MEMORANDUM OF UNDERSTANDING

ATTORNEY UNIT

2014-2017

County of San Bernardino

and

San Bernardino County Public Attorneys Association

ATTORNEY UNIT
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Table of Contents

PREAMBLE 6
RECOGNITION 6
ACCESS TO PERSONNEL RECORDS 6
ACCESS TO WORK LOCATIONS 7
ACCIDENTAL DEATH AND DISMEMBERMENT 7
AGENCY SHOP 8
ATTORNEY LEAVE 9
AUTHORIZED EMPLOYEE REPRESENTATIVES 10
Section 1 – Authorized Employee Representatives 10
Section 2 – Handling of Grievances and Disciplinary Proceedings 11
BILINGUAL COMPENSATION 11
CLASSIFICATION 12
Section 1 – Purpose 12
Section 2 – Implementation of Classification Study Results 12
Section 3 – Classification Appeals 13
COUNTY IDENTIFICATION CARDS 15
COUNTY MANAGEMENT RIGHTS 15
DEFINITIONS 16
DEMOTIONS 17
DEPENDENT CARE ASSISTANCE PLAN 18
DIRECT DEPOSIT (ELECTRONIC FUND TRANSFER) 19
DISASTER SERVICE WORKERS 19
DUAL APPOINTMENTS 19
EMPLOYEE RIGHTS 19
EXCEPTIONAL PERFORMANCE/ASSIGNMENT COMPENSATION 20
Section 1 – Deputy Attorney V Compensation 20
Section 2 – Senior Attorney Compensation 21
Section 3 – Limitations and Exclusions 21
EXPENSE REIMBURSEMENT 22
Section 1 – General Provisions 22
Section 2 – Responsibilities 22
Section 3 – Travel Authorization 22
Section 4 – Authorization for Attendance at Meetings 22
Section 5 – Records and Reimbursements 23
Section 6 – Transportation Modes 23
Section 7 – Meals and Lodging 24

Section 8 – Expense Advances 25
Section 9 – County Credit/Debit Cards 25
FITNESS FOR DUTY 25
FLEXIBLE SPENDING ACCOUNT 26
FULL UNDERSTANDING, MODIFICATION AND WAIVER 26
GRIEVANCE PROCEDURE 27
Section 1 – Purpose 27
Section 2 – Definition and Requirements for Filing a Grievance 27
Section 3 – Jurisdiction 27
Section 4 – Exclusions 28
Section 5 – Representation 28
Section 6 – Consolidation of Grievances 28
Section 7 – Time Limitations and Notification 28
Section 8 – Steps in the Grievance Procedure 29
Section 9 – Unfair Labor Practices/Unit Changes 31
Section 10 – Mediation 31
Section 11 – Disciplinary Hearings 32
HOURS OF WORK 33
IMPLEMENTATION 33
JOB SHARING AND PART-TIME EMPLOYMENT 34
LAYOFF 34
Section 1 – General Provisions 34
Section 2 – Notification 34
Section 3 – Order of Layoff 35
Section 4 – Exception to Order of Layoff 36
Section 5 – Employee's Rights While on Layoff 36
Section 6 – List Placement and Training 36
LEAVE PROVISIONS 37
Section 1 – Sick Leave 37
Section 2 – Bereavement Leave 40
Section 3 – Vacation Leave 40
Section 4 – Holiday Leave 42
Section 5 – Leave Accruals While on Disability Leave 43
Section 6 – Compulsory Leave 44
Section 7 – Military Leave 44
Section 8 – Political Leave 46
Section 9 – Special Leaves of Absence Without Pay 46
Section 10 – Jury Duty Leave 48
Section 11 – Examination/Interview Time 49
Section 12 – Witness Leave 49
Section 13 – Blood Donations 49
Section 14 – Time Off for Voting 49
Section 15 – Professional Requirements 50
LIFE INSURANCE 50
MEAL PERIODS 50

MEDICAL AND DENTAL PLAN COVERAGE 51
Section 1 – Medical and Dental Plan Coverage 51
Section 2 – Opt-out and Waive 51
Section 3 – Medical Premium Subsidy 52
Section 4 – Needles Medical Premium Subsidy 53
Section 5 – Eligibility for MPS While on Leave 53
MEDICAL EMERGENCY LEAVE 54
NON-DISCRIMINATION 56
OBLIGATION TO SUPPORT 56
PAY PERIOD 56
PAYROLL ADJUSTMENTS 56
PAYROLL DEDUCTIONS 57
PREHEARING DISCUSSIONS 58
PROBATIONARY AND TRAINEE PERIODS 58
PROMOTIONS 58
PROVISIONS OF LAW 59
RECRUITMENT/RETENTION SALARY ADJUSTMENT 59
REEMPLOYMENT 59
RELOCATION ASSISTANCE 60
RENEGOTIATION 61
REST PERIODS 61
RETIREMENT MEDICAL TRUST FUND 61
Section 1 – Eligibility 62
Section 2 – Sick Leave Conversion Formula 62
Section 3 – County Contribution 62
Section 4 - Death 62
Section 5 – Trust Participant 62
RETIREMENT SYSTEM CONTRIBUTIONS 63
Section 1 – Eligibility 63
Section 2 – Employee Contributions 63
Section 3 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA) 64
SALARY ADJUSTMENTS 64
SALARY ADMINISTRATION 64
Section 1 – Salary Rates and Step Advancements 64
Section 2 – Merit Advancements 65
Section 3 – Deputy Attorney and Legal Research Attorney Series 66
Section 4 – Merit Advancements for Deputy Attorney, Child Support Attorney, and Legal Research Attorney Series 66
SALARY SAVINGS PLAN CONTRIBUTION 67
SECTION 125 PREMIUM CONVERSION PLAN 68
SHORT-TERM DISABILITY 68
SPECIAL DUTY PAY 69
Section 1 – Purpose 69
Section 2 – Requirements and Compensation 69

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES....69
TERM....71
TIME AND LABOR REPORTS....71
TUITION REIMBURSEMENT AND MEMBERSHIP DUES....72
Section 1 – Preamble....72
Section 2 – Tuition Reimbursement and Membership Dues....72
Section 3 – Bar Dues....72
Section 4 – Administration....72
Section 5 – Professional Educational Expense Allowance....73
USE OF BULLETIN BOARDS....73
USE OF COUNTY RESOURCES....74
VISION CARE INSURANCE....74
VOLUNTARY TIME OFF....74
WORK DISRUPTION....75
APPENDIX A – SIGNATURE PAGE....76
APPENDIX B – SALARY RANGES....77
APPENDIX C – SALARY SCHEDULE....78
APPENDIX D – SIDE LETTER....79

PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of County business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

Pursuant to the provisions of the Employee Relations Code of the County of San Bernardino and applicable State law, the San Bernardino County Public Attorneys Association (SBCPAA) was certified, on October 17, 2001, by the County of San Bernardino as the exclusive recognized employee organization for County employees in the Attorney Unit.

The County hereby recognizes SBCPAA as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in Appendix B, "Salary Ranges," hereof, as well as employees in such classes as may be added to this Unit hereafter by the County.

ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Director of Human Resources, the appointing authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by the County of San Bernardino, 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.

No negative information or material shall be placed in an employee's official personnel records (i.e., departmental and County 201 personnel file) without the employee being first provided a copy of the material. An employee shall have the right to respond in writing to any information contained in his or her official personnel records, such reply to become a permanent part of the employee's official personnel records. Such responses must be provided within thirty (30) calendar days. Excluded from this Section are letters of reference, and any other materials exempted by law.

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

Employees desiring to review such records shall make such request in writing at least two (2) working days in advance to their appointing authority or the Human Resources Department Employee Benefits and Services Division as appropriate.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Labor Relations Representatives of SBCPAA to confer with County employees during working hours.

Therefore, SBCPAA Labor Relations Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals. SBCPAA Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of County operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

SBCPAA Labor Relations Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the SBCPAA Labor Relations Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The County shall not unduly interfere with SBCPAA's access right to work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

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

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE/DOMESTIC PARTNER	EACH CHILD
$10,000	$5,000	$3,125
$25,000	$12,500	$6,250
$50,000	$25,000	$12,500
$100,000	$50,000	$25,000
$150,000	$75,000	$25,000
$200,000	$100,000	$25,000
$250,000	$125,000	$25,000

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

New employees shall become eligible to participate in this program 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.

AGENCY SHOP

All current employees who are in a job classification within the representation Unit of SBCPAA shall, within the first pay period following approval of Agency Shop status by employees in the Unit, become a member of SBCPAA or pay to SBCPAA a service fee in an amount established by SBCPAA; provided, however, that the Unit member may authorize payroll deduction for such a fee. Employees who are hired after the Agreement is approved by the Board of Supervisors, and who are in a job classification within the representation Unit of SBCPAA covered by this Agreement, shall within the first pay period from the date of commencement of duties as an employee, become a member of SBCPAA or pay to SBCPAA a service fee in an amount equal to SBCPAA's bi-weekly dues; provided, however, that the Unit member may authorize payroll deduction for such fee.

Dues withheld by the County shall be transmitted to the SBCPAA Officer designated in writing by SBCPAA as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by the Article to remain a member in good standing of SBCPAA or to pay the equivalent of SBCPAA dues during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Auditor-Controller/Treasurer/Tax Collector in sufficient time to permit normal processing of the change or deduction.

No Unit member shall be required to join SBCPAA or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must instead arrange with SBCPAA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non- religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee from the following: United Way; American Cancer Society; or American Heart Association. SBCPAA shall be responsible for determinations under this paragraph. Proof of payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

SBCPAA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

Whenever a Unit member shall be delinquent in the payment of dues or fees, SBCPAA shall give the Unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the County's Human Resources Division Chief, Employee Relations. In the event the Unit member fails to cure said delinquency, SBCPAA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

SBCPAA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members of SBCPAA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(d). SBCPAA hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

SBCPAA's indemnity and liability obligation is more fully set forth as follows:

(a) SBCPAA shall defend, indemnify and hold harmless the County of San Bernardino and its Officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, SBCPAA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its Officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SBCPAA shall not diminish SBCPAA's defense or and indemnification obligations under this Agreement.

(b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SBCPAA of such action, provide SBCPAA with all information, documents, and assistance necessary for SBCPAA defense or settlement of such action and fully cooperate with SBCPAA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SBCPAA.

ATTORNEY LEAVE

a) Effective pay period 1 of each year, an employee in a regular position shall be credited with eighty (80) hours of Attorney Leave for the employee's use. Employees hired after adoption of this Agreement, or after the beginning of pay period 1 of each subsequent year, shall be credited with Attorney Leave prorated on a monthly basis, based upon the annual rate of eighty (80) hours (i.e., 6.67 hours per month, or any portion thereof). The maximum unused balance of Attorney Leave shall be 480 hours.

b) Attorney Leave will be separate from and in addition to any Vacation or Holiday Leave, and may be taken with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. If an employee has reached the maximum allowed unused balance and is unable to take Attorney Leave because of work urgency and has had requests to use such leave denied in writing, the appointing authority will notify the Auditor-Controller/Treasurer/Tax Collector of the situation and request a waiver of the maximum allowed unused balance for a period not to exceed twelve (12) months. Appointing authorities are encouraged to give first

consideration for Attorney Leave requests to employees who have exceeded the maximum unused balance and have been granted a waiver of the maximum unused balance due to work urgency.

c) Attorney Leave shall not be a vested right and will not be convertible to cash provided, however, that an employee may make an irrevocable election during the pre-election period (currently in the month of December) specifying the number of hours to be sold back from the next calendar year's Attorney Leave accrual. Such election must be made in increments of not less than eight (8) hours and shall not exceed forty (40) hours. All hours pre-elected to be sold back that remain at the end of the calendar year will be automatically converted into cash at the employee's then current base rate of pay in the last pay period of the calendar year. Any unused Attorney Leave remaining upon termination or other separation from the Unit shall be forfeited.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1 – Authorized Employee Representatives

SBCPAA may designate employees as authorized employee representatives or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

(a) SBCPAA may designate one (1) authorized employee representative for each geographic region/division for which the District Attorney, Child Support Services and Public Defender maintain a work force, as provided in SBCPAA's by-laws. SBCPAA shall be entitled to designate two (2) alternates for each authorized employee representative; provided, that these alternates shall be located at the same major geographic region/division as their appropriate representative.

