SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT

SAN BERNARDINO COUNTY
SPECIAL DISTRICTS DEPARTMENT

2011

EXEMPT COMPENSATION PLAN

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SAN BERNADINO COUNTY FIRE PROTECTION DISTRICT
EXEMPT COMPENSATION PLAN

ARTICLE 1: INTRODUCTION

Consistent with applicable laws, the following sections represent the salary and benefit program, established by the Board of Supervisors for Exempt employees included in the San Bernardino County Fire Protection District (hereinafter referred to as County Fire), the Board-Governed Special Districts County Service Areas and their Improvement Zones (hereinafter referred to as "Special Districts). The Exempt Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between County Fire/Special Districts and any employee or group of employees. The ***Personnel Rules for Board-Governed Special Districts/County Fire*** also apply to Special Districts/County Fire Exempt employees unless specifically excluded within rule provisions.

ARTICLE 2: BENEFITS

Section 1: Benefit Plan Contribution

A. Employees in a regular position scheduled and paid for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (B), below. Employees must be paid for at lest one-half plus one hour of their scheduled hours in order to receive the benefits of the Section. For instance, an employee scheduled to work 80 hours per pay period must be paid at least 41 hours to be eligible for the benefits of this Section.

B. Except as provided in Section 3 (Health and Dental Plan Coverage), the biweekly amount of the Special Districts/County Fire provided Benefit Plan for employees who participate in County sponsored health plan coverage will be as follows:

Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
$115	$230

C. Under no circumstances will the monetary value of the Benefit Plan be prorated.

D. Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than the required number of hours designated in (A) will continue to receive the benefits of this section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Worker's Compensation claim shall receive up to an additional fourteen (14) pay periods of Flexible Benefit Plan contributions while off work due to that work injury, provided that no employee shall receive more than a total of twenty (20) pay periods of Flexible Benefit Plan contributions while on an approved medical leave of absence. Additional illness or injury shall not be considered an additional, distinct episode for purposes of obtaining additional Flexible Benefit Plan contributions. For a medical leave of absence due to an illness or injury to be considered a new episode of illness or injury, the employee must have returned to his/her regularly scheduled tour of duty.

E. Employees may elect to integrate their paid leave time with Short Term Disability (STD). Employees who are integrating paid leave time with STD shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of at least one-half plus one of their scheduled hours shall receive the benefits of this Article. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Section unless on a medical leave or a Family Medical Leave Act eligible leave.

F. If an employee is on an approved medical leave of absence but does not have sufficient Flexible Benefit Plan dollars to cover his/her medical and/or dental premiums, the County will collect the employee's Flexible Benefit Plan dollars to the extent possible to cover the employee's medical and/or dental premiums without causing a negative pay warrant. Any remaining balances owed by the employee would be billed to the employee, or collected from the employee's pay warrant once he/she returns to work.

G. Effective June 18, 2011, the Benefit Plan amounts specified above shall be reduced to zero, and an equivalent amount shall be added to the Medical Premium Subsidy provided in Section 3.

Section 2: Section 125 Premium Conversion Plan

A. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Exempt employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

B. Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

C. To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.

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

E. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and consistent with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, overage dependent, loss of student status, you, your spouse's, or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for employee or employee's dependent, significant increase in County insurance cost during the plan year, loss of Medical or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or designee, will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

Section 3: Medical and Dental Subsidies

A. Special Districts/County Fire will establish a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS shall be applied to health insurance premiums and then to dental plan premiums. The applicable MPS amount shall be paid directly to the providers of County sponsored health plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

In no case, shall the MPS exceed the total cost of the health and dental insurance premium for the coverage selected.

B. Effective July 17, 2010, Special District/County Fire will establish a MPS, if applicable, in the following amounts:

	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only	0	0
Employee + 1	$ 61.12	$122.23
Employee + 2	$126.32	$252.64

C. Effective June 18, 2011, Special District/County Fire will establish a MPS, if applicable, in the following amounts:

	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only	$115.00	$230.00
Employee + 1	$176.12	$352.23
Employee + 2	$241.32	$482.64

E. Special District/County Fire has established a Dental Premium Subsidy (DPS) for all employees whose premium costs for health and dental exceeds the Medical Premium Subsidy in an amount up to nine dollars forty-six cents ($9.46), but not to exceed the combined total of the employee's out-of-pocket costs. For example, an employee who selects "employee only" coverage for health and dental with a combined per pay period premium cost of two-hundred and thirty-four dollars ($234.00) will receive a DPS in the amount of four dollars ($4.00) per pay period.

Section 4: Health and Dental Insurance

A. All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by Special Districts/County Fire. Employees who fail to elect health and dental plan coverage will be automatically enrolled in the health and dental plan with the lowest biweekly premium rates available in the geographical location of the employee's primary residence.

B. To be eligible for Special Districts/County Fire health and dental plan coverage, an employee must be in a regular position scheduled for a minimum of 40 hours and have received pay for at least one half plus one hour of scheduled hours or be on an approved leave pursuant to the Family Medical Leave Act (FMLA). Employees on an approved Worker's Compensation claim shall receive Benefit Plan contributions for up to twenty (20) pay periods while off due to that injury. However, after the sixth pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.

C. Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee becomes ineligible for an HMO network service area.

D. Eligible employees may elect to enroll dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.

E. Notification of a mid-year qualifying event must be submitted to the County's Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County's Human Resources Employee Benefits and Services Division within sixty (60) days of dependent's change in eligibility for the Special Districts/County Fire sponsored plans.

F. Dependent(s) must be removed mid-plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or gain of coverage on spouse's or domestic partner's employer-provided insurance, or termination of domestic partnership.

G. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or their dependents.

H. Employees eligible for health plan coverage who are also enrolled in a comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with Special Districts/County Fire or the County may elect to discontinue enrollment in Special Districts/County Fire sponsored health plan (opt-out or waive).

1. Employees who, prior to July 9, 2005, elected to opt-out of Special Districts/County Fire sponsored health plan coverage and continue to opt-out will forfeit the biweekly Benefit Plan amounts specified in section (1) (A) of this Article and will instead receive the following biweekly Benefit Plan amount: Employees scheduled for 61 to 80 hours per pay period shall receive one hundred sixty-one dollars and fifty-four cents ($161.54) per pay period. Employees scheduled for 40 to 60 hours per pay period shall receive eighty dollars and seventy-seven cents ($80.77) per pay period. To receive this Benefit Plan amount under this subsection, employees must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work 80 hours must be paid for a minimum of 41 hours.

