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ORDINANCE NO.

An ordinance of San Bernardino County, State of California, to amend Sections 13.0613, of the San Bernardino County Code relating to compensation and working terms and conditions for the Exempt Group.

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.

(3) BASE BIWEEKLY SALARY or BIWEEKLY BASE SALARY means an employee's base hourly rate, excluding any differentials or other pay above the base

1 hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay
2 period. Base hours paid does not include time without pay or disability payments such
3 as short-term disability or workers' compensation.

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

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

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

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

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

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

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

26 (11) PAID STATUS refers to any pay period in which an employee codes
27 paid hours.

28 (12) REGULAR POSITION refers to a position authorized by the Board

1 of Supervisors that may be budgeted at either a full-time or part-time level, and that may
2 be in either the classified or unclassified service. It does not include recurrent, extra-help,
3 ordinance, contract and other contingent positions.

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

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

12 (c) Salary Schedules, Wage Increases, Classifications, and Salary Rates, and
13 Step Advancements.

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

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

19 Effective February 24, 2024, the County shall provide all classifications in
20 the Exempt Group with a three percent across the board salary increase.

21 Effective February 22, 2025, 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 the
25 "Discretionary General Funding and Restricted Funds" section of the County's Budget
26 Book, are less than a two percent increase in 2023-24 compared to 2022-23 and/or if
27 statewide 2011 Realignment Sales Tax Collections from Fiscal Year 2023-24,
28 representing collections from September 2023 through August 2024, decline by more

1 than four percent compared to 2022-23, then the County may, upon approval of the Board
2 of Supervisors, defer this three percent increase until August 23, 2025.

3 Effective February 21, 2026, the County shall provide all classifications in
4 the Exempt Group with a three percent across the board salary increase, subject to the
5 following:

6 If the County's Discretionary "Property Related Revenue", as defined in the
7 "Discretionary General Funding and Restricted Funds" section of the County's Budget
8 Book, are less than a two percent increase in 2024-25 compared to 2023-24 and/or if
9 statewide 2011 Realignment Sales Tax Collections from Fiscal Year 2024-25,
10 representing collections from September 2024 through August 2025, decline by more
11 than four percent compared to 2023-24, then the County may, upon approval of the Board
12 of Supervisors, defer this three percent increase until August 22, 2026.

13 (3) Revenue Sharing. For every one percent (1.00%) in "Property
14 Related Revenue" growth received in Fiscal Year 2023-24 above four percent (4.00%),
15 as defined in the "Discretionary General Funding and Restricted Funds" section of the
16 County's Budget Book, the County will provide a one-half percent (0.50%) equity
17 adjustment on February 22, 2025, up to a maximum equity of one percent (1.00%).

18 If Statewide 2011 Realignment Sales Tax Collections from Fiscal Year
19 2024-25, representing collections from September 2024 through August 2025, are greater
20 than a zero percent (0.00%) increase, then for every one percent (1.00%) in Property
21 Related Revenue growth received in 2024-25 above four percent (4.00%), the County will
22 provide a one-half percent (0.50%) equity adjustment on February 21, 2026, up to a
23 maximum equity of one percent (1.00%).

24 (4) List of Exempt Group Classifications.

25 (A) Exempt—Executive County Administrators.

26

EXECUTIVE COUNTY ADMINISTRATORS			
Job Code	Classifications	Benefit Group	Salary Grade
01115	Agricultural Commissioner/Sealer	B	85B

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1	03489	Assistant Executive Officer	B	101B
2	10030	Assistant Executive Officer - Human Services	B	101B
3	13111	Behavioral Health Medical Director	C	119C
4	03485	Chief Executive Officer	B	116B
5	01246	Chief Information Officer	B	97B
6	03515	Chief Probation Officer	B	93B
7	03310	Clerk of the Board of Supervisors	B	84B
8	03488	County Chief Financial Officer	B	100B
9	03487	County Clerk ¹	N/A	N/A
10	03495	County Counsel	B	107B
11	03500	County Librarian	B	86B
12	04228	Director of Aging and Adult Services	B	88B
13	04237	Director of Airports	B	83B
14	04383	Director of Arrowhead Regional Medical Center	B	118B
15	04300	Director of Behavioral Health	B	97B
16	04255	Director of Child Support	B	92B
17	04260	Director of County Museum	B	81B
18	04273	Director of Economic Development	B	83B
19	04276	Director of Fleet Management	B	81B
20	03482	Director of Government Relations	B	83B
21	10004	Director of Human Resources	B	98B
22	04320	Director of Land Use Services	B	91B
23	18200	Director of Preschool Services	B	87B
24	04340	Director of Public Works	B	97B
25	04356	Director of Purchasing	B	82B
26	04365	Director of Real Estate Services	B	86B
27	18143	Director of Risk Management	B	84B
28	04386	Director of Transitional Assistance	B	92B
	04390	Director of Veterans' Affairs	B	81B
	04250	Director, Children and Family Services	B	97B
	04280	Director, Community Development and Housing	B	86B
	18160	Director, Regional Parks	B	89B
	04278	Director, Workforce Development	B	83B
	04272	Economic Development Administrator	B	92B
	16345	Public Defender	B	101B
	08048	Public Health Director	B	97B
	18080	Registrar of Voters	B	87B
		¹ Salary for this position is set at \$1, not a salary grade.		

(B) Exempt—Associate Administrators.

ASSOCIATE ADMINISTRATORS			
Job Code	Classification	Benefit Group	Salary Grade
01061	Administrative Analyst I	D	56D
01066	Administrative Analyst II	C	66C
01068	Administrative Analyst III	C	73C
01060	Administrative Analyst Trainee	D	45T_D
01289	ARC Administrative and Financial Manager	C	73C
01292	ARC Project Administrator	C	57C
01288	ARC Public and Legislative Affairs Officer	C	62C
19173	ARMC Associate Chief Financial Officer	C	83C
19160	ARMC Chief Financial Officer	B	100B
01621	ARMC Chief Operating Officer	B	102B
19145	ARMC Finance and Budget Officer	C	77C
03098	Assistant Agricultural Commissioner/Sealer	C	75C
01280	Assistant Assessor	B	82B
01286	Assistant Auditor-Controller/Treasurer /Tax Collector	B	84B
01380	Assistant Chief Information Officer	C	92C
01297	Assistant Chief Probation Officer	C	85C
12149	Assistant County Librarian	C	73C
04229	Assistant Director of Aging and Adult Services	C	78C
04238	Assistant Director of Airports	C	73C
01373	Assistant Director of Behavioral Health	C	86C
04254	Assistant Director of Child Support	C	85C
04257	Assistant Director of Children and Family Services	C	85C
10019	Assistant Director of Human Resources	C	87C
04321	Assistant Director of Land Use Services	C	84C
18219	Assistant Director of Preschool Services	C	78C
04331	Assistant Director of Public Health	C	86C
04342	Assistant Director of Public Works	C	92C
04355	Assistant Director of Purchasing	C	77C
04393	Assistant Director of Real Estate Services	C	81C
18144	Assistant Director of Risk Management	C	77C

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04391	Assistant Director of Transitional Assistance	C	84C
04286	Assistant Director of Workforce Development	C	78C
01410	Assistant District Attorney	B	97B
01622	Assistant Hospital Administrator - Ambulatory Services	C	74C
03024	Assistant Investment Officer	D	66D
03114	Assistant Public Defender	B	97B
01294	Assistant Recorder	B	82B
18079	Assistant Registrar of Voters	C	78C
01532	Assistant Sheriff	C	93C - SAF
19172	Associate Chief Nursing Officer	C	86C
01625	Associate Hospital Administrator Professional Services	C	86C
01599	ATC Public Affairs Officer	C	57C
01666	Auditor-Controller/Treasurer/Tax Collector Division Chief	C	78C
01668	Auditor-Controller/Treasurer/Tax Collector Manager	C	71C
15054	Banking & Settlement Compliance Manager	D	62D
01067	Board of Supervisor's Administrative Analyst	B	73B
10000	BOS Chief of Staff	B	84B
02027	Building Official	C	82C
19957	Business Solutions Division Chief	C	82C
01076	Chief Administrative Analyst	C	80C
03070	Chief Appraiser	C	78C
01340	Chief Assistant County Counsel	B	100B
03107	Chief Assistant District Attorney	B	100B
03512	Chief Communications Officer	B	89B
04302	Chief Compliance Officer -Behavioral Health	C	80C
03099	Chief Deputy Clerk of Board of Supervisors	C	73C
01264	Chief Deputy County Museum	C	65C
19522	Chief Deputy Director of Sheriff's Administration	C	91C
03105	Chief Deputy District Attorney	C	94C
03115	Chief Deputy Public Defender	C	94C
03116	Chief Deputy Recorder	C	78C
03120	Chief Deputy Registrar of Voters	C	65C
03021	Chief Deputy Treasurer	C	80C

1	05177	Chief Engineering Geologist	C	74C
2	04393	Chief of Facilities Management	C	81C
3	15025	Chief Information Security Officer	C	92C
3	03111	Chief Learning Officer	B	81B
4	19165	Chief Medical Information Officer	C	107C
5	19166	Chief Medical Officer	C	114C
5	19164	Chief Nursing Officer	C	93C
6	16382	Chief of Animal Care and Control	C	81C
7	03175	Chief of Assessment Services	C	78C
7	03083	Chief of Clinical Operations	C	73C
8	03499	Chief of County Counsel's Administration	C	70C
9	03106	Chief of District Attorney's Administration	C	73C
9	10002	Chief of Environmental Health Services	C	81C
10	13138	Chief of Homeless Services	B	81B
11	04290	Chief of Operations Community Revitalization	C	80C
12	01077	Chief of Project Management	C	81C
13	03195	Chief of Public Defender's Administration	C	70C
13	03221	Chief Public Works Engineer	C	88C
14	03078	Child Support Chief Attorney	C	91C
14	03278	Children's Network Officer	C	69C
15	10025	Code Enforcement Chief	C	82C
16	12151	Community Services Finance and Operations Chief	C	73C
17	03503	County Chief Operating Officer	B	102B
18	01062	County Compliance, Ethics and Privacy Officer	C	76C
19	03496	County Counsel Research Attorney I	C	62T_C
19	03497	County Counsel Research Attorney II	C	71C
20	01078	County HIPAA Security Officer/Assistant Privacy Officer	C	72C
21	03504	County Labor Relations Chief	B	92B
22	13274	County Marketing, Media & Communications Coordinator	D	59D
23	19863	County Surveyor	C	84C
24	03150	Departmental IS Administrator	C	80C
25	19961	Deputy Chief of Business Solutions Development	C	77C
26	16401	Deputy Chief of Community Health Services	C	76C
27	16275	Deputy Chief Probation Officer	C	81C
28	04085	Deputy County Counsel I	C	64T_C
28	04095	Deputy County Counsel II	C	73T_C

1	04100	Deputy County Counsel III	C	80T_C
2	04105	Deputy County Counsel IV	C	86C_C
3	04107	Deputy County Counsel V	C	89C_C
4	13124	Deputy Director Behavioral Health Administrative Services	C	83C
5	03153	Deputy Director of Behavioral Health Program Services	C	83C
6	04292	Deputy Director of Fleet Management	C	74C
7	12121	Deputy Director of Governmental & Legislative Affairs	B	73B
8	18182	Deputy Director of Regional Parks	C	77C
9	04287	Deputy Director of RES Facilities Management	C	74C
10	04394	Deputy Director of RES Leasing & Acquisition	C	76C
11	01074	Deputy Director of RES Project Management	C	77C
12	18146	Deputy Director of Risk Management	C	71C
13	04124	Deputy Director, Administrative Services	C	75C
14	04299	Deputy Director, Behavioral Health Quality Management	C	83C
15	04256	Deputy Director, Child Support	C	74C
16	18162	Deputy Director, Children and Family Services	C	74C
17	04119	Deputy Director, Community Development and Housing	C	74C
18	04118	Deputy Director, Department of Aging and Adult Services	C	74C
19	04282	Deputy Director, Economic Development	C	74C
20	18201	Deputy Director, Preschool Services	C	74C
21	18167	Deputy Director, Program Development	C	74C
22	04288	Deputy Director, Public Works	C	88C
23	01331	Deputy Director, Sheriff's Coroner Division	C	75C - SAF
24	18163	Deputy Director, Transitional Assistance	C	74C
25	04397	Deputy Director, Veterans Affairs	C	74C
26	04275	Deputy Director, Workforce Development	C	74C
27	04060	Deputy Executive Officer	B	91B
28	16411	Deputy Public Information Officer	C	66C
	03493	Director of Legislative Affairs	B	83B
	16278	Director of Probation Administration	C	80C
	04289	Director of Project and Facilities Management	B	87B
	19162	Director of Public Relations and	C	68C