(b) SBCPAA will designate only employees who have obtained regular status.

(c) SBCPAA shall file with the affected Group Administrator, Department Head, Department Human Resources Officer, and the Employee Relations Division Chief, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by SBCPAA.

(d) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the County at such representative's or alternate's base rate of pay.

(e) The County shall provide a total of one hundred and fifty (150) hours of paid release time per calendar year to be used by authorized employee representatives for the purpose of conducting general SBCPAA business.

(f) Except as provided below, County vehicles, supplies and equipment may not be used. County telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of the County operations and/or result in telephone costs to the County.

(g) Limited, occasional or incidental use of the County e-mail system may occur, as long as such use is consistent with the County e-mail policy and any message sent is not disruptive or detrimental to County operations. Such use shall be limited to brief communications between SBCPAA Board Members, and between Board Members and employees related to individual grievances, disciplinary matters, or

association business. This subsection may be removed by the County at the expiration of the current Agreement.

Section 2 – Handling of Grievances and Disciplinary Proceedings

(a) At the request of an employee, an authorized employee representative or alternate, or SBCPAA labor relations representative, may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.

(b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of County operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the County and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.

(c) Employees must use the authorized employee representative or alternate assigned to their geographic location and representation unit, except as otherwise provided herein. If the authorized employee representative or alternate in the geographic location is unavailable, a representative from another geographic location may be used. If an employee chooses to be represented by any employee other than the available authorized employee representative assigned to their geographic location, for the purpose of handling a grievance or disciplinary proceeding, such employee shall not be compensated by the County.

SBCPAA and the County recognize that currently there is ongoing litigation between the parties which has and which may in the future have an impact on the selection and designation of authorized employee representatives and the representation of bargaining unit members by SBCPAA authorized employee representatives. The parties agree that upon the litigation being resolved SBCPAA and the County will meet and confer to implement the outcome of the litigation.

BILINGUAL COMPENSATION

Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language; and Level 3 - technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per hour worked shall be effective as follows: verbal skill level at $0.625 per hour worked, written skill level at $0.6875 per hour worked, and technical skill level at $0.75 per hour worked.

CLASSIFICATION

Section 1 – Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each County position for the purpose of recruitment, compensation, and organizational structuring. The County shall notify SBCPAA in writing of all classification and salary changes to classifications allocated to this unit within two (2) working days after such changes have been approved by the Board of Supervisors. Whenever positions are subject to any change as a result of a classification review, such change will be determined by the County, subject to the classification appeal procedure. New and revised classification specifications shall be furnished to SBCPAA in a timely manner.

Section 2 – Implementation of Classification Study Results

(a) Upgradings

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

(b) Downgradings

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the Director of Human Resources may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step. In accordance with San Bernardino County Personnel Rule III, Section 6(b), upon request, an employee with regular status occupying a position, which has been downgraded shall be placed on an eligibility list for any classification equivalent to his/her former classification for a period of two (2) years. Equivalent classification is hereby defined as one requiring all of the following: (1) the same kind and amount of experience; (2) the same degree of skills, knowledge, and abilities; and (3) a salary level no higher than the employee's former classification.

(c) Salary (Equity) Rate Adjustment

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

(1) If the employee's original base rate of pay is less than Step 1 of the newly designated pay range, the employee shall be placed on Step 1 of the new range. The employee shall be eligible to advance to the next step upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Merit Advancements Section of the Salary Administration Article. Subsequent step advances shall be administered in accordance with the Salary Administration Article of this MOU.

(2) If the employee's original base rate of pay falls within the newly designated pay range, the employee shall be placed upon the step in the new range that is equivalent to his/her current rate of pay. The employee shall be eligible to advance to the next step upon receiving a satisfactory rating on the employee's next annual performance evaluation, in accordance with the requirements of the Merit Advancements Section of the Salary Administration Article. Subsequent step advances shall be administered in accordance with the Salary Administration Article of this MOU.

(3) Employees who are at their current step for at least 2,080 hours and receive an overall rating of meets standards on a Work Performance Evaluation covering the 2,080 service hours, 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.

Section 3 – Classification Appeals

In accordance with Personnel Rule III, Section 5, appeals of recommended allocations may be filed by incumbents in positions included in a classification study or by their representative. The burden of proof on any classification appeal rests with the appellant to establish why the recommended allocation is not appropriate. The content of and decision on classification appeals shall be restricted to consideration of the recommended and the requested classification. All classification appeals shall be limited to a discussion of duties and responsibilities performed at the time the position was studied.

Classification appeals are heard by a mediator with classification expertise. The decision of the mediator shall be advisory. If the decision of the mediator has an economic impact, the decision of the mediator shall be in the form of a recommendation to the Board of Supervisors for final action. The mediator shall follow the appeal procedure established by the County and SBCPAA, and provide written justification to the aforementioned parties on classification appeal recommendations. An employee/appellant not represented by SBCPAA shall be obligated to pay half the total cost for the mediator. Any decisions awarded in those cases where SBCPAA does not represent the appellant shall be limited to that singular case and the decision may not be cited as precedent by the County, SBCPAA or any other appellant representative in subsequent proceedings.

Step 1 – At the conclusion of the classification study, Human Resources will make a written recommendation to the appointing authority. If Human Resources' recommendations would have an economic impact, the Board of Supervisors' action is necessary before an appeal can be filed.

Step 2 – The appointing authority will notify position incumbent(s) of study results and the timeframes for filing an appeal.

Step 3

(a) Employees may file a classification appeal individually or in groups provided that all positions represented were allocated to the same class and appealed to the same class. The appeal form should thoroughly explain why the incumbent believes that the allocation is not appropriate and why the requested class is more appropriate. Appeals must be based on the duties performed at the time the position was studied. Changes subsequent to the study will be considered under Personnel Rule III, Section 4(c) upon withdrawal of the appeal.

(b) Disagreements on title of a class, or on the format and wording of class specifications, are not basis for an appeal. Requests for revisions will be presented in writing to Human Resources for review.

(c) Revisions to a class specification may be appealed to the mediator in cases where it is alleged that a class specification was so significantly revised as to change the grade determinants of a class.

(d) Disagreements on salary matters for new classifications are excluded from this procedure and will be considered in the context of the meet and confer process. The salary of a classification for which a technical title change has been approved by the Board of Supervisors is not appealable. No salary action can be taken on an existing classification to the meet and confer process that would have the effect of reopening a current agreement by Memorandum of Understanding. Salaries for new classes will be set by management, unless changes are made by an appeal and recommended by the meet and confer process. Such changes acted on by the Board of Supervisors may be charged against any succeeding agreements by Memorandum of Understanding.

(e) Disagreements on representation unit designations are excluded from this procedure.

Step 4 – The position incumbent completes the Classification Appeal form and files it within 15 working days of Board of Supervisors' approval; or within 15 working days from the appointing authority's notification to the employee.

Step 5

(a) The appeal will be reviewed by Human Resources for changes in job duties or other substantial changes to the position description on which the allocation was based.

(b) Human Resources staff will respond in writing to the Appeal within 15 working days. Copies of the response will be sent to all involved parties.

Step 6 – A mandatory prehearing conference will be scheduled within a 20 workday period from the date of Human Resources' response. Appellants, exclusive employee organization staff representatives, and Human Resources staff will meet and attempt to reach a settlement. At the request of parties involved, additional personnel may attend to offer clarification of job duties performed by the appellant(s). If no resolution is reached at this conference, the appellant(s) and Human Resources will stipulate the issue(s) in dispute.

Step 7 – Following the prehearing conference, Human Resources staff and the appellant/appellant's representative will consider the information exchanged. Human Resources may revise its allocation recommendation, and appellant(s) may withdraw appeals.

Step 8 – Any additional supporting documentation must be filed with the mediator by both appellant(s) and Human Resources staff 15 workdays subsequent to the prehearing conference. Lists of witnesses and all written materials/exhibits that are to be discussed at the hearing must be included in this final brief. All parties will receive copies of these briefs.

Step 9 – All of the aforementioned timeframes may be lengthened or shortened upon the joint concurrence of Human Resources and the employee organization involved.

Step 10 – Appeals which have not been resolved through the preceding steps will be forwarded to the mediator.

Step 11 – Appeal presentations will be limited to the incumbent employees or spokespersons elected from the group of appellants, exclusive recognized employee organization staff representatives, and members of Human

Resources staff. Witnesses may be heard for the purpose of clarifying technical aspects of job duties.

(a) Prior to the appeal hearing, the mediator will have reviewed copies of the appeal documentation submitted by both parties.

(b) Appellants will present arguments first. The burden of proof is with the appellant why the recommended classification allocation is not an appropriate recommendation. Twenty (20) minutes will be allowed for presentation. Time not taken for presentation will be forfeited. Arguments should be centered around why the classification allocation was not appropriate and what classification would be the most appropriate.

(c) Human Resources staff will present arguments. Twenty (20) minutes will be allowed for presentation of this argument. Time not taken will be forfeited.

(d) The mediator will have twenty (20) minutes for questions.

Step 12

(a) Decisions of the mediator will be limited to the class recommended by Human Resources or the class requested by the appellant on the Classification Appeal Form.

(b) A written decision shall be given within 30 days of the hearing, indicating the basis for the decision.

Step 13 – Following the appeal hearing, the mediator shall forward the written recommendations to Human Resources and the San Bernardino County Public Attorneys Association. Both parties will be allowed a two (2) week review period prior to submission of the decision to the Board of Supervisors.

Step 14 – Parties will agree to support the recommendations of the mediator unless there is a failure to act in good faith in implementing the spirit and intent of these procedures.

Step 15 – This procedure shall remain in effect until it is changed through the meet and confer process. Requests for changes to the procedure may be presented at any time.

COUNTY IDENTIFICATION CARDS

The County will provide identification cards to all employees in regular positions. Such cards will include the employee's name, employee number, and department. Employees shall carry such cards at all times while engaged in County business and in connection with such business shall produce cards for inspection to any County official. Employees shall surrender such cards upon termination from County employment.

COUNTY MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

(a) The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.

(b) The right of full and exclusive control of the management of the County; supervision of all operations;

determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities; to reorganize operations, modify or discontinue programs and services; or, to contract for work to be done; provided, however, that the parties shall meet and discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided by Unit employees.

(e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

DEFINITIONS

Listed below are definitions of terms commonly used in the Agreement.

Appointing Authority – Refers to the department head of the employee's department. It includes any person who is designated as acting department head, employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay/Base Hourly Rate - The employee's base hourly wage (excluding differentials and other pay above the base hourly wage).

Bi-weekly Base Salary/Base Bi-weekly Salary - Employee's base hourly rate (excluding any differentials or other pay above the base hourly rate such as Deputy V Pay and Special Assignment Compensation Pay) multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period.

Calendar Year – Refers to pay period 1 through 26 consecutively (or 27 when applicable).

Continuous Service – Refers to the period of service from an employee's current beginning hire date in a regular position with no separation from County employment.

