

1 hourly wage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 If the County's Discretionary "Property Related Revenue", as defined in the
26 "Discretionary General Funding and Restricted Funds" section of the County's Budget
27 Book, are less than a two percent increase in 2023-24 compared to 2022-23 and/or if
28 statewide 2011 Realignment Sales Tax Collections from Fiscal Year 2023-24,

1 representing collections from September 2023 through August 2024, decline by more
2 than four percent compared to 2022-23, then the County may, upon approval of the Board
3 of Supervisors, defer this three percent increase until August 23, 2025.

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

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

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

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

25 (4) List of Exempt Group Classifications.

26 (A) Exempt—Executive County Administrators.

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EXECUTIVE COUNTY ADMINISTRATORS			
Job Code	Classifications	Benefit Group	Salary Grade
01115	Agricultural Commissioner/Sealer	B	85B
03489	Assistant Executive Officer	B	101B
10030	Assistant Executive Officer - Human Services	B	101B
13111	Behavioral Health Medical Director	C	119C
03485	Chief Executive Officer	B	120B
01246	Chief Information Officer	B	97B
03515	Chief Probation Officer	B	97B
03310	Clerk of the Board of Supervisors	B	84B
03488	County Chief Financial Officer	B	101B
03487	County Clerk ¹	N/A	N/A
03495	County Counsel	B	107B
03500	County Librarian	B	86B
04228	Director of Aging and Adult Services	B	88B
04237	Director of Airports	B	83B
04383	Director of Arrowhead Regional Medical Center	B	118B
04300	Director of Behavioral Health	B	97B
04255	Director of Child Support	B	92B
04260	Director of County Museum	B	81B
04273	Director of Economic Development	B	83B
01256	Director of Emergency Management	B	88B
04276	Director of Fleet Management	B	81B
03482	Director of Government Relations	B	83B
10004	Director of Human Resources	B	98B
04320	Director of Land Use Services	B	91B
03493	Director of Legislative Affairs	B	83B
18200	Director of Preschool Services	B	87B
04289	Director of Project and Facilities Management	B	87B
04340	Director of Public Works	B	97B
04356	Director of Purchasing	B	82B
04365	Director of Real Estate Services	B	86B

1	18143	Director of Risk Management	B	84B
2	04386	Director of Transitional Assistance	B	92B
3	04390	Director of Veterans' Affairs	B	81B
4	04250	Director, Children and Family Services	B	97B
5	04280	Director, Community Development and Housing	B	86B
6	18160	Director, Regional Parks	B	89B
7	04278	Director, Workforce Development	B	83B
8	04272	Economic Development Administrator	B	92B
9	16345	Public Defender	B	101B
10	08048	Public Health Director	B	97B
11	18080	Registrar of Voters	B	87B
12	*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
14031	ARMC Physician Administrator	C	107C
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	90C
12149	Assistant County Librarian	C	73C

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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
01255	Assistant Director of Emergency Management	C	77C
10019	Assistant Director of Human Resources	C	87C
01377	Assistant Director of Medical Services	C	117C
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
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

1	19957	Business Solutions Division Chief	C	82C
2	01076	Chief Administrative Analyst	C	80C
3	03070	Chief Appraiser	C	78C
4	01340	Chief Assistant County Counsel	B	100B
5	03107	Chief Assistant District Attorney	B	100B
6	03512	Chief Communications Officer	B	89B
7	04302	Chief Compliance Officer -Behavioral Health	C	80C
8	03095	Chief Data Officer	C	92C
9	03099	Chief Deputy Clerk of Board of Supervisors	C	73C
10	01264	Chief Deputy County Museum	C	65C
11	19522	Chief Deputy Director of Sheriff's Administration	C	91C
12	03105	Chief Deputy District Attorney	C	94C
13	03115	Chief Deputy Public Defender	C	94C
14	03116	Chief Deputy Recorder	C	78C
15	03120	Chief Deputy Registrar of Voters	C	65C
16	03021	Chief Deputy Treasurer	C	80C
17	05177	Chief Engineering Geologist	C	74C
18	04393	Chief of Facilities Management	C	81C
19	15025	Chief Information Security Officer	C	92C
20	03111	Chief Learning Officer	B	81B
21	19165	Chief Medical Information Officer	C	107C
22	19166	Chief Medical Officer	C	114C
23	19164	Chief Nursing Officer	C	93C
24	16382	Chief of Animal Care and Control	C	81C
25	03175	Chief of Assessment Services	C	78C
26	03499	Chief of County Counsel's Administration	C	70C
27	03106	Chief of District Attorney's Administration	C	73C
28	10002	Chief of Environmental Health Services	C	81C
	13138	Chief of Homeless Services	B	81B
	04290	Chief of Operations Community Revitalization	C	80C
	01077	Chief of Project Management	C	81C
	03195	Chief of Public Defender's Administration	C	70C
	03221	Chief Public Works Engineer	C	88C
	01252	Chief Technology Officer	C	92C
	03522	Chief Vision Officer	C	80C
	03078	Child Support Chief Attorney	C	91C
	03278	Children's Network Officer	C	69C
	10025	Code Enforcement Chief	C	82C

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12151	Community Services Finance and Operations Chief	C	73C
03503	County Chief Operating Officer	B	102B
01062	County Compliance, Ethics and Privacy Officer	C	76C
03396	County Communications Manager	C	62C
03496	County Counsel Research Attorney I	C	62T_C
03497	County Counsel Research Attorney II	C	71C
01078	County HIPAA Security Officer/Assistant Privacy Officer	C	72C
03504	County Labor Relations Chief	B	92B
13274	County Marketing, Media & Communications Coordinator	D	59D
19863	County Surveyor	C	84C
03150	Departmental IS Administrator	C	80C
19961	Deputy Chief of Business Solutions Development	C	77C
16401	Deputy Chief of Community Health Services	C	76C
16275	Deputy Chief Probation Officer	C	84C
04085	Deputy County Counsel I	C	64T_C
04095	Deputy County Counsel II	C	73T_C
04100	Deputy County Counsel III	C	80T_C
04105	Deputy County Counsel IV	C	86C_C
04107	Deputy County Counsel V	C	89C_C
13124	Deputy Director Behavioral Health Administrative Services	C	83C
03153	Deputy Director of Behavioral Health Program Services	C	83C
04292	Deputy Director of Fleet Management	C	74C
04321	Deputy Director of Land Use Services	C	84C
18182	Deputy Director of Regional Parks	C	77C
04287	Deputy Director of RES Facilities Management	C	74C
04394	Deputy Director of RES Leasing & Acquisition	C	76C
01074	Deputy Director of RES Project Management	C	77C
18146	Deputy Director of Risk Management	C	71C
04124	Deputy Director, Administrative Services	C	75C
04299	Deputy Director, Behavioral Health Quality Management	C	83C
04256	Deputy Director, Child Support	C	74C