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	Marketing		
04402	District Attorney Assistant Chief Investigator	C	83C - SAF
04395	District Attorney Chief Investigator	C	89C - SAF
04406	District Attorney, Public Affairs Officer	C	73C
06041	Economic Development Manager	C	69C
16111	EMACS Manager	C	71C
05145	Emergency Medical Services Assistant Administrator	C	70C
01615	EPIC Systems Administrator	C	82C
06035	Field Representative	B	63B
03506	Finance and Administration Projects Coordinator	D	58D
03502	Government Relations Analyst	C	66C
08040	Health Officer	C	101C
08050	Healthcare Program Administrator	D	70D
13126	Homeless Services Officer	C	72C
06062	Housing Agency Finance Officer	C	66C
04291	Housing Development Manager	C	68C
16087	Human Capital Management Analyst Trainee	D	53T_D
16088	Human Capital Management Analyst	D	61D
16103	Human Capital Management Project Manager	D	68D
16119	Human Resources Administrative Manager	C	73C
16095	Human Resources Analyst I	D	60D
16098	Human Resources Analyst II	D	68D
16100	Human Resources Analyst III	C	71C
16094	Human Resources Analyst Trainee	D	47T_D
16091	Human Resources Assistant	D	33D
10027	Human Resources Deputy Director	C	84C
16110	Human Resources Division Chief	C	80C
16115	Human Resources Business Partner I	D	65T_D
16116	Human Resources Business Partner II	C	72C
16101	Human Resources Investigator	D	68D
16109	Human Resources Manager	C	75C
16093	Human Resources Specialist	D	41D
16092	Human Resources Technician	D	35D
05108	Human Services Administrative Manager	D	60D
04414	Human Services Auditing Chief	C	75C
05101	Human Services Program Integrity Division Chief	C	74C

1	03023	Indigent Defense Analyst	D	56D
2	15024	IT Chief Finance Officer	C	80C
3	01302	IT Deputy Chief	C	77C
3	15022	IT Division Chief	C	82C
4	15023	IT Finance Officer	C	71C
5	15020	Information Services Security Officer	C	78C
5	15033	Investment Analyst	D	64D
6	15032	Investment Analyst Trainee	D	51T_D
7	01667	Investment Officer	C	73C
7	05092	Labor Negotiator	C	80C
8	03511	Labor Relations Analyst	D	60D
9	01251	Land Development Chief	C	82C
9	03112	Learning and Organizational Development Division Chief	C	73C
10	12102	Legislative Analyst	C	70C
11	04267	Marketing and Events Manager	C	62C
12	03176	Network Services Division Chief	C	82C
13	19656	Organizational Development Business Partner	C	63C
14	01250	Planning Director	C	82C
14	09999	Principal Administrative Analyst	C	77C
15	16220	Principal Appraiser	C	69C
16	03100	Principal Assistant County Counsel	B	94B
16	10024	Principal Management Analyst	B	84B
17	19856	Probation Health Services Manager	C	81C
18	16360	Public Health Chief Financial Officer	C	81C
18	16358	Public Health Division Chief	C	80C
19	16385	Public Health Medical Director	C	97C
20	16410	Public Information Officer	B	83B
20	04341	Public Works Chief Financial Officer	C	80C
21	01638	Quality and Accreditation Administrator	C	88C
22	16389	Quality and Compliance Officer	C	75C
22	18031	Real Estate Services Manager	C	67C
23	18141	Risk Assessment Officer	C	70C
24	01600	SAP Chief	C	80C
24	16102	Senior Human Resources Investigator	C	72C
25	03509	Senior Labor Relations Analyst	C	72C
26	03510	Senior Labor Relations Officer	C	75C
26	16089	Senior Human Capital Management Analyst	D	65D
27	04207	Sheriff's Deputy Director of Administrative Services	C	84C
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1	19521	Sheriff's Administrative Manager	C	73C
2	19465	Sheriff's Captain	C	83C - SAF
3	19460	Sheriff's Deputy Chief	C	88C - SAF
4	19518	Sheriff's Executive Officer of Corrections and Support Services	C	88C
5	19520	Sheriff's Financial Manager	C	80C
6	19517	Sheriff's Finance Officer	C	75C
7	19507	Sheriff's Health Services Administrator	C	84C
8	04123	Special Assistant Deputy District Attorney	C	88C
9	04126	Special Assistant to the District Attorney	B	97B
10	03505	Strategic Initiatives Chief	C	80C
11	19196	Strategy and Business Development Officer	C	77C
12	19822	Supervising Deputy County Counsel	C	92C
13	16120	Supervising Human Resources Business Partner	C	75C
14	16096	Supervising Human Resources Technician	D	43D
15	21005	Undersheriff	B	98B - SAF
16	17351	Victim Services Chief	C	71C

(C) Exempt—Executive Assistants.

EXECUTIVE ASSISTANTS			
Job Code	Classification	Benefit Group	Salary Grade
01059	Administrative Aide (K)	C	57C
03101	Administrative Aide to the County Counsel	C	57C
01598	Auditor-Controller/Treasurer/Tax Collector Executive Assistant	C	57C
05282	CEO Executive Assistant	C	62C
05281	CEO Executive Assistant - Unclassified	C	60C
16019	County Counsel Law Clerk	C	58C
19046	County Counsel Lead Secretary	D	48D
03498	County Counsel Paralegal	D	50D
03507	County Counsel Senior Paralegal	D	54D
05320	Executive Assistant	D	57D
05292	Executive Administrative Assistant I	D	46D
05291	Executive Administrative Assistant II	D	49D
05293	Executive Administrative Assistant III	D	53D
05256	Executive Secretary, Board of	C	52C

	Supervisors		
03280	Secretary, Civil Service Commission	D	45D
05290	Senior Executive Administrative Assistant	C	56C
19540	Sheriff's Special Assistant	C	57C

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

(5) Salary Rates and Step Advancements.

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

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

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

1 An appointing authority may request, in limited exceptional
2 circumstances and with adequate justification, the adjustment of the salary step or salary
3 rate of an employee to maintain salary equity within the system, to prevent undue
4 hardship or unfairness due to the application of any rule or policy, or to correct any salary
5 inequity, subject to the recommendation of the Director of Human Resources and the final
6 approval of the Chief Executive Officer or his/her designee. The Director of Human
7 Resources may authorize the adjustment of the salary step or salary rate of an employee
8 to correct any payroll error or omission, including any such action which may have arisen
9 in any prior fiscal year.

10 (B) Implementation of Classification Study Results.

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

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

26 (C) Salary Rate Adjustment. A salary rate (equity) adjustment is
27 a change in the salary range assignment of an existing classification as a result of a
28 compensation study. Step placement for incumbent employees whose classification is

1 assigned to a higher base salary range shall be determined as follows, unless this process
2 is waived by the Chief Executive Officer:

3 (I) If the employee's original base rate of pay is less than
4 Step 1 of the newly designated pay range, the employee shall be placed on Step 1 of the
5 new range. The employee shall be eligible to advance to the next step upon receiving a
6 satisfactory rating after completion of 1,040 hours, in accordance with the requirements
7 of Subsection 13.0613(c)(4)(A). Subsequent step advances shall be administered in
8 accordance with Subsection 13.0613(c)(4)(A).

9 (II) If the employee's original base rate of pay falls within
10 the newly designated pay range, and the salary adjustment granted is at least two salary
11 ranges, the employee shall be placed upon the step in the new range that is approximately
12 a five percent salary increase, not to exceed the maximum step of the new range. If the
13 employee's original base rate of pay falls within the newly designated pay range, and the
14 salary adjustment granted is less than two salary ranges, the employee shall be placed
15 upon the step in the new range that is approximately a two and one-half percent salary
16 increase, not to exceed the maximum step of the new range. The employee shall be
17 eligible to advance to the next step upon receiving a satisfactory rating after completion
18 of 1,040 hours, in accordance with the requirements of Subsection 13.0613(c)(4)(A).
19 Subsequent step advances shall be administered in accordance with Subsection
20 13.0613(c)(4)(A).

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

26 An employee demoted for non-disciplinary reasons who returns to
27 their former classification during the probationary period or within 2,080 service hours of
28 promotion, shall be returned to the same salary step within the base salary range for the

1 former classification that the employee was on prior to promotion. No credit shall be
2 granted for hours worked at the promoted level for the next step advance due date.

3 An employee demoted for non-disciplinary reasons shall be placed
4 on a step closest to, but not less than, their current base rate of pay on the salary range
5 of the classification to which the employee demotes, not to exceed the top step of the
6 applicable range, with the approval of the appointing authority and the Director of Human
7 Resources.

8 An employee who demotes for non-disciplinary reasons to a trainee
9 classification for which the journey level classification is higher than the classification they
10 demoted from, shall be placed on a step closest to, but not less than, their current base
11 rate of pay on the salary range of the classification to which the employee demoted.
12 Employees whose current base rate of pay exceeds the top step of the salary range to
13 which the employee demoted shall be placed on the "X" step and retain their current base
14 rate of pay. Provided that the "X" step continues to be above the top step of the demoted
15 classification range, the employee shall receive no future salary rate increases until the
16 employee has promoted to the journey level classification.

17 An employee who demotes for non-disciplinary reasons to a trainee
18 classification for which the journey level classification is lower than the classification they
19 demoted from shall retain the same salary rate, provided that the salary rate does not
20 exceed the top step of the journey level classification. If the salary rate is higher than the
21 top step of the journey level classification, the employee shall be placed at the top step
22 of the base salary range of the lower journey level classification.

23 (E) Promotion. A promotion is the appointment of an employee
24 from one classification to a classification having a higher base salary range. A promoted
25 employee shall receive at least the entrance rate of the new range or a two-step or five
26 percent salary increase, (i.e., mathematically closest to five percent) whichever is greater,
27 provided that no employee is thereby advanced in step nor advanced above the top step
28 of the higher base salary range. At the discretion of the appointing authority and with the

1 approval of the Director of Human Resources, an employee may be placed at any step
2 within the higher base salary range. Promotions shall be effective only at the beginning
3 of a pay period unless the Director of Human Resources approves an exception.

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

13 (e) Hours of Work.

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

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

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

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

10 (B) Sick leave that is not pre-approved and sick leave used by
11 employees on leave restriction shall not be considered as time actually worked for the
12 purpose of calculating overtime. PRE-APPROVED shall mean notice to management at
13 least 48 hours prior to the beginning of the leave.

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

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

27 (D) Variable Work Schedule. An appointing authority, with
28 agreement of an affected employee, may arrange for that individual to take such time off

1 as necessary to ensure that an employee's actual time worked does not exceed 40 hours
2 within a given work period.

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

7 (f) Insurance Programs.

8 (1) Medical and Dental Coverage Insurance.

9 (A) All eligible employees scheduled to work 40 hours or more per
10 pay period in a regular position must enroll in a medical and dental plan offered by the
11 County. Employees who fail to elect medical and dental plan coverage will be
12 automatically enrolled in the medical broad network HMO plan and dental HMO plan with
13 the lowest biweekly premium rates available in the geographical location of the
14 employee's primary residence. Medical and dental plan coverage will become effective
15 on the first day of the pay period following the first pay period in which the employee is
16 scheduled to work 40 hours or more and be in paid status.

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

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

27 (D) Notification of a mid-year qualifying event must be submitted
28 to Human Resources in accordance with procedures adopted by Human Resources.

1 Employees are responsible for notifying the County within 60 days of dependent's change
2 in eligibility for the County plans.

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

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

8 (G) Premiums for coverage will be automatically deducted from
9 the employee's pay warrant. Failure to pay premiums will result in loss of coverage for
10 the employee and/or the dependents. If the employee does not have sufficient earnings
11 to cover the deduction for premiums, the employee must make alternative payment
12 arrangements that are acceptable to Human Resources.

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

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

23 (II) Employees scheduled to work 61 to 80 hours who, prior
24 to July 9, 2005, elected to waive medical plan coverage to a spouse, domestic partner,
25 or parent employed by the County and continue to waive will receive \$230.00 per pay
26 period; employees scheduled for 40 to 60 hours who continue to waive shall receive
27 \$115.00 per pay period.

28 (III) New opt-outs or waives (i.e., new employees and

1 current employees who opted-out or waived effective July 9, 2005, and any time
2 thereafter) scheduled for 61 to 80 hours per pay period will receive \$40.00 per pay period;
3 new opt-outs or waives scheduled for 40 to 60 hours shall receive \$20.00 per pay period.

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

9 (J) The rules and procedures for electing to opt-out of or waive
10 County-sponsored medical and dental plan coverage are established and administered
11 by Human Resources.