County Service – Refers to an employee's current beginning (hire) date of continuous service in a regular position with the County.

Date of Hire or /Hire Date – Refers to the effective date of the most recent date of hire in a regular position with the County.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources' position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during absence, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fringe Benefit(s) – Fringe benefit shall refer to non-wage compensation provided to employees such as, but not

limited to, employer paid insurances, paid leaves, tuition and bar dues reimbursements, Medical Emergency Leave, Voluntary Time-Off and Opt-Out and Waive amounts. Fringe benefits shall not include compensation such as base salary, differentials, Attorney V, and Special Assignment Compensation pay.

Fiscal Year – Refers to pay period 15 of one year through pay period 14 of the following year.

Paid Status/Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include disability payments such as Short Term Disability or workers compensation.

Regular Position – Regular positions are authorized by the Board of Supervisors and may be budgeted at either a full-time or part-time level, and positions may be in either the Classified or Unclassified Service. Only regular positions are included in the Attorney Unit.

Regular Status – Regular status as used in this Agreement refers to the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position, as applicable.

Service Hours – Refers to paid hours in a regular County position from an employee's most recent date of hire and during an employee's regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, and Medical Emergency Leave hours do not count as service hours.

Working Days – Refers to the days that the County is normally open to conduct business, i.e., Monday through Friday, excluding County holidays.

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.

A promoted employee who returns to his/her 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 time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee who demotes to a trainee classification for which the journey level position is higher than the classification he/she demoted from, shall retain the same salary rate. Such an employee will be placed on the "X" step if necessary, and the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

An employee whose position is downgraded as a result of a classification study, may be placed on the "X" step in accordance with the downgrading provisions of the Article on "Classification" with the approval of the appointing authority and the Director of Human Resources.

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.

If the employee held prior regular status in the demoted to classification, the employee shall resume said status. If the employee did not have prior regular status in the classification, the employee shall be required to serve a probationary period, unless waived by the Director of Human Resources.

DEPENDENT CARE ASSISTANCE PLAN

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 (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources Department, Human Resources Division Chief, Employee Benefits & Services consistent with said IRC Sections.

(a) To be eligible to enroll in this benefit, an employee must be in a regular position.

(b) Enrollment in the Plan is limited to the annual open enrollment period or within sixty (60) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan

(c) Enrollment is required every Plan Year.

(d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Division Chief, Employee Benefits & Services. An employee election to participate shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, employee's or employee's spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within sixty (60) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or his/her designee, will authorize changes as long as the change is made on account of or consistent with an employee's Change in Status Event.

(e) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of a Plan Year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

DIRECT DEPOSIT (ELECTRONIC FUND TRANSFER)

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

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

DISASTER SERVICE WORKERS

All employees covered by the Agreement are public employees, and, as such, are to serve as disaster service workers as assigned by their superiors or by law, pursuant to Government Code Section 3100. While assigned to such duty, the employee shall be compensated pursuant to this Agreement.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Director of Human Resources 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, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available, the employee shall be laid off, pursuant to the Layoff provisions of this MOU; provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group, however, he/she shall be required to serve a probationary period unless waived by the Director of Human Resources. If the most recently appointed dual appointee held prior regular status in a lower classification immediately preceding the dual appointment, he/she shall have the right to return to the former classification and department. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

EMPLOYEE RIGHTS

The following are employee rights:

(a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the County except as provided in the "Dues Deduction/Agency Shop" Article and in (e) below.

(c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.

(d) The right of SBCPAA upon its request and prior to implementation, to discuss with County Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

(e) The San Bernardino County Public Attorneys Association shall be the sole, exclusive and fair representative of all County employees represented by the Association in the Agreement and in all adjudicatory proceedings between the County and represented employees. SBCPAA shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of the Association. The only exceptions to the sole, exclusive and fair representation by SBCPAA are: (1) those instances of disciplinary action and its proceedings which are governed by Rule X of the Personnel Rules where such representation must be declined in writing by the employee(s) and where the employee may represent himself or herself as well as utilize external representation; and (2) those grievances brought under the Grievance Procedure Article where the individual elects in writing to exercise the right of self-representation, that is, the employee himself or herself represents their position before the arbitrator in accordance with the Grievance Procedure Article.

The County shall defend, indemnify and hold harmless SBCPAA and its Officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of Section (e) of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the County shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against SBCPAA or its Officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the County shall not diminish the County's defense and/or indemnification obligations under this Agreement.

SBCPAA, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the County of such action, provide the County with all information, documents, and assistance necessary for the County defense or settlement of such action and fully cooperate with the County in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by the County.

The County upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. The County, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

EXCEPTIONAL PERFORMANCE/ASSIGNMENT COMPENSATION

Section 1 – Deputy Attorney V Compensation

Eligible Personnel – Regular status employees at the highest step of the Deputy Attorney IV and Legal Research Attorney IV classifications in each attorney series performing an assignment requiring a greater level of skill and/or difficulty, and/or demonstrating exceptional performance in a position may be eligible for Deputy Attorney V compensation. No compensation shall be paid for assignments resulting from any situation related to

a vacation, short-term illness or other temporary relief of six (6) weeks or less.

Compensation – Eligible employees may be granted Deputy Attorney V compensation of five percent (5%) or seven and one-half percent (7.5%) of the employee's current base pay for each pay period, if such increase is (1) recommended by the appointing authority and (2) approved by the Director of Human Resources. Said compensation may be granted to up to fifteen percent (15%) of the budgeted positions in each Deputy Attorney series and shall be considered earnable compensation.

Administration – Requests for Deputy Attorney V compensation may be initiated by the appointing authority. This compensation is to be effective only with the Director of Human Resources written approval (which shall not be unreasonably denied), assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will the compensation be granted retroactively.

Section 2 – Senior Attorney Compensation

Eligible Personnel – Regular status employees at the highest step of the Child Support Attorney IV classification performing assignments requiring greater level of skill and/or difficulty, and/or demonstrating exceptional performance in a position may be eligible for Senior Attorney Compensation. No compensation shall be paid for assignments resulting from any situation related to a vacation, short-term illness or other temporary relief of six (6) weeks or less.

Compensation – Eligible employees may be granted Senior Attorney Compensation of five percent (5%) of the employee's current base pay for each pay period, if such increase is (1) recommended by the appointing authority and (2) approved by the Director of Human Resources. Said compensation may be granted to up to fifteen percent (15%) of the budgeted positions in each attorney series and shall be considered earnable compensation.

Administration – Requests for Senior Attorney Compensation may be initiated by the appointing authority. This compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will the compensation be granted retroactively.

Section 3 – Limitations and Exclusions

(a) Exceptional Performance/Assignment Compensation shall not be subject to appeal or the grievance procedure, however, in the event that the Human Resources Director denies a request for Exceptional Performance/Assignment Compensation, that denial may be subject to review at the request of the appropriate appointing authority. Such review shall only be by a two-person panel comprised of the Chief Executive Officer and the recommending Appointing Authority.

Should both members of the two person panel conclude that the request for Exceptional Performance/Assignment compensation was unreasonably denied, then the request for Exceptional Performance/Assignment compensation shall be approved. The determination of the panel regarding the issue of the reasonableness of the failure by the Human Resources Director to give written approval shall be made within 30 days of the Appointing Authority's request for review. The determination shall be final and binding on the parties. In the event it is determined that the approval was unreasonably denied, the attorney(s) shall be entitled to receive the Deputy V compensation effective upon the date the Human Resources Director denied approval of their appointment.

(b) Exceptional Performance/Assignment Compensation shall be terminated upon removal from the assignment or at the discretion of the appointing authority.

(c) The provisions of this Article, "Temporary Performance of Higher Level Duties" and the "Exceptional Service" pay provision of the Salary Administration Article are mutually exclusive concepts and there shall be no dual/multiple requests for the same assignment.

(d) The parties agree that the Deputy V and Senior Attorney compensation is a temporary salary differential based upon an assignment requiring a greater level of skill and/or difficulty and is not to be considered an additional classification for purposes of salary comparison.

EXPENSE REIMBURSEMENT

Section 1 – General Provisions

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

Section 2 – Responsibilities

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

Section 3 – Travel Authorization

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

(b) The appointing authority or designee shall initiate Travel Requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.

(c) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4 – Authorization for Attendance at Meetings

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

(b) Authorization for attendance at meetings without expense reimbursement, but on County time, may be

granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

Section 5 – Records and Reimbursements

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

(b) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(1) Private mileage.

(2) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.

(3) Telephone and telegraph charges.

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

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

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

(e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.

(f) If original receipt is unavailable, the employee may submit a photocopy and a signed statement as to the location of the original receipt or an explanation as to its absence.

(g) Expense reimbursements shall be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6 – Transportation Modes

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

(b) <u>Travel Via Private Automobile</u>

(1) Reimbursement for the use of privately owned automobiles to conduct County business shall be at the IRS allowable rate or thirty-two cents ($0.32) per mile, whichever is greater. 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. The County does not provide any insurance for private automobiles used on County business. The owner of an

automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(2) When employees traveling on official County 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 (1) assigned work location in a work day, mileage shall be allowed between assigned work locations.

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

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if 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 purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Air

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

Section 7 – Meals and Lodging

(a) Meal and lodging expenses shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Original receipts, other than as provided in Section 5(f), are mandatory to obtain reimbursement for all lodging expenses and, except as provided below, for all meal expenses claimed.

(b) The allowance for lodging is seventy-five dollars ($75.00) plus tax, per night, single, with receipt.

(c) Compensation for meal expenses may be provided as follows:

(1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to $50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars ($11.00) for breakfast; fifteen dollars ($15.00) for lunch; and twenty-four dollars ($24.00) for dinner, all

including tax and gratuity.

Receipts for purposes of reimbursement shall mean both proof of payment (e.g., credit card receipt, canceled check, etc.) and a listing of items purchased (e.g. an invoice, detailed bill, etc.).

(2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to $34.00 per day, including tax and gratuity, for three meals, or when separate meals are claimed, six dollars ($6.00) for breakfast, nine dollars ($9.00) for lunch, and nineteen ($19.00) for dinner, all including tax and gratuity.

(3) All meals for a single day must be claimed under either Option 1 or Option 2.

(d) Meal allowances for a business meeting/conference including meals are the actual cost.

(e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

Section 8 – Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector's office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars ($25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within thirty (30) calendar days of return from travel, or prior to termination of County employment, the Auditor-Controller/Treasurer/Tax Collector's office may recover the amount advanced from the employee's pay.

Section 9 – County Credit/Debit Cards

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

FITNESS FOR DUTY

The parties agree that physical and mental fitness of County employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the County with reasonable cause, may require medical and psychological assessments of employees provided the County pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Consistent with the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), all such assessments shall be obtained from medical providers through appropriate authorizations. Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and

Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of County business.
Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Aid Assistance Program for County employees.

FLEXIBLE SPENDING ACCOUNT

The purpose of this Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County Human Resources Department, Employee Benefits and Services Division, consistent with said IRC Sections.

(a) To be eligible to enroll in this benefit, an employee must be in a regular position.

(b) Enrollment in the Plan is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Examples of eligible mid-year Change in Status events include: marriage, divorce, birth, adoption, death, over age dependent, the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The Employee Benefits and Services Division will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event. Enrollment in the Plan for a new employee is limited to within sixty (60) days of the employee's date of hire. Failure to submit an election agreement within the specified time frame shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.

(c) Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County Human Resources Department, Employee Benefits and Services Division.