1	18162	Deputy Director, Children and Family Services	C	74C
2	04119	Deputy Director, Community Development and Housing	C	74C
3	04118	Deputy Director, Department of Aging and Adult Services	C	74C
4	04282	Deputy Director, Economic Development	C	74C
5	18201	Deputy Director, Preschool Services	C	74C
6	18167	Deputy Director, Program Development	C	74C
7	04288	Deputy Director, Public Works	C	88C
8	01331	Deputy Director, Sheriff's Coroner Division	C	75C - SAF
9	18163	Deputy Director, Transitional Assistance	C	74C
10	04397	Deputy Director, Veterans Affairs	C	74C
11	04275	Deputy Director, Workforce Development	C	74C
12	04060	Deputy Executive Officer	B	91B
13	16411	Deputy Public Information Officer	C	66C
14	16278	Director of Probation Administration	C	80C
15	19162	Director of Public Relations and Marketing	C	68C
16	04402	District Attorney Assistant Chief Investigator	C	83C - SAF
17	04395	District Attorney Chief Investigator	C	89C - SAF
18	04406	District Attorney, Public Affairs Officer	C	73C
19	06041	Economic Development Manager	C	69C
20	01253	Emergency Management Deputy Director	C	71C
21	05145	Emergency Medical Services Assistant Administrator	C	70C
22	01615	EPIC Systems Administrator	C	82C
23	06035	Field Representative	B	63B
24	03506	Finance and Administration Projects Coordinator	D	58D
25	03502	Government Relations Analyst	C	66C
26	08040	Health Officer	C	1114C
27	08050	Healthcare Program Administrator	D	70D
28	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

1	16095	Human Resources Analyst I	D	60D
2	16098	Human Resources Analyst II	D	68D
3	16100	Human Resources Analyst III	C	71C
4	16094	Human Resources Analyst Trainee	D	47T_D
5	16091	Human Resources Assistant	D	33D
6	10027	Human Resources Deputy Director	C	84C
7	16110	Human Resources Division Chief	C	80C
8	16115	Human Resources Business Partner I	D	65T_D
9	16116	Human Resources Business Partner II	C	72C
10	16101	Human Resources Investigator	D	68D
11	16109	Human Resources Manager	C	75C
12	16093	Human Resources Specialist	D	41D
13	16092	Human Resources Technician	D	35D
14	05108	Human Services Administrative Manager	D	62D
15	04414	Human Services Auditing Chief	C	75C
16	05101	Human Services Program Integrity Division Chief	C	74C
17	03023	Indigent Defense Analyst	D	56D
18	15024	IT Chief Finance Officer	C	80C
19	01302	IT Deputy Chief	C	77C
20	15022	IT Division Chief	C	82C
21	15023	IT Finance Officer	C	71C
22	15020	Information Services Security Officer	C	78C
23	15033	Investment Analyst	D	64D
24	15032	Investment Analyst Trainee	D	51T_D
25	01667	Investment Officer	C	73C
26	05092	Labor Negotiator	C	80C
27	03511	Labor Relations Analyst	D	60D
28	03523	Labor Relations Deputy Chief	C	84C
	01251	Land Development Chief	C	82C
	03112	Learning and Organizational Development Division Chief	C	73C
	12102	Legislative Analyst	C	70C
	04267	Marketing and Events Manager	C	62C
	03176	Network Services Division Chief	C	82C
	19656	Organizational Development Business Partner	C	63C
	01250	Planning Director	C	82C
	09999	Principal Administrative Analyst	C	77C
	16220	Principal Appraiser	C	69C
	03100	Principal Assistant County Counsel	B	94B
	10024	Principal Management Analyst	B	84B

1	19856	Probation Health Services Manager	C	81C
2	16360	Public Health Chief Financial Officer	C	82C
3	16551	Public Health Dental Director	C	87C
3	16358	Public Health Division Chief	C	82C
4	16385	Public Health Medical Director	C	97C
5	16405	Public Health Veterinarian	C	87C
6	16410	Public Information Officer	B	83B
6	04304	Public Information & Government Compliance Officer	C	62C
7	04341	Public Works Chief Financial Officer	C	80C
8	01638	Quality and Accreditation Administrator	C	88C
9	16389	Quality and Compliance Officer	C	75C
9	18031	Real Estate Services Manager	C	67C
10	18141	Risk Assessment Officer	C	70C
11	01600	SAP Chief	C	80C
11	16102	Senior Human Resources Investigator	C	72C
12	03509	Senior Labor Relations Analyst	C	72C
13	03510	Senior Labor Relations Officer	C	75C
14	16089	Senior Human Capital Management Analyst	D	65D
15	04207	Sheriff's Deputy Director of Administrative Services	C	84C
16	19521	Sheriff's Administrative Manager	C	73C
16	19465	Sheriff's Captain	C	83C - SAF
17	19460	Sheriff's Deputy Chief	C	88C - SAF
18	19518	Sheriff's Executive Officer of Corrections and Support Services	C	88C
19	19520	Sheriff's Financial Manager	C	80C
20	19517	Sheriff's Finance Officer	C	75C
20	19507	Sheriff's Health Services Administrator	C	84C
21	04123	Special Assistant Deputy District Attorney	C	88C
22	04126	Special Assistant to the District Attorney	B	97B
23	03505	Strategic Initiatives Chief	C	80C
24	19196	Strategy and Business Development Officer	C	77C
25	19822	Supervising Deputy County Counsel	C	92C
26	16120	Supervising Human Resources Business Partner	C	75C
27	16096	Supervising Human Resources Technician	D	43D
28	21005	Undersheriff	B	98B - SAF
28	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	58C
01598	Auditor-Controller/Treasurer/Tax Collector Executive Assistant	C	58C
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
05279	District Attorney's Executive Assistant	C	58C
05320	Executive Assistant	D	58C
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 Supervisors	C	52C
03280	Secretary, Civil Service Commission	D	45D
05290	Senior Executive Administrative Assistant	C	56C
19540	Sheriff's Special Assistant	C	58C

(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 10 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

1 the beginning of the pay period in which the employee completes the required number of
2 service hours. However, when an employee reaches the required number of service
3 hours with 80 hours in each pay period, the step advancement will be made at the
4 beginning of the next pay period. Approval for advancement shall be based upon
5 completion of the required length of service hours in the classification, satisfactory work
6 performance, and appointing authority recommendation.