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

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

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

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

28 (V) There must be no break in the employee's medical

1 and/or dental plan coverage between the termination date of the other employer group
2 coverage and enrollment in a County sponsored medical and/or dental plan. Terms and
3 conditions of the applicable plan will determine the required retroactive enrollment period
4 and premiums required to implement coverage. Failure to notify the County of loss of
5 group coverage within 60 calendar days will require the employee to pay their insurance
6 premiums retroactively on an after-tax basis.

7 (K) For employees assigned to work in the Needles, Trona, and
8 Baker work locations, the County will establish a Needles Subsidy. To be eligible for the
9 Needles Subsidy the employee must be enrolled in a medical plan and receive the MPS.
10 The Needles Subsidy will be paid by the employee's department and will be equal to the
11 amount of the premium difference between the indemnity medical plan offered in these
12 specific work locations and the HMO medical plan with the most comparable benefit
13 design (e.g., similar copayment amounts, out-of-pocket maximums, etc.) provided by the
14 County. The applicable subsidy amount shall be paid directly to the provider of the
15 County-sponsored medical plan in which the eligible employee has enrolled. This
16 Needles Subsidy will be established each year when premiums change for the County-
17 sponsored medical plans. The subsidy will be discontinued when the HMO plan used in
18 the comparison above in this paragraph becomes available to the employees.

19 (2) Term Life Insurance.

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

28 (B) Voluntary Life Insurance. In accordance with the procedures

1 established by Human Resources, eligible employees may purchase, through payroll
2 deductions, term life insurance subject to carrier requirements. New employees shall
3 become initially eligible to participate in this program on the first day of the pay period
4 following the pay period in which the employee is in paid status. Participation will continue
5 as long as premiums are paid timely. If the employee does not have sufficient earnings
6 to cover the deduction for premiums, the employee must make alternative payment
7 arrangements that are acceptable to Human Resources.

8 (4) Group Universal Life. Eligible employees may purchase, through
9 payroll deductions, group universal life insurance subject to carrier requirements and
10 approval. The benefit levels for such insurance shall be equivalent to no more than three
11 times the employee's annual base earnings. Employees who purchase group universal
12 life insurance shall be provided a County contribution towards the biweekly premium
13 based on the following schedule:

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

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

24 (5) Accidental Death and Dismemberment Insurance. Exempt Group
25 employees may purchase amounts of accidental death and dismemberment insurance
26 coverage for themselves and dependents through payroll deduction. New employees
27 shall become initially eligible to participate in these programs on the first day of the pay
28 period following the first pay period in which the employee is in paid status. Participation

1 will continue as long as premiums are paid timely. If the employee does not have
2 sufficient earnings to cover the deduction for premiums, the employee must make
3 alternative payment arrangements that are acceptable to Human Resources. The
4 benefits will be provided subject to carrier requirements and will be administered by
5 Human Resources.

6 (6) Long-Term Disability Insurance. The County will provide Exempt
7 Group employees with long-term disability insurance subject to carrier requirements and
8 approval. The benefit levels are subject to carrier requirements. Integration of leave
9 balances (e.g., sick, vacation, etc.), either partially or fully, are allowed in conjunction with
10 long-term disability benefits.

11 (7) Short-Term Disability Insurance. The County will provide an
12 employer paid short-term disability insurance plan for Exempt Group employees. This
13 benefit shall apply to Exempt Group employees in regular positions who are regularly
14 scheduled to work 40 hours or more per pay period. The short-term disability insurance
15 plan benefit coverage shall be governed by the plan document that has been approved
16 and adopted by the Board of Supervisors for Exempt Group employees and is subject to
17 carrier requirements and approval. The short-term disability insurance plan benefit
18 coverage shall include a provision for a seven consecutive calendar day waiting period
19 from the first day of disability before benefits begin. Benefits shall be 55 percent of base
20 salary up to a weekly maximum established by a formula that incorporates the State of
21 California for the State Disability Insurance fund maximum. Benefit payments terminate
22 when the employee is no longer disabled or after receiving 180 days of benefits at which
23 time the employee would be eligible for long-term disability benefits if still medically
24 disabled.

25 (8) Vision Care Insurance. Subject to carrier requirements, the County
26 will pay the premiums for vision care insurance for employees who are in paid status and
27 their eligible dependents.

28 (g) Leave Provisions.

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

8 (A) Definition.

9 (I) FAMILY MEMBER. A FAMILY MEMBER, as defined
10 by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner,
11 grandparent, grandchild, sibling, or any person designated by the employee at the time
12 the employee requests paid sick days. An employee shall not identify more than one
13 “designated person” as a family member in a 12-month period from the first date of
14 designation. PARENT means a biological, foster, adoptive, or stepparent, a legal
15 guardian, or a person who stood in loco parentis when the employee was a minor child
16 of the employee, or the employee’s spouse or registered domestic partner. CHILD means
17 a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic
18 partner, or a child to whom the employee stands in loco parentis. DOMESTIC PARTNER
19 is defined by Family Code section 297.

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

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

1 accumulation.

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

5 (D) Administration.

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

10 (II) Notice of Sickness. In 24-hour departments, the
11 appointing authority or designee should be notified at least two hours prior to the start of
12 the employee's scheduled tour of duty of a sickness on the first day of absence and must
13 be notified at least one hour prior to the start of the employee's scheduled tour of duty.
14 In other departments, the appointing authority or designee must be notified within one-
15 half hour after the start of the employee's scheduled tour of duty of a sickness on the first
16 day of absence.

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

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

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

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

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

11 (I) Family Sick Leave. A maximum of one-half of the
12 employee's annual accrual of earned sick leave per calendar year may be used for
13 attendance upon family members who require the attention of the employee. Upon
14 approval of the appointing authority, the employee may use part of this annual allowance
15 for attendance upon members of the employee's extended family residing in the
16 employee's household who require the attention of the employee.

17 (II) Bereavement. A maximum of three days earned sick
18 leave may be used per occurrence for bereavement due to the death of an employee's
19 family member as defined in section 13.0613(g)(1)(A)(I), except for a person "designated"
20 by the employee for sick leave purposes, and for any member of the employee's extended
21 family as defined in section 13.0613(g)(1)(A)(II) or any relative who resided with the
22 employee.

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

27 (IV) Medical, Optical or Dental Appointments. The
28 employee may use sick leave for medical, dental or optical appointments; however, every

1 effort should be made to schedule the appointments at a time of day that will minimize
2 the employee's time off work.

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

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

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

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

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

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

20 (III) It is the responsibility of the employee to obtain written
21 notice from the medical provider of authorization to return to work with or without job
22 modification. To ensure all necessary and relevant medical information is provided, the
23 County shall make available forms to be completed by the medical provider. It is the
24 responsibility of the employee to provide verbal notice to his or her appointing authority
25 immediately upon receipt of the medical provider's authorization to return to work, and no
26 later than 24 hours after receipt of the notice. The appointing authority or designee will
27 schedule an appropriate medical evaluation for the employee with the Center for
28 Employee Health and Wellness prior to the employee's return to work. The employee

1 shall provide the medical provider's written notice of authorization to return to work to the
2 Center at or prior to the employee's scheduled appointment time.

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

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

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

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

24 (H) Employees covered by Labor Code section 4850 who are
25 injured in the line of duty are entitled to full salary in lieu of Workers' Compensation
26 benefits and sick leave for a period not to exceed one year. After the employee has used
27 one full year of such "4850 time", said employee may use accumulated paid leave with
28 pay with the approval of the appointing authority to augment temporary disability

1 payments if said employee is still temporarily disabled by order of an accepted physician
2 under the Workers' Compensation sections or until said employee is retired.

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

6 Upon the death of an active employee with five or more years of
7 continuous service from the most recent date of hire in a regular position, the estate of
8 the deceased employee will be paid the cash value for the unused sick leave balances
9 according to the sick leave conversion formula below only up to 1,000 hours, and will not
10 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

16 (J) Sick Leave Conversion. While employed by the County,
17 employees who have contributed to a public sector retirement(s) for over five years and
18 have not withdrawn the contribution from the system(s) may exchange accrued sick leave
19 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

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

27 (2) Vacation Leave.

28 (A) Definition. VACATION is a right, earned as a condition of

1 employment, to a leave of absence with pay for the recreation and well-being of the
2 employee. If an employee has exhausted sick leave, vacation leave may be used for sick
3 leave purposes upon a special request of the employee and with the approval of the
4 appointing authority.

5 (B) Accumulation. Employees in regular positions scheduled to
6 work 80 hours per pay period shall accrue, on a pro-rata basis, vacation leave for
7 completed pay periods. Such vacation leave shall be available for use on the first day
8 following the pay period in which it is earned, provided an employee has worked six pay
9 periods from the employee's hire date. Employees in regular positions paid less than 80
10 hours per pay period or job shared positions shall receive vacation leave accumulation
11 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

15 The maximum vacation leave accrual balance that may be carried
16 over to a future calendar year shall be 480 hours. However, the maximum vacation leave
17 accrual balance that may be carried over into a future calendar year for an employee with
18 a balance of more than 480 hours at the end of calendar year 2010 shall be such
19 employee's vacation leave balance at the end of pay period 26 of calendar year 2010.
20 Thereafter, the maximum vacation accrual balance for those employees with a balance
21 greater than 480 hours at the end of calendar year 2010 shall be adjusted annually at the
22 end of each calendar year and shall never be increased. Any vacation leave accrual
23 balance in excess of the employee's maximum leave accrual balance at the end of the
24 calendar year shall be cashed out and paid in accordance with Subsection
25 13.0613(g)(2)(E)(II).

26 (C) Administration.

27 (I) Vacation periods should be taken annually with the
28 approval of the appointing authority at such time as will not impair the work schedule or

1 efficiency of the department but with consideration given to the well-being of the
2 employee.

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

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

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

13 (D) Prior Service. New employees hired into the County in regular
14 positions who have been employed by a public jurisdiction or private sector in a
15 comparable position or a position which has prepared such employees for an assignment
16 to a position in the Exempt Group may receive credit for such previous experience in the
17 former agency(s) in determining their vacation accrual rate. Such determination as to the
18 comparability of previous experience and amount of credit to be granted rests solely with
19 the Director of Human Resources or designee. Requests for prior service credit should
20 be made at the time of hire or as soon as possible thereafter but in no event later than
21 one year from the employee's hire date.

22 (E) Conversion of Vacation Leave to Cash.

23 (I) Elective Conversion. An employee may sell back
24 vacation leave at the base hourly rate of the employee as hereinafter provided, upon
25 approval of the appointing authority. Eligible employees may exercise these options
26 under procedures established by the Director of Human Resources. In lieu of cash, the
27 employee may designate that part or all of the value of vacation leave be contributed to
28 the County's 401(k) Defined Contribution Plan or 457(b) Deferred Compensation Plan. In

1 order to sell back vacation leave prior to termination or retirement, an employee may
2 exercise the following options:

3 Option 1. Future Accruals. An employee must make an
4 irrevocable election during the month of December, specifying the number of hours to be
5 sold back from the next calendar year's vacation leave accrual. Such election must be
6 made in increments of not less than ten hours and may not exceed 160 hours. All
7 designated hours remaining in the last pay period of the calendar year will automatically
8 be converted into cash in the last pay period of the calendar year.

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

12 (II) Automatic Conversion. At the end of the last pay
13 period of the calendar year, an employee shall automatically have any vacation leave
14 accruals in excess of the employee's maximum vacation leave accrual balance converted
15 to cash. Such automatic vacation leave cash out shall be paid in pay period 1 of the next
16 calendar year.

17 (3) Holiday Leave.

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

20 January 1

21 Third Monday in January

22 Third Monday in February

23 Last Monday in May

24 June 19

25 July 4

26 First Monday in September

27 Second Monday in October

28 November 11

- 1 Thanksgiving Day
- 2 Day after Thanksgiving
- 3 December 24
- 4 December 25
- 5 December 31

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

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

18 (C) Maximum Holiday Leave Accrual Balance

19 (I) The maximum holiday leave accrual balance that may
20 be carried over to a future calendar year shall be 112 hours. However, the maximum
21 holiday leave accrual balance that may be carried over into a future calendar year for an
22 employee with a balance of more than 112 hours at the end of calendar year 2010 shall
23 be such employee's holiday leave balance at the end of pay period 26 of calendar year
24 2010. Thereafter, the maximum holiday accrual balance for those employees with a
25 balance greater than 112 hours at the end of calendar year 2010 shall be adjusted
26 annually at the end of each calendar year and shall never be increased.