2. Employees scheduled to work 61 to 80 hours who, prior to July 9, 2005, elected to waive health plan coverage to a spouse or domestic partner employed by Special Districts/County Fire or the County and continue to waive will receive two-hundred thirty dollars ($230.00) per pay period; employees scheduled for 40 to 60 hours per pay period who waive shall receive one-hundred fifteen dollars ($115.00) per pay period.

3. New "opt-outs" or "waives" (i.e., employees hired after July 1, 2005 or current employees who opt-out or waive effective July 9, 2005 and any time thereafter) scheduled for 61 to 80 hours per pay period will receive forty dollars ($40.00) per pay period; new opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars ($20.00) per pay period.

I. Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in the Special Districts/County Fire sponsored dental plan.

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

1. Employees may elect to opt-out of Special Districts/County Fire health and/or dental plan(s) within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that opt-out is elected.

2. Employees may elect to opt-out of Special Districts/County Fire health and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during open enroll must provide verification of other group plan coverage.

3. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a Special Districts/County Fire sponsored health plan within sixty (60) calendar days. Enrollment in the Special Districts/County Fire sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

4. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a Special Districts/County Fire health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify Special Districts/County Fire of loss of group coverage within sixty (60) calendar days will require the employee to pay insurance premiums retroactively on an after-tax basis.

K. An eligible employee whose spouse or domestic partner is also an eligible Special Districts/County Fire or a County employee may elect coverage as a dependent on his or her spouse's, domestic partner's, or, if the employee is age eighteen (18) or younger, on parent's Special Districts/County Fire or County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to Special Districts/County Fire or County spouse's domestic partner's, or parents Special Districts/County Fire or County insurance coverage. Such election must be made within sixty (60) calendar days of the employee's, Special Districts/County Fire or County parent's or the Special Districts/County Fire or County spouse's or domestic partner's eligibility for Special Districts/County Fire or County health and dental insurance. During the Plan Year, an employee is responsible for notifying Special Districts/County Fire within sixty (60) days of ineligibility for the waiver; for example, the dependent child turns nineteen (19) or the spouse or domestic partner leaves Special Districts/County Fire or County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse's, domestic partner's or parent's Special Districts/County Fire or County plan coverage will require the employee to immediately enroll in the Special Districts/County Fire's health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.

L. For employees assigned to work in the Needles, Trona, Baker and Ridgecrest work locations, Special Districts/County Fire will establish a "Needles Subsidy." The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the County. This Subsidy will be established each year when premiums change for the County-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

M. Premiums for coverage will be automatically deducted from the employee's pay warrant. Under no circumstances will insurance premiums be prorated.

Section 5: Contributions to Salary Savings Plan

A.. Biweekly contributions of Exempt employees in retirement Group C to the County's Section 401(k) Salary Savings Plan up to three percent (3%) of an employee's biweekly base salary will be matched by a Special Districts/County Fire contribution on the basis of two (2) times the employee's contribution. The Special Districts/County Fire contribution shall not exceed six percent (6%) of an employee's biweekly base salary. Biweekly contributions of exempt employees in Groups A and B to the County's 401(k) Salary Savings Plan up to four percent (4%) of an employee's biweekly base salary will be matched by a Special Districts/County Fire contribution on the basis of two times the employee's contribution. The Special Districts/County Fire contribution shall not exceed eight percent (8%) of an employee's biweekly base salary.

B. Biweekly contributions of Exempt Group A employees to the County's Section 457 Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a Special Districts/County Fire contribution on the basis of one times the employee's contribution. Biweekly contributions of Exempt Group B and C employees to the County's Section 457 Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a Special Districts/County Fire contribution on the basis of one-half times the employee's contribution. The Special Districts/County Fire contribution shall not exceed one-half percent (½%) of the employee's biweekly base salary.

Section 6: Dependent Care Assistance Plan (DCAP)

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 (IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by County's Human Resources Division Chief, Employee Benefits & Services consistent with said IRC Section, and consistent with the Plan Document for DCAP as approved by the Board of Supervisors from time to time.

Section 7: Flexible Spending Account (FSA) for Health Related Expenses

A. The District has established a Flexible Spending Account (FSA) for Exempt Group employees in regular positions who are regularly scheduled to work forty (40) hours or more a pay period and be paid for a minimum of one-half plus one of the scheduled hours, be on an approved leave designated as Family Medical Leave Act or on an approved military leave. The Health Expense FSA is established in accordance with the provisions of Section 125 of the Internal Revenue Code (IRC). The Human Resources Division Chief, Employee Benefits and Services, will serve as the Plan's Administrator. The Health Expense FSA Plan Year will coincide with the County's Benefit Plan Year.

B. Employees who choose to participate in the Health Expense FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator. Eligible employees will be notified of these procedures at least sixty (60) days prior to the beginning of each plan year.

C. Effective July 23, 2005, eligible employees may contribute, on a pre-tax basis, a minimum of ten dollars ($10.00) and a maximum of one-hundred dollars ($100.00) per biweekly pay period to a flexible spending account. Special Districts/County Fire will contribute up to forty dollars ($40.00) per biweekly pay period matching employee contributions dollar for dollar, up to forty dollars ($40.00) each biweekly pay period.

D. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan year (until on or about June 30) unless they incur an eligible family status change as defined in Section 125 of the IRC. Section 125 also requires that any amounts remaining in an employee's account at the end of the Plan year must be forfeited.

E. Contributions made to the Health Expense FSA may be used for receiving non-taxable reimbursements of eligible medical and dental expenses not covered by insurance. Eligible reimbursable expenses are those medical and dental expenses that qualify as medical expenses under the Internal Revenue Code section 213.

Section 8: Perfect Attendance

Employees in regular, full-time positions in Exempt Groups B and C who do not utilize any sick leave in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay or absent without pay during that year, shall accrue sixteen (16) hours of perfect attendance leave for use in the next calendar year. Failure to utilize the perfect attendance leave within the calendar year shall result in forfeiture of the same. Perfect attendance leave may not be cashed out.

Section 9: Healthy Lifestyles Program

The Healthy Lifestyles program is available to Exempt employees. Under this program, Exempt employees are eligible for annual prepaid memberships with Health Clubs that participate in the program, or for

reimbursement for other comparable Health Club membership up to $324.00 on an annual basis. Exempt employees are also eligible for an annual physical examination through the Arrowhead Regional Medical Center.

Section 10: Insurance Programs

A. Term Life Insurance. Subject to carrier requirements, Special Districts/County Fire will pay the premium for a term life insurance policy, the amount of which is based on the eligible employee's scheduled hours. Employees scheduled from 40 to 60 hours per pay period shall receive $25,000 in coverage. An employee scheduled from 61 to 80 hours shall receive $50,000 in coverage. Life Insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is paid for one-half plus one of their scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours.