(d) Eligible employees may contribute, on a pre-tax basis, a minimum of one hundred and thirty dollars ($130.00) up to a maximum of two thousand five hundred dollars ($2,500.00) annually, or the established amount pursuant to the IRS annual maximum, whichever is less. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.
Section 125 requires that any amounts remaining in an employee's account at the end of the Plan year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in

this Agreement. The express provisions of this Agreement for its duration, therefore constitute the complete and total contract between the County and SBCPAA with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore the County and SBCPAA for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

This article shall not act as a waiver of any reserved County management rights or act as a waiver of SBCPAA's right to bargain over matters within the scope of representation, or the impacts and effects of the County's exercise of its management's rights, as applicable.

GRIEVANCE PROCEDURE

Section 1 – Purpose

The County and SBCPAA fully realize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means for obtaining answers and decisions regarding employee complaints. This procedure is not intended to be used to effect changes in the terms of this MOU. The Board of Supervisors and SBCPAA have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a County employee. SBCPAA and the County recognize that the goal of the grievance procedure is attempt to resolve the grievance at the lowest possible level with the least amount of time and resources.

Section 2 – Definition and Requirements for Filing a Grievance

A grievance is a disagreement between County management and an employee, group of employees, or SBCPAA concerning the interpretation, application, or violation of a specific article(s) of this Agreement. A grievance may be filed by an employee, a group of employees, or by SBCPAA on behalf of an individual grievant or group of employees. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. Group grievances shall name all harmed employees or classifications and identify the departments and/or work locations of such employees. SBPCAA may file a grievance on behalf of itself if it is alleging it has suffered a detriment as a result of a violation of the Dues Deduction/Agency Shop Article of this Agreement.

Section 3 – Jurisdiction

The Director of Human Resources or designee shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the County structure to adjudicate all grievances, as defined or otherwise provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted.

Section 4 – Exclusions

Any dispute which may arise between parties involving the application, meaning, or interpretation of the Personnel Rules shall be settled by the Civil Service Commission in accordance with the appropriate appeal procedure established in the Personnel Rules except as modified by the parties in this Agreement via Section 11 of this Article. All matters are excluded from this procedure which deal with the "County Management Rights" Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article; the "Exceptional Performance/Assignment Compensation" Article; federal or state statutes, rules or regulations; or are preempted by County Charter.

The appeal processes, which include the Classification Appeal Procedures, the Civil Service Commission, and the Memorandum of Understanding grievance adjudicatory process are mutually exclusive remedies. Accordingly, there shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

Except as otherwise provided by this MOU or state or federal statute, this grievance procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.

Section 5 – Representation

Aggrieved employee(s) may represent themselves, or may be represented by an authorized SBCPAA employee representative, or by a SBCPAA Labor Relations Representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. The County agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6 – Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 7 – Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, or via E-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, Employee Relations Division, if the parties jointly so agree. A copy of such agreements bearing the signature of the parties shall be filed with the Employee Relations Division of Human Resources.

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day

following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The attempt of settlement of grievances filed on behalf of an individual employee(s) at the employee-supervisor level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially, the employee having a grievance shall orally discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally.

Step 2 – Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, and places, applicable MOU articles, and the specific remedy or action requested. The written grievance shall be filed in triplicate with the Employee Relations Division within ten (10) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with SBCPAA. In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; and (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated. The determination and notification to the grievant and SBCPAA will be made within five (5) working days of receipt of the grievance. Any affected party may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Employee Relations Division.

Step 3 – Division Level. If the grievance is accepted, the grievant shall submit the written grievance to the division level within five (5) working days of notification of the Employee Relations Division's determination. The Division/Section Head shall meet with the grievant and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

Step 4 – Employee Relations Division. If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the Division/Section Head.

Following a review of the grievance with the appointing authority, the Director of Human Resources or that individual's designee shall have full and final authority on behalf of the County to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, SBCPAA and the appointing authority.

Step 5 – Pre-Arbitration Process. If the grievance has not been satisfactorily resolved at Step 4 by the County and the grievant, a written appeal to arbitration must be filed with the Employee Relations Division within five (5) working days of notification of the decision by the Director of Human Resources or that individual's designee. At

the same time and by mutual agreement of the parties, the grievance may advance to mediation in accordance with Section 10 of this Article. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 6 – Arbitration. Within ten (10) days of the pre-arbitration conference, the Employee Relations Division and the employee or the SBCPAA employee representative shall attempt to select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) calendar days from receipt of said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties. The cost of an arbitrator's services shall be split equally between the County Department of the grievant and the other party, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

(a) In reaching a decision and award the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the MOU alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this MOU. Lastly the arbitrator shall not substitute his judgment for that of the County on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/SBCPAA that the County abused its discretion.

(b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed. The arbitrator's decision shall be transmitted to the Employee Relations Division and SBCPAA with a copy to the grievant.

(c) All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance. The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than one thousand dollars ($1,000), in which case it shall be subject to approval of the Board of Supervisors. However, in the event an employee is not represented by SBCPAA, the decision of the arbitrator shall apply only in the appeal and may not be cited as precedent by either the County or SBCPAA in subsequent arbitration proceedings.

(d) For grievance decision with financial impact of greater than one thousand dollars ($1,000), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Employee Relations Division of Human Resources, SBCPAA and the grievant.

Section 9 – Unfair Labor Practices/Unit Changes

Unfair labor practice charges as well as unit modification and unit determination disputes shall be adjudicated by the California Public Employment Relations Board.

Section 10 – Mediation

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee and SBCPAA) may by mutual agreement utilize mediation for grievances filed under the provisions of the Agreement. Additionally, prior to the Prehearing Conference provided for by the Personnel Rules, the parties (Director of Human Resources or designee and SBCPAA) may by mutual agreement utilize mediation for disciplinary appeals accepted for hearing under the Personnel Rules by the Civil Service Commission. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal is sought, are as follows:

(a) The parties (Director of Human Resources or designee and SBCPAA) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.

(b) The grievant/appellant shall have the right to be present, represented by SBCPAA as the sole, exclusive bargaining agent.

(c) The grievant/appellant shall have SBCPAA as the singular spokesperson and the County a representative from the Human Resources Employee Relations Division, with neither side allowed the presence of an attorney.

(d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.

(e) The mediation process shall be as follows:

(1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, no retention of a proceedings record.

(2) The mediator will meet jointly with the parties and separately, if necessary.

(3) The mediator has no authority to compel resolution of the matter mediated.

(4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.

(5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by the Agreement or Personnel Rules.

(f) Where possible the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the employee's department and SBCPAA.

(g) The post-mediation process is restricted by the following:

(1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration or a Personnel Rules disciplinary hearing.

(2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.

(h) This procedure may be modified by mutual agreement of both parties.

Section 11 – Disciplinary Hearings

The parties agree that in the cases of "major discipline" (as defined in this Section) brought against an employee or employees represented by SBCPAA, the costs for disciplinary hearing to be conducted by a hearing officer per Rule X of the Personnel Rules shall be shared equally between the County Department of the appellant(s) and SBCPAA when the appellant is represented by SBCPAA. For the purposes of this Section, "major discipline" includes termination, demotion, or suspension of 30 or more calendar days. For all other disciplinary cases, either party may request the use of a hearing officer with costs to be shared equally. If only one (1) party elects the use of a hearing officer, the party requesting the hearing officer will pay all hearing costs. For all disciplinary cases heard by a hearing officer, the parties shall jointly select a hearing officer from the list of hearing officers approved by the Civil Service Commission and utilize the striking process when a mutual selection of a hearing officer cannot be reached.

The Civil Service Commission shall either accept or reject the hearing officer's findings and recommendations in its entirety within thirty (30) days of receipt by the Commission. The only basis the Civil Service Commission can use to reject the hearing officer's decision in its entirety, is for one or more of the following reasons:

(a) The recommendation was procured by corruption, fraud, or other undue means.

(b) There was corruption in the hearing officer.

(c) The rights of a party were substantially prejudiced by the misconduct of the neutral hearing officer.

(d) The hearing officer exceeded his/her powers on the matter submitted.

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

Should the Commission reject the hearing officer's decision, the Commission must state in writing specific reason(s) for the decision (a, b, c, d, or e) and subsequently conduct and complete a full and fair evidentiary hearing on the disciplinary appeal within thirty (30) days of rejecting the hearing officer's findings and recommendations unless the hearing cannot for good cause be completed within thirty (30) days.

HOURS OF WORK

The standard tour of duty represents the time that an employee is regularly scheduled to work. The official work period for employees in this Unit shall start at 12:01 a.m. Saturday and end at 12:00 p.m. on the second Friday thereafter. Employees in this Unit are exempt from the Fair Labor Standards Act and accordingly are not governed by the customary eighty (80) hour work period.

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, and such hours may be varied so long as the work requirements and the efficient operations of the County are assured. It is understood that the attorney staff position is a nontraditional office/field work position. Flexibility of schedule is anticipated at times. The Department head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

Notwithstanding any other provisions of this Agreement, the Chief Executive Officer may authorize overtime compensation at straight time or time and one-half rates at any time (including retroactively for emergencies as defined in Section 13.022(h) of the County Code) to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

Employees in regular positions in this Unit are considered to be salaried for purposes of the Fair Labor Standards Act (FLSA). If, as a result of changes in legislation, federal regulations, or court decisions, employees are considered to be non-salaried, the County and SBCPAA will meet and confer concerning changes to return the employees to salaried status.

Deductions from the pay of employees in this Unit for disciplinary and other reasons shall be made in a manner consistent with the FLSA regulation. For example, employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) or more work days. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday or Attorney Leave. Deductions of accrued leave time may be made in increments of less than one (1) work week. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Rules of San Bernardino County. Employees shall not be disciplined by a reduction in step.

IMPLEMENTATION

This Agreement constitutes a mutual agreement by all parties to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors. Any changes to this agreement which do not have specific effective dates become effective on the date of Board of Supervisors approval. Any economic changes to this Agreement which do not have specific effective dates shall be effective the beginning of the pay period following Board of Supervisors approval.

JOB SHARING AND PART-TIME EMPLOYMENT

At the discretion of the appointing authority, a current full-time employee may be allowed to job share or to work on a part- time basis in a regular position. Where practical and consistent with departmental operating needs, the appointing authority will make reasonable effort to permit an employee in a regular position to work part time or share his/her job with another qualified employee or eligible person. Whenever possible, job sharing will be encouraged to minimize the impact of a layoff. Job share is defined as two (2) current employees sharing one (1) regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

All fringe benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific Article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

An appointing authority may discontinue part-time or job share status with a written notice at least two (2) pay periods prior to the effective date of the change. The appointing authority is encouraged to give a longer period of notice, such as six (6) pay periods.

LAYOFF

Section 1 – General Provisions

Definition – A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of employees, a position is to be deleted from the authorized table of organization, or when funds are withdrawn from a previously funded position.

Furlough – A furlough is a short-term leave without pay. Employees with regular status shall have the right to return to their current classification at the conclusion of the furlough period. Furloughs for periods of not to exceed five (5) consecutive work days may be made considering court related assignments and court calendars with the approval of the Director of Human Resources. Furloughs are not to alter existing MOU articles on benefit plan, leave, or merit step advancements. Furlough time shall be counted as time actually worked and shall not affect total service time in a regular position.

Section 2 – Notification

Whenever an appointing authority believes that a layoff will be necessary, the appointing authority shall submit a layoff plan to the Director of Human Resources for approval. The layoff plan shall include the anticipated number, classification, and position number of employees to be laid off and seniority list by classification of all affected employees. SBCPAA shall be provided with a copy of the layoff plan immediately upon approval by the Director of Human Resources. Once such a plan is approved, and an affected employee receives formal notification providing options of alternate positions, if applicable, the employee shall be entitled one work day to return their decision to the Appointing Authority or designee. Employees shall receive ten (10) working days notification prior to layoff.