27 (II) Effective pay period 14 of calendar year 2022, the
28 maximum holiday leave accrual balance will increase to 120 hours. The maximum

1 holiday leave balance that may be carried over to a future calendar year shall be 120
2 hours. However, employees with a grandfathered balance of more than 120 hours shall
3 carry over their maximum grandfathered accrual balance in accordance with Subsection
4 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in excess of the employee's
5 maximum holiday leave accrual balance at the end of the calendar year shall be cashed
6 out and paid in accordance with Subsection 13.0613(g)(3)(G)(II).

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

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

12 (F) When a fixed holiday falls on a Saturday, the previous Friday
13 will be observed as the fixed holiday except that when the preceding Friday is also a fixed
14 holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed
15 holiday falls on a Sunday, the following Monday will be observed as the fixed holiday
16 except that when the following Monday is also a fixed holiday, the following Tuesday will
17 be observed as the fixed holiday.

18 (G) Conversion of Holiday Leave to Cash.

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

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

27 Option 1. Future Accruals. An employee must make an
28 irrevocable election during the month of December, specifying the number of hours to be

1 sold back from the next calendar year's holiday time accrual. Such election must be made
2 in increments of not less than eight hours and may not exceed the annual amount to be
3 accrued for the next calendar year. All designated hours remaining in the last pay period
4 of the calendar year will automatically be converted into cash in the last pay period of the
5 calendar year.

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

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

13 (H) Grandfathered Holiday Time. An employee promoted from
14 the Safety Management and Supervisory Unit to the Exempt group who has any
15 grandfathered holiday time at the time of promotion, will be allowed to retain such
16 grandfathered holiday time. Such time may be used or compensated at the time of
17 retirement or separation under the same terms and conditions as are applicable to Safety
18 Management and Supervisory Unit employees.

19 (4) Special Leaves of Absence Without Pay.

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

22 (I) Is medically incapacitated to perform the duties of the
23 position;

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

26 (III) Takes a leave of absence pursuant to the Federal
27 Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or
28 Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act

1 (FEHA);

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

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

11 (C) Type of Leave of Absences. There are four types of leaves of
12 absences. All requests must be in writing and require the approval of the appointing
13 authority or designee and the Director of Human Resources or designee. Upon request,
14 the appointing authority or designee and the Director of Human Resources or designee
15 may grant successive leaves of absence. All benefits shall be administered in
16 accordance with the appropriate section of this code.

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

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

24 An employee on an approved leave of absence without pay
25 under this provision will continue to receive the benefits outlined in Subsection
26 13.0613(k)(1)(B)(III) for a period of six pay periods. Certification from a health care
27 provider is required for all instances of medical leave under this provision. Employees
28 are required to inform supervisors of the need for leave at least 30 days before

1 commencement where possible.

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

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

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

12 (ii) Return Process. An employee may return to the
13 same department in the classification from which the employee took the leave of absence
14 with the approval of the appointing authority and the Director of Human Resources.
15 Alternatively, the employee may apply through Human Resources by the last day of the
16 leave of absence. The employee will be placed on the eligible list for the classification
17 from which he or she took the leave of absence without examination. Placement on the
18 eligible list will be administered in accordance with the requalification provisions of the
19 Personnel Rules. If the employee does not return to a regular position within 90 calendar
20 days of the expiration of such a leave the employee shall be terminated from County
21 service. If reemployed, the employee shall be required to serve a new probationary
22 period. The Director of Human Resources or designee has the discretion to waive the
23 requirement to serve a new probationary period.

24 (iii) Benefits Upon Return. An employee who
25 returns to a regular position within 90 days after the expiration of the leave of absence
26 without right to return shall retain his or her hire date for purposes of leave accruals and
27 step advances; except that the employee will not receive service credit for the period of
28 time the employee is on the leave of absence without right to return. To be reemployed

1 and retain the above benefits, the employee must be appointed to a position no later than
2 90 calendar days after the date of expiration of the leave of absence. The 90 days shall
3 run concurrently with the first 90 days of the one-year period provided in the
4 reemployment subdivision.

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

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

14 The employee will be removed from his or her position
15 so that the department may fill behind the employee. Retirement contributions shall
16 remain in the system and cannot be requested for distribution until the expiration of the
17 leave. The employee shall be eligible to purchase benefits pursuant to the federal
18 Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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

27 (ii) Upon return from a medical leave of absence,
28 the employee shall retain hire date for purposes of leave accruals and step advances;

1 except that the employee will not receive service credit for the period of time the employee
2 is on the medical leave of absence.

3 (5) Medical Emergency Leave. The particulars of the Medical
4 Emergency Leave policy are as follows:

5 (A) The employee must have regular status with the County or
6 one year of continuous service in a regular position with the County.

7 (B) The employee must meet all of the following criteria before he
8 or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved
9 medical leave of absence for at least 30 calendar days (160 working hours) exclusive of
10 an absence due to a work related injury/illness; (2) submit a doctor's off work order
11 verifying the medical requirement to be off work for a minimum of 30 calendar days (160
12 working hours); (3) have exhausted all useable leave balances prior to initial eligibility for
13 Medical Emergency Leave donations—subsequent accruals will not affect eligibility; and
14 (4) have also recorded at least 40 hours of sick leave without pay during the current period
15 of disability.

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

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

28 (E) The donation is to be utilized for the employee's Medical

1 Emergency Leave only; the donation to one employee is limited to a total of 1,040 hours
2 per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less
3 than 40 hours per week. Example: An employee who is regularly scheduled 20 hours per
4 week is eligible for a maximum donation of 520 hours of Medical Emergency Leave.

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

7 (6) Compulsory Leave. If, in the opinion of the appointing authority,
8 employees are unable to perform the duties of their position for physical or psychological
9 reasons, they may be removed from duty without pay or may use appropriate accrued
10 paid leave for which they are eligible. In addition, such employees may be required to
11 submit to an examination by either a physician or other competent authority designated
12 by the Director of Human Resources or by their own physician or practitioner, as
13 appropriate. If the examination report of the competent authority (e.g., physician,
14 appropriate practitioner) shows the employee to be in an unfit condition to perform the
15 duties required of the position, the appointing authority shall have the right to compel such
16 employee to take sufficient leave of absence with or without pay, to transfer to another
17 position without reduction in compensation, and/or follow a prescribed treatment regimen
18 until medically qualified to return to unrestricted duty. An employee who has been
19 removed from duty for physical or psychological reasons by the appointing authority, and
20 was required to submit to an examination, may not return to duty until such time as
21 medical clearance has been obtained.

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

27 (7) Military Leave. As provided in the California Military and Veterans
28 Code section 395 et seq., and any amendment thereto, and the Federal Uniformed

1 Services Employment and Reemployment Rights Act of 1994, a County employee,
2 regular, extra-help, per diem, or recurrent may be entitled to the following rights
3 concerning military leave:

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

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

14 (C) Temporary Active Duty. Any employee who is a member of
15 the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled
16 to temporary military leave of absence for the purpose of active military training,
17 encampment, naval cruises, special exercises or like activities provided that the period of
18 ordered duty does not exceed 180 calendar days, including time involved in going to and
19 returning from such duty. While on paid status, an employee on temporary military leave
20 shall receive the same vacation, holiday, and sick leave, step advances, and benefits that
21 would have been enjoyed had the employee not been absent, providing such employee
22 has been employed by the County for at least one year immediately prior to the date such
23 leave begins. In determining the one-year employment requirement, all time spent in
24 recognized military service, active or temporary, shall be counted. An exception to the
25 above is that an uncompleted probationary period must be completed upon return to the
26 job. Any employee meeting the above one-year employment requirement shall be entitled
27 to receive his or her regular salary or compensation, pursuant to Subsection
28 13.0613(g)(7)(E).

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

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

13 Eligible employees are also entitled to the reemployment and benefit
14 rights as further described in the Uniformed Services Employment and Reemployment
15 Rights Act, 38 U.S.C. sections 4301 to 4333. Specifically, a returning employee will
16 receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick
17 leave balance (unless the employee has received payment for unused sick leave in
18 accordance with provisions contained herein), the retirement plan contribution rate, and
19 retirement system contributions (provided the employee complies with any requirements
20 established by the Retirement Board). However, such employee will not have accrued
21 vacation, sick leave, or other benefit while absent from County employment, except as
22 provided in the temporary duty provision.

23 (E) Compensation. This provision does not include an
24 employee's attendance for inactive duty, commonly referred to as weekend reserve
25 meetings, muster duty, or drills. Employees must use their own time to attend such
26 meetings. Should the meetings unavoidably conflict with an employee's regular working
27 hours, the employee is required to use vacation or holiday leave, leave without pay, or
28 make up the time. Employees who are called in for a medical examination to determine

1 physical fitness for military duty must also use vacation leave, leave without pay, or make
2 up the time. Employees cannot be required to use their accrued leave. Any employee
3 meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or
4 compensation for the first 30 calendar days of any such leave. Pay for such purposes
5 shall not exceed 30 days in any one fiscal year and shall be paid only for the employee's
6 regularly scheduled workdays that fall within the 30 calendar days.

7 (F) Extension of Benefits. The County recognizes the increased
8 requirements of the military due to the current threats facing the United States of America
9 and, as such, has established a program under which employees may be eligible for an
10 extension of benefits. Employees who are called to active duty as a result of the activation
11 of military reservists beginning in September 2001, and who are eligible to receive the 30
12 calendar days military leave compensation, and are on an involuntary order as defined
13 by Enclosure 4 of the Department of Defense Instruction 1215.06 shall receive the
14 difference between their base County salary and their military salary starting on the thirty-
15 first calendar day of military leave. The difference in salary shall continue for the period
16 approved by the Board of Supervisors. During this period, the County will continue to
17 provide the employee the benefits and all leave accruals as were provided prior to such
18 active duty. Retirement contributions and service credit will be granted if the employee
19 had enough pay to cover the entire retirement system contribution. If the employee does
20 not receive enough pay to cover the retirement system contribution, no contribution or
21 credit will be given. Employees should note that the accidental death and
22 dismemberment (AD&D) plan contains a war exclusion.

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

1 approval of the Board of Supervisors.

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

7 (9) Jury Duty Leave. Employees in regular positions who are
8 ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled
9 to base pay for those hours of absence from work, provided the employee waives fees
10 for service, other than mileage. Such employees will further be required to deliver a "Jury
11 Duty Certification" form at the end of the required jury duty to verify such service. When
12 practicable, the appointing authority will convert an employee's regular tour of duty to a
13 day shift tour of duty during the period of jury duty. Employees required to serve on a jury
14 must report to work before and after jury duty provided there is an opportunity for at least
15 one hour of actual work time. Employees volunteering to serve on a Grand Jury shall be
16 granted a leave of absence without pay to perform the duties of a member of the Grand
17 Jury, in the same manner as provided in Subsection 13.0613(g)(4).

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

27 (11) Witness Leave. Employees in regular positions shall be entitled to a
28 leave of absence from work when subpoenaed to testify as a witness, such subpoena

1 being properly issued by a court, agency, or commission legally empowered to subpoena
2 witnesses. This benefit shall not apply in any case in which the subpoenaed employee
3 is a party to the action or the subpoena has arisen out of the employee's scope of
4 employment. Witness leave shall not be charged against any accumulated leave
5 balances and shall be compensated at the employee's base hourly rate. This benefit will
6 be paid only if the employee has demanded witness fees at the time of service of the
7 subpoena, and such fees are turned over to the County.

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

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

22 (13) Bereavement Leave. Employees in regular positions may use up to
23 two days paid leave, not charged to the employee's personal leave balances, per
24 occurrence for bereavement due to the death of an employee's family member as defined
25 in Subsection 13.0613(g)(1)(A)(I) except for a person "designated" by the employee for
26 sick leave purposes. One additional day shall be granted if the employee travels over
27 1,000 miles from his or her residence to the bereavement service(s). This additional day
28 shall not be charged to the employee's personal leave balances. The appointing authority

1 may request verification of distance traveled. All employees are entitled to a total of 5
2 days of unpaid bereavement leave. The five days of leave shall include paid leave under
3 this section, and use of sick leave as defined in section 13.0613(g)(1)(E)(II) above.

4 An employee who has been with the County for 30 days or more may utilize
5 Bereavement Leave for each occurrence of reproductive loss. Reproductive loss includes
6 failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted
7 reproduction as defined by California Government Code section 12945.6. The leave may
8 be non-consecutive, but must be taken within 3 months of the event as defined by
9 California Government Code section 12945.6(a)(7). If an employee experiences more
10 than one reproductive loss event in a 12-month period, Bereavement Leave for
11 reproductive loss shall not exceed 20 days within a 12-month period.