   In accordance with procedures established by the County's Human Resources Division Chief, Employee Benefits and Services, eligible employees may purchase, through payroll deductions, term life insurance in $10,000 increment amounts to a maximum benefit of $700,000.

B. Variable Universal Life Insurance. Effective upon Board of Supervisors approval, eligible employees may purchase, through payroll deductions, variable universal life insurance. Employees who purchase variable universal life insurance shall be provided a Special Districts/County Fire contribution towards the biweekly premium based on the following table:

   Benefit Group A = 50% of the premium for the one-time annual salary.
   Benefit Group B = 25% of the premium for the one-time annual salary.

C. Accidental Death and Dismemberment Insurance. Employees in the Exempt Group may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction.

D. Psychological Services. Subject to carrier requirements, Special Districts/County Fire will pay the premium for a prepaid psychological services program for employees and their eligible dependents.

E. Long Term Disability Insurance. Special Districts/County Fire will provide Exempt employees with long-term disability insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be those approved by the County's Director of Human Resources or designee.

F. Short-Term Disability Insurance. Special Districts/County Fire will provide an employer paid Short-Term Disability Insurance Plan for Exempt employees. This benefit shall apply to Exempt employees in regular positions who are regularly scheduled to work forty-one (41) or more hours per pay period. The Short-Term Disability Insurance Plan benefit coverage shall be governed by the Plan Document that has been approved and adopted by the Board of Supervisors for Exempt employees. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from Special Districts/County Fire, or after receiving ninety (90) days of benefits at which time the employee would be eligible for long term disability benefits if still medically disabled after ninety (90) days.

G. Vision Care Insurance. Subject to carrier requirements, Special Districts/County Fire will pay the premiums for vision care insurance for employees and their dependents.

   Note: All persons eligible for the foregoing programs of insurance will be covered on the date the insurance becomes effective, or in the case of any employee absent because of illness on the date the insurance becomes effective, the insurance will commence on the date of return to work.

Section 11: Retirement Medical Trust Fund

Effective July 7, 2007, a Retirement Medical Trust Fund was been established for Exempt employees with ten (10) or more years of participation in the San Bernardino County Employees Retirement Association (SBCERA) are eligible to participate in the Trust. , Exempt employees with five (5) or more years of participation in (SBCERA) are eligible to participate in the Trust. The purchase of additional retirement credit shall count as years of participation for determining eligibility in the Retirement Medical Trust. Participation in other public sector retirement systems may also be counted towards the service requirement provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA. Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation that contributions made to the system(s) have not been withdrawn.

The Trust is administered by a Board of Trustees, who manages resources of the Trust and who determines applicable administrative fees for managing the Trust Fund. The Trustees will ensure that payments of qualified medical expenses incurred by retirees or their eligible dependents will be appropriately reimbursed. The Trust will establish individual accounts for each participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for Special Districts/County Fire. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical insurance payments) will also be non-taxable to the retiree's eligible dependent(s).

July 7, 2007, the Special Districts/County Fire will contribute one percent (1%) of an eligible employee's biweekly salary to the Trust. Effective August 2, 2008, Special Districts/County Fire will contribute one and three-quarters percent (1.75%) of the biweekly salary of an eligible employee with ten (10) or more years of participation in SBCERA to the Trust, and Special Districts/County Fire will contribute two and three-quarters percent (2.75%) of the biweekly salary of an eligible employee with sixteen (16) or more years of participation in SBCERA to the Trust. Participation in other public sector retirement systems may also be counted towards the service requirement in the same manner as above.

At separation from Special Districts/County Fire service for reasons other than death or disability retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust at a rate of seventy-five percent (75%) of the cash value of the employee's unused sick leave hours, up to a maximum of fourteen hundred (1,400) hours.

Employees retiring from Special Districts/County Fire with a disability retirement are not eligible to contribute the cash value of their unused sick leave balances to the Trust. Those employees will be compensated for their unused sick leave pursuant to the Sick Leave Conversion Plan.

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

Section 12: Retirement System Contributions

A. For the purpose of this section, Special Districts/County Fire Exempt employees shall be divided into the following groups:

1. Group A
   Assistant Fire Chief
   Communications Director
   Deputy Fire Chief
   Deputy Director, Special Districts Department
   Deputy Fire Marshal, Community Safety
   Deputy Fire Marshal, Hazardous Materials
   Director of Special Districts

Division Chief, Fire
Division Chief, Training
Division Manager, Emergency Services
Division Manager, Engineering
Division Manager, Fiscal Services
Division Manager, Information Services
Division Manager, Service Center
Fire Chief
Fire Marshal

2. Group B.
Assistant Office of Emergency Services Division Manager
Battalion Chief
Budget Officer
Business Operations Manager
General Manager
Regional Manager
Wastewater Operations Manager
Water Operations Manager

3. Group C.
Assistant Regional Manager
Executive Assistant
Human Resources Analyst I
Management Analyst

B. Special Districts/County Fire Contributions.

1. For all employees, Special Districts/County Fire will pick up a portion of the employee's required contribution to the San Bernardino County Employee's Retirement Association (SBCERA) in the amount of seven percent (7%) of the employee's earnable compensation as defined in the SBCERA bylaws.

2. Effective August 2, 2008, Exempt employees shall receive the following supplemental amounts biweekly to be applied under this Section:

   a. Group A employees – two-hundred, thirty-six dollars and forty-one cents ($236.41) per biweekly pay period;

   b. Group B employees – one-hundred, fifty-two dollars and seventeen cents ($152.17) per biweekly pay period;

   c. Group C employees – ninety-four dollars and sixty-seven cents ($94.67) per biweekly pay period.

   The supplemental amounts designated in this subsection shall be automatically increased in the future in the same percentage amounts as salaries are increased from time to time for all members of the Exempt Group.

3. Effective June 18, 2011, the Special District/County Fire seven percent (7%) pick up of a portion of the employee's required contribution to SBCERA shall be discontinued, and the supplemental amounts provided in Section B (2), above, shall be the only employee contribution pick up.

4. The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pick up as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the

actuarial value of that dollar to the retirement Association as determined by the Board of Retirement, and the employee may not withdraw this contribution from the Retirement Association.

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

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Section shall continue to have contributions under this Section applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

5. Any dollars which are remaining after all Retirement System obligations are fully satisfied shall be paid to the employee in taxable cash.

C. Remaining Employee Contributions. Any employee retirement system contribution obligations, which are not paid by the application of Section (B) above, shall be "picked up" for tax purposes only pursuant to this section. The Auditor/Controller-Recorder shall implement the pickup of such retirement system contributions under Internal Revenue Code Section 414(h)(2) effective with the earnings paid and contributions made on and after the effective date of August 12, 1989.

