Controller/Treasurer/Tax Collector shall implement any required
10 adjustments effective December 1 of the applicable year based on the report of the
11 County Administrative Office.

12
13 SECTION 3. Section 13.0617c of the San Bernardino County Code is amended,
14 to read:

15 **13.0617c Salaries and Working Conditions of the Student Intern.**

16 (a) *Wages.* The following classes are hereby established: Student Intern and
17 Graduate Student Intern. Student Interns shall be compensated at salary range 4M of
18 the MOU applicable to the Administrative Services Unit and Graduate Student Interns
19 shall be compensated at salary range 5M of the MOU applicable to the Administrative
20 Services Unit. Student Interns and Graduate Student Interns shall receive step
21 advances in the same manner as employees in the Administrative Services Unit except
22 that there shall be no right to review or appeal. Advanced step placement may be
23 approved by the Director of Human Resources.

24 (b) *Working Conditions.*

25 (1) *PST Deferred Compensation Plan.* Employees covered by this
26 section shall participate in the County's PST deferred compensation plan in lieu of
27 participation in any other retirement plan, program, or benefit. Said employees shall
28 contribute seven and one-half percent of the employee's biweekly base compensation

1 up to seven and one-half percent of the employee's maximum covered wages for Social
2 Security purposes. The employee's contributions to PST deferred compensation shall
3 be automatically deducted from employee's earnings. Employees shall enroll in the plan
4 on forms approved by Human Resources. This Subdivision shall not apply to any
5 employee who is otherwise covered by the County retirement system.

6 (2) Employees covered by this section shall be paid at one and one-half
7 times their regular rate of pay for hours worked over 40 hours per work week.

8 (3) The Director of Human Resources shall have the authority, with the
9 approval of the County's Chief Executive Officer, to provide Student Intern employees
10 with COVID-19 Premium Pay consistent with COVID-19 Premium Pay provided to the
11 majority of represented bargaining units.

12 (4) *Unclassified Service*. Employees covered by this section are in the
13 unclassified service.

14
15 SECTION 4. Section 13.0617f of the San Bernardino County Code is amended,
16 to read:

17 **13.0617f Salaries and Working Conditions of the Student Nurses.**

18 (a) Wages. Student nurses shall receive an hourly rate of pay that is within
19 Salary Range 1M of the Craft, Labor, and Trades Unit.

20 (b) Working Conditions. The student nurse classification is for training
21 purposes, and the class is in the unclassified service. The salary rates and step
22 advancement provisions applicable to the Craft, Labor, and Trades Unit shall also apply
23 to student nurses. Student nurses shall be compensated on an hourly rate basis only
24 for hours actually worked and shall receive no other compensation or benefit. Overtime
25 shall be defined as all hours actually worked in excess of 40 hours per work period,
26 except that with mutual consent of the appointing authority, student nurses may define
27 overtime as hours worked over eight in one day, or 80 in a 14-day work period. Any
28 student nurse authorized by the appointing authority or authorized representative to

1 work overtime shall be compensated at premium rates, i.e., one and one-half times the
2 employee's regular rate of pay.

3 (1) PST Deferred Compensation Plan. Employees covered by this
4 section shall participate in the County's PST deferred compensation plan in lieu of
5 participation in any other retirement plan, program, or benefit. Said employees shall
6 contribute seven and one-half percent of the employee's biweekly base compensation
7 up to seven and one-half percent of the employee's maximum covered wages for Social
8 Security purposes. The employee's contributions to PST deferred compensation shall
9 be automatically deducted from employee's earnings. Employees shall enroll in the plan
10 on forms approved by Human Resources. This subdivision shall not apply to any
11 employee who is otherwise covered by the County retirement system.

12 (2) Deferred Compensation. Employees covered by this section may
13 participate in the Section 457(b) Deferred Compensation Plan administered by the
14 County, to the maximum extent provided by law.

15 (3) The Director of Human Resources shall have the authority, with the
16 approval of the County's Chief Executive Officer, to provide Student Nurses with
17 COVID-19 Premium Pay consistent with COVID-19 Premium Pay provided to the
18 majority of represented bargaining units.

19 (4) Unclassified Service. Employees covered by this section are in the
20 unclassified service.

21
22 SECTION 5. Section 13.0628 of the San Bernardino County Code is amended,
23 to read:

24 **13.0628 Extra-Help Employment.**

25 An EXTRA-HELP APPOINTMENT means an appointment which is intended to
26 be on less than a year-round basis, including, but not limited to the following: to cover
27 seasonal peak workloads; emergency extra work loads of limited duration; necessary
28 vacation, holiday or sick leave relief; and other situations involving a fluctuating staff. At

1 the end of 2,080 service hours the appointment shall be terminated unless the
2 appointing authority receives approval from the Director of Human Resources to
3 continue the appointment.

4 Extra-help employees shall be compensated on an hourly basis only for hours
5 actually worked unless otherwise provided for in this Code or required by law. Extra-
6 help employees' salary shall be within the base salary range established for the job
7 level, with commensurate duties, as determined by Human Resources.

8 Under unusual circumstances and with the approval of the appropriate appointing
9 authority or authorities and the Director of Human Resources, an employee in a regular
10 position may choose to work in an extra-help capacity for the same or another
11 appointing authority and be compensated as such pursuant to this section.

12 Extra-help employees shall participate in the County's PST deferred
13 compensation plan in lieu of participation in any other retirement plan, program, or
14 benefit. Said employees shall contribute seven and one-half percent of the employee's
15 biweekly base compensation up to seven and one-half percent of the employee's
16 maximum covered wages for Social Security purposes. The employee's contributions
17 to PST deferred compensation shall be automatically deducted from employee's
18 earnings. Employees shall enroll in the plan on forms approved by Human Resources.
19 This Subdivision shall not apply to any employee who is otherwise covered by the
20 County Retirement System.