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

15 An appointing authority may request, in limited exceptional
16 circumstances and with adequate justification, the adjustment of the salary step or salary
17 rate of an employee to maintain salary equity within the system, to prevent undue
18 hardship or unfairness due to the application of any rule or policy, or to correct any salary
19 inequity, subject to the recommendation of the Director of Human Resources and the final
20 approval of the Chief Executive Officer or his/her designee. The Director of Human
21 Resources may authorize the adjustment of the salary step or salary rate of an employee
22 to correct any payroll error or omission, including any such action which may have arisen
23 in any prior fiscal year.

24 (B) Implementation of Classification Study Results.

25 (I) Upgrading. An upgrading is the reclassification of a
26 position from one classification to another classification having a higher base salary
27 range. Whenever an incumbent employee is upgraded as a result of such reclassification,
28 pursuant to the Personnel Rules, such employee's step placement in the new salary

1 range shall be governed by the subdivision on "Promotions."

2 (II) Downgrading. A downgrading is the reclassification of
3 a position from one classification to another classification having a lower base salary
4 range. When a position is downgraded, the incumbent employee may continue at the
5 same salary rate where the salary rate is within the new base salary range. Where an
6 incumbent receives a salary rate greater than the maximum of the new base salary range,
7 the Director of Human Resources may authorize continuation of the same salary rate to
8 the incumbent employee that the employee received prior to the downgrading of the
9 position by placing the employee on an "X" step, provided that the employee shall receive
10 no future salary rate increases until the salary range maximum of the new classification
11 exceeds the "X" step.

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

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

23 (II) If the employee's original base rate of pay falls within
24 the newly designated pay range, and the salary adjustment granted is at least two salary
25 ranges, the employee shall be placed upon the step in the new range that is approximately
26 a five percent salary increase, not to exceed the maximum step of the new range. If the
27 employee's original base rate of pay falls within the newly designated pay range, and the
28 salary adjustment granted is less than two salary ranges, the employee shall be placed

1 upon the step in the new range that is approximately a two and one-half percent salary
2 increase, not to exceed the maximum step of the new range. The employee shall be
3 eligible to advance to the next step upon receiving a satisfactory rating after completion
4 of 1,040 hours, in accordance with the requirements of Subsection 13.0613(c)(4)(A).
5 Subsequent step advances shall be administered in accordance with Subsection
6 13.0613(c)(4)(A).

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

12 An employee demoted for non-disciplinary reasons who returns to
13 their former classification during the probationary period or within 2,080 service hours of
14 promotion, shall be returned to the same salary step within the base salary range for the
15 former classification that the employee was on prior to promotion. No credit shall be
16 granted for hours worked at the promoted level for the next step advance due date.

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

22 An employee who demotes for non-disciplinary reasons to a trainee
23 classification for which the journey level classification is higher than the classification they
24 demoted from, shall be placed on a step closest to, but not less than, their current base
25 rate of pay on the salary range of the classification to which the employee demoted.
26 Employees whose current base rate of pay exceeds the top step of the salary range to
27 which the employee demoted shall be placed on the "X" step and retain their current base
28 rate of pay. Provided that the "X" step continues to be above the top step of the demoted

1 classification range, the employee shall receive no future salary rate increases until the
2 employee has promoted to the journey level classification.

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

9 (E) Promotion. A promotion is the appointment of an employee
10 from one classification to a classification having a higher base salary range. A promoted
11 employee shall receive the entrance rate of the new range or, at least a five percent (5%)
12 salary increase. An advanced step may be provided by the Appointing Authority up to a
13 seven and a half percent (7.5%) increase in total not to exceed the top step of the higher
14 base salary range. At the request of the appointing authority and with the approval of the
15 Director of Human Resources, an employee may be placed at a step above a seven and
16 a half percent (7.5%) increase, not to exceed the top step of the higher base salary range.
17 Promotions shall be effective only at the beginning of a pay period unless the Director of
18 Human Resources approves an exception.

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

28 (e) Hours of Work.

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

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

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

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

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

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

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

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

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

22 (f) Insurance Programs.

23 (1) Medical and Dental Coverage Insurance.

24 (A) All eligible employees scheduled to work 40 hours or more per
25 pay period in a regular position must enroll in a medical and dental plan offered by the
26 County. Employees who fail to elect medical and dental plan coverage will be
27 automatically enrolled in the medical broad network HMO plan and dental HMO plan with
28 the lowest biweekly premium rates available in the geographical location of the

1 employee's primary residence. Medical and dental plan coverage will become effective
2 on the first day of the pay period following the first pay period in which the employee is
3 scheduled to work 40 hours or more and be in paid status.

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

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

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

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

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

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

28 (H) Employees eligible for medical plan coverage who are also

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

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

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

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

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

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

27 (I) Employees may elect to opt-out of or waive County
28 medical and/or dental plan coverage(s) within 60 calendar days of the effective date of

1 gaining other employer group coverage. Proof of initial gain of other employer group
2 coverage is required at the time that opt-out or waive is elected.

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

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

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

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

22 (K) For employees assigned to work in the Needles, Trona, and
23 Baker work locations, the County will establish a Needles Subsidy. To be eligible for the
24 Needles Subsidy the employee must be enrolled in a medical plan and receive the MPS.
25 The Needles Subsidy will be paid by the employee's department and will be equal to the
26 amount of the premium difference between the indemnity medical plan offered in these
27 specific work locations and the HMO medical plan with the most comparable benefit
28 design (e.g., similar copayment amounts, out-of-pocket maximums, etc.) provided by the

1 County. The applicable subsidy amount shall be paid directly to the provider of the
2 County-sponsored medical plan in which the eligible employee has enrolled. This
3 Needles Subsidy will be established each year when premiums change for the County-
4 sponsored medical plans. The subsidy will be discontinued when the HMO plan used in
5 the comparison above in this paragraph becomes available to the employees.

6 (2) Term Life Insurance.

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

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

23 (4) Group Universal Life. Eligible employees may purchase, through
24 payroll deductions, group universal life insurance subject to carrier requirements and
25 approval. The benefit levels for such insurance shall be equivalent to no more than three
26 times the employee's annual base earnings. Employees who purchase group universal
27 life insurance shall be provided a County contribution towards the biweekly premium
28 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

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

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

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

(7) Short-Term Disability Insurance. The County will provide an employer paid short-term disability insurance plan for Exempt Group employees. This benefit shall apply to Exempt Group employees in regular positions who are regularly

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

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

15 (g) Leave Provisions.

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

23 (A) Definition.

24 (I) FAMILY MEMBER. A FAMILY MEMBER, as defined
25 by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner,
26 grandparent, grandchild, sibling, or any person designated by the employee at the time
27 the employee requests paid sick days. An employee shall not identify more than one
28 "designated person" as a family member in a 12-month period from the first date of

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

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

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

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

19 (D) Administration.