Section 3 – Order of Layoff

Layoffs shall be made by classification within a department.

(a) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with the County. In the event of a tie in total time of continuous County service between two (2) or more employees, the order of layoff shall be determined at the discretion of the appointing authority. For purposes of this Article, all levels within an attorney classification series shall be considered together (i.e., for attorneys with regular status in an attorney series, layoffs shall be made on the basis of seniority as described above, irrespective of classification level in the series). Each series (currently including Deputy District Attorney, Deputy Public Defender, Legal Research, and Child Support) shall be considered separate.

(b) Before any reduction in the work force of regular employees occurs, all extra-help, recurrent, provisional, probationary, unclassified or other individuals without regular status in the affected classifications within the affected department shall be terminated. Among these groups, extra-help and recurrent employees shall be terminated first. For purposes of layoff, trainees and most recently hired dual appointments shall be treated the same as probationary employees. Employee status will be determined as of the date the layoff plan is approved by the Director of Human Resources.

(c) Probationary employees and employees temporarily assigned to perform the duties of a vacant higher level position, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification. Underfills shall have layoff rights in the underfill classification.

(d) Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. Filled junior positions will be defined as the number of filled positions within the affected classification equal to the number of positions identified for deletion within that classification in the approved layoff plan. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (h) of this Article.

(e) If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) within the affected department shall be approved. Reductions in classification shall first be made to the next lower classification outside of the attorney series in which the employee held regular status. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of employees bumping into the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.

(f) Employees are not eligible for reductions in classification to a trainee or underfill classification in a series. In the event a junior employee is bumped pursuant to (d) or (e) above, the employee being reduced may only replace a junior employee, or be placed in a vacant position, in the classification identified pursuant to (e) above within the affected department. The junior employee being bumped will be separated or reduced in classification. If the classification to which an eligible employee is first considered for reduction is not authorized in the department, or if the employee does not have seniority in that classification, reduction shall then be made to the next lower classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

(g) Employees in unclassified positions do not have a right to bump employees in classified positions. A classified employee may refuse to bump into an unclassified position without waiving the right to bump a more junior employee in the same or lower classification.

(h) If bumping results in an assignment which the employee considers to be undesirable, such employee may request:

(1) a voluntary demotion to a vacant position;

(2) a leave of absence with right to return to work; or

(3) a leave of absence without right to return to work, but placement on an eligible list.

(4) to voluntarily resign.

Any of these options require the approval of the Director of Human Resources.

Section 4 – Exception to Order of Layoff

Whenever an appointing authority believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the appointing authority may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the Director of Human Resources. If approved, SBCPAA shall be immediately provided with a copy of the request.

Section 5 – Employee's Rights While on Layoff

(a) During the first two (2) years following a layoff, laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be assured the right of an interview for vacant positions for which they meet certification requirements prior to final selection and appointment to said vacant positions within their previous department in the same or equivalent classification to the one in which the employee has previously held regular status.

(b) Any regular employee who is laid-off or reduced in classification as a result of a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Director of Human Resources for determination of eligibility. Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Rules.

Section 6 – List Placement and Training

Pursuant to Rule V, Section 3, of the Personnel Rules, the County will make every effort to place layoff employees on current eligible lists, either related or non-related to their former classification, for which the salary is equivalent or lower and for which they meet the minimum qualifications. When departments hire layoff employees for positions non-related to their former job classifications, the department will be encouraged to consider the probationary period for training purposes in the non-related field.

LEAVE PROVISIONS

Employees in all classifications in this Unit 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 (1) 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.

Section 1 – Sick Leave

(a) Definitions

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

(2) Immediate Family – Immediate family is defined as parent, child, spouse, domestic partner or child of domestic partner as defined by California Family Code Section 297, or any step relation defined herein.

(3) 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 relation as defined herein.

(b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. There shall be no limit on sick leave accumulation.

(c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(d) Administration

(1) Investigation – It shall be the responsibility and duty of each 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 Director of Human Resources or appointing authority (or their designees).

(2) Notice of Sickness – 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 shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the

appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

(3) Review – The Director of Human Resources or appointing authority (or their designees) may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(4) Proof – An original doctor's certificate or other adequate proof pending receipt of the original shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

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

(e) Sick Leave for Other Than Personal Illness/Injury

(1) Family Sick Leave – 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 (3) 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 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.

(f) Return-to-Work Medical Clearance

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

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

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

(iii) Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.

(2) 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 are eligible for reimbursement pursuant to the Expense Reimbursement Article.

(3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

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

(5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If the employee has provided adequate advance notice to their appointing authority or designee of a medical appointment that may result in the employee's release to work, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.

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

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

(h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust article.

(i) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave in pay periods 1 through 26 consecutively, (or 27 when applicable) and who do not record any sick leave without pay or absent without pay during those consecutive pay periods, shall receive a one (1) year's paid membership in a Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the lowest cost County approved facility, subject to carrier requirements and contract terms. In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the period of time the perfect attendance leave is credited to the employees leave balances until the end of pay period 26 (or 27 when applicable) . Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.

(j) Sick Leave Conversion Option – Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

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

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.

Section 3 – Vacation Leave

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

(b) Accumulation – Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Except as provided in Section 5 of this Article, 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; provided, however, that there shall be no prorating of the maximum accumulations.

Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,600 hours of continuous service from the employee's benefit date.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1,600 and through 8,320 service hours	80 hours	160 hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

(c) Administration

(1) Scheduling – Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave because of work urgency, the appointing authority will notify the Auditor-Controller/Treasurer/Tax Collector of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

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

(2) Minimum Charge – The minimum charge against accumulated vacation leave shall be one (1) hour. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

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

(4) Vacation Leave and Termination Date – Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

(5) During term of MOU only (i.e. two times), attorneys who use a total of eighty (80) hours of Vacation and/or Attorney Leave in the preceding year may pre-designate in December 2014 and December 2015 and elect to cash out up to sixty (60) hours of future Vacation Leave accruals (minimum 8 hour increments) in the following year, in accordance with IRS requirements (e.g., pre-designation). Further, employees who use a total of eighty (80) hours of Vacation and/or Attorney Leave, but have a Vacation Leave balance of less than sixty (60) hours at the time of pre-designation, may pre-designate to cash out up to an additional twenty (20) hours of Attorney Leave provided the total number of Vacation and Attorney Leave hours cashed out in the year does not exceed 100 and the annual leave cash out for each leave type (i.e., Vacation and Attorney) does not exceed 60. For example, an employee who only has a balance of 40 hours of Vacation Leave at the time of pre-designation may elect to cash out 40 hours of Vacation Leave and 60 hours of Attorney Leave, for a maximum of 100 hours.

(d) Prior Service – Employees in regular positions who have been employed in a public jurisdiction in a comparable position may receive credit for up to four (4) years (full time equivalent) 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 Director of Human Resources. Such requests must be made within one (1) year from the employee's hire date.

Section 4 – Holiday Leave

(a) Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

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

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

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. Appointing authorities have 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) Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.

(1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.

(2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.

(3) The employee must have been on an approved leave of absence for any unpaid hours.

(4) The employee must have not had any unauthorized leave.

(d) Holiday During Vacation or Other Period of Accrued Paid Leave – When a fixed holiday falls within a vacation period or other period of accrued paid leave, the holiday time shall not be charged against an employee's earned vacation benefits or other accrued paid leave. In no instance shall an employee be permitted to use vacation, sick or other accrued paid leave on a fixed holiday that the employee is not scheduled to work in order to accrue the holiday leave.

(e) Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

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

(g) Holiday Time Accrual –
Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

Section 5 – Leave Accruals While on Disability Leave

Employees receiving the benefits of workers' compensation or short-term disability insurance leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves must choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments within two (2) pay periods of the commencement of such leave. This election shall not be applied retroactively.

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

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 in Section 3 of this Article.

Section 6 – 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, an examination may be required by a physician or other competent authority designated by the Director of Human Resources or designee. If the examination report 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.

Section 7 – 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 County 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 the County 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 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 benefits while absent from County 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 – The County 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 County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Supervisors. During this period, the County 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 MOU. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full County 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. The County 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 (e) 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. 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. County 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 8 – 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 9 – Special Leaves of Absence Without Pay

(a) General Provisions

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

(1) Is 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 the County.

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

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

(b) Types of Leaves of Absence

There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Director of Human Resources or designee. Upon request, the appointing authority or designee and the Director of Human Resources or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of this Agreement.

(1) Leaves of Absence With Right to Return

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

(2) Family Leave

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

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits 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 County employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right to Return

(i) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the 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).

(ii) Return Process – An employee may return to the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Director of Human Resources. Alternatively, the employee may 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 of the Personnel Rules. If the employee does not return to a regular position within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from County service. The employee shall be required to serve a new probationary period. The Director

of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

(iii) Benefits Upon Return – An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain hire date and benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on the leave of absence without right to return.

To retain the above benefits, the employee must return to a regular position no later than 90 calendar days after the date of expiration of the leave of absence.

(4) Long Term Medical Leave of Absence

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

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

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return.

(ii) Upon return from a medical leave of absence, the employee shall retain hire date and benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on the leave of absence without right to return.

Section 10 – 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. Further, an employee shall be required to report to work on any day during the period of jury service that they are not required to report to jury duty. For example, if an employee is scheduled to work Friday but is not required to report to jury duty, the employee shall be required to report

to work. Employees volunteering to serve on a Grand Jury 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 7 of this Article.

Section 11 – Examination/Interview 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 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. An employee is not entitled to compensation for any examination process that occurs on a day that the employee is not scheduled to work. 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 12 – 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 the County.

Section 13 – Blood Donations

Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off to recover with pay, as necessary, provided the employee has received prior approval of the immediate supervisor to make the 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 apheresis donors may have up to four (4) hours off to recover with pay as necessary 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 apheresis donation must be presented to the appointing authority to receive this benefit.

Section 14 – Time Off for Voting

(a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.

(b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

(c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that time off for voting is desired, in accordance with this section.

Section 15 – Professional Requirements

Employees who become disqualified to practice law (e.g., fail to maintain active bar status) shall be immediately removed from duty. The employee so removed may use accrued leave for which they are eligible, at the discretion of the appointing authority, and may be subject to appropriate disciplinary action.

LIFE INSURANCE

(a) The County agrees to pay the premium for a term life insurance policy for each employee according to the table below. This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period.

Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours and shall continue for each 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. For pay periods in which the employee does not meet the paid hours requirement, the employee shall have the option of continuing life insurance coverage at the employee's expense.

Amount of Life Insurance	
Scheduled Hours from 40 to 60	**Scheduled Hours from 61 to 80**
$25,000	$50,000

(b) The County further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life in the amounts specified in the Certificate of Insurance.. New employees shall become initially eligible to participate in these programs 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.

(c) The County agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

MEAL PERIODS

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

MEDICAL AND DENTAL PLAN COVERAGE

Section 1 – Medical and Dental Plan Coverage

(a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the County. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled for forty (40) hours and received pay for at least one half plus one hour of scheduled hours.

(b) To continue enrollment in a County medical and dental plan, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours per pay period and have received pay for at least one half plus one hour of scheduled hours, be on approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this article, or be eligible for and have timely paid the premium for COBRA continuation coverage.

(c) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event

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

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

(f) Premiums for coverage will automatically be deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2 – Opt-out and Waive

(a) Employees eligible for medical and dental plan coverage who are also enrolled in a comparable group medical and/or dental plan sponsored by another employer may elect to opt-out of County-sponsored medical and/or dental coverage (opt-out).