Special Districts/County Fire shall make member contributions under this section on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this section shall be recouped through offsets against the salary of each employee for whom Special Districts/County Fire picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by Special Districts/County Fire under this section shall be treated as compensation paid to Special Districts/County Fire employees for all other purposes. Special Districts/County Fire paid employer contributions to the County's Retirement System under this section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Until retirement or separation, all contributions picked up under this section will be considered for tax purposes as employer-paid contributions. Contributions under this section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section (B) above.

D. Special Provisions.

1. Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board as well as the monthly dollar amount allocation to their group under Section (B) above. This paragraph shall be effective through June 17, 2011.

2. Except as provided below, effective June 18, 2011, employees who have thirty (30) years of service credit shall not be paid in cash the 7% of earnable compensation. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's

employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

3. Employees who are over age sixty (60) at time of hire, and who are in a regular position, and who choose not to be a member of the Retirement Association, shall be enrolled in the County's 401(k) Salary Savings Plan. Special Districts/County Fire shall pay the applicable percent of the employee's biweekly salary as defined in Section 5 of this Article to the Plan, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. As these employees are not participating in the Retirement Association, they shall not be eligible for the Special Districts/County Fire pickup of seven percent (7%) of earnable compensation. Exception: Those employees hired prior to July 1, 1996, and who have been receiving the seven percent (7%) pickup shall continue to receive the pickup as long as they remain an eligible Exempt Group employee. Eligible employees who waive participation in the County's Retirement System shall be eligible to receive the biweekly amounts applied under section (B) above for their group of employees.

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

Section 13: Retirement Formula 3% at 50

A. Special Provisions for Exempt Safety Employees. The following subsection shall apply to all members of the Exempt Group who are safety members of the San Bernardino County Employees Retirement Association (SBCERA), as defined in Government Code section 31469.3:

1. Effective October 1, 2003, Special Districts/County Fire shall adopt a resolution making Government Code section 31664.1 applicable to safety members of the SBCERA. Special Districts/County Fire shall also adopt a resolution pursuant to Government Code section 31678.2, applying the formula set forth in Government Code section 31664.1 applicable to all prior safety service credit for every eligible employee under this subsection.

2. Effective October 1, 2003, employees eligible under this subsection shall be required to pay an additional 2.5% of compensation earnable each pay period into the retirement system, above and beyond the employee contribution rates established by the Board of Retirement.

Section 14: Exempt Group Working Conditions

A. Benefit Reductions. Special Districts/County fire recognizes that this Compensation Plan implements reduction or elimination of certain items of compensation and benefits for members of the Exempt Group. It is the intent of Special Districts/County Fire to reduce or eliminate the same items of compensation and benefits for all bargaining units of the County, County Fire, or any Board-governed Special Districts, at such time the Memorandum of Understanding for each of those bargaining units expires.

Items of compensation or benefits covered by this subsection are the following: 1) Reduction of step increase increments from approximately five percent (5%) to approximately two and one-half percent (2.5%) for all current and newly-hired employees; 2) Elimination of the seven percent (7%) employer pick-up of the employee's share of retirement system contributions (not including supplemental contribution amounts contributed on behalf of Exempt employees); and 3) Conversion of Benefit Plan payments to Medical Premium Subsidy payments and establishing fixed dollar caps at current levels for all Medical Premium Subsidy payments.

If any represented bargaining unit does not agree to reduce or eliminate any items of compensation or benefits not reduced or eliminated by that bargaining unit shall automatically be restored retroactively for members of the Exempt group unless the Governing Board : 1) Imposes such benefit elimination or

reductions on bargaining units that do not agree after exhaustion of the dispute resolution procedure contained in the applicable Employee Relations Resolution; or 2) Reduces positions and/or budget in the impacted departments by the value of the reductions which would have been obtained if the reductions in compensation would have been applied to the employees in that bargaining unit.

In addition, if any bargaining unit receives a newly negotiated across-the-board enhancement in compensation and/or benefits for all its members, excluding those enhancements for which the County Fire or Board-governed Special Districts is currently already contractually obligated, such enhancement shall also be automatically received by members of the Exempt Group.

ARTICLE 3: COMPENSATION

Section 1: Assignment to Vacant Higher Position

Employees directed to continuously perform duties in a vacant higher level regular position, for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of eighty (80) hours, unless specifically waived by the employee; provided, however:

A. The County's Director of Human Resources or designee certifies to the Appointing Authority, or designee, in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and

B. A written request for a salary rate increase to the higher level is directed to the Appointing Authority for Special Districts/County Fire or designee for approval**;** such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of the Special Districts/County Fire Manager to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee through the Special Districts/County Fire Manager in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the County's Director of Human Resources, or designee. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which no vacant higher level position exists for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by the section on Special Assignment Compensation, or the Personnel Rule on Classification, as appropriate. For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (a) An unoccupied position due to attrition and for which the appointment process has been initiated; (b) a position from which the incumbent is on extended leave of absence; or (c) a new position authorized by the Board of Supervisors for which the appointment process has been initiated.

Section 2: Bilingual Compensation

Upon approval of the County's Director of Human Resources or designee, employees in the category of the Exempt Group required by the Appointing Authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars ($45) per pay period. Such

compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

Section 3: Hazardous Materials Response Team

The Fire Marshal; Deputy Fire Marshall, Hazardous Materials; and Assistant Fire Marshal, Hazardous Materials, shall receive two-hundred, ninety-five dollars ($295) per pay period for participation on the Hazardous Materials Response Team.

Section 4: Major Fire and Disaster Response

Battalion Chiefs, Division Chiefs, the Division Manager, Office of Emergency Services, and the Deputy Fire Marshal, Community Safety, assigned to or covering behind those employees responding to major fire or disaster incidents which exceed twelve (12) hours in duration shall be eligible for additional compensation upon the approval of the Fire Chief. If approved, such compensation shall be paid at straight pay. The Fire Chief may authorize premium overtime to Battalion Chiefs who work beyond their normal hours at major fire or disaster incidents where the time reporting to the incident exceeds twelve (12) hours at the overtime rate of pay. Normally scheduled work hours are not eligible for additional compensation.