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

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

1 half hour after the start of the employee's scheduled tour of duty of a sickness on the first
2 day of absence.

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

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

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

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

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

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

1 for attendance upon members of the employee's extended family residing in the
2 employee's household who require the attention of the employee.

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

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

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

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

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

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

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

28 (iii) Employees who have been absent on account

1 of serious medical condition, when so directed by appointing authority.

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

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

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

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

26 (VI) The final decision on the employee's ability to return to
27 work rests with the medical provider at the Center. In the event the employee is not
28 released to return to work by the medical provider at the Center, the employee's status

1 would continue on sick leave or, where there is no balance, leave without pay.

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

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

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

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

Sick Leave Balance as of Date of Separation for Death	Cash Payment Percent of Hours of Sick Leave Balance
480 hours or less	30 percent
481 to 600 hours	35 percent
601 to 720 hours	40 percent

721 to 840 hours	45 percent
841 to 1,000 hours	50 percent

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

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

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

(2) Vacation Leave.

(A) Definition. VACATION is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

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

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

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

(C) Administration.

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

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

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

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

1 benefits or be compensated in a lump sum payment for accrued vacation leave.

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

11 (E) Conversion of Vacation Leave to Cash.

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

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

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

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

6 (3) Holiday Leave.

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

9 January 1

10 Third Monday in January

11 Third Monday in February

12 Last Monday in May

13 June 19

14 July 4

15 First Monday in September

16 Second Monday in October

17 November 11

18 Thanksgiving Day

19 Day after Thanksgiving

20 December 24

21 December 25

22 December 31

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

28 Floating holidays accrued shall be available for use on the first day

1 following the pay period in which they are accrued, with the approval of the appointing
2 authority. Appointing authorities have the right to schedule employees' time off for
3 accrued holidays to meet the needs of the service but with consideration given to the well-
4 being of the employee. Employees in regular positions budgeted less than 80 hours per
5 pay period or job-shared positions shall receive floating holiday accruals on a pro-rata
6 basis.

7 (C) Maximum Holiday Leave Accrual Balance

8 (I) The maximum holiday leave accrual balance that may
9 be carried over to a future calendar year shall be 112 hours. However, the maximum
10 holiday leave accrual balance that may be carried over into a future calendar year for an
11 employee with a balance of more than 112 hours at the end of calendar year 2010 shall
12 be such employee's holiday leave balance at the end of pay period 26 of calendar year
13 2010. Thereafter, the maximum holiday accrual balance for those employees with a
14 balance greater than 112 hours at the end of calendar year 2010 shall be adjusted
15 annually at the end of each calendar year and shall never be increased.

16 (II) Effective pay period 14 of calendar year 2022, the
17 maximum holiday leave accrual balance will increase to 120 hours. The maximum
18 holiday leave balance that may be carried over to a future calendar year shall be 120
19 hours. However, employees with a grandfathered balance of more than 120 hours shall
20 carry over their maximum grandfathered accrual balance in accordance with Subsection
21 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in excess of the employee's
22 maximum holiday leave accrual balance at the end of the calendar year shall be cashed
23 out and paid in accordance with Subsection 13.0613(g)(3)(G)(II).

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

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

1 (F) When a fixed holiday falls on a Saturday, the previous Friday
2 will be observed as the fixed holiday except that when the preceding Friday is also a fixed
3 holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed
4 holiday falls on a Sunday, the following Monday will be observed as the fixed holiday
5 except that when the following Monday is also a fixed holiday, the following Tuesday will
6 be observed as the fixed holiday.

7 (G) Conversion of Holiday Leave to Cash.

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

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

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

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

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

1 holiday leave cash out shall be paid in pay period 1 of the next calendar year.

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

8 (4) Special Leaves of Absence Without Pay.

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

11 (I) Is medically incapacitated to perform the duties of the
12 position;

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

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

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

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

28 (C) Type of Leave of Absences. There are four types of leaves of

1 absences. All requests must be in writing and require the approval of the appointing
2 authority or designee and the Director of Human Resources or designee. Upon request,
3 the appointing authority or designee and the Director of Human Resources or designee
4 may grant successive leaves of absence. All benefits shall be administered in
5 accordance with the appropriate section of this code.

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

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

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

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

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

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

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

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

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

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

1 working hours); (3) have exhausted all useable leave balances prior to initial eligibility for
2 Medical Emergency Leave donations—subsequent accruals will not affect eligibility; and
3 (4) have also recorded at least 40 hours of sick leave without pay during the current period
4 of disability.

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

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

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

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

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

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

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

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

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

27 (B) Notice and Orders. All employees shall provide advance
28 notice of military service unless military necessity prevents the giving of notice or the

1 giving of notice is impossible or unreasonable. Where available, copy of military orders
2 must accompany the request for leave.

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

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

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

1 as to deprive such employee of this right to restoration.

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

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

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

1 calendar days military leave compensation, and are on an involuntary order as defined
2 by Enclosure 4 of the Department of Defense Instruction 1215.06 shall receive the
3 difference between their base County salary and their military salary starting on the thirty-
4 first calendar day of military leave. The difference in salary shall continue for the period
5 approved by the Board of Supervisors. During this period, the County will continue to
6 provide the employee the benefits and all leave accruals as were provided prior to such
7 active duty. Retirement contributions and service credit will be granted if the employee
8 had enough pay to cover the entire retirement system contribution. If the employee does
9 not receive enough pay to cover the retirement system contribution, no contribution or
10 credit will be given. Employees should note that the accidental death and
11 dismemberment (AD&D) plan contains a war exclusion.

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

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

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

1 practicable, the appointing authority will convert an employee's regular tour of duty to a
2 day shift tour of duty during the period of jury duty. Employees required to serve on a jury
3 must report to work before and after jury duty provided there is an opportunity for at least
4 one hour of actual work time. Employees volunteering to serve on a Grand Jury shall be
5 granted a leave of absence without pay to perform the duties of a member of the Grand
6 Jury, in the same manner as provided in Subsection 13.0613(g)(4).

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

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

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

1 employee is unable to work, any time in excess of two hours may be charged to
2 accumulated sick leave or be taken as leave without pay. Evidence of each donation
3 must be presented to the appointing authority to receive this benefit.

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

11 (13) Bereavement Leave. Employees in regular positions may use up to
12 three days paid leave, not charged to the employee's personal leave balances, per
13 occurrence for bereavement due to the death of an employee's family member as defined
14 in Subsection 13.0613(g)(1)(A)(I) except for a person "designated" by the employee for
15 sick leave purposes. One additional day shall be granted if the employee travels over
16 600 miles from his or her residence to the bereavement service(s). This additional day
17 shall not be charged to the employee's personal leave balances. The appointing authority
18 may request verification of distance traveled. All employees are entitled to a total of 5
19 days of unpaid bereavement leave. The five days of leave shall include paid leave under
20 this section, and use of sick leave as defined in section 13.0613(g)(1)(E)(II) above.