21
22 SECTION 6. Section 13.0629 of the San Bernardino County Code is amended,
23 to read:

24 **13.0629 Recurrent Employment.**

25 A **RECURRENT APPOINTMENT** means an appointment which is made for an
26 indefinite period of time to provide for on-call staffing needs related to variable
27 workload/service demands attendant to such things as fluctuating census or population
28 in institutions, special projects, and annually recurring seasonal peak workloads.

1 Recurrent employees may remain on the payroll system year-round for an indefinite
2 period of time and may be scheduled to work as needed over the course of one or more
3 years. Employees may not exceed 1,547 hours in a year without the express approval
4 of the Director of Human Resources. Recurrent employees shall be compensated on
5 an hourly basis only for hours actually worked unless otherwise provided or required by
6 law. A recurrent employee's salary shall be within the then-current base salary range
7 established for a job classification with commensurate duties. Recurrent employees
8 may be hired up to the midpoint of the appropriate base salary range with the approval
9 of the appointing authority and through the top step of the appropriate base salary range
10 with the approval of the Director of Human Resources; provided, however, that regular
11 employees appointed to a recurrent position of the same classification shall be
12 compensated at the same step in the recurrent position as they are in their regular
13 position. Exceptions may be made subject to the approval of the Director of Human
14 Resources. Notwithstanding any other provision in this code, step advances are at the
15 discretion of the appointing authority after completion of not less than 1,040 hours
16 worked for each step.

17 Under unusual circumstances and with the approval of the appropriate appointing
18 authority or authorities and the Director of Human Resources, an employee in a regular
19 position may choose to work in a recurrent capacity for the same or another appointing
20 authority and be compensated as such pursuant to this section.

21 Recurrent employees shall participate in the County's PST deferred
22 compensation plan in lieu of participation in any other retirement plan, program, or
23 benefit. Said employees shall contribute seven and one-half percent of the employee's
24 biweekly base compensation up to seven and one-half percent of the employee's
25 maximum covered wages for Social Security purposes. The employee's contributions
26 to PST deferred compensation shall be automatically deducted from employee's
27 earnings. Employees shall enroll in the plan on forms approved by Human Resources.
28 This subdivision shall not apply to any employee who is otherwise covered by the

1 County Retirement System.

2 The Director of Human Resources shall have the authority, with the approval of
3 the County's Chief Executive Officer, to provide Recurrent employees with COVID-19
4 Premium Pay consistent with COVID-19 Premium Pay provided to the majority of the
5 bargaining units.

6
7 SECTION 7. Section 13.0660 of the San Bernardino County Code is amended,
8 to read:

9 **13.0660 Public Service Employees.**

10 The class of Public Service Employee (PSE) is hereby established. Positions in
11 the PSE class may be assigned to entry level duties in a variety of fields and
12 occupations. Positions may only be allocated as extra-help or recurrent and, as such,
13 are in the unclassified service. For layoff purposes, PSE positions are deemed to be
14 the same classification as those positions performing substantially the same duties.

15 A PSE range is established with a starting step at the state minimum wage per
16 hour and steps progressing at \$0.25 per hour up to a maximum of \$17.00 per hour.

17 PSEs may be hired at any step within the pay range as determined by the
18 appointing authority commensurate with their education and/or training and duties to be
19 performed; provided, however, that the PSE salary is consistent with that of employees
20 in regular positions of the same or similar type or nature and shall be subject to the
21 review and approval of the Director of Human Resources or his/her designee.
22 Notwithstanding any other provision in this code, step advances are at the discretion of
23 the appointing authority after completion of not less than 1,040 hours worked for each
24 step.

25 The Director of Human Resources shall have the authority, with the approval of
26 the County's Chief Executive Officer, to provide Public Service employees with COVID-
27 19 Premium Pay consistent with COVID-19 Premium Pay provided to the majority of the
28 bargaining units.

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SECTION 8. All portions of this ordinance, except for Section 2, shall take effect immediately from the date of adoption. Section 2 will be effective 30 days from the date of final passage.

CURT HAGMAN, Chairman
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

LYNNA MONELL, Clerk of the
Board of Supervisors

1 STATE OF CALIFORNIA)
2 SAN BERNARDINO COUNTY) ss.
3)

4 I, LYNNA MONELL, Clerk of the Board of Supervisors of San Bernardino County,
5 State of California, hereby certify that at a regular meeting of the Board of Supervisors
6 of said County and State, held on the 24th day of May, 2022, at which meeting were
7 present Supervisors: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt
8 Hagman, Joe Baca, Jr., and the Clerk, the foregoing ordinance was passed and
9 adopted by the following vote, to wit:

10 AYES: SUPERVISORS: Col. Paul Cook (Ret.), Janice Rutherford,
11 Dawn Rowe, Curt Hagman, Joe Baca, Jr.

12 NOES: SUPERVISORS: None

13 ABSENT: SUPERVISORS: None

14 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
15 seal of the Board of Supervisors this 24th day of May, 2022.

16 LYNNA MONELL, Clerk of the
17 Board of Supervisors of
18 San Bernardino County,
19 State of California

20 _____
21 Deputy

22 Approved as to Form:

23 THOMAS BUNTON
24 County Counsel

25 By: _____
26 JOLENA E. GRIDER
27 Deputy County Counsel

28 Date: _____