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ORDINANCE NO.

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

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

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

13.0613 Salaries and Working Conditions of the Exempt Group.

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

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

(1) APPOINTING AUTHORITY refers to the department head of the employee's department as specified in Section 10 of Article II of the County Charter and County Code section 12.2400. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 (4) List of Exempt Group Classifications.

25 (A) Exempt—Executive County Administrators.

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

28

EXECUTIVE COUNTY ADMINISTRATORS

Job Code	Classifications	Benefit Group	Annual Salary Effective 2/25/23	Annual Salary Effective 2/24/24	Annual Salary Effective 2/22/25	Annual Salary Effective 2/21/26
04237	Director of Airports	B	\$185,185	\$190,741	\$196,463	\$202,357

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

EXECUTIVE COUNTY ADMINISTRATORS					
Job Code	Classifications	Benefit Group	Salary Grade Effective 2/10/24	Salary Grade Effective 2/24/24, 2/22/25 & 2/21/26	
01115	Agricultural Commissioner/Sealer	B	85B	85B	
03489	Assistant Executive Officer	B	101B	101B	
10030	Assistant Executive Officer - Human Services	B	101B	101B	
13111	Behavioral Health Medical Director	C	119C	119C	
03485	Chief Executive Officer	B	116B	116B	
01246	Chief Information Officer	B	97B	97B	
03515	Chief Probation Officer	B	93B	93B	
03310	Clerk of the Board of Supervisors	B	84B	84B	
03488	County Chief Financial Officer	B	100B	100B	
03487	County Clerk ¹	N/A	N/A	N/A	
03495	County Counsel	B	107B	107B	
03500	County Librarian	B	86B	86B	
04228	Director of Aging and Adult Services	B	88B	88B	
04237	Director of Airports	B	83B	83B	
04383	Director of Arrowhead Regional Medical Center	B	118B	118B	
04300	Director of Behavioral Health	B	97B	97B	
04255	Director of Child Support	B	92B	92B	
04260	Director of County Museum	B	81B	81B	
04273	Director of Economic Development	B	83B	83B	
04276	Director of Fleet Management	B	81B	81B	
10004	Director of Human Resources	B	98B	98B	
04320	Director of Land Use Services	B	91B	91B	
18200	Director of Preschool Services	B	87B	87B	
04340	Director of Public Works	B	97B	97B	
04356	Director of Purchasing	B	82B	82B	
04365	Director of Real Estate Services	B	86B	86B	
18143	Director of Risk Management	B	84B	84B	
04386	Director of Transitional Assistance	B	92B	92B	
04390	Director of Veterans' Affairs	B	81B	81B	

04250	Director, Children and Family Services	B	97B	97B
04280	Director, Community Development and Housing	B	86B	86B
18160	Director, Regional Parks	B	89B	89B
04278	Director, Workforce Development	B	83B	83B
04272	Economic Development Administrator	B	92B	92B
16345	Public Defender	B	101B	101B
08048	Public Health Director	B	97B	97B
18080	Registrar of Voters	B	87B	87B
*Salary for this position is set at \$1, not a salary grade.				

(B) Exempt—Associate Administrators.

ASSOCIATE ADMINISTRATORS				
Job Code	Classification	Benefit Group	Salary Grade Effective 2/10/24	Salary Grade Effective 2/24/24, 2/22/25 & 2/21/26
01061	Administrative Analyst I	D	56D	56D
01066	Administrative Analyst II	C	66C	66C
01068	Administrative Analyst III	C	73C	73C
01060	Administrative Analyst Trainee	D	45T_D	45T_D
01289	ARC Administrative and Financial Manager	C	73C	73C
01292	ARC Project Administrator	C	57C	57C
01288	ARC Public and Legislative Affairs Officer	C	62C	62C
19173	ARMC Associate Chief Financial Officer	C	83C	83C
19160	ARMC Chief Financial Officer	B	100B	100B
01621	ARMC Chief Operating Officer	B	102B	102B
19145	ARMC Finance and Budget Officer	C	77C	77C
03024	Assistant Cash Manager/Investment Officer	D	66D	66D
03098	Assistant Agricultural Commissioner/Sealer	C	75C	75C
01280	Assistant Assessor	B	82B	82B
01286	Assistant Auditor-Controller/Treasurer /Tax Collector	B	84B	84B
01380	Assistant Chief Information Officer	C	92C	92C
01297	Assistant Chief Probation Officer	C	85C	85C