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

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

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

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

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

24 (15) Behavioral Health Education and Training Leave. Effective pay
25 period 1 of each year, each regular full-time employee in the classifications of Behavioral
26 Health Medical Director and Assistant Director of Medical Services in paid status shall be
27 credited with a bank of forty (40) hours of Education and Training Leave with pay to attend
28 (e.g. online, in person, etc.) Medical Board of California and/or Osteopathic Medical Board

1 of California approved continuing medical education courses, seminars, training
2 programs, conferences, workshops, or classes, including those necessary to obtain
3 and/or maintain licensure or certifications. Employees who are not in paid status (i.e., not
4 coding paid hours) who later return to paid status during that calendar year or employees
5 hired after pay period 1 shall receive a prorated Education and Training Leave bank at
6 the time of appointment based upon the annual rate of forty (40) hours per calendar year.

7 Written requests for such leave must be submitted and approved in advance
8 before the leave is to be taken at least ninety (90) calendar days prior training. Employees
9 shall provide verification of available Education and Training Leave hours when requests
10 are submitted for approval. Such leave bank shall be reflected on the employee's pay
11 stub. Requests that do not meet the timeframe above may be considered on a case-by-
12 case basis at the sole discretion of the Appointing Authority. Use of Education and
13 Training Leave shall not be counted as time worked for overtime purposes.

14 Education and Training Leave hours must be used by the end of the
15 calendar year. If any Education and Training Leave hour(s) remain at the end of pay
16 period 26 (or 27 when applicable), Education and Training Leave hours shall not carry
17 over into the next calendar year, nor be permitted for cash out. If promoting from a position
18 that already credited the employee Education Leave, the employee is not entitled to
19 additional hours.

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

25 (i) Special Assignment Compensation. Increases in pay may be granted to
26 recognize the temporary assignment of additional responsibilities that are significant in
27 nature and beyond the normal scope of the position. No award shall be made in any
28 situation related to a vacation, short-term illness or other relief which is six weeks or less.

1 The duration of such assignments is not intended to exceed one calendar year except in
2 unusual circumstance approved by both the appointing authority and the Director of
3 Human Resources. Employees will normally not be in a probationary status. The
4 employee shall be required to meet standards for satisfactory performance.

5 Compensation shall be awarded in pay period increments and shall be in the form
6 of a specified percentage of the employee's base pay. The Director of Human Resources
7 will determine the amount in increments of one-half percent from a minimum of two and
8 one-half percent up to a maximum of seven and one-half percent. The additional
9 compensation will be computed at the specified percentage of the current base pay of the
10 employee for each pay period. Such increases in pay shall not affect an employee's step
11 advancement in the base range pursuant to the salary rates and step advancements
12 subdivision.

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

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

27 (j) Expenses Incurred in Conducting County Business and Expense
28 Reimbursement.

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

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

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

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

20 (3) Travel Authorization.

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

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

27 (C) The appointing authority or designee is authorized to approve
28 necessary travel within the State of California and use of transportation mode consistent

1 with this subdivision.

2 (4) Authorization for Attendance at Meetings.

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

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

10 (5) Records and Reimbursements.

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

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

15 (I) Subsistence, except as otherwise provided in this
16 subdivision;

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

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

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

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

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

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

28 (F) If the receipt is unavailable, the employee may submit a

1 signed statement with an explanation of expenses (i.e., itemized list of expenses with
2 location, date, dollar amount, and reason for expenses) and an explanation as to why the
3 receipt is unavailable.

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

8 (6) Transportation Modes.

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

18 (B) Travel via Private Automobile.

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

27 (II) When employees, traveling on official County
28 business, leave directly from their principal place of residence rather than from their

1 assigned work location, mileage allowed to the first work contact point shall be the
2 difference between the distance from the residence to the assigned work location and the
3 distance from the residence to the first work contact point. If the first work contact point
4 is closer than the assigned work location, no mileage shall be allowed. If the employee
5 departs from the last work contact point directly to the residence, the same principle
6 governs.

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

12 (C) Travel via Air.

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

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

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

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

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

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

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

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

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

28 (7) Subsistence.

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

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

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

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

24 (II) Without receipts. An employee may be reimbursed for
25 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars
26 (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15 percent
27 gratuity.

28 (D) Where the cost of a meal is included as part of a registration

1 charge for an event (e.g., continental breakfast at a conference or training seminar) or in
2 the cost of lodging, an employee may not claim reimbursement for that meal.

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

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

11 (k) Medical Insurance and Retirement System Contributions.

12 (1) Medical Insurance Contributions.

13 (A) Section 125 Premium Conversion Plan.

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

22 (II) Medical and dental coverage elections shall not reduce
23 earnable compensation for purposes of calculating benefits or contributions for the
24 SBCERA.

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

28 (IV) Election of pre-tax salary reductions and after-tax

1 payroll deductions shall be made within 60 days of the initial eligibility period in a manner
2 and on such forms designated by Human Resources. Failure to timely submit appropriate
3 paperwork will result in after-tax payroll deductions for all eligible premiums for the
4 remainder of the plan year.

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

10 (B) Medical and Dental Subsidies.

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

18 Effective July 12, 2025, the following MPS amounts apply:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$180.10	\$360.19
Employee + 1	\$299.39	\$598.77
Employee + 2	\$420.98	\$841.96

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

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

28 (II) The County has established a dental premium subsidy

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

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

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

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

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

27 (iv) Short Term Disability. Employees who are on
28 short-term disability (STD) insurance provided by the County or State Disability Insurance

1 (SDI) shall continue to receive the MPS and DPS provided the employee is in paid status.

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

6 (2) Retirement System Contributions.

7 (A) County Contributions. The County shall pay all required
8 employer contributions to the San Bernardino County Employee's Retirement Association
9 (SBCERA).

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

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

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

1 (C) Special Provisions.

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

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

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

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

25 For Tier 1 safety members of SBCERA, the County adopted a
26 resolution making Government Code section 31664.1 applicable to safety members,
27 effective October 1, 2003. The County also adopted a resolution pursuant to Government
28 Code section 31678.2, applying the formula set forth in Government Code section

1 31664.1 applicable to all prior safety service credit for every eligible employee under this
2 Subdivision.