Section 5: On Call Duty Compensation

Effective July 1, 2000, "On Call" duty compensation of $400.00 per month will be provided to the following exempt classification groups: Assistant Fire Chief; Assistant Fire Marshal, Community Safety; Deputy Fire Marshal, Community Safety; Deputy Fire Marshal, Hazardous Materials; Deputy Fire Chief; Division Chief; Division Manager Emergency Services; Communications Director; and Fire Chief. This compensation is provided to compensate the classifications listed above for County-wide Duty Coverage, EOC Coverage, or any other after hours work that does not involve returning to the worksite, unless otherwise provided for in this Article. No holiday time may be banked for being "on call" unless the employee actually returns to work for a verifiable emergency, activation or other incident as determined by County Administrative Office. Should an employee be required to return to work on a holiday, holiday time may only be banked for those hours the employees actually were required to work.

Section 6: Additional Compensation – Battalion Chiefs

The Fire Chief may authorize straight time pay to Battalion Chiefs for all hours worked beyond their regular work schedule, to include only hours worked to cover sick leave, vacation, holiday leave, or hours worked to cover behind those Battalion Chiefs who are responding to reimbursable events, or any other circumstances resulting in the extended vacancy of a Battalion Chief position. Battalion Chiefs' attendance at such things as community meetings is considered a regular part of their exempt duties, and thus, non-compensable.

Section 7: River Division Battalion Chief Differential

The Battalion Chief regularly assigned to the River Division shall receive a 5% pay differential above the base rate of pay as provided in Appendix A of this Plan.

Section 8: Pay by Electronic Fund Transfer

All employees must make arrangements for the direct deposit of all paychecks into the financial institution of their choice via electronic fund transfer.

Section 9: Salary Rates and Step Advancements

A. Eligibility for Step Advancement. New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this provision. Variable entrance steps may be established if justified by recruitment needs and the qualifications of the new employee, to the extent they exceed the minimums

of the position to which appointed, through Step 5 with the approval of the Appointing Authority and through Step 11 with the approval of the County's Director of Human Resources or designee.

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

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon two (2) step increments approximately five percent (5%). Effective June 18, 2011, step advancements within a base salary range shall be based upon a one step increment, approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of additional increments of 2080 hours.

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

Section 10: Special Assignment Compensation

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to vacation, short-term illness or other relief, which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by both the Appointing Authority and the County's Director of Human Resources, or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority or designee will determine the amount in increments of one-half percent (½ %) from a minimum of two and one-half percent (2 ½%) up to a maximum of seven and one-half percent (7 ½%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not effect an employee's step advancement in the base range pursuant to the Salary Rates and Step Advancements section.

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

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts and as such there shall be no dual or multiple requests based on the same facts.

ARTICLE 4: EMPLOYMENT PROVISIONS

Section 1: Access to Personnel Records

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

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

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

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

Section 2: Classification

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt position. Whenever positions are subject to any change as a result of classification review, and are allocated within the Special Districts/County Fire Exempt Group, any Board of Supervisors' action shall be made on the recommendation of the Appointing Authority for Special Districts/County Fire. Any request to review a classification action shall be submitted to the County's Director of Human Resources or designee who shall have the final and binding authority in the review process determination. Positions allocated to the Special Districts/County Fire Exempt Group shall not be subject to any classification appeal procedure. Classification adjustments (upgrades and downgrades) are implemented in accordance with the Personnel Rules of the Board Governed Special Districts/County Fire.

Section 3: Classification Adjustments

A. **Upgradings**. An upgrade is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Special Districts/County Fire Personnel Rules, such employee's step placement in the new salary range shall be governed by the section on Promotions.

B. **Downgradings**. A downgrade is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, County's Director of Human Resources or designee, may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

Section 4: Conditions of Employment

Special Districts/County Fire Exempt Group employees serve at the pleasure of the Appointing Authority for Special Districts/County Fire. Should an employee's position be abolished, Special Districts/County Fire will make reasonable efforts to place the employee in a comparable Special Districts/County Fire position based upon the employee's skills, knowledge and abilities, as well as consideration for the employee's length of service with Special Districts/County Fire. If reasonable efforts to place an Exempt employee in a comparable Special Districts/County Fire position are unsuccessful, the employee shall be subject to layoff by written notification by the Appointing Authority, which notification shall be given at least ten (10) working days prior to the effective

date of the layoff. An Exempt employee does not have any bumping rights to other Special Districts/County Fire/County positions, whether previously held or not.

Section 5: Demotions

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

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided that the salary rate does not exceed step 11 of the salary range in accordance with the provisions of the Classification Adjustment Section, with the approval of the Appointing Authority for Special Districts/County Fire and the County's Director of Human Resources or designee.

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

Section 6: Dual Appointments

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the County's Director of Human Resources or designee, to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status.

Section 7: Employment Interview Expenses

For division level and above, the Appointing Authority may approve reimbursement of interview expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

Section 8: Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Appointing Authority for Special Districts/County Fire and such hours may be varied so long as the work requirements and efficient operations of Special Districts/County Fire are assured.

The nature of FLSA Exempt employment for Special Districts/County Fire classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of FLSA Exempt positions are established. In those instances where a position's work extends well beyond the normal hours of employment, the County Administrative Officer may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and pre-scheduled basis. Circumstances for such compensation would include implementation of the intent of a Board of Supervisors approved program or emergency response.

Section 9: Job Share

Special Districts/County Fire will make reasonable accommodation for employees who express a request in writing to share their positions with other qualified employees or eligible persons. Jobs may be shared on an hourly or daily basis, with benefits provided by Special Districts/County Fire prorated to the extent practicable.

Section 10: Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase, whichever is greater; provided that no employee is thereby advanced in step nor advanced above the 11 (or final) step of the higher base salary range. At the discretion of the Appointing Authority for Special Districts/County Fire and with the approval of the County's Director of Human Resources or designee, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the County's Director of Human Resources or designee.

Section 11: Recruitment Bonus Program

A. General. Special Districts/County Fire shall make available to Appointing Authorities Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in the Exempt Group, in accordance with the guidelines established herein.

B. Program Applicability. The Appointing Authority may request authorization to apply the Recruitment and/or Referral Incentive Program(s) to assist in filling regular positions in Special Districts/County Fire. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The County's Director of Human Resources or designee shall have the sole authority to determine the applicability and duration of these Program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, Special Districts/County Fire, and beginning and ending dates. Such determinations shall not be subject to any review or appeal.

C. Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:

1. Bonus Amount and Method of Payment. The eligible employee hired into a position/classification certified for participation in the Program shall receive five hundred dollars ($500.00) upon hire. An additional one thousand dollars ($1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

2. Limitations and Exclusions.

    a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by the County's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the County's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program.

    b. The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

    c. The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.

D. Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

1. Method of Referral. To be eligible for the recruitment bonus, the Special Districts/County Fire Application for Employment form must contain the name of the referring employee on the application.