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

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

(1) Employees who are scheduled for 61 to 80 hours per pay period and elect to opt-out or waive

County-sponsored medical coverage and continue to opt-out or waive will receive forty dollars ($40.00) per pay period; employees scheduled for 40 to 60 hours shall receive twenty dollars ($20.00) per pay period.

(d) The rules and procedures for electing to opt-out or waive County-sponsored medical and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

(1) Employees may elect to opt-out or waive County-sponsored medical and/or dental plan(s) within sixty (60) calendar days of becoming eligible for another employer-sponsored group plan. Verification of coverage is initially necessary but it will not be required during the next annual open enrollment period.

(2) Employees may elect to opt-out or waive County-sponsored medical and/or dental plan(s) during an annual open enrollment period. All employees newly electing to opt-out or waive during an annual open enrollment period, for reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage.

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

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

Section 3 – Medical Premium Subsidy

(a) The County has established a Medical Premium Subsidy (MPS) to offset a pre-determined portion of the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental plan premiums. The MPS amount payable to each eligible employee shall be based upon the lowest cost HMO plan for the level of coverage the employee selects in the County-sponsored medical plan (i.e., "employee only"; "employee + 1"; "employee + 2"). The applicable MPS amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has selected. 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 medical insurance premium for the coverage selected.

(b) Eligibility: Employees eligible for County medical coverage (i.e., in a regular position scheduled for a minimum of forty (40) hours per pay period) who are enrolled in a County-sponsored medical plan, are eligible to receive the Medical Premium Subsidy towards the cost of medical coverage; however, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the

MPS. For instance, an employee scheduled to work 80 hours per pay period must be paid at least 41 hours to be eligible to receive the MPS.

Employees shall receive the MPS in the following amounts:

Scheduled for 40 to 60 Hours		**Scheduled for 61 to 80 Hours**
Employee Only	$78.08	$156.17
Employee + 1	$162.21	$324.41
Employee + 2	$222.27	$444.53

Effective the first full pay period in the Benefit Plan Year 2015/16 (pay period 16/2015), MPS amounts shall increase to the following amounts per pay period:

Scheduled for 40 to 60 Hours		**Scheduled for 61 to 80 Hours**
Employee Only	$80.87	$161.75
Employee + 1	$172.84	$345.66
Employee + 2	$236.86	$473.70

Section 4 – Needles Medical Premium Subsidy

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

Section 5 - Eligibility for MPS While on Leave:

(a) FMLA/CFRA: Employees who are on approved leaves of absence pursuant to the FMLA and/or CFRA and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(b) above will continue to be enrolled in medical coverage and receive the MPS in accordance with applicable law.
An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g. an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS as provided by law, shall not be eligible for continuation of the MPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS as provided by law, shall not be eligible for the continuation of the MPS in the next rolling year.

(b) Pregnancy Disability Leave (PDL): An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS in accordance with applicable law.

(c) Workers' Compensation: Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, provided the employee has been receiving MPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. The twenty (20) pay periods of MPS shall run concurrent with any additional approved Workers'

Compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS for twenty (20) pay periods for an injury and after ten (10) pay periods another Workers' Compensation claim is approved and the employee receives the MPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

(d) Short Term Disability: Employees who are fully integrating paid leave time with Short Term Disability (STD) insurance provided by the County shall continue to receive the MPS.

MEDICAL EMERGENCY LEAVE

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

(a) The employee must have regular status with the County or one (1) year of continuous service in a regular position with the County.

(b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; 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' compensation 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 Attorney Leave 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 or Attorney Leave accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

(e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

(f) The definition of Medical Emergency Leave is an approved leave of absence due to a verifiable, long term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of 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 County's Occupational Health Officer or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.

(g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-Out, and Waive amounts) per the "one-half plus one" hours per pay period requirement of the Medical and Dental Plan Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

(h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, sick leave or retirement credit.

(i) Medical Emergency Leave hours will count towards the accountable hours used to determine Holiday Leave eligibility.

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

(k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:

(1) Employees who resign while on Medical Emergency Leave (i.e., an approved leave of absence due to a verifiable, long term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 160 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the estate of the deceased employee shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 160 hours at time of the employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 160 hours at the time of the employee's death shall be returned to the donor(s), in accordance with the procedures established by the County.

(2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall be eligible to retain up to 160 hours of unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Agreement, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 160 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 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. However, should the employee accrue paid leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of paid leave shall be required to use those paid leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued paid leave,

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

(m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

(n) All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

NON-DISCRIMINATION

SBCPAA agrees to represent all employees in this unit in their employer-employee relations with the County.

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of actual or perceived race, color, ancestry, sex, age, physical or mental disability, medical condition, national origin, sexual orientation, religion, political or labor organization affiliations, or other basis as required by federal, state, or local law.

The parties agree to support and promote the objectives of the County's Equal Employment Opportunity program.

OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Agreement and during the period of time any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Board of Supervisors (and after ratification by the Association but before the Board of Supervisors take action); neither SBCPAA nor County Administration, nor their authorized representatives, will appear before the Board of Supervisors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m. November 29, 2014, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue pay checks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by the County, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars ($25) or less, the overpayment will be recovered in one pay period. The Auditor-Controller/Treasurer/Tax Collector's office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee.

Upon receipt of notification, any employee who disputes the validity of the overpayment should immediately contact their departmental payroll clerk to settle the dispute. The County shall make a good faith effort to resolve the dispute prior to the recovery being taken. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1-1/2) times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the Auditor-Controller/Treasurer/Tax Collector's office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

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

In those situations where the employee has been underpaid by seven and one-half percent (7-1/2%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The departmental payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the appointing authority to the Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department for a prior pay period. For this Section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

In those situations where there has been both an underpayment and overpayment to an employee and the underpayment amount is larger than the overpayment, the employee will receive the difference in one lump sum.

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

PAYROLL DEDUCTIONS

It is agreed that SBCPAA membership dues and insurance premiums for plans sponsored by SBCPAA shall be deducted by the County from the pay warrant of each employee covered hereby who files with the County a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to SBCPAA within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The County shall not be liable to SBCPAA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. SBCPAA shall hold the County harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the County under this Article.

PREHEARING DISCUSSIONS

The parties agree that prior to submitting any matter within the appeal jurisdiction of the Civil Service Commission for adjudication, other than disciplinary matters, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions.

Upon declaration of impasse by either or both parties, the matter may be submitted to the Civil Service Commission within five (5) working days of such declaration.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the appeal procedure due to a lapse of time resulting from such pre-hearing discussions.

PROBATIONARY AND TRAINEE PERIODS

The probationary period for this unit is 2,080 hours, unless otherwise modified by this Agreement. The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

A trainee appointment is an appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period of time, as provided in the class specification unless specifically modified by this Agreement, during which the employee must qualify for the higher classification or be terminated.

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

Employees in the Deputy District Attorney, Deputy Public Defender, Child Support Attorney, or Legal Research Attorney series promoted from Deputy II to Deputy III or from Deputy III to Deputy IV shall immediately acquire regular status in the higher classification. An attorney hired as a new employee in a Deputy III, Deputy IV, Child Support Attorney III, Child Support Attorney IV, Legal Research Attorney III, or Legal Research Attorney IV classification shall serve a combined probationary and training period of 2,080 hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay. In situations where the employee is on military leave, modified duty, or is continuously absent for eighty (80) or more consecutive hours, because of occupational or non-occupational reasons, the probationary period may be extended at the discretion of the appointing authority. Such extension is in addition to the 15 pay period extension allowed by the Personnel Rules.

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%) salary increase (i.e., mathematically closest to 5%), whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range. At the discretion of the appointing authority and with the approval of the 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 Director of Human Resources or designee.

PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby. If any part or provision of this Agreement is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement.

RECRUITMENT/RETENTION SALARY ADJUSTMENT

The Director of Human Resources shall have the sole authority to recommend to the Chief Executive Officer application of a recruitment/retention salary adjustment for increased compensation only in situations where the Director of Human Resources or designated representative has determined such a need exists. Prior to implementation, the Director of Human Resources or designated representative shall meet and consult with the San Bernardino County Public Attorneys Association. Such recommendation is subject to the approval of the Chief Executive Officer and effective at the beginning of the first full pay period following Board of Supervisors review and approval.

REEMPLOYMENT

(a) A regular employee in the unit who has terminated County employment, and who is subsequently rehired in the same classification in a regular position within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of only the following: salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article on "Retirement Medical Trust") 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 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 Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

(b) A regular employee in the unit who has terminated County employment and who is subsequently rehired to a regular position in the same job family within one (1) year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of only the following: vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

(c) A regular employee outside of the unit who has terminated County employment, and who is subsequently

rehired to a regular position in the unit within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91st) day, may receive restoration of only the following: 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 Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

(d) Reemployment from Layoff – A regular employee who has been laid off from County employment and is subsequently rehired to a regular position within two (2) years shall, for purposes of this section only, be credited with years of service prior to layoff and thus shall receive restoration of vacation accrual rate and sick leave in the same manner as described above and restoration of the County contribution to the Retirement Medical Trust and Salary Savings Plan (457b), if applicable. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

(e) For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of County employment.

RELOCATION ASSISTANCE

(a) In-Service Relocation Assistance

Employees in regular positions who are required by order of their appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service or because of layoff will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars ($400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

(b) Recruitment Relocation Assistance

To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the appointing authority, the Human Resources Director may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with the County as follows:

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

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

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse the County for any payment made under this Article. If the employee

fails to reimburse the County, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other during the thirty-one (31) day period commencing 180 days prior to the expiration of this Agreement, any written request to commence negotiations, as well as its written proposals for such successor Agreement. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	No. and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

RETIREMENT MEDICAL TRUST FUND

A Retirement Medical Trust Fund will be established for eligible employees in the Attorney Unit. The Trust will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code (IRC). The Trust is administered by a Board of Trustees who manages resources of the Trust and determines applicable administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by participants or their eligible dependents, as defined by IRC Section 152, are properly reimbursed. The Trust will establish individual accounts for each participant who will be credited with interest earnings/losses based on the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including qualified medical insurance payments) will also be non-taxable to the participants or the eligible dependents.

Section 1 – Eligibility

(a) Eligible employees are those employees in the Attorney Unit who have contributed to the San Bernardino County Employees' Retirement Association (SBCERA) or other public entity retirement plan for more than ten (10) years and who have not withdrawn their contributions from those plans or those who receive a disability retirement. Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn.

Section 2 – Sick Leave Conversion Formula

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from employment with the County, other than death, in accordance with the conversion formula below.

Amount of Remaining Sick Leave Hours	Cash Formula Value
480 or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,300 hours	60%

Section 3 – County Contribution

Effective January 6, 2017, the County will contribute, on behalf of employees with more than ten (10) years of continuous County service in a regular position, an amount equal to one percent (1.0%) of such employees' base biweekly salary to the Trust. Employees who have completed more than fifteen (15) years of continuous County service in a regular position shall have one and one-quarter percent (1.25%) of their base biweekly salary contributed to the Trust by the County. Employees who have completed more than twenty (20) years of continuous County service in a regular position shall have one and one-half percent (1.5%) of their base biweekly salary contributed to the Trust by the County. Contributions to the Trust shall not be considered earnable compensation.

Section 4 - Death

Upon the death of an active employee with ten (10) years of continuous service from the most recent date of hire in a regular position, the estate of a deceased employee will be paid for unused sick leave balances according to the sick leave conversion formula of Section 2 of this article.