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

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

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

12 (B) Eligible employees may contribute to the FSA, on a pre-tax
13 basis, an amount up to the Internal Revenue Code's annual maximum. This annual
14 contribution is made by the employee via equal biweekly payroll deductions. The County
15 will also contribute up to \$40.00 per biweekly pay period, matching Exempt employee
16 contributions dollar for dollar. Effective February 1, 2020, the County will contribute up to
17 an additional \$10.00 per biweekly pay period, matching Exempt employee contribution
18 dollar for dollar, for employees who select the County-sponsored Blue Shield Access +
19 HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA. FSA participants
20 must elect to enroll each year in order to continue participation. Upon enrolling in the
21 FSA, employees may not change their designated biweekly contribution amount or
22 discontinue making contributions for the remainder of the plan year except as permitted
23 by the Internal Revenue Code. Any unused amounts remaining in an employee's FSA
24 account at the end of the Plan year shall be forfeited except as permitted by the Internal
25 Revenue Code and the County's plan document. Contributions made to the FSA may be
26 used for receiving non-taxable reimbursements of eligible medical expenses not covered
27 by insurance. Eligible reimbursable expenses are those medical expenses that qualify
28 as determined under Internal Revenue Code section 213.

1 (4) Retirement Medical Trust Fund. A Retirement Medical Trust Fund
2 (RMT) has been established. The RMT is a Voluntary Employee Benefit Association
3 (VEBA) and will comply with all the provisions of Internal Revenue Code section
4 501(c)(9).

5 The RMT will be administered by Human Resources as the plan
6 administrator in accordance with the plan document and applicable law.

7 (A) Eligibility. Exempt Group employees with five or more years
8 of participation in SBCERA are eligible to participate in the RMT. The purchase of
9 additional retirement credit or other retirement service credit and/or participation in other
10 public sector retirement systems may be counted towards the five-year participation
11 requirement if the employee has not withdrawn their contributions from the other public
12 sector retirement system(s) and the employee is a current member of SBCERA.

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

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

22 (C) County Contribution. The County will contribute to the RMT
23 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.	

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

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

14 Employees who successfully complete job-related education or courses may
15 submit a request to be reimbursed beyond the limit of \$1,000.00 to their department head
16 or appointing authority for review. The department head or appointing authority must then
17 request and receive approval from the County Administrative Office to reimburse beyond
18 the limit of \$1,000.00 per fiscal year per employee. In order to be eligible for tuition
19 reimbursement under this provision, the employee must take such course work outside
20 regular work hours and shall do no productive work for the County while attending the
21 courses.

22 If the reimbursement is approved and paid to the employee, and the employee
23 leaves the County prior to completing two years of County service after completing the
24 job-related education or coursework, the employee will reimburse the County according
25 to the following schedule:

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

After 24 months	0%
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Benefits under the Tuition Reimbursement and Membership Dues Subdivision shall be pro-rated for job share and part-time employees.

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

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

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

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

(C) The employee submits proof of the following:

(I) A qualifying degree.

(II) Current statements from an unpaid loan.

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

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

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

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

(2) Terms of Loan Repayment Assistance: Employees with 2 or more years of continuous service with the County may apply for tuition loan repayment. Continuous service is defined as the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from County employment. Employees must complete a new application and submit supporting documentation for each disbursement for loan repayment. Any additional annual incentive

1 will require completion of new one-year continuous periods of Qualifying Service on and
2 after the date of the implementation of this provision. In no event will the payments be
3 combined. If the application meets County requirements, the payment shall be as follows:

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

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

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

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

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

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

17 (3) Restrictions

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

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

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

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

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

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

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

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

9 (4) Program Details

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

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

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

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

22 Should a classified employee's position be abolished, the County will make
23 reasonable efforts to place the employee in a comparable County position based upon
24 the employee's skills, knowledge and abilities, as well as consideration for the employee's
25 length of service with the County. If reasonable efforts to place an exempt classified
26 employee in a comparable County position are unsuccessful, the employee shall be
27 subject to lay-off by written notification by the appointing authority or the Chief Executive
28 Officer, which notification shall be given at least ten working days prior to the effective

1 date of the layoff. An Exempt Group classified employee does not have any bumping
2 rights to other County positions.

3 (o) Automobiles.

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

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

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

16 (2) All County employees in Benefit Groups A and B, Assistant Sheriffs
17 and Sheriff's Deputy Chiefs, the District Attorney Chief Investigator, and ,the Assistant
18 Chief Probation Officer in a paid status shall receive a biweekly automobile allowance in
19 the amount of \$461.54 with no mileage reimbursement, provided they are not assigned a
20 County vehicle pursuant to Subsection 13.0613(o)(1) above. An employee who becomes
21 eligible or ineligible for this benefit in the middle of a pay period will receive a prorated
22 sum of automobile allowance. Employees selecting this allowance shall be required to
23 have a vehicle available at all times for use on County business. This allowance shall be
24 considered complete reimbursement for the acquisition, insurance, maintenance, repair,
25 upkeep, fuel, and all other costs for the required vehicle. At no time shall an employee
26 receive both a County vehicle and the automobile allowance.

27 (p) Administrative Leave. Effective pay period 1 of each year, an employee in
28 a regular position who is in paid status will be provided with 80 hours of administrative

1 leave time for the employee's use. An eligible employee in a regular position who is part-
2 time or job-sharing shall be eligible for a prorated number of administrative leave hours
3 based on regularly scheduled hours. Employees newly entering the Exempt Group after
4 the beginning of pay period 1 shall receive a prorated number of hours. Such proration
5 shall be based upon the remaining number of pay periods in the calendar year nearest
6 the employee's appointment. Employees not in paid status in pay period 1 shall receive,
7 upon return to paid status, a prorated number of Administrative Leave hours based on
8 the number of pay periods remaining in the calendar year.

9 Administrative leave may be cashed out at the employee's then current base rate
10 of pay in increments of one hour, upon the approval of the appointing authority, during
11 the calendar year. Any Administrative Leave accrual balances in effect at the end of the
12 last pay period paid in the calendar year will automatically be paid at the employee's then
13 current base rate of pay. Employees may designate that cash outs of Administrative
14 Leave be contributed to the County's 401(k) Plan or 457(b) Deferred Compensation Plan.
15 Upon termination of employment, unused Administrative Leave will be paid at the current
16 rate of pay.

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

18 (q) Contributions to Salary Savings Plan.

19 (1) Biweekly contributions of Exempt Group employees to the County's
20 401(k) Defined Contribution Plan will be matched by a County contribution on the basis
21 of two times the employee's contribution. The biweekly contributions of Exempt Group
22 employees in Benefit Groups A, B, and C of up to four percent of biweekly base salary
23 will be matched by a County contribution of two times the employee's contribution, not to
24 exceed eight percent of an employee's biweekly base salary. The biweekly contributions
25 of Exempt Group employees in Benefit Group D to the County's 401(k) Defined
26 Contribution Plan of up to three percent of biweekly base salary will be matched by a
27 County contribution of two times the employee's contribution. The County contribution
28 shall not exceed six percent of an employee's biweekly base salary.