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

3. Limitation and Exclusions.

    a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the County's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the County's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program.

    b. Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.

    c. In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

    d. In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars ($500) shall not be paid.

    e. The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

    f. The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.

Section 12: Recruitment Moving Allowance

A. The Appointing Authority may approve moving expenses up to but not exceeding three thousand dollars ($3,000) for division level and above employees new to Special Districts/County Fire employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

B. The County Administrative Officer may approve moving expenses up to, but not exceeding, five thousand dollars ($5,000) for any employees new to Special Districts/County Fire employment for whom the County Administrative Officer or the Board of Supervisors is the Appointing Authority or any Department Head. Reimbursement of moving expenses in excess of five thousand dollars ($5,000) must be approved by the Board of Supervisors.

For all employees not covered by A or B above, the following provision applies:

C. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the Appointing Authority, the Manager of the Human Resources

Division may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with Special Districts/County Fire as follows:

Miles Relocated	Maximum Reimbursement
500-1000 Miles	$1,000.00
1001-2000 Miles	$2,000.00
More than 2000 Miles	$2,500.00

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

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

Section 13: Reemployment

A. A regular employee who has terminated Special Districts/County Fire employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Leave Provisions subsection and the Retirement Plan contribution rate provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the Appointing Authority and the County's Director of Human Resources or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of Special Districts/County Fire seniority.

B. A regular employee who has terminated Special Districts/County Fire employment and who is subsequently rehired to a regular position in the same job family within one year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of Special Districts/County Fire seniority.

C. A regular employee who has terminated Special Districts/County Fire employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) day calendar day period, must begin the first day of work within ninety (90) calendar days may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of Special Districts/County Fire seniority.

Section 14: Reemployment from Layoff

A regular employee who has been laid off from Special Districts/County Fire employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

For purposes of this section, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of Special Districts/County Fire employment.

Section 15: Relocation

Employees who are required by order of the Appointing Authority for Special Districts/County Fire to change their principal place of residence because of a reassignment to meet the needs of the service or because of a layoff, will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars ($400.00) reimbursement toward the actual cost of relocating their personal furnishings and belongings.

Section 16: Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows:

The employee shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Salary Rates and Step Advancements article.

Section 17: Unclassified Service

Exempt positions serve in the Unclassified Service. These positions have no appeal rights as they serve at the pleasure of the Appointing Authority.

ARTICLE 5: EXPENSE REIMBURSEMENT

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

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

B. Responsibilities. It shall be the responsibility of each Appointing Authority for Special Districts/County Fire or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority for Special Districts/County Fire or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the Appointing Authority for Special Districts/County Fire.

C. Travel Authorization.

1. All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.

2. Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

3. The Appointing Authority for Special Districts/County Fire or designee shall initiate Travel Requests. The County Administrative Officer and Auditor/Controller-Recorder shall be notified in writing of all such designees.

4. The Appointing Authority for Special Districts/County Fire or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

D. Authorization for Attendance at Meetings.

1. The Appointing Authority for Special Districts/County Fire may authorize attendance at meetings at Special Districts/County Fire expense when the program material is directly related to an important phase of Special Districts/County Fire service and holds promise of benefit to the Special Districts/County Fire as a result of such attendance.

2. Authorization for attendance at meetings without expense reimbursement, but on Special Districts/County Fire time, may be granted when the employee is engaged on the Special Districts/County Fire's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the Special Districts/County Fire.

E. Records and Reimbursements.

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

2. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

   a. Subsistence, except as otherwise provided in this section.

   b. Private mileage.

   c. Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.

   d. Telephone and fax charges.

   e. Other authorized expenses of less than one dollar ($1.00).

3. Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

4. Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.

5. Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

F. Transportation Modes.

The general rule for selection of a mode of transportation is that mode which represents the lowest expense to Special Districts/County Fire.

1. Travel via private automobile.

   a. Reimbursement for use of privately owned automobiles to conduct Special Districts/County Fire business shall be at the IRS allowable rate at the time the mileage was incurred.

      Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation related costs. Special Districts/County Fire does not provide any insurance for private automobiles used on Special Districts/County Fire business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on Special Districts/County Fire business.

   b. When employees, traveling on official Special Districts/County Fire business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

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

2. Travel via rental vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the Appointing Authority. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for Special Districts/County Fire business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

3. Travel via air. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate, including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or Appointing Authority for Special Districts/County Fire.

4. Car Allowance.

   Effective August 2, 2008, all Special District/County Fire employees in Exempt benefit group A shall receive a biweekly automobile allowance in the amount of $561.54 with no mileage reimbursement, provided they are not assigned a Special Districts/County Fire vehicle and they provide a private vehicle for their own use on Special Districts/County Fire. Employees selecting this allowance shall be required to have a vehicle available at all times for use on Special Districts/County Fire business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

5. Portable Communication Device Allowance

   Effective July 7, 2007 all Special District/County Fire employees in Exempt benefit group A shall receive a biweekly portable communication device allowance in the amount of ninety-two dollars and thirty-one cents ($92.31), if the following conditions are met:

1. The employee shall purchase a portable communication device capable of sending and receiving cellular telephone calls, and if approved by the appointing authority, capable of sending and receiving e-mails to and from Special District/County Fire's e-mail systems.

2. Any portable communication device to be utilized for sending and receiving e-mail shall be selected from a list as approved by the County's Information Services Department or by CONFIRE, which will be limited to devices utilizing Windows Mobile 5 or greater.

3. An employee may purchase a device currently in use at a cost to be determined by the County's Information Services Department or CONFIRE.

4. Special District/County Fire shall pay for any license and set up expense for the device, if any, and the employee shall pay for the equipment and monthly voice mail and data plans.

G. Subsistence.

1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Appointing Authority for Special Districts/County Fire or designee as necessary for the purpose of conducting Special Districts/County Fire business. Excess charges greater than the allowances listed below in paragraph (2) and (3) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles, and San Diego). Claims for lodging and meals, which do not exceed the allowances listed below, do not require receipts.

2. The allowance for lodging is seventy-five dollars ($75) plus tax, per night, single.

3. The allowance for meals is fifty dollars ($50) plus tax and gratuity per day, for three (3) meals, or when separate meals are claimed, eleven dollars ($11) for breakfast; fifteen dollars ($15) for lunch; and twenty-four dollars ($24) for dinner, all plus tax and gratuity.

4. Meal allowances for a business meeting/conference, including meals, are the actual cost.

H. Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is fifty dollars ($50.00).

I. Special Districts/County Fire Credit/Debit Cards. The Appointing Authority may issue a Special Districts/County Fire credit or debit card to an employee and require business expenses be paid for with said card. If unauthorized charges are placed on the card, the employee shall be required to reimburse Special Districts/County Fire. If the employee fails to reimburse the Special Districts/County Fire within fifteen (15) calendar days or prior to separation from Special Districts/County Fire service, the Auditor-Controller's Office may recover any unauthorized charges from the employee's pay.