Section 5 – Trust Participant

Upon the death of an eligible individual who was previously employed in the Unit and separated from County service and became a participant of the Trust, the surviving spouse, if any, shall become his/her beneficiary who shall be entitled to the rights and benefits under the plan for the spouse and any dependent(s) of the participant. In the event there is no spouse, or upon the death of the surviving spouse, the beneficiary shall be the participant's remaining dependent(s), if any. If there is no surviving spouse or dependents of the participant, the amounts on deposit in the participant's account shall become the property of the Trust, which

shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Eligibility

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

Exception: Employees first hired at age 60 or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee shall contribute seven percent (7.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall be automatically enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership.

Section 2 – Employee Contributions

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

If hired prior to January 1, 2013, the employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the 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 pick up as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar ($1.00); and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

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

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

Any employee Retirement System contribution obligations shall be "picked up" for tax purposes only pursuant to this Section. The Auditor-Controller/Treasurer/Tax Collector shall implement the pickup of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

Section 3 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)

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

SALARY ADJUSTMENTS

Section 1

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

Section 2

Effective the first full pay period following the Board of Supervisors approval, the County shall add a new top step at approximately two and one-half percent (2.5%) above the R82 top rate. Employees who are at the existing step 15 of R82 on that date and have completed 2,080 service hours at that step and received a "Meets Job Standards" or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the Board of Supervisors approval of this MOU, are eligible to advance on that date. Employees who would have otherwise met the eligibility requirement (i.e., completed 2,080 service hours at the top step) who did not receive a "Meets Job Standards" or above on their most recent WPE in the 12 consecutive months prior pay period prior to Board of Supervisor approval, will advance to the new top step when they receive a "Meets Job Standards" on the WPE following the creation of the new top step.

Employees who are at the existing step 15 of R82 on the date of Board of Supervisors approval of this MOU, who have completed 2,080 service hours at that step, and who have not received a WPE in the previous 12 consecutive months prior, but who subsequently receive at least a "Meets Job Standards" WPE, shall be eligible to advance to the new top step retroactive to the designated step advance eligibility date.

SALARY ADMINISTRATION

Section 1 – Salary Rates and Step Advancements

(a) New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the appointing authority and above step 5 with the approval of the Director of Human Resources or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for

advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in Section 2, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Time without pay, including when the employee is receiving payments for disability or medical emergency leave payments, shall not count toward step advancements. Step advancements within a base salary range shall be based upon a one (1) step increment, not to exceed the final step of the range. Employees shall receive step advancement after a period not less than 1,040 hours of service nor more than 2,080 hours of service, provided the employee has not received an overall rating of Below Job Standards or Unsatisfactory. Attorney I's shall receive a step advancement after a period of 1,040 service hours provided the employee has not received an overall rating of Below Job Standards or Unsatisfactory.

The 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 Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

(b) In addition to the above, the following special provisions apply to the Child Support Attorney III classifications:

The County agrees to phase out R76X for Child Support Attorney IIIs and move the classification to R76. In addition, the County will establish the classification of Child Support Attorney IV at R82. As such, effective the first pay period following Board of Supervisors approval of this MOU, employees with more than two years on R76X shall be placed in the classification of Child Support Attorney IV and on the step in R82 that is the closest to their current salary rate and shall advance to the next step on R82 upon receipt of their next "Meets Standards" (or better) WPE (placement does not reset service hours). However, if the rate that is closest to their current salary is less than their current salary rate, the employees shall be x-stepped until their next WPE which reflects at least a "Meets Standards" at which time the employee shall advance to the next step on R82 that is closest to a 2.5% increase. Current employees in a Child Support Attorney III classification with less than two years at R76X, will remain in their current classification (i.e. Child Support Attorney III) and shall progress on R76X until they complete two years on R76X after which they shall be placed in the classification of Child Support Attorney IV (R82). Newly hired Child Support Attorneys and current Child Support Attorneys not yet at R76X as of November 21, 2014 shall progress to R76 (not R76X) and then promote to Child Support Attorney IV (R82).

Section 2 – Merit Advancements

Employees receiving an overall rating on their evaluation of "Meets Jobs Standards" or "Exceeds Job Standards" shall receive merit advancements within their base salary range, as provided below and in Section 1 of this Article.

Employees shall be evaluated within six (6) pay periods prior to being granted a step advancement. If the employee receives an evaluation with an overall rating of at least "Meets Job Standards," the employee shall receive the step advance on the designated step advance eligibility date. The appointing authority has the discretion to extend the step increase for a "Meets Standards" or "Exceeds Standards" employee to the maximum of 2,080 hours of service.

If the employee receives an evaluation after the designated step advance eligibility date and the overall rating is at least "Meets Job Standards," the employee shall receive the merit advancement retroactive to the designated step advance eligibility date.

If the employee receives an evaluation with an overall rating of "Below Job Standards" or Unsatisfactory," the step advance will be denied. If an employee's step is denied, the employee may be re-evaluated after three (3) or more pay periods after receiving a "Below Job Standards" or "Unsatisfactory" evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement effective at the beginning of the pay period in which said evaluation was administered. A step increase will not be granted until the employee receives a "Meets Standards" evaluation.

An employee with regular status may appeal the content of a work performance evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules. An employee in a probationary, trainee, or other non-regular position has no appeal rights.

Section 3 – Deputy Attorney and Legal Research Attorney Series

(a) Application – This Article shall apply to all deputy attorney and Legal Research Attorney (LRA) classifications. The term "Deputy" includes Deputy District Attorney and Deputy Public Defender.

(b) Service – The term "service" means service, which the appointing authority finds to be "Meets Standards" or "Exceeds Standards" in work performance and conduct.

(c) Hiring – With the approval of the Chief Executive Officer, experienced attorneys may be hired in a classification and at a variable entrance rate commensurate with demonstrated experience, ability, and the needs of the County. Attorneys without experience may be hired as Deputy I's at the appropriate entrance step of the applicable salary range as shown in the Article, "Salary Adjustment."

(d) Exceptional Service – An additional two (2) range increase or an additional four (4) range increase in salary may be paid to attorneys for outstanding ability or work for a period not to exceed 2,080 hours if such increase is: (1) jointly recommended by the appointing authority and the Chief Executive Officer; and (2) approved by the Board of Supervisors. Such additional compensation may be renewed each year and shall be designated Exceptional Service Compensation.

(e) Removal from Operation of Section – Upon request of the appointing authority and the approval of the Civil Service Commission, an attorney may be removed from the operation of this Article.

Section 4 – Merit Advancements for Deputy Attorney, Child Support Attorney, and Legal Research Attorney Series

(a) Deputy I, Child Support Attorney I, and LRA I – Upon completion of 1,040 hours of service, an attorney holding a Deputy I, Child Support Attorney I, or LRA I position shall be advanced one step increment to the next step within the applicable salary range. After an additional 1,040 hours of service, such attorney shall be promoted to a Deputy II, Child Support Attorney II, or LRA II classification. The Deputy, Child Support Attorney, or LRA shall be terminated if it is found that such promotion is not merited. An attorney hired as a Deputy I, Child Support Attorney I, or LRA I at some step other than step 1 because of experience, ability, or needs of the County may, after 1,040 hours of service, be promoted to a Deputy II, Child Support Attorney II, or LRA II classification upon the recommendation of the appointing authority.

(b) Deputy II, Child Support Attorney II, and LRA II – After a period of not less than 1,040 hours of service nor more than 2,080 hours of service in a Deputy II, Child Support Attorney II, or LRA II classification, an attorney shall be advanced one step increment. After an additional period of not less than 1,040 hours of service nor more than 2,080 hours of service, the Deputy, Child Support Attorney, or LRA shall be advanced one step increment. After an additional period of not less than 1,040 hours nor more than 2,080 hours of service, the Deputy, Child Support Attorney, or LRA shall be promoted to a Deputy III, Child Support Attorney III, or LRA III classification, or the Deputy, Child Support Attorney, or LRA shall be terminated if it is found that such promotion is not merited.

(c) Deputy III, Child Support Attorney III, and LRA III – Those promoted to Deputy III, Child Support Attorney III, or LRA III from Deputy II, Child Support Attorney II, or LRA II shall immediately acquire regular status in the higher classification. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service in a Deputy III, Child Support Attorney III, or LRA III classification, an attorney shall be advanced one step increment. After an additional like period of service, the Deputy, Child Support Attorney, or LRA shall be advanced one step increment. Except as provided in Section 2 of the Salary Adjustments Article, after an additional like period of service, an attorney shall be promoted to a Deputy IV, Child Support Attorney IV, or LRA IV classification.

An attorney hired as a new employee in a Deputy III, Child Support Attorney III, or LRA III classification shall serve a combined probationary and training period of 2080 hours. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service in a Deputy III, Child Support Attorney III, or LRA III classification, an attorney shall be advanced one step increment. After an additional like period of service the Deputy, Child Support Attorney, or LRA shall be advanced one step increment. Except as provided in Section 2 of the Salary Adjustments Article, after an additional like period of service the attorney shall be promoted to a Deputy IV, Child Support Attorney IV, or LRA IV classification.

(d) Deputy IV, Child Support Attorney IV, and LRA IV – Those promoted to Deputy IV, Child Support Attorney IV, or LRA IV from Deputy III, Child Support Attorney III, or LRA III shall immediately acquire regular status in the higher classification. For attorneys who have attained regular status, step advancements shall be in one step increment, after completion of each additional period of not less than 1,040 hours of service nor more than 2,080 hours of service until the top step for the classification is reached.

An attorney hired as a new employee in a Deputy IV, Child Support Attorney IV, or LRA IV classification shall serve a combined probationary and training period of 2080 hours. After a period of not less than 1,040 hours of service nor more than 2,080 hours of service in a Deputy IV, Child Support Attorney IV, or LRA IV classification, an attorney shall be advanced one step increment. After each additional like period of service of not less than 1,040 hours of service nor more than 2,080 hours of service the Deputy, Child Support Attorney, or LRA shall be advanced one step increment, , until the top step for the classification is reached.

SALARY SAVINGS PLAN CONTRIBUTIONS

Attorney Unit employees who have attained regular status shall be eligible for the benefits of this section. Bi-weekly contributions by employees to the County's Section 457(b) Salary Savings Plan up to one-half percent (0.5%) of the employee's bi-weekly base salary will be matched by a County contribution on the basis of one-half times the employee's contribution. The County contribution shall not exceed one-half percent (0.5%) of the employee's bi-weekly base salary.

Upon completion of fifteen (15) years of continuous service in a regular position with the County, bi-weekly contributions by employees to the County's Section 457(b) Salary Savings Plan up to three quarters of a percent (0.75%) of the employee's bi-weekly base salary will be matched by a County contribution on the basis of one-half times the employee's contribution. The County contribution shall not exceed three quarters of a percent (0.75%) of the employee's bi-weekly base salary.

Upon completion of twenty (20) years of continuous service in a regular position with the County, bi-weekly contributions by employees to the County's Section 457(b) Salary Savings Plan up to one percent (1%) of the employee's bi-weekly base salary will be matched by a County contribution on the basis of one-half times the employee's contribution. The County contribution shall not exceed one percent (1%) of the employee's bi-weekly base salary.

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, vision, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

(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 on an approved leave pursuant to Section 5 of the Medical and Dental Plan Coverage Article.

(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 payroll 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 the County's Section 125 Plan Document. The employee must submit a 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.

SHORT-TERM DISABILITY

The County agrees to pay the premium for short-term disability insurance for all employees in regular positions budgeted for forty (40) or more hours per pay period who have completed at least two (2) pay periods of continuous service, each with a minimum of one-half plus one of scheduled hours of regular paid time. The short-term disability insurance plan benefit coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin and require

employee cooperation with the efforts of the Center for Employee Health and Wellness by providing the information and documentation required to establish and continue the payment of disability benefits. Benefits shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate when the employee is no longer disabled, or after fifty-two (52) weeks of disability.