1	12149	Assistant County Librarian	C	73C	73C
2	04229	Assistant Director of Aging and Adult Services	C	78C	78C
3	04238	Assistant Director of Airports	C	73C	73C
4	01373	Assistant Director of Behavioral Health	C	86C	86C
5	04254	Assistant Director of Child Support	C	85C	85C
6	04257	Assistant Director of Children and Family Services	C	85C	85C
7	10019	Assistant Director of Human Resources	C	87C	87C
8	04321	Assistant Director of Land Use Services	C	84C	84C
9	18219	Assistant Director of Preschool Services	C	78C	78C
10	04331	Assistant Director of Public Health	C	86C	86C
11	04342	Assistant Director of Public Works	C	92C	92C
12	04355	Assistant Director of Purchasing	C	77C	77C
13	04393	Assistant Director of Real Estate Services	C	81C	81C
14	18144	Assistant Director of Risk Management	C	77C	77C
15	04391	Assistant Director of Transitional Assistance	C	84C	84C
16	04286	Assistant Director of Workforce Development	C	78C	78C
17	01410	Assistant District Attorney	B	97B	97B
18	01622	Assistant Hospital Administrator - Ambulatory Services	C	74C	74C
19	03114	Assistant Public Defender	B	97B	97B
20	01294	Assistant Recorder	B	82B	82B
21	18079	Assistant Registrar of Voters	C	78C	78C
21	01532	Assistant Sheriff	C	93C - SAF	93C - SAF
22	19172	Associate Chief Nursing Officer	C	86C	86C
23	01625	Associate Hospital Administrator Professional Services	C	86C	86C
24	01599	ATC Project Administrator	C	57C	57C
25	01666	Auditor-Controller/Treasurer/Tax Collector Division Chief	C	78C	78C
26	01668	Auditor-Controller/Treasurer/Tax Collector Manager	C	71C	71C
27	15054	Banking & Settlement Compliance Manager	D	62D	62D
28	01067	Board of Supervisor's Administrative Analyst	B	73B	73B

1	10000	BOS Chief of Staff	B	84B	84B
2	02027	Building Official	C	82C	82C
3	19957	Business Solutions Division Chief	C	82C	82C
3	01076	Chief Administrative Analyst	C	80C	80C
4	03070	Chief Appraiser	C	78C	78C
5	01340	Chief Assistant County Counsel	B	100B	100B
5	03107	Chief Assistant District Attorney	B	100B	100B
6	03512	Chief Communications Officer	B	89B	89B
7	04302	Chief Compliance Officer - Behavioral Health	C	76C	76C
8	03099	Chief Deputy Clerk of Board of Supervisors	C	73C	73C
9	01264	Chief Deputy County Museum	C	65C	65C
10	19522	Chief Deputy Director of Sheriff's Administration	C	91C	91C
11	03105	Chief Deputy District Attorney	C	94C	94C
11	03115	Chief Deputy Public Defender	C	94C	94C
12	03116	Chief Deputy Recorder	C	78C	78C
13	03120	Chief Deputy Registrar of Voters	C	65C	65C
14	03021	Chief Deputy Treasurer	C	80C	80C
14	05177	Chief Engineering Geologist	C	74C	74C
15	15025	Chief Information Security Officer	C	92C	92C
16	03111	Chief Learning Officer	B	81B	81B
16	19165	Chief Medical Information Officer	C	107C	107C
17	19166	Chief Medical Officer	C	114C	114C
18	19164	Chief Nursing Officer	C	93C	93C
18	16382	Chief of Animal Care and Control	C	81C	81C
19	03175	Chief of Assessment Services	C	78C	78C
19	03083	Chief of Clinical Operations	C	73C	73C
20	03499	Chief of County Counsel's Administration	C	70C	70C
21	03106	Chief of District Attorney's Administration	C	73C	73C
22	10002	Chief of Environmental Health Services	C	81C	81C
23	13138	Chief of Homeless Services	B	81B	81B
24	04290	Chief of Operations Community Revitalization	B	83B	83B
25	01077	Chief of Project Management	C	81C	81C
26	03195	Chief of Public Defender's Administration	C	70C	70C
27	03221	Chief Public Works Engineer	C	88C	88C
28	03078	Child Support Chief Attorney	C	91C	91C