1 (2) Biweekly contributions of Exempt Group employees in Benefit
2 Groups A and B to the County's 457(b) Deferred Compensation Plan up to one percent
3 of biweekly base salary will be matched by a County contribution on the basis of one
4 times the employee's contribution. The County contribution shall not exceed one percent
5 of the employee's biweekly base salary. The County contribution shall not exceed one
6 and one-half percent of the employee's biweekly base salary. The County contribution
7 shall be deposited in the County's 401(a) Defined Contribution Plan.

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

14 (r) Employment Interview Expenses and Moving Reimbursement.

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

23 (2) Moving Expense Reimbursement.

24 (A) The Chief Executive Officer may approve moving expenses
25 up to but not exceeding \$10,000.00 for any employee new to County employment for
26 whom the Chief Executive Officer or the Board of Supervisors is the appointing authority
27 or any department head. The Chairperson of the Board of Supervisors may approve such
28 moving expenses for the Chief Executive Officer. Reimbursement of moving expenses

1 in excess of \$10,000.00 must be approved by the Board of Supervisors.

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

6 (C) For employees in Benefit Group D the following provision
7 applies. To assist with the recruitment and appointment of qualified individuals to hard-
8 to-recruit positions/classifications, upon request of the appointing authority, the Director
9 of Human Resources may authorize reimbursement of a new employee's relocation-
10 related expenses incurred as a result of accepting employment with the County, as
11 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

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

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

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

28 (s) Peace Officer Standards and Training Pay.

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

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

(3) Rates.

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

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

(B) Effective January 21, 2017, the County added the flat dollar amounts in the table above to the then existing base rate of pay to establish a higher base rate of pay for the employees described in this section who obtained an Advanced Certificate and/or a Supervisory Certificate, or a higher POST certificate, or a master's

1 degree. Once the new higher base rate of pay was established, the County established
2 a new POST Pay of two percent. Effective January 16, 2021, the County shall establish
3 a new POST Pay of three percent. The initial granting of this POST increase to three
4 percent is subject to the discretion of the Chief Executive Officer based on the availability
5 of financial resources. Effective January 29, 2022, the County shall establish a new
6 POST Pay of four percent. Effective January 28, 2023, the County shall establish a new
7 POST Pay of five percent. Effective January 27, 2024, the County shall establish a new
8 POST Pay of six percent. Effective January 25, 2025, the County shall establish a new
9 POST Pay of seven percent.

10 (C) Effective July 18, 2020, the County shall establish a new
11 POST base pay for employees who obtain a Management POST Certificate. This POST
12 base pay shall be approximately \$1.79 per hour above POST base pay effective July 18,
13 2020, for a Supervisory Certificate or a master's degree.

14 (D) Effective November 29, 2025, the County shall establish a
15 new POST base pay for employees who obtain an Executive POST Certificate. This
16 POST base pay shall be approximately \$1.79 per hour above POST base pay for a
17 Management POST Certificate.

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

24 (t) Dependent Care Assistance Plan. The purpose of this Section 125
25 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an
26 election to pay for certain dependent care expenses with salary reduction from
27 compensation contributed to the plan before federal income or social security taxes are
28 paid to the IRS ("Salary Reduction") in accordance with Internal Revenue Code sections

1 125 and 129 and regulations issued pursuant thereto. The DCAP shall be construed to
2 comply with said code sections and to meet the requirements of any other applicable
3 provisions of law. The DCAP will be administered by Human Resources in accordance
4 with the DCAP plan document and applicable law.

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

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

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

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

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

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

1 level position; and

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

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

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

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

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

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

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

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

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

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

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

27 Those serving in unclassified positions do not have civil service appeal
28 rights as they serve at the pleasure of the appointing authority. Positions in the Exempt

1 Group shall not have rights to the classification appeal procedures under the Personnel
2 Rules.

3 (w) Reemployment.

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

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

25 (3) A regular employee who has separated County employment, and
26 who is subsequently rehired to a regular position in another job family within a 90 calendar
27 day period, must begin the first day of work within 90 calendar days and beginning the
28 first day of work by the ninety-first day, may receive restoration of salary step (in the

1 instance of rehire in a classification at the same pay range as the position originally held),
2 vacation accrual rate, sick leave and retirement contribution rate in the same manner as
3 described above. The employee shall be required to serve a new probationary period,
4 unless waived by the Director of Human Resources. The employee shall be provided a
5 new date of hire for purposes of County seniority.

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

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

14 (x) Recruitment and Referral Bonus Programs.

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

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

27 (3) Recruitment Bonus. An employee hired into a regular
28 position/classification certified for participation in this program shall be eligible to receive

1 recruitment bonuses in accordance with the following:

2 (A) Bonus Amount and Method of Payment.

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

8 (II) The eligible employee hired into a position/
9 classification in Benefit Group B or Benefit Group C, not covered by Subsection
10 13.0613(x)(3)(A)(I), shall receive \$1,500.00 upon hire and an additional \$1,500.00 upon
11 completion of 2,080 service hours in the position/classification for which the original bonus
12 was granted.

13 (III) The eligible employee hired into a position/
14 classification in Benefit Group D shall receive no less than \$500.00 and no more than
15 \$1,000.00 upon hire and an additional \$1,000 upon completion of 2,080 service hours in
16 the position/classification for which the original bonus was granted.

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

19 (B) Limitations and Exclusions.

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

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

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

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

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

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

16 (C) Limitations and Exclusions.

17 (I) No bonus will be paid for any candidate whose name
18 was placed on the eligible list for positions in the classification prior to the beginning date
19 certified by the Director of Human Resources for that classification to be eligible for
20 participation in the referral bonus program. Similarly, no bonus will be paid for any
21 candidate whose name was placed on the eligible list for positions in the classification
22 after the ending date certified by the Director of Human Resources for that classification
23 to be eligible for participation in the referral bonus program.

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

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

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

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

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

9 (y) County Counsel Legal Service Classification.

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

12 (2) Service. The term "service" means service which the appointing
13 authority finds to be good or superior in work performance and conduct.

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

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

23 (5) Deputy County Counsel II. After a period of 1,040 hours of service
24 and a satisfactory rating in the Deputy County Counsel II classification, an attorney shall
25 be advanced one step increment. After an additional period of 1,040 hours of service and
26 a satisfactory rating, the Deputy County Counsel II shall be promoted to a Deputy County
27 Counsel III classification, or the Deputy County Counsel II shall be terminated if it is found
28 that such promotion is not merited. An attorney hired as a Deputy County Counsel II at

1 some step other than step 1 because of experience, ability, or needs of the County may,
2 after 1,040 hours of service and a satisfactory rating, be promoted to a Deputy County
3 Counsel III classification upon the recommendation of the appointing authority.