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

17 The maximum amount the employee receives from integrating leave time
18 with disability payments shall not exceed 100 percent of the employee's base salary. Paid
19 personal leave time coded on the employee's time and labor report will be limited to the
20 amount of leave necessary to integrate benefits to the level designated by the employee.
21 When the exact amount is not known, a good faith estimate may be made and the amount
22 will be adjusted later as necessary. If any overpayments are made, the employee will be
23 required to repay that amount. An employee who knowingly receives payment in excess
24 of his or her regular base salary is required to report it to his or her Departmental payroll
25 clerk.

26 Employees who are fully integrating accrued leave time with disability
27 benefits and shall be eligible to receive full accruals of vacation and sick leave.
28 Employees who are not fully integrating shall earn pro-rated vacation and sick leave

1 accruals based upon paid leave time coded on the time and labor report only.

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

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

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

20 Compensation shall be awarded in pay period increments and shall be in the form
21 of a specified percentage of the employee's base pay. The Director of Human Resources
22 will determine the amount in increments of one-half percent from a minimum of two and
23 one-half percent up to a maximum of seven and one-half percent. The additional
24 compensation will be computed at the specified percentage of the current base pay of the
25 employee for each pay period. Such increases in pay shall not affect an employee's step
26 advancement in the base range pursuant to the salary rates and step advancements
27 subdivision.

28 Requests for special assignment compensation may be initiated by the appointing

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

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

14 (j) Expenses Incurred in Conducting County Business and Expense
15 Reimbursement.

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

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

27 (2) Responsibilities. It shall be the responsibility of each appointing
28 authority or designee to investigate and approve each request for expense

1 reimbursement. It shall be the responsibility of each employee to obtain prior approval
2 from the appropriate appointing authority or designee to incur a business expense or to
3 exceed maximum allowable amounts provided in Section (7) below.

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

7 (3) Travel Authorization.

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

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

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

17 (4) Authorization for Attendance at Meetings.

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

21 (B) Authorization for attendance at meetings without expense
22 reimbursement, but on County time, may be granted when the employee is engaged on
23 the County's behalf, but from which the gain will inure principally to the benefit of the
24 employee and only incidentally to the County.

25 (5) Records and Reimbursements.

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

28 (B) Receipts or vouchers which verify the claimed expenditures

1 will be required for all items of expense, except:

2 (I) Subsistence, except as otherwise provided in this
3 subdivision;

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

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

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

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

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

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

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

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

23 (6) Transportation Modes.

24 (A) The general rule for selection of a mode of transportation is
25 that mode which represents the lowest expense to the County. Where an employee is
26 given the choice between several means of travel (e.g., use of County vehicle vs. own
27 personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more
28 costly, the employee shall only be reimbursed for the lesser cost option. For example, if

1 an employee chooses to drive his or her own vehicle when offered a County vehicle, the
2 employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an
3 airplane is less than the cost of driving, the employee shall only be reimbursed for the
4 amount the County would have paid for the flight.

5 (B) Travel via Private Automobile.

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

14 (II) When employees, traveling on official County
15 business, leave directly from their principal place of residence rather than from their
16 assigned work location, mileage allowed to the first work contact point shall be the
17 difference between the distance from the residence to the assigned work location and the
18 distance from the residence to the first work contact point. If the first work contact point
19 is closer than the assigned work location, no mileage shall be allowed. If the employee
20 departs from the last work contact point directly to the residence, the same principle
21 governs.

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

27 (C) Travel via Air.

28 (I) Commercial Aircraft. When commercial aircraft

1 transportation is approved, the “cost of public carrier” shall mean the cost of air coach
2 class rate including tax and security surcharges. Travel via charter aircraft shall be limited
3 to emergencies, or when other types of transportation are impractical or more expensive.
4 Specific prior approval for travel via charter aircraft must be obtained from the Chief
5 Executive Officer or designee.

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

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

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

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

20 (iv) The employee or owner of the aircraft must
21 maintain on file, with the County’s Risk Management Department, a current policy for
22 aviation comprehensive general liability insurance, which includes the County as an
23 additional insured and covers all operations performed by or on behalf of the employee
24 or owner of the aircraft for bodily injury and property damage with a combined single limit
25 of not less than \$1,000,000.00, per occurrence and \$2,000,000.00, general aggregate.

26 (D) Travel via Rental Vehicles. Reimbursement will be provided
27 for the cost of a rental vehicle used for business purposes if such use is approved by the
28 appointing authority. Rental vehicles are covered for liability and vehicle physical damage

1 under the County's self-insurance program. Reimbursement will not be provided for the
2 additional costs incurred if any employee purchased any additional insurance or signs a
3 collision damage waiver (CDW) when renting a vehicle for County business. Requests
4 for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the
5 rental agreement or rental receipt and gasoline receipt.

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

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

15 (7) Subsistence.

16 (A) Subsistence allowances for lodging and meals shall not be
17 allowed without prior approval of the appointing authority or designee as necessary for
18 the purpose of conducting County business. Meal and lodging selections should
19 represent a reasonable cost to the County and be generally consistent with the rates
20 established by the General Services Administration (GSA). Excess charges greater than
21 the allowances listed below in Subdivisions (B) and (C) may be authorized under special
22 conditions, such as a convention or conference requirement (e.g., lodging at the hotel
23 where the conference is held) or if County business requires lodging and meals in an area
24 of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees
25 may be reimbursed for expenses in high cost areas for the actual cost incurred, but
26 generally not to exceed the per diem amounts established by the GSA for that area and
27 month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and
28 except as provided below, for all meal expenses claimed.

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

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

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

11 (II) Without receipts. An employee may be reimbursed for
12 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars
13 (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15 percent
14 gratuity.

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

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

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

26 (k) Medical Insurance and Retirement System Contributions.

27 (1) Medical Insurance Contributions.

28 (A) Section 125 Premium Conversion Plan.

1 (I) Eligible employees shall be provided with a Section
2 125 premium conversion plan. The purpose of the plan is to provide employees a choice
3 between paying premiums with either pre-tax salary reductions or after-tax payroll
4 deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the
5 Internal Revenue Service (IRS) specified limit) and accidental death and dismemberment
6 insurance premiums currently maintained for Exempt Group employees or any other
7 programs(s). The amount of the pre-tax salary reduction or after-tax payroll deduction
8 must be equal to the required insurance premium.

9 (II) Medical and dental coverage elections shall not reduce
10 earnable compensation for purposes of calculating benefits or contributions for the
11 SBCERA.

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

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

20 (V) Once a salary reduction has begun, in no event will
21 changes in elections be permitted during the plan year except to the extent permitted
22 under IRS rulings and regulations, and consistent with the County's Section 125 plan
23 document. The employee must submit request for a change due to a mid-year qualifying
24 event within 60 days of the qualifying event.

25 (B) Medical and Dental Subsidies.

26 (I) The County has established a medical premium
27 subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible
28 employees. The MPS shall be applied first to medical plan premiums and then to dental

1 plan premiums. The applicable MPS amount shall be paid directly to the providers of the
2 County-sponsored medical and dental plans in which the eligible employee has enrolled.
3 In no case, shall the MPS exceed the total cost of the medical and dental insurance
4 premium for the coverage selected.

5 Effective February 10, 2024, the following MPS amounts apply:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$155.38	\$310.75
Employee + 1	\$249.94	\$499.87
Employee + 2	\$351.02	\$702.03

9 Effective July 13, 2024, the MPS amounts for employees scheduled for 61 to 80
10 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by
11 100% of the benefit plan year premium increase of the County's Blue Shield Signature
12 HMO. This new MPS amount shall be the new basis for subsequent years. For example,
13 if the 2024/2025 Benefit Plan Year premium for the Employee-Only tier increases by \$20
14 per pay period, the MPS amount will increase by \$20 per pay period (i.e., 100% of \$20)
15 and the total MPS for the Employee-Only tier will be \$330.75. Employees scheduled for
16 40 to 60 hours will receive an amount equal to one-half of the MPS for employees
17 scheduled for 61 to 80 hours.

18 Effective July 12, 2025, the MPS amounts for employees scheduled for 61 to 80
19 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by
20 100% of the benefit plan year premium increase of the County's Blue Shield Signature
21 HMO. This new MPS amount shall be the new basis for subsequent years.

22 Employees scheduled for 40 to 60 hours will receive an amount equal to one-half
23 of the MPS for employees scheduled for 61 to 80 hours.

24 Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80
25 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by
26 100% of the benefit plan year premium increase of the County's Blue Shield Signature
27 HMO. This new MPS amount shall be the new basis for subsequent years.

1 Employees scheduled for 40 to 60 hours will receive an amount equal to one-half
2 of the MPS for employees scheduled for 61 to 80 hours.

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

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

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

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

17 (iii) Workers' Compensation. Employees who are
18 on an approved leave based on an approved workers' compensation claim shall continue
19 to receive the MPS and DPS for up to a total of 20 pay periods while off work due to that
20 work injury as long as the employee pays his or her portion of the premiums on time. If
21 any subsequent workers' compensation claims occur during the initial 20 pay periods, the
22 remaining MPS eligibility from the original claim shall run concurrent with any additional
23 approved workers' compensation claims that occur during the initial claim. For example,
24 if the employee is receiving the MPS and DPS for 20 pay periods for an injury and after
25 ten pay periods another workers' compensation claim is approved and the employee is
26 eligible to receive the MPS and DPS for an additional 20 pay periods, ten pay periods will
27 run concurrent with the initial claim, for a total of 30 pay periods. Employees who are still
28 on workers' compensation after the expiration of the initial 20 pay periods shall continue

1 to receive MPS and DPS provided the employee is in paid status.

2 (iv) Short Term Disability. Employees who are on
3 short-term disability (STD) insurance provided by the County or State Disability Insurance
4 (SDI) shall continue to receive the MPS and DPS provided the employee is in paid status.

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

9 (2) Retirement System Contributions.

10 (A) County Contributions. The County shall pay all required
11 employer contributions to the San Bernardino County Employee's Retirement Association
12 (SBCERA).

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

17 The County shall make member contributions under this subdivision
18 on behalf of the employee which shall be in lieu of the employee's contributions and such
19 contributions shall be treated as employer contributions for purposes of reporting and
20 wage withholding under the Internal Revenue Code and the Revenue and Taxation Code.
21 The amounts picked up under this subdivision shall be recouped through offsets against
22 the salary of each employee for whom the County picks up member contributions. These
23 offsets are akin to a reduction in salary and shall be made solely for purposes of income
24 tax reporting and withholding. The member contributions picked up by the County under
25 this subdivision shall be treated as compensation paid to County employees for all other
26 purposes. County-paid employer contributions to SBCERA under this subdivision shall
27 be paid from the same source of funds used in paying the salaries of the affected
28 employees. No employee shall have the option to receive the retirement system

1 contribution amounts directly instead of having them paid to SBCERA.

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

4 (C) Special Provisions.

5 (I) Except as provided below, employees who have 30
6 years of service credit shall not be paid in cash seven percent of earnable compensation.
7 Employees with at least 25 years of service as set forth in Government Code section
8 31625.3 as of June 18, 2011, and who either already have or thereafter attain 30 years
9 of service credit as set forth in Government Code section 31625.3 shall have one
10 opportunity during the employee's employment to receive cash payments of seven
11 percent of earnable compensation for up to 26 consecutive pay periods.

12 (II) Employees who are over the age of 60 at the time of
13 hire, and who are in a regular position, and who choose not to be a member of SBCERA,
14 shall be enrolled in the County's 401(k) Salary Savings Plan. The County shall contribute
15 the applicable percent of the employee's biweekly salary as defined in Subsection
16 13.0613(q) to the Plan, and the employee shall contribute a minimum of three percent of
17 biweekly salary to the plan, not to exceed the annual limits of the Plan as defined in the
18 Internal Revenue Code.

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

24 (E) Special Provisions for Exempt Safety Employees. The
25 following Subdivision shall apply to all members of the Exempt Group who are safety
26 members of SBCERA as defined in Government Code section 31469.3, on October 1,
27 2003.

28 For Tier 1 safety members of SBCERA, the County adopted a

1 resolution making Government Code section 31664.1 applicable to safety members,
2 effective October 1, 2003. The County also adopted a resolution pursuant to Government
3 Code section 31678.2, applying the formula set forth in Government Code section
4 31664.1 applicable to all prior safety service credit for every eligible employee under this
5 Subdivision.