1	03278	Children's Network Officer	C	69C	69C
2	10025	Code Enforcement Chief	C	82C	82C
3	03388	Communications Officer	C	66C	66C
4	12151	Community Services Finance and Operations Chief	C	73C	73C
5	03503	County Chief Operating Officer	B	102B	102B
6	01062	County Compliance, Ethics and Privacy Officer	C	76C	76C
7	03496	County Counsel Research Attorney I	C	62T_C	62T_C
8	03497	County Counsel Research Attorney II	C	71C	71C
9	01078	County HIPAA Security Officer/Assistant Privacy Officer	C	72C	72C
10	03504	County Labor Relations Chief	B	92B	92B
11	13274	County Marketing, Media & Communications Coordinator	D	59D	59D
12	19863	County Surveyor	C	84C	84C
13	03150	Departmental IS Administrator	C	80C	80C
14	19961	Deputy Chief of Business Solutions Development	C	77C	77C
15	16401	Deputy Chief of Community Health Services	C	76C	76C
16	16275	Deputy Chief Probation Officer	C	81C	81C
17	04085	Deputy County Counsel I	C	64T_C	64T_C
18	04095	Deputy County Counsel II	C	73T_C	73T_C
19	04100	Deputy County Counsel III	C	80T_C	80T_C
20	04105	Deputy County Counsel IV	C	86C_C	86C_C
21	04107	Deputy County Counsel V	C	89C_C	89C_C
22	13124	Deputy Director Behavioral Health Administrative Services	C	83C	83C
23	03153	Deputy Director of Behavioral Health Program Services	C	83C	83C
24	12121	Deputy Director of Governmental & Legislative Affairs	B	73B	73B
25	18182	Deputy Director of Regional Parks	C	77C	77C
26	04287	Deputy Director of RES Facilities Management	C	74C	74C
27	04394	Deputy Director of RES Leasing & Acquisition	C	76C	76C
28	01074	Deputy Director of RES Project Management	C	77C	77C
	18146	Deputy Director of Risk Management	C	71C	71C
	04124	Deputy Director, Administrative	C	75C	75C

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	Services			
04299	Deputy Director, Behavioral Health Quality Management	C	83C	83C
04256	Deputy Director, Child Support	C	74C	74C
18162	Deputy Director, Children and Family Services	C	74C	74C
04119	Deputy Director, Community Development and Housing	C	74C	74C
04118	Deputy Director, Department of Aging and Adult Services	C	74C	74C
04282	Deputy Director, Economic Development	C	74C	74C
18201	Deputy Director, Preschool Services	C	74C	74C
18167	Deputy Director, Program Development	C	74C	74C
04288	Deputy Director, Public Works	C	88C	88C
01331	Deputy Director, Sheriff's Coroner Division	C	75C - SAF	75C - SAF
18163	Deputy Director, Transitional Assistance	C	74C	74C
04275	Deputy Director, Workforce Development	C	74C	74C
04060	Deputy Executive Officer	B	91B	91B
16411	Deputy Public Information Officer	C	66C	66C
03493	Director of Governmental & Legislative Affairs	B	83B	83B
16278	Director of Probation Administration	C	80C	80C
04289	Director of Project and Facility Management	B	87B	87B
19162	Director of Public Relations and Marketing	C	68C	68C
04402	District Attorney Assistant Chief Investigator	C	83C - SAF	83C - SAF
04395	District Attorney Chief Investigator	C	89C - SAF	89C - SAF
04406	District Attorney, Public Affairs Officer	C	