Other benefit conditions shall be determined exclusively by the County consistent with State Disability Insurance practices.

SPECIAL DUTY PAY

Section 1 – Purpose

Special Duty Pay is designed to compensate employees for being available to handle after-hours issues that arise. Assignment and approval of Special Duty shall be made by the appointing authority or designee based upon the needs of the service.

Section 2 – Requirements and Compensation

When an employee is assigned Special Duty by the appointing authority, the employee shall be informed of the dates and inclusive hours of such assignment; the employee shall be compensated at the rate of $4.00 per hour for each full hour of duty or portion thereof so assigned; and such compensation shall be included in the pay for the pay period in which it is earned. Special Duty Pay shall only be paid for hours assigned outside of regularly scheduled work hours, i.e., Monday through Friday, 8:00 a.m. – 5:00 p.m.

Special Duty Pay requires that the employee so assigned: 1) to be ready to respond immediately to calls for service; 2) to be reachable by telephone; 3) to remain within a specified distance from his or her work station; and 4) to refrain from activities which might impair his or her ability to perform assigned duties.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

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

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

Assignment Criteria

(a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board

of Supervisors. The appointing authority certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.

(b) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

Compensation

(a) Compensation shall be awarded in pay period increments.

(b) Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Administration Article. The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a work performance evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

(c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Director of Human Resources or designee will determine the amount in increments of one-half percent (0.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half percent (7.5%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved.

Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will Temporary Performance Compensation be granted retroactively.

Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources or designee. Denial of compensation due to assignment [Compensation Subsection (c)] shall not be subject to review, appeal, or the grievance procedure.

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

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding shall expire and otherwise by fully terminated at 12:00 (midnight), on January 20, 2017; provided, however, that between December 1, 2015 and December 31, 2015, SBCPAA may request to open on economic issues. Should SBCPAA request to reopen on economic issues between December 1, 2015 and December 31, 2015, the parties shall meet and confer in good faith, and once tentative agreement is reached on all items of negotiations, the parties shall prepare a written amendment or modification incorporating all negotiated agreements. If a successor Memorandum of Understanding has not been reached by 12:00 (midnight), of January 20, 2017, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted under the provisions of the Employee Relations Ordinance, whichever occurs sooner.

TIME AND LABOR REPORTS

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

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

TUITION REIMBURSEMENT AND MEMBERSHIP DUES

Section 1 – Preamble

In conjunction with SBCPAA, the County has established tuition reimbursement and membership dues programs to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as County employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article.

Section 2 – Tuition Reimbursement and Membership Dues

The County agrees to establish an individual departmental fund in the amount of four hundred dollars ($400.00) per year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of County or continuing education goals.

Effective the first full pay period in January of 2015 and the first full pay period of January 2016, the County shall reduce the amount per year each unit employee may receive as reimbursement for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), from four hundred dollars ($400.00) to two hundred and seventy-five dollars ($275.00).

Upon the expiration of this MOU, the individual department fund of two hundred and seventy-five dollars ($275.00) per year for each eligible employee shall revert back to the four hundred dollars ($400.00) per year for each eligible employee, unless the parties specifically agree to continue the two hundred and seventy-five dollars ($275.00) in a successor MOU.

Section 3 – Bar Dues

The County agrees to reimburse each employee in a regular position budgeted for more than forty (40) hours in a pay period for costs associated with renewal of membership in the California State Bar Association, such reimbursement not to exceed four hundred dollars ($400.00) each fiscal year.

Section 4 – Administration

Requests for reimbursement must be approved in advance by the appointing authority and shall not be paid in increments less than ten dollars ($10.00) per fiscal year. Employee initiated education or career development normally shall not occur during regular work hours except that which has the prior approval of the appointing authority.

Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of “C” or better or “pass” when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

Section 5 – Professional Educational Expense Allowance

During the term of this agreement only, the County agrees to make an annual payment of one thousand dollars ($1,000.00) to full-time employees in paid status who are in regular positions in pay period 1 of each year (i.e., eligible employees would receive an allowance payment of $1,000 in January 2015 and another allowance payment of $1,000 in January 2016). Employees who are not in paid status shall receive the full allowance upon their return to paid status, provided, however, that the employee returns to paid status during the term of the MOU. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours.

The Professional Educational Expense Allowance is provided to compensate employees for career development costs related to maintaining their California State Bar License. Generally, it will be utilized for expenses related to meeting their annual Minimum Continuing Legal Education (MCLE) requirement including all travel expenses, meals and lodging, as well as necessary reference materials.

The Professional Educational Expense Allowance provided under this Section shall continue for the duration of this MOU only, unless the parties specifically agree to continue it in a successor MOU.

USE OF BULLETIN BOARDS

The County will furnish a reasonable portion of existing bulletin board space for notices of SBCPAA. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

(a) Scheduled SBCPAA meetings, agenda and minutes.

(b) Information on SBCPAA elections and the results.

(c) Information regarding SBCPAA social, recreational, and related news bulletins.

(d) Reports of official business of SBCPAA, including reports of committees or the Board of Directors.

Posted notices and notices distributed via the County's interoffice mail system, or placed in an employee's County mailbox shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the County or its relations with County employees. All notices to be posted must be dated and signed by an authorized representative of SBCPAA, with a copy to be submitted (delivered or faxed) to the Employee Relations Division Chief or designee for review prior to posting or distribution through the County's mail room. The County reserves the right to immediately remove any notice that it believes does not meet the guidelines established in (a) through (d), or otherwise violates this Article.

County equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County employees during their regular work time. SBCPAA may utilize the County's interdepartmental mail system provided SBCPAA picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the County, and SBCPAA holds the County harmless against any loss or delays in delivery.

In cases where SBCPAA represents more than one (1) authorized employee representation Unit at a work

location, the space described above will become the bulletin board space for all employees represented by SBCPAA at that work location.

USE OF COUNTY RESOURCES

SBCPAA will be granted permission to use County facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with County needs. Permission to use County facilities must be obtained by SBCPAA from the appropriate appointing authority. SBCPAA shall be held fully responsible for any damages to and the security of any County facilities that are used by SBCPAA. No County vehicles, equipment, time, or supplies may be used in connection with any activity of SBCPAA, except as may be otherwise provided in this Agreement.

The printing of five hundred (500) Memoranda of Understanding shall be undertaken by competitive bid with the costs jointly shared by the County and by SBCPAA.

VISION CARE INSURANCE

Subject to carrier requirements, the County will pay the premiums for vision care insurance for employees (employee-only coverage) in regular positions scheduled and paid at least forty-one (41) hours per pay period, or if the County is required to continue such paid coverage pursuant to the FMLA. If an employee is no longer eligible for County-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid (i.e., non-compensated) time off work without losing fringe benefits (e.g., Medical Premium Subsidy, Opt-Out/Waive amount, Vision, RMT contribution, Life Insurance) which depend on the employee being in a paid status. The following conditions apply:

(a) VTO may be taken at the discretion of the appointing authority in one (1) hour increments and is limited to eighty (80) hours per calendar year.

(b) Existing leave balances, excluding sick leave, must equal or exceed the amount of VTO being requested.

(c) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following calendar year.

(d) VTO time counts as time worked toward satisfying the required hours to receive the fringe benefits, such as Medical Premium Subsidy, Opt-Out.Waive amount, County-paid Life Insurance, and County-paid Vision Care.

(e) Contribution to the retirement system under the Retirement System Contribution Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives sufficient earnings to fully satisfy the employee's share of his/her retirement contribution, if any, in that pay period, subject to applicable law.

(f) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with

Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.

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

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

WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by SBCPAA during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the County of San Bernardino, or any curtailment of work, disruption, or interference with the operations of the County of San Bernardino, including such actions taken out of sympathy or support for any other person who is on strike or because of the presence of any picket line maintained by another person. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the County is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement, unless such work disruptions occur.

APPENDIX A - APPROVAL BY BOARD OF SUPERVISORS

ATTORNEY UNIT MOU
2014-2017

This Agreement is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

DATED: 11/20/14

COUNTY OF SAN BERNARDINO

Bob Windle
Assistant Director of Human Resources

SAN BERNARDINO COUNTY PUBLIC ATTORNEYS ASSOCIATION

Rod Curbelo
Chief Negotiator

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

ANDREW LAMBERTO
Director of Human Resources

GREGORY C. DEVEREAUX
Chief Executive Officer

BOARD OF SUPERVISORS

JANICE RUTHERFORD, Chair

NOV 2 1 2014
Date

APPENDIX B – SALARY ADJUSTMENTS

ATTORNEY UNIT MOU
2014-2017

JOB CODE	CLASSIFICATION TITLE	RANGE
19787	Child Support Attorney I	60
19788	Child Support Attorney II	69
19789	Child Support Attorney III	76
	Child Support Attorney IV	82
04120	Deputy District Attorney I	60
04125	Deputy District Attorney II	69
04130	Deputy District Attorney III	76
04135	Deputy District Attorney IV	82
04160	Deputy Public Defender I	60
04165	Deputy Public Defender II	69
04170	Deputy Public Defender III	76
04175	Deputy Public Defender IV	82
12112	Legal Research Attorney I	60
12113	Legal Research Attorney II	69
12114	Legal Research Attorney III	76
12116	Legal Research Attorney IV	82

Appendix C - Salary Schedule - Attorney Unit 2014-2017

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
60	29.58	30.32	31.08	31.76	32.08	32.14	32.21	32.27	32.34	32.40	34.10					
69	34.02	34.87	35.74	36.49	36.60	36.71	36.82	36.93	37.67	38.42	39.19					
76	39.02	40.00	41.00	41.41	41.82	42.24	42.66	43.09	43.52	43.96	44.40	44.84	45.29	45.74	46.20	
76X**	43.17	44.97	46.84	47.95	49.18	50.44	51.73	53.42	54.79	56.19	57.63	59.11	60.63	62.18	63.78	
82	47.74	48.93	50.15	51.40	52.69	54.01	55.36	56.74	58.16	59.61	61.10	62.63	64.20	65.81	67.46	69.15

** Range to remain in effect until phased out

SIDE LETTER AGREEMENT

Range Restructure and Step Adjustments

1. The County of San Bernardino (County) agrees to implement the new salary schedule the first full pay period following the Board of Supervisors approval of the Memorandum of Understanding (MOU). Employees currently at a salary rate that does not exist in the new salary structure will be placed on the closest step on their current range that will provide an increase. Employees shall be eligible to advance to the next step, if applicable, after the appropriate number of service hours (e.g., 1,040 or 2,080) from their most recent merit advancement. This new step placement will not reset an employee's service hours.

2. Additionally, the County agrees that employees hired before April 16, 2013, who are on range 69 (excludes R60, R76, R76X, and R82) and by virtue of the step process described in paragraph one above do not receive at least 2.5% wage increase, may be considered for a rate adjustment, subject to Human Resources Director authority under the existing MOU provision, Salary Administration. Following a rate adjustment, employees shall be eligible to advance to the next step in accordance with the requirements of the Salary Administration article of the MOU. (Note: Employees who, by virtue of the step placement process in paragraph one above, are placed at the top step of R69, will not be considered for a rate adjustment.)

APPROVAL

On behalf of the San Bernardino County Public Attorneys Association

Rodrigo Curbelo — 11/20/2014

Rod Curbelo — Date

On behalf of the County of San Bernardino

Bob Windle — 11/20/14

Bob Windle, Asst. Director of Human Resources — Date

Human Resources Department