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

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

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

15 (B) Eligible employees may contribute to the FSA, on a pre-tax
16 basis, an amount up to the Internal Revenue Code's annual maximum. This annual
17 contribution is made by the employee via equal biweekly payroll deductions. The County
18 will also contribute up to \$40.00 per biweekly pay period, matching Exempt employee
19 contributions dollar for dollar. Effective February 1, 2020, the County will contribute up to
20 an additional \$10.00 per biweekly pay period, matching Exempt employee contribution
21 dollar for dollar, for employees who select the County-sponsored Blue Shield Access +
22 HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA. FSA participants
23 must elect to enroll each year in order to continue participation. Upon enrolling in the
24 FSA, employees may not change their designated biweekly contribution amount or
25 discontinue making contributions for the remainder of the plan year except as permitted
26 by the Internal Revenue Code. Any unused amounts remaining in an employee's FSA
27 account at the end of the Plan year shall be forfeited except as permitted by the Internal
28 Revenue Code and the County's plan document. Contributions made to the FSA may be

1 used for receiving non-taxable reimbursements of eligible medical expenses not covered
2 by insurance. Eligible reimbursable expenses are those medical expenses that qualify
3 as determined under Internal Revenue Code section 213.

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

9 The Retirement Medical Trust Fund will be administered by Human
10 Resources as the plan administrator in accordance with the plan document and applicable
11 law.

12 (A) Sick Leave Conversion Eligibility. Exempt Group employees
13 with five or more years of participation in SBCERA are eligible to participate in the Trust.
14 The purchase of additional retirement credit or other retirement service credit and/or
15 participation in other public sector retirement systems may be counted towards the five
16 year service requirement provided that the employee has not withdrawn their
17 contributions from the system(s) and the employee is also a member of SBCERA.

18 Employees who wish to receive credit for participation in other public
19 retirement systems must provide the Plan Administrator written evidence of participation
20 and that contributions made to the system(s) have not been withdrawn. Requests for
21 prior service credit should be made at the time of hire or as soon as possible thereafter
22 but in no event later than one year from the employee's hire date.

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

27 (C) County Contribution. The County will contribute to the RMT
28 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%
*For purposes of the RMT contribution, base salary is as defined in the RMT plan document.	

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the employee's hire date.

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

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

Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of \$1,000.00 to their department head or appointing authority for review. The department head or appointing authority must then request and receive approval from the County Administrative Office to reimburse beyond the limit of \$1,000.00 per fiscal year per employee. In order to be eligible for tuition reimbursement under this provision, the employee must take such course work outside

1 regular work hours and shall do no productive work for the County while attending the
2 courses.

3 If the reimbursement is approved and paid to the employee, and the employee
4 leaves the County prior to completing two years of County service after completing the
5 job-related education or coursework, the employee will reimburse the County according
6 to the following schedule:

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

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

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

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

18 (A) The employee is employed in a regular full time exempt
19 classification.

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

22 (C) The employee submits proof of the following:
23 (I) A qualifying degree.
24 (II) Current statements from an unpaid loan.
25 (III) The employee is in paid status in the pay period the
26 repayment is made.

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

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

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

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

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

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

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

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

21 (E) After completion of 6 continuous years with the County: A
22 single payment of up to \$3,000.

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

26 (3) Restrictions

27 (A) Employee must have one or more qualifying student loans
28 (including private loans provided they qualify pursuant to all applicable State and Federal

1 laws, rules, and regulations).

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

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

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

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

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

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

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

18 (4) Program Details

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

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

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

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

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

12 (o) Automobiles.

13 (1) Except for members of the Board of Supervisors, all county
14 Employees in Benefit Groups A and B, Assistant Sheriffs and Sheriff's Deputy Chiefs,
15 and the District Attorney Chief Investigator in a paid status are eligible for a Category I
16 County vehicle under this subdivision with the approval of the Chief Executive Officer.

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

21 Effective August 10, 2024, all county employees in Benefit Groups A and B
22 will no longer be eligible for a Category I County vehicle except employees in the following
23 classifications, Chief Probation Officer, Assistant Chief Probation Officer, Undersheriff,
24 Assistant Sheriff Sheriff's Deputy Chief and District Attorney Chief Investigator.

25 (2) All County employees in Benefit Groups A and B, Assistant Sheriffs
26 and Sheriff's Deputy Chiefs, the District Attorney Chief Investigator, and the Assistant
27 Chief Probation Officer in a paid status shall receive a biweekly automobile allowance in
28 the amount of \$461.54 with no mileage reimbursement, provided they are not assigned a

1 County vehicle pursuant to Subsection 13.0613(o)(1) above. An employee who becomes
2 eligible or ineligible for this benefit in the middle of a pay period will receive a prorated
3 sum of automobile allowance. Employees selecting this allowance shall be required to
4 have a vehicle available at all times for use on County business. This allowance shall be
5 considered complete reimbursement for the acquisition, insurance, maintenance, repair,
6 upkeep, fuel, and all other costs for the required vehicle. At no time shall an employee
7 receive both a County vehicle and the automobile allowance.

8 (p) Administrative Leave. Effective pay period 1 of each year, an employee in
9 a regular position who is in paid status will be provided with 80 hours of administrative
10 leave time for the employee's use. An eligible employee in a regular position who is part-
11 time or job-sharing shall be eligible for a prorated number of administrative leave hours
12 based on regularly scheduled hours. Employees newly entering the Exempt Group after
13 the beginning of pay period 1 shall receive a prorated number of hours. Such proration
14 shall be based upon the remaining number of pay periods in the calendar year nearest
15 the employee's appointment. Employees not in paid status in pay period 1 shall receive,
16 upon return to paid status, a prorated number of Administrative Leave hours based on
17 the number of pay periods remaining in the calendar year.

18 Administrative leave may be cashed out at the employee's then current base rate
19 of pay in increments of one hour, upon the approval of the appointing authority, during
20 the calendar year. Any Administrative Leave accrual balances in effect at the end of the
21 last pay period paid in the calendar year will automatically be paid at the employee's then
22 current base rate of pay. Employees may designate that cash outs of Administrative
23 Leave be contributed to the County's 401(k) Plan or 457(b) Deferred Compensation Plan.
24 Upon termination of employment, unused Administrative Leave will be paid at the current
25 rate of pay.

26 The County-wide elected officials are not eligible to receive administrative leave.

27 (q) Contributions to Salary Savings Plan.

28 (1) Biweekly contributions of Exempt Group employees to the County's

1 401(k) Defined Contribution Plan will be matched by a County contribution on the basis
2 of two times the employee's contribution. The biweekly contributions of Exempt Group
3 employees in Benefit Groups A, B, and C of up to four percent of biweekly base salary
4 will be matched by a County contribution of two times the employee's contribution, not to
5 exceed eight percent of an employee's biweekly base salary. The biweekly contributions
6 of Exempt Group employees in Benefit Group D to the County's 401(k) Defined
7 Contribution Plan of up to three percent of biweekly base salary will be matched by a
8 County contribution of two times the employee's contribution. The County contribution
9 shall not exceed six percent of an employee's biweekly base salary.

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

16 (3) Biweekly contributions of Exempt Group employees in Benefit
17 Groups C and D to the County's 457(b) Deferred Compensation Plan up to one percent
18 of biweekly base salary will be matched by a County contribution of one-half times the
19 employee's contribution. The County contribution shall not exceed one-half percent of
20 the employee's biweekly base salary. The County contribution shall be deposited in the
21 County's 401(a) Defined Contribution Plan.

22 (r) Employment Interview Expenses and Moving Reimbursement.

23 (1) Interview Expense Reimbursement. For employees in Benefit Group
24 C and above, the appointing authority may approve reimbursement of interview expenses
25 incurred by external candidates upon proof/receipts provided. Such reimbursement is
26 restricted to airfare, auto mileage, meals, overnight stay, and airport transit. Employees
27 must submit a request for reimbursement for employment interview expenses within 90
28 days of hire date to be eligible for the reimbursement. Requests submitted for

1 reimbursement after 90 days from hire date will be denied, unless waived by the
2 appointing authority.

3 (2) Moving Expense Reimbursement.

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

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

14 (C) For employees in Benefit Group D the following provision
15 applies. To assist with the recruitment and appointment of qualified individuals to hard-
16 to-recruit positions/classifications, upon request of the appointing authority, the Director
17 of Human Resources may authorize reimbursement of a new employee's relocation-
18 related expenses incurred as a result of accepting employment with the County, as
19 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

23 *The 250-mile distance shall only apply if the relocation is from outside San Bernardino
24 County.

25 (D) Reimbursement may be provided to employees covered in
26 Subsections 13.0613(r)(2)(B) and 13.0613(r)(2)(C) upon initial employment with the
27 County, provided that the employee: (1) is appointed to a regular position; (2) submits
28 original receipts documenting expenses incurred; and (3) agrees to remain employed in

1 the regular position for at least 12 months. Such employees must submit a request for
2 reimbursement for moving expenses within 90 days of hire date to be eligible for the
3 reimbursement. Requests submitted for reimbursement after 90 days from hire date will
4 be denied, unless waived by the appointing authority.

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

8 (s) Peace Officer Standards and Training Pay.

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

13 (2) Qualification. An Exempt Group law enforcement employee, in the
14 Sheriff's Department or District Attorney's Office who obtains an Advanced Certificate
15 shall have his or her base rate of pay increased in accordance with the table and
16 procedures set forth below. An Exempt Group law enforcement employee, in the Sheriff's
17 Department or District Attorney's Office who obtains a Supervisory Certificate, or a higher
18 POST certificate, or a master's degree earned through attendance at an accredited
19 university or college, shall have his or her base rate of pay increased in accordance with
20 the table and procedures set forth below. If an employee obtains a Supervisory Certificate
21 and has his or her base rate of pay increased as set forth below, and thereafter obtains
22 a higher POST certificate or a master's degree, the employee will receive no further
23 increase in his or her base rate of pay.

24 (3) Rates.

25 (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. Effective January 27, 2024, the County shall establish a new POST Pay of six percent. Effective January 25, 2025, the County shall establish a new POST Pay of seven percent.

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

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

1 employees for the certificates described above.

2 (t) Dependent Care Assistance Plan. The purpose of this Section 125
3 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an
4 election to pay for certain dependent care expenses with salary reduction from
5 compensation contributed to the plan before federal income or social security taxes are
6 paid to the IRS ("Salary Reduction") in accordance with Internal Revenue Code sections
7 125 and 129 and regulations issued pursuant thereto. The DCAP shall be construed to
8 comply with said code sections and to meet the requirements of any other applicable
9 provisions of law. The DCAP will be administered by Human Resources in accordance
10 with the DCAP plan document and applicable law.

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

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

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

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

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

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

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

11 It shall be the responsibility of the appointing authority to initiate such
12 requests and to provide a copy of such request to the employee. Written requests may
13 also be made by the employee through the appointing authority in the same manner.
14 Requests for a salary rate increase should be initiated during the first 30 calendar days
15 of such assignment. Requests for retroactive payment of a salary increase must be filed
16 as soon as possible, but not later than one calendar year after assignment of the higher
17 level duties and must be approved by the Director of Human Resources. Failure to meet
18 this time limitation shall waiver any and all rights to retroactive pay.

19 The duration of such assignments to vacant higher positions are not
20 intended to exceed one calendar year except in unusual circumstances approved by both
21 the appointing authority and the Director of Human Resources or designee. Such
22 assignments in all circumstances are temporary assignments and at the conclusion of
23 such assignments the respective employee shall be returned to his or her previous
24 classification. Appointments to regular positions of trainees or underfills are exempt from
25 the provisions of this section. Further, this section does not apply to a situation in which
26 there is no vacant higher-level position for which funds have been appropriated. Addition
27 of duties of a higher-level classification to any employee's regular position shall be
28 governed by the Special Assignment Compensation section or the Personnel Rules on

1 Classification, as appropriate. For purposes of this section, a vacant position is defined
2 as an authorized regular position for which funds have been appropriated and which may
3 be: (1) An unoccupied position due to attrition and for which the appointment process has
4 been initiated; (2) A position from which the incumbent is on extended leave of absence;
5 or (3) A new position authorized by the Board of Supervisors for which the appointment
6 process has been initiated.

7 (v) Personnel Rules. Notwithstanding any other provision in the County Code
8 or the Personnel Rules, those serving in classified service positions have appeal rights
9 under the Personnel Rules, except as otherwise provided herein. Any such appeals shall
10 be heard by a hearing officer selected from the Civil Service Commission Hearing Officer
11 list and appointed by the Civil Service Commission or, upon mutual agreement of the
12 appellant and the County, shall be heard by the Civil Service Commission. If the appeal
13 is heard by a hearing officer, the Civil Service Commission shall either accept or reject
14 the hearing officer's findings and recommendations within 30 days of receipt by the
15 Commission.

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

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

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

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

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

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

28 Should such be the case, the Commission must state in writing specific

1 reason(s) for the decision (1, 2, 3, 4, or 5) and subsequently conduct and complete a full
2 and fair evidentiary hearing on the appeal within 30 days of rejecting the hearing officer's
3 findings and recommendations unless the hearing cannot for good cause be completed
4 within 30 days.