ARTICLE 6: LEAVE PROVISIONS

Employees in the Special Districts/County Fire Exempt Group shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day in accordance with legal requirements.

Section 1: Administrative Leave

Amended Administrative Leave provision, effective pay period 1, 2011:

Effective pay period 1 of each year, an employee in a regular position will be provided with eighty (80) hours of Administrative Leave time for the employee's use. Employees hired after the beginning of Pay Period 1 shall receive a prorated number of hours. Except as provided below, if any Administrative Leave time is unused at the end of Pay Period 26 of any given year (or 27, when applicable), or at termination of employment, it shall be forfeited and shall not be converted to cash.

Commencing in Calendar year 2011, each employee shall have one opportunity during the employee's employment and prior to retirement or separation, to convert administrative leave to cash. In order exercise the employee's one opportunity to cash out administrative leave prior to separation of employment or retirement, an employee may exercise the following options:

A. ***Option 1, Future Accruals.*** An employee must make an irrevocable election during the month of December specifying that 80 hours are to be sold back from the next calendar year's administrative leave accrual. Such election must be made in the increment of 80 hours. All designated hours remaining at the end of the pay period 25 will automatically be converted into cash in the last period of the calendar year.

B. ***Option 2, Existing Accruals.*** An existing accrual balance (up to 80 hours) may be cashed out at one time, and will be subject to a ten percent penalty.

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

Employees may designate that cash-outs of Administrative Leave be allocated to the County's 401(k) Plan or Section 457 Deferred Compensation Plan.

Section 2: Bereavement Leave

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's parent, child, spouse or domestic partner, as defined by California Family Code section 297. One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances. The Appointing Authority may request verification of distance traveled.

Section 3: Blood Donations

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

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

Section 4: Compulsory Leave

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

Section 5: Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different Special Districts/County Fire or County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Section 6: Holiday Leave

A. Fixed Holidays. All Exempt employees in regular positions shall be entitled to the following holidays:

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

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

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

C. There shall be no limitation on holiday leave accruals until calendar year 2011. Effective pay period 1 of 2011, the maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the employee's maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Appointing Authority or designee.

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

Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time.

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

D. Conversion of Holiday Leave to Cash.

1. Election Conversion. An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the Appointing Authority. Eligible employees may exercise this option under procedures established by the County's Human Resources Director, or designee. In lieu of cash, the employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred income plan if such a plan is approved by County Fire/Special Districts and credit for holiday time is allowed under the plan.

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

   a) Option 1 - Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Once an election is made, the employee must request that the designated number of hours actually be sold back by Pay Period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in Pay Period 26.

   b) Option 2 - Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight (8) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. Commencing with calendar year 2011, at the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

   Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

Section 7: Jury Duty Leave

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

required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury in the same manner as provided in section, "Special Leaves of Absence without Pay."

Section 8: Leave Accruals While on Disability Leave

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

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

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

Section 9: Medical Emergency Leave

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

A. The employee must have regular status with Special Districts/County Fire or one (1) year of continuous service in a regular position with Special Districts/County Fire.

B. The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation:

    1. Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness;

    2. Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours);

    3. Have exhausted all useable leave balances prior to initial eligibility – subsequent accruals will not affect eligibility; and

    4. Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

C. An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensations benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

D. Vacation, holiday or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the County Human Resources Department. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

E. The donation is to be for the employee's Medical Emergency Leave only; the donation to one employee is limited to a total of one thousand forty (1,040) hours per fiscal year.

F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required.

G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of the Benefit Plan Provision, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

H. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

I. Medical Emergency Leave hours will count toward the accountable hours used to determine holiday leave eligibility.

J. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

K. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

1. Employees who resign or die while on Medical Emergency leave shall be paid at one-hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency leave up to 176 hours at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall have all unused Medical Emergency Leave up to 176 hours converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by the County.

3. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work

time and Medical Emergency leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

L. The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

M. Solicitation of donors shall be regulated by the County's Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

N. All donors and donees shall sign release forms designed, retained and effected by the County's Human Resources Department.

Section 10: Military Leave

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

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

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

C. Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by Special Districts/County Fire for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (E) of this Article.

D. Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

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

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

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step,

vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from Special Districts/County Fire employment, except as provided in the temporary duty provision.

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

F. Extension of Benefits. Special Districts/County Fire recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base Special Districts/County Fire salary and their military salary starting on the 31st calendar day of military leave. The difference in salary may be extended when expressly approved by the Board of Supervisors. During any extended period, Special Districts/County Fire will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the Compensation Plan. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

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

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. Special Districts/County Fire may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

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

1. The employee must decline in writing the benefits of Section (F) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

2. The employee must use accrued leave time for the entire pay period (i.e., Special Districts/County Fire pay will not be integrated with military pay for partial pay periods).

3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

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

Section 11: Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

Section 12: Sick Leave

A. Definition. Sick Leave with pay is an insurance or protection provided by Special Districts/County Fire to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.

1. Immediate Family. Immediate family is defined as parent, child, spouse, or domestic partner as defined by California Family Code Section 297.

2. Extended Family. Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

B. Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations.

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

D. Administration

1. Investigation. It shall be the responsibility and duty of each Appointing Authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the County's Director of Human Resources or designee.

2. Notice of Sickness. In twenty-four (24) hour departments, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the Appointing Authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

If the employee receives a doctor's off-work order and provides notice of same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the time-frame above.

E. Review. The County's Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay or without pay and may, in the interest of Special Districts/County Fire, require a medical report by a doctor to support a claim for sick leave pay.

F. Proof. A doctor's certificate shall be provided by the employee in all cases of absence due to illness when requested by the Appointing Authority.

G. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

H. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

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

2. Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

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

4. Medical, optical or dental appointments. The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

I. Return-to-Work Medical Clearance

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

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

2. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

3. Employees who have been absent on account of serious medical condition, when so directed by Appointing Authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.

Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments eligible for reimbursement pursuant to the Expense Reimbursement provision.

It is the responsibility of the employee to obtain written notice from the medical provider of authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, Special Districts/County Fire shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to his or her Appointing Authority immediately upon receipt of the medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide the medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.

Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the Center or Special Districts/County Fire that, in turn, results in a delay between the employee's appointment with the Center and the start of his or her scheduled tour of duty on the day that he or she was released to return to work, Special Districts/County Fire will pay for work hours missed, without charge to the employee's leave balances.