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

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

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

23 (9) Deputy County Counsel V. A Deputy County Counsel IV at the top
24 step of the Deputy County Counsel IV level may be promoted to a Deputy County Counsel
25 V. Eligibility for promotion to Deputy County Counsel V shall be pursuant to criteria
26 approved by the appointing authority. Employees promoted to Deputy County Counsel
27 V shall not obtain regular status as a Deputy County Counsel V as such employee shall
28 serve in a probationary status for the duration of the appointment as a Deputy County

1 Counsel V and may be removed from a Deputy County Counsel V classification by the
2 appointing authority at any time without any right to review or appeal. Additionally, there
3 shall be an annual review by the appointing authority of the performance of each Deputy
4 County Counsel V, and it shall be discretionary with the appointing authority whether to
5 continue each employee's Deputy County Counsel V status. An employee who is
6 removed as a Deputy County Counsel V shall be returned to Deputy County Counsel IV
7 status.

8 (10) Exceptional Service Compensation. An additional two range
9 increase or an additional four range increase in salary may be paid to attorneys in the
10 classifications of Deputy County Counsel I - V for outstanding ability or work. The range
11 increase shall be effective for a period not to exceed 2,080 hours if such increase is: (1)
12 jointly recommended by the appointing authority and the Chief Executive Officer or his/her
13 designee. Exceptional Service Compensation may be renewed for subsequent periods
14 of 2080 hours, and is subject to termination at any time without the right to review or
15 appeal.

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

19 (z) Bilingual Compensation. Upon the approval of the Director of Human
20 Resources or designee, employees in the classifications listed below required by the
21 appointing authority or designee to perform bilingual translation involving the use of
22 English and a second language (including American Sign Language) as a condition of
23 employment, shall be eligible for bilingual compensation in the amount of \$45.00 per pay
24 period. Such compensation shall apply regardless of the total time required per day for
25 such translation. Such employees must be certified as competent in translation skills by
26 Human Resources to be eligible for compensation. The following classifications are
27 eligible for Bilingual Compensation:

- 28 • Human Resources Assistant

- 1 • Human Resources Specialist
- 2 • Human Resources Technician
- 3 • Executive Administrative Assistant I
- 4 • Executive Administrative Assistant II
- 5 • Secretary, Civil Service Commission

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

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

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

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

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

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

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

1 leave within the calendar year shall result in forfeiture of the same. Perfect attendance
2 leave may not be cashed out.

3 (gg) Healthy Lifestyles Program. The healthy lifestyle program is available to
4 employees in the Exempt Group. Under this program, Exempt Group employees are
5 eligible for reimbursement for health club or fitness memberships up to \$324.00 on an
6 annual basis.

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

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

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

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

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

27 Pursuant to applicable law, Tier 2 retirement system members are eligible
28 for a reduced service credit amount for the pay period in which VTO was used and the

1 employer contribution would be based on the employees' actual earnings for that pay
2 period.

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

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

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

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

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

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

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

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

1 on total hours of completed continuous service with the County. Retention pay shall be
2 paid on all paid hours up to an employee's standard hours and shall not be considered
3 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%

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

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

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

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

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

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

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

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

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

11 (oo) Probation Retention Pay. The Chief Probation Officer, Assistant Chief
12 Probation Officer and Deputy Chief Probation Officers who fall within the definition of
13 "safety member" under Government Code section 31469.4 and have completed 15 or
14 more years of continuous completed service hours in a regular position shall receive
15 Probation Retention pay above their base rate of pay, as indicated below, based on the
16 total hours of continuous completed service in a regular position with the County.
17 Probation Retention pay shall be paid on all paid hours up to an employee's standard
18 hours and shall be excluded when determining the appropriate rate of pay for promotion
19 or demotion. Employees who qualify for Probation Retention pay shall begin to receive
20 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%

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

26 (pp) Captains who are released from active duty but are required by the Sheriff's
27 Department or District Attorney to provide notice where they can be reached and to be
28 able to return to active duty when required by the department shall be assigned to

1 administrative duty. While on administrative duty, an employee shall be free to use the
2 time for his or her own purposes.

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

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

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

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

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

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

11 (ss) Modified Benefit Option (MBO).

12 (1) General Provisions.

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

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

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

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

24 (2) Modified Benefit Option Wage Differential.

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

28 (B) The wage differential shall be considered as part of the base

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

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

$$13 \quad 80 \text{ hours} \times (\$70.00 \text{ per hour} \times 1.04 \text{ MBO Wage Differential}) = \$5,824$$

14 base bi-weekly salary for purposes of County contribution to the RMT

$$15 \quad \$5,824 \times 3.75\% \text{ Contribution Rate} = \$218.40$$

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

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

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

25 (B) Medical Premium Subsidy (MPS).

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

28

1 Effective July 15, 2023, the MPS amounts for employees who
2 select the MBO shall increase to the following amounts per
3 pay period:

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

4
5
6
7 Effective February 10, 2024 through July 11, 2026, the MPS
8 amounts for employees enrolled in the MBO will be based on
9 a percent of the MPS amounts for the Traditional Benefit
10 Option (i.e., 71% Employee Only; 82% Employee + 1; 82%
11 Employee + 2).

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

17 (4) Paid Time Off (PTO).

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

24 (B) Accumulation. Employees who select the MBO shall accrue
25 PTO each pay period as provided in the chart below and shall be eligible for prior service
26 credit in accordance with Subsection 13.0613(g)(2)(D). Employees who have standard
27 hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata
28 basis; provided, however, that the maximum combined vacation and PTO accrual that

1 may be carried over to future calendar years shall not be prorated. PTO shall be available
 2 for use on the first day following the pay period in which it is earned.

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

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

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

1 maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance
2 with Subsection 13.0613(ss)(4)(E)(II). For example, if an employee with a maximum
3 combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation
4 maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680
5 hours, 94 PTO hours shall be automatically cashed out in accordance with Subsection
6 13.0613(ss)(4)(E)(II).

7 (C) Administration.

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

11 (II) PTO for Sick Leave Purposes. When PTO has been
12 requested for sick leave purposes, PTO shall be administered according to Subsection
13 13.0613(g)(1)(D).

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

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

20 (E) PTO Cash-Out.

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

28 Option 1. Future Accruals. An employee must make an

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

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

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

13 (F) Accrual Carryover Following Benefit Change.

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

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

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

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

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

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

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

1 vacation and PTO balance that may be carried over.

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

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

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