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

9 (w) Reemployment.

10 (1) A regular employee who has separated County employment, and
11 who is subsequently rehired in the same classification in a regular position within one
12 year (i.e., beginning the first day of work by the 365th calendar day), may receive
13 restoration of salary step, vacation accrual rate, and sick leave balance, unless the
14 employee has received payment for unused sick leave in accordance with the Retirement
15 Medical Trust Subdivision, subject to the approval and conditions established by the
16 appointing authority and the Director of Human Resources. Such employees begin
17 accruing vacation and sick leave and may utilize the same immediately. Restoration of
18 retirement contribution rate shall be in accordance with applicable State law and in
19 compliance with any requirements established by SBCERA. The employee shall be
20 required to serve a new probationary period, unless waived by the Director of Human
21 Resources. The employee shall be provided a new date of hire for purposes of County
22 seniority.

23 (2) A regular employee who has separated County employment and
24 who is subsequently rehired to a regular position in the same job family within one year,
25 (i.e., beginning the first day of work by the 365th calendar day), may receive restoration
26 of vacation accrual rate, sick leave, and retirement contribution rate in the same manner
27 as described above. Such employees begin immediately accruing vacation and sick
28 leave and may utilize the same immediately. The employee shall be required to serve a

1 new probationary period, unless waived by the Director of Human Resources. The
2 employee shall be provided a new date of hire for purposes of County seniority.

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

12 (4) Reemployment from Layoff. A regular employee who has been laid
13 off from County employment and is subsequently rehired to a regular position shall be
14 reemployed in the same manner as described in the reemployment subdivision.
15 Restoration of retirement contribution rate shall be in accordance with applicable state
16 law and in compliance with any requirements established by SBCERA.

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

20 (x) Recruitment and Referral Bonus Programs.

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

25 (2) Program Applicability. Appointing authorities may request
26 authorization to apply the recruitment and/or referral incentive program(s) to assist in
27 filling regular positions in their departments. To apply, said position/classification must
28 have had historical/demonstrable recruitment difficulty. The Director of Human

1 Resources shall have the sole authority to determine the applicability and duration of
2 these program(s) to each requested position/classification and shall certify applicability of
3 the program(s) for each position, by assignment, department, and beginning and ending
4 dates. Such determinations shall not be subject to any review or appeal.

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

8 (A) Bonus Amount and Method of Payment.

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

14 (II) The eligible employee hired into a position/
15 classification in Benefit Group B or Benefit Group C, not covered by Subsection
16 13.0613(x)(3)(A)(I), shall receive \$1,500.00 upon hire and an additional \$1,500.00 upon
17 completion of 2,080 service hours in the position/classification for which the original bonus
18 was granted.

19 (III) The eligible employee hired into a position/
20 classification in Benefit Group D shall receive no less than \$500.00 and no more than
21 \$1,000.00 upon hire and an additional \$1,000 upon completion of 2,080 service hours in
22 the position/classification for which the original bonus was granted.

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

25 (B) Limitations and Exclusions.

26 (I) No bonus will be paid for any candidate whose name
27 was placed on the eligible list for positions in the classification prior to the beginning date
28 certified by the Director of Human Resources for that classification to be eligible for

1 participation in the referral bonus program. Similarly, no bonus will be paid for any
2 candidate whose name was placed on the eligible list for positions in the classification
3 after the ending date certified by the Director of Human Resources for that classification
4 to be eligible for participation in the referral bonus program.

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

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

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

14 (A) Method of Referral. To be eligible for the recruitment bonus,
15 the County application for employment must contain the name of the referring employee
16 on the application.

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

22 (C) Limitations and Exclusions.

23 (I) No bonus will be paid for any candidate whose name
24 was placed on the eligible list for positions in the classification prior to the beginning date
25 certified by the Director of Human Resources for that classification to be eligible for
26 participation in the referral bonus program. Similarly, no bonus will be paid for any
27 candidate whose name was placed on the eligible list for positions in the classification
28 after the ending date certified by the Director of Human Resources for that classification

1 to be eligible for participation in the referral bonus program.

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

4 (III) In cases where more than one employee is named as
5 a “referring party,” the referral bonus shall be equally split between the referring
6 employees.

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

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

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

15 (y) County Counsel Legal Service Classification.

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

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

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

25 (4) Deputy County Counsel I. After a period of 1,040 hours of service
26 and a satisfactory rating in a Deputy County Counsel I classification, the Deputy County
27 Counsel I shall be promoted to a Deputy County Counsel II classification. The Deputy
28 County Counsel I shall be terminated if it is found that such promotion is not merited.

1 (5) Deputy County Counsel II. After a period of 1,040 hours of service
2 and a satisfactory rating in the Deputy County Counsel II classification, an attorney shall
3 be advanced one step increment. After an additional period of 1,040 hours of service and
4 a satisfactory rating, the Deputy County Counsel II shall be promoted to a Deputy County
5 Counsel III classification, or the Deputy County Counsel II shall be terminated if it is found
6 that such promotion is not merited. An attorney hired as a Deputy County Counsel II at
7 some step other than step 1 because of experience, ability, or needs of the County may,
8 after 1,040 hours of service and a satisfactory rating, be promoted to a Deputy County
9 Counsel III classification upon the recommendation of the appointing authority.

10 (6) Deputy County Counsel III. After a period of 1,040 hours of service
11 and a satisfactory rating in the Deputy County Counsel III classification, an attorney shall
12 be advanced one step increment. After an additional period of 1,040 hours of service and
13 a satisfactory rating, the Deputy County Counsel III shall be promoted to a Deputy County
14 Counsel IV classification or the Deputy County Counsel III shall be terminated if it is found
15 that such promotion is not merited. An attorney hired as a Deputy County Counsel III 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 and a satisfactory rating, be promoted to a Deputy County
18 Counsel IV classification upon the recommendation of the appointing authority.

19 (7) Deputy County Counsel IV. After a period of 1,040 hours of service
20 and a satisfactory rating in the Deputy County Counsel IV classification, an attorney shall
21 be advanced one step increment. Step advancements shall be in one step increments
22 after completion of each additional period of 1,040 hours of service and satisfactory
23 ratings until the top step for the classification is reached.

24 (8) Attorneys shall only attain regular status at the Deputy County
25 Counsel IV level. An attorney hired as a new employee in the Deputy County Counsel III
26 or Deputy County Counsel IV classification shall serve a combined probationary and
27 training period of 2,080 hours of service. Those promoted to Deputy County Counsel IV
28 from Deputy County Counsel III shall acquire regular status in the higher classification.

1 (9) Deputy County Counsel V. A Deputy County Counsel IV at the top
2 step of the Deputy County Counsel IV level may be promoted to a Deputy County Counsel
3 V. Eligibility for promotion to Deputy County Counsel V shall be pursuant to criteria
4 approved by the appointing authority. Employees promoted to Deputy County Counsel
5 V shall not obtain regular status as a Deputy County Counsel V as such employee shall
6 serve in a probationary status for the duration of the appointment as a Deputy County
7 Counsel V and may be removed from a Deputy County Counsel V classification by the
8 appointing authority at any time without any right to review or appeal. Additionally, there
9 shall be an annual review by the appointing authority of the performance of each Deputy
10 County Counsel V, and it shall be discretionary with the appointing authority whether to
11 continue each employee's Deputy County Counsel V status. An employee who is
12 removed as a Deputy County Counsel V shall be returned to Deputy County Counsel IV
13 status.

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

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

24 (z) Bilingual Compensation. Upon the approval of the Director of Human
25 Resources or designee, employees in the Executive Assistant category of the Exempt
26 Group required by the appointing authority or designee to perform bilingual translation
27 involving the use of English and a second language (including American Sign Language)
28 as a condition of employment, shall be eligible for bilingual compensation in the amount

1 of \$45.00 per pay period. Such compensation shall apply regardless of the total time
2 required per day for such translation. Such employees must be certified as competent in
3 translation skills by Human Resources to be eligible for compensation.

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

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

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

10 The employee shall purchase a portable communication device capable of sending
11 and receiving cellular telephone calls, and capable of sending and receiving e-mails to
12 and from the County e-mail system. The County shall pay for any license and set up
13 expense for the device if any, and the employee shall pay for the equipment and monthly
14 voice and data plans.

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

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

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

1 (gg) Healthy Lifestyles Program. The healthy lifestyle program is available to
2 employees in the Exempt Group. Under this program, Exempt Group employees are
3 eligible for reimbursement for health club/fitness memberships up to \$324.00 on an
4 annual basis. Exempt Group employees are also eligible for an annual physical
5 examination through the Arrowhead Regional Medical Center.

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

11 The following conditions apply:

12 (1) VTO may be taken in the same manner as vacation time except that
13 VTO must be used in one-hour increments and is limited to 80 hours per calendar year.

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

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

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

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

1 period.

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

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

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

9 (ii) Retirement Incentive. Eligible employees in identified classifications that
10 meet the requirements for a service retirement from the San Bernardino County
11 Employees' Retirement Association (SBCERA) and who retired on or before June 30,
12 2009, are eligible to receive a retirement incentive in the amount of \$250.00 for each
13 completed quarter of a year of current continuous service in a regular position with the
14 County, payable in five annual payments after retirement. Such annual payments shall
15 be made in July of each year. The Chief Executive Officer may exclude from eligibility
16 classifications or positions assigned to organizational units that must remain filled.

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

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

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

25 (kk) Retention Pay (formerly Longevity Pay). Exempt Group employees, except
26 those persons who qualify for Probation Retention pay under Subsection 13.0613(oo),
27 shall be eligible for retention pay above the base rate of pay, as indicated below, based
28 on total hours of completed continuous service with the County. Retention pay shall be

1 paid on all paid hours up to an employee's standard hours and shall not be considered
2 when determining the appropriate rate of pay for a promotion or demotion.

Total Completed Service	Compensation
20,800 continuous service hours (10 years)	1.0%
31,200 continuous service hours (15 years)	3.0%

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

8 (II) Certified Public Accountant Stipend. The County shall establish a \$750.00
9 annual Certified Public Accountant (CPA) Stipend for employees in the following
10 classifications who attain and maintain a valid CPA license:

- 11 • Administrative Analyst I
- 12 • Administrative Analyst II
- 13 • Administrative Analyst III
- 14 • ARMC Chief Financial Officer
- 15 • Assistant Auditor-Controller/Treasurer/Tax Collector
- 16 • Assistant Executive Officer
- 17 • Auditor-Controller/Treasurer/Tax Collector Division Chief
- 18 • Auditor-Controller/Treasurer/Tax Collector Manager
- 19 • Chief Administrative Analyst
- 20 • Chief Deputy Treasurer
- 21 • County Chief Financial Officer
- 22 • Deputy Executive Officer
- 23 • HS Auditing Chief
- 24 • Principal Administrative Analyst
- 25 • Public Health Chief Financial Officer
- 26 • Public Works Chief Financial Officer
- 27 • Sheriff's Financial Manager

28 The annual CPA stipend shall be paid in a lump sum to eligible employees in

1 regular positions who are licensed CPAs and are in paid status in the pay period that
2 includes July 1 of each year. An eligible employee in a regular position who is part-time
3 or job-sharing shall be eligible for a prorated lump-sum payment based on regularly
4 scheduled hours. An employee who is licensed as a CPA after July 1, or who is appointed
5 after July 1, shall receive a prorated CPA stipend payment at the time of licensure or
6 appointment, as applicable. Such proration shall be based upon the remaining number
7 of pay periods in the fiscal year nearest his or her appointment.

8 Eligible employees who are not in paid status (i.e., not coding paid hours) in the
9 pay period that includes July 1 shall receive a prorated CPA stipend payment upon return
10 to paid status. Such proration shall be based upon the remaining number of pay periods
11 in the fiscal year nearest their return to paid status. However, an employee who is not in
12 paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one
13 year through pay period 14 of the following year) shall not receive the annual CPA stipend
14 for the fiscal year(s) during which he or she was not in paid status at all. For example, if
15 an employee is not in paid status from June 2016 through September 2017, and then
16 returns to paid status in October 2017, the employee shall receive a prorated CPA stipend
17 payment for FY 2017/2018 upon their return to paid status but shall not receive the FY
18 2016/2017 stipend because the employee was not in paid status for the entire 2016/2017
19 fiscal year. Any employee separating from County employment at the conclusion of a
20 leave of absence shall not receive the CPA stipend.

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

- 25 • HS Auditing Chief
- 26 • Auditor-Controller/Treasurer/Tax Collector Manager
- 27 • Auditor-Controller/Treasurer/Tax Collector Division Chief

28 Audits must have resulted in the preparation of reports indicating the audits were

1 conducted in accordance with the AICPA, IIA, IFAC, GAGAS, SSAE or PCAOB or other
2 comparable national or international organization or state or federal regulation standards
3 and/or regulations. Eligibility for this differential is at the discretion of the appointing
4 authority.