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

J. Worker's Compensation

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

Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time", said employee may use accumulated sick leave with pay with the approval of the Appointing Authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

K. Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (L).

L. Sick Leave Conversion. Employees who hold regular positions in Special Districts/County Fire service, and who have contributed to the San Bernardino County Employees' Retirement Association or other public entity retirement system for more than ten (10) years and have not withdrawn the contributions from the

system(s), and who separate from Special Districts/County Fire service for reasons other than death or disability retirement shall receive compensation in accordance with the provisions of the Retirement Medical Trust Fund.

For other employees with ten (10) years of continuous service from date of hire in a regular position, upon death, the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance As of Date of Separation	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, up to a maximum of one thousand (1000) hours, computed at the then-current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred (500) hours of pay computed at the then-current base hourly rate of said employee.

While employed by Special Districts/County Fire, employees who have contributed to a public sector retirement(s) for over ten (10) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis.

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

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the County's Director of Human Resources or designee. Employees may elect this exchange once per calendar year.

Section 13: Special Leaves of Absence Without Pay

A. General Provisions

A special leave of absence without pay may be granted to an employee who is:

1. Medically incapacitated to perform the duties of the position.

2. Desires to engage in a relevant course of study, which will enhance the employee's value to Special Districts/County Fire.

3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or provision under Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave Act.

4. For any reason considered appropriate by the Appointing Authority and the County's Director of Human Resources or designee.

B. Type of Leave of Absences

There are four types of leaves of absences. All requests must be in writing and require the approval of the Appointing Authority or designee and the County's Director of Human Resources or designee. Upon request, the Appointing Authority or designee and the County's Director of Human Resources or designee may grant successive leaves of absence.

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

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

   An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Article of this agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement, where possible.

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

3. Leave of absence without right to return.

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

   b. Benefits upon Rehire. An employee who is reemployed within 90 days after the expiration of the leave of absence without right to return shall retain the following benefits:

      - Hire date;

      - The service date for purposes of leave accruals and step advances, except that the service date will be advanced for the period of time the employee is on leave of absence without right to return;

      - Any sick leave accruals that had not been cashed-out will be restored;
      - Credit for years of service toward the seven percent (7%) retirement systems contribution shall be retained, but no credit shall be given during the leave of absence.

      To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of the leave of absence. The 90 days shall

run concurrently with the first 90 days of the three-hundred sixty-five (365) day period provided in the Article on Reemployment.

c. Rehire Process. An employee may be reemployed in the same Special Districts/County Fire classification from which the employee took the leave of absence with the approval of the Appointing Authority and County's Director of Human Resources or designee. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions in the Personnel Rules. The employee shall be required to serve a new probationary period. The County's Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

4. Medical leave of absence.

a. Definition. A medical leave of absence up to one (1) year may be granted to employees with regular status who suffer from an illness or serious mental illness. Such leave of absence will only be granted after Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA) have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. Special Districts/County Fire retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that Special Districts/County Fire may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Division from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which Special Districts/County Fire has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

Section 14: 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 eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six (6) pay periods from the employee's benefit date. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

Length of Service from Benefit Date	Annual Vacation Allowance
After 1600 and 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

There shall be no limitation on vacation leave accruals until calendar year 2011. Effective pay period 1 of 2011, the maximum vacation leave accrual balance that may be carried over to a future calendar year shall be 480 hours. However, the maximum vacation 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 employee's maximum vacation accrual balance for those employees with a balance greater than 480 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

C. Administration

1. Vacation periods should be taken annually with the approval of the Special Districts/County Fire Manager at such time as will not impair the work schedule or efficiency of Special Districts/County Fire but with consideration given to the well-being of the employee.

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

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

4. Employees not planning to return to Special Districts/County Fire employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

D. Prior Service. New employees hired into Special Districts/County Fire in regular positions who have been employed by the private sector or a public jurisdiction in a comparable position or a position which has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the County's Director of Human Resources or designee. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

E. Conversion of Vacation Leave.

1. Elective Conversion. An employee may sell back vacation time at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the Special Districts/County Fire Appointing Authority. Eligible employees may exercise this option under procedures established by the County's Human Resources Director, or designee. In lieu of cash, the employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if such a plan is approved by the County and credit for vacation time is allowed under the plan.

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

   a) Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining at the end of pay period 25 will automatically be converted into cash in the last pay period of the calendar year.

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

2. Automatic Conversion. Commencing with calendar year 2011, at the end of the calendar year, an employee shall automatically have any vacation leave accruals in excess of the employee's maximum vacation leave accrual balance converted to cash. Such automatic vacation leave cash out shall be paid in Pay Period 1 of the next calendar year.

   At termination of employment, all existing vacation leave accruals shall be converted to cash and paid to the employee.

Section 15: Witness Leave

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

ARTICLE 7: TUITION REIMBURSEMENT AND MEMBERSHIP DUES

Special Districts/County Fire shall establish an individual, departmental fund in the amount of $1,000 for each fiscal year for each employee in the Exempt Group to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of Special Districts/County Fire or continuing education goals. Requests for reimbursement must be approved in advance by the Appointing Authority and shall not be paid in increments less than $10.00 per fiscal year. The individual department fund is in addition to department budgeted and mandated training and memberships.

Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of $1,000 to their Appointing Authority for review. The Appointing Authority must then request and receive approval from the County Administrative Office to reimburse beyond the limit of $1,000 per fiscal year per employee. In order to be eligible for reimbursement under this provision, the employee must take such course work outside regular work hours, and shall do no productive work for Special Districts/County Fire while attending the courses.

If reimbursement is approved and paid to the employee, and the employee leaves Special Districts/County Fire prior to completing two (2) years of Special Districts/County Fire service after completing the job-related education or coursework, the employee will reimburse Special Districts/County Fire according to the following schedule:

Job-Related Education/ Course Completion Date	Reimbursement
Within 9 months	100%
After 9 months, but before 18 months	50%
After 18 months, but before 24 months	25%
After 24 months	0%

ARTICLE 8: VOLUNTARY TIME OFF

The Voluntary Time Off (VTO) Program is intended to provide Exempt employees a means of taking unpaid time off work, without losing benefits which depend on the employee being in a paid status. The following conditions apply:

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

B. When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts as time worked toward satisfying the required hours to receive Benefit Plan Contributions and Medical Premium Subsidies.

C. VTO does not count as hours worked for purposes of computing overtime. Retirement System Contributions will only be paid if the employee is in a paid status at least 40 hours in any pay period in which VTO is used.

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

E. VTO is an entirely voluntary program. No employee may be required to take VTO.

F. VTO may be taken by request of the employee and upon approval of the appointing authority.