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

10 (oo) Probation Retention Pay. The Chief Probation Officer, Assistant Chief
11 Probation Officer and Deputy Chief Probation Officers who fall within the definition of
12 "safety member" under Government Code section 31469.4 and have completed 15 or
13 more years of continuous completed service hours in a regular position shall receive
14 Probation Retention pay above their base rate of pay, as indicated below, based on the
15 total hours of continuous completed service in a regular position with the County.
16 Probation Retention pay shall be paid on all paid hours up to an employee's standard
17 hours and shall be excluded when determining the appropriate rate of pay for promotion
18 or demotion. Employees who qualify for Probation Retention pay shall begin to receive
19 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%

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

25 (pp) Captains who are released from active duty but are required by the Sheriff's
26 Department or District Attorney to provide notice where they can be reached and to be
27 able to return to active duty when required by the department shall be assigned to
28 administrative duty. While on administrative duty, an employee shall be free to use the

1 time for his or her own purposes.

2 Administrative duty requires that employees so assigned shall: (1) leave a
3 telephone number where they can be reached or wear a communicating device; and (2)
4 be able to return to active duty within an hour.

5 Assignment of administrative duty and approval of compensation shall be made by
6 the appointing authority based upon the needs of the department. Administrative duty
7 shall be compensated at the rate of three hundred ninety dollars (\$390.00) per pay period.
8 Captains assigned administrative duty shall receive the pay if the employee works a
9 minimum of twenty-four (24) hours during the pay period that the employee is assigned
10 to administrative duty. Said compensation is exclusive of any other compensation and
11 shall not count as hours worked.

12 (qq) The County agrees to provide an annual uniform and clothing allowance in
13 the sum of nine hundred dollars (\$900.00) to the classifications of Sheriff's Captain,
14 Sheriff's Deputy Chief, Assistant Sheriff, and Undersheriff in regular positions on payroll
15 in a paid status as of pay period 24 to compensate for costs associated with uniform and
16 clothing purchase, maintenance, cleaning and replacement.

17 Employees on a leave of absence without pay in pay period 24 shall receive the
18 uniform allowance upon return to paid status, provided, however, that an employee who
19 is not in paid status during the entire year (i.e., not in paid status from pay period 24 of
20 one year through pay period 23 of the following year) shall not receive the annual Uniform
21 Allowance for the year(s) during which he/she was not in paid status. For example, if an
22 employee is not in paid status from October 2018 through January 2020, and then returns
23 to paid status in February 2020, the employee shall receive the allowance payment for
24 2019 upon return to paid status but shall not receive the 2018 allowance because the
25 employee was not in paid status from pay period 24/2018 through pay period 23/2019.
26 Any employee separating from County employment at the conclusion of a leave of
27 absence shall not receive the uniform allowance.

28 (rr) Direct Deposit (Electronic Funds Transfer). All employees must make and

1 maintain arrangements for the direct deposit of paychecks and reimbursements into the
2 financial institution of their choice via electronic fund transfer. Employees who have not
3 made such arrangements by the end of the 4th pay period after their date of hire shall be
4 subject to disciplinary action. In cases where an employee is unable to make
5 arrangements for electronic fund transfer, the Director of Human Resources may allow
6 an exception to this subsection. Any exceptions granted may be reviewed periodically
7 for continuation, subject to the approval of the Director of Human Resources.

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

10 (ss) Modified Benefit Option (MBO).

11 (1) General Provisions.

12 (A) All full-time employees in regular Exempt Group positions
13 shall be provided an opportunity to convert from a regular position with traditional benefits
14 (i.e., traditional benefit option) to a regular position with modified benefits and a wage
15 differential.

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

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

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

23 (2) Modified Benefit Option Wage Differential.

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

27 (B) The wage differential shall be considered as part of the base
28 hourly rate when calculating the following: County contribution to the employee's

1 Retirement Medical Trust (RMT) account, County match to employee's contribution to
2 457(b) Deferred Compensation Plan, County match to employee's contribution to
3 County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g.,
4 Retention Pay, POST), sick leave conversion cash-out pursuant to Subsections
5 13.0613(g)(1)(l) and 13.0613(k)(4), and other leave cash-outs if any. Provided below is
6 an example of how the County's contribution to the RMT would be calculated:

7 Example: Employee with 17 years of continuous County service and
8 an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate
9 is \$70 per hour. This employee is eligible for a County contribution to the RMT equal to
10 3.75% of the employee's base bi-weekly salary. The County contribution to the RMT is
11 calculated as follows:

12 $80 \text{ hours} \times (\$70.00 \text{ per hour} \times 1.04 \text{ MBO Wage Differential}) = \$5,824$
13 base bi-weekly salary for purposes of County contribution to the RMT

14 $\$5,824 \times 3.75\% \text{ Contribution Rate} = \218.40

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

17 (3) Benefits and Leaves. Except as provided in this Subsection,
18 employees who select the MBO shall receive the same benefits and leaves that
19 employees who select the traditional benefit option receive.

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

24 (B) Medical Premium Subsidy (MPS).

25 (l) Employees who select the MBO shall receive MPS in
26 the following amounts per pay period:

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28 Effective July 15, 2023, the MPS amounts for employees who

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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

Effective February 10, 2024 through July 11, 2026, the MPS amounts for employees enrolled in the MBO will be based on a percent of the MPS amounts for the Traditional Benefit Option (i.e., 71% Employee Only; 82% Employee + 1; 82% Employee + 2).

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

(4) Paid Time Off (PTO).

(A) Definition. Employees who select the MBO shall be granted Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions. However, employees shall continue to be eligible to receive Administrative Leave as provided in Subsection 13.0613(p). Additionally, employees shall receive holiday pay in accordance with Subsection 13.0613(g)(3), except that employees shall not be eligible for the floating holiday.

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

1 for use on the first day following the pay period in which it is earned.

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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*

11 *The employee's maximum PTO accrual that may be carried over to a future calendar
12 year may not exceed 272, 362, or 452, as applicable. Additionally, the maximum
13 combined vacation and PTO accrual that may be carried over to a future calendar year
14 for an employee who has a grandfathered maximum vacation accrual balance of more
15 than 480 hours as allowed in Subsection 13.0613(g)(2)(B) shall be this employee's
16 grandfathered maximum vacation accrual balance plus 106 PTO hours. For example, if
17 employee's grandfathered maximum vacation accrual balance is 600 hours, the
18 maximum combined vacation and PTO accrual that may be carried over to a future
19 calendar year shall be 706 hours (600 vacation hours plus 106 PTO hours). As indicated
20 in Subsection 13.0613(g)(2)(B), the grandfathered maximum vacation accrual balance
21 shall be adjusted annually at the end of each calendar year and shall never be increased.

22 Any PTO accrual balance at the end of the calendar year in excess
23 of employee's maximum PTO accrual that may be carried over to a future calendar year
24 shall be automatically cashed out and paid in accordance with Subsection
25 13.0613(ss)(4)(E)(II). Additionally, any combined vacation/PTO accrual balance at the
26 end of the calendar year in excess of the employee's allowed maximum combined
27 vacation/PTO balance, in which vacation accruals do not exceed employee's allowed
28 maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance

1 with Subsection 13.0613(ss)(4)(E)(II). For example, if an employee with a maximum
2 combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation
3 maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680
4 hours, 94 PTO hours shall be automatically cashed out in accordance with Subsection
5 13.0613(ss)(4)(E)(II).

6 (C) Administration.

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

10 (II) PTO for Sick Leave Purposes. When PTO has been
11 requested for sick leave purposes, PTO shall be administered according to Subsection
12 13.0613(g)(1)(D).

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

16 Exempt employees who are subsequently hired into a position in a
17 bargaining unit that does not contain the MBO, shall carry over their existing PTO balance
18 and begin accruing vacation, floating holiday, and sick leave immediately.

19 (E) PTO Cash-Out.

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

27 Option 1. Future Accruals. An employee must make an
28 irrevocable election during the month of December, specifying the number of PTO hours

1 to be sold back from the next calendar year's PTO accrual. Such election must be made
2 in increments of not less than ten hours and may not exceed 160 hours. All designated
3 hours remaining in the last period of the calendar year will automatically be converted into
4 cash in the last period of the calendar year.

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

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

12 (F) Accrual Carryover Following Benefit Change.

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

14 (i) Employees who convert from the traditional
15 benefit option to the MBO shall carry over and may utilize their existing vacation, holiday,
16 and sick leave balances; provided, however, that the employee shall no longer accrue
17 vacation leave, sick leave, and a floating holiday after converting to the MBO. After
18 converting to the MBO the employee shall be immediately eligible to accrue PTO.

19 Any vacation leave accrual balance carried over to the
20 MBO that is in excess of the employee's allowed maximum vacation leave accrual
21 balance at the end of the calendar year shall be cashed out and paid in accordance with
22 Subsection 13.0613(g)(2)(E)(II). For example, an employee with a maximum vacation
23 leave accrual balance of 480 hours begins MBO in pay period 16 and carries over 572
24 vacation hours. This employee then uses 20 vacation hours and has 552 vacation hours
25 at the end of the last pay period of the calendar year. In this example, 72 vacation hours
26 shall automatically cash out in pay period 1 of the next calendar year such that 480
27 vacation hours carries over to the next calendar year (552 hours – 72 hours = 480 hours).

28 (ii) Vacation Cash-Out. Employees who met the

1 eligibility requirements for the vacation cash-out prior to selecting the MBO, and
2 pre-designated to cash-out vacation leave during the required pre-designation period while
3 in the traditional benefit option, shall remain eligible to cash-out vacation leave. However,
4 employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation
5 leave while enrolled in the MBO unless employee intends to convert to the traditional
6 benefit option during next calendar year's open enrollment period and start accruing
7 vacation that calendar year.

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

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

12 (i) Employees who convert from the MBO to the
13 traditional benefit option shall carry over and may utilize their existing PTO balance (if
14 any) and begin accruing vacation, floating holiday, and sick leave immediately; however,
15 the maximum combined PTO and vacation accrual that may be carried over to a future
16 calendar year shall not exceed this employee's allowed maximum vacation accrual
17 balance at the end of the calendar year as established in Subsection 13.0613(g)(2)(B).
18 Any combined excess leave hours at the end of the calendar year shall be cashed out as
19 PTO hours and paid in accordance with Subsection 13.0613(ss)(4)(E)(II). For example,
20 an employee with a maximum vacation accrual balance of 480 hours begins the traditional
21 benefit option in pay period 16 and carries over 150 PTO hours and 375 Vacation Leave
22 hours and accrues an additional 68 vacation hours through pay period 26 (i.e., total
23 combined leave at the end of calendar year equals 593 hours). In this example, 113 PTO
24 hours shall automatically cash out in pay period 1 of the next calendar year such that 480
25 total combined vacation/PTO hours carries over to the next calendar year (593 hours –
26 113 hours = 480 hours). If employee has a grandfathered maximum vacation accrual
27 balance, the grandfathered vacation accrual balance shall be the maximum combined
28 vacation and PTO balance that may be carried over.

1 (ii) PTO Cash-Out. Employees who met the
2 eligibility requirements for the PTO cash-out prior to converting from the MBO to the
3 traditional benefit option and pre-designated to cash-out PTO during the required pre-
4 designation period while in the MBO, shall remain eligible to cash-out PTO. However,
5 employees enrolled in the traditional benefit option shall not be eligible to pre-designate
6 to cash-out PTO while enrolled in the traditional benefit option unless employee intends
7 to convert to the MBO during next calendar year's open enrollment period and start
8 accruing PTO that calendar year.

9 Additionally, employees who convert from the MBO to
10 the traditional benefit option will continue to have the option to cash-out existing PTO
11 according to Subsection 13.0613(ss)(4)(E)(I).

12 (tt) The Director of Human Resources may, in appropriate circumstances, provide
13 an employee who is separating from County employment up to six months of the
14 employee's annual salary and benefits in the form of administrative leave or a lump sum
15 payment. The Director of Human Resources, in consultation with County Counsel, is
16 authorized to approve the administrative leave or payment; provided, however, no
17 administrative leave may be granted or salary paid if allegations of conduct involving
18 misappropriation of public funds or property, misuse or destruction of public property, acts
19 that would constitute a felony or misdemeanor, malfeasance in office or conviction of a
20 crime involving moral turpitude are pending against the employee.

21 SECTION 2. Section 13.0614 of the San Bernardino County Code is amended, to
22 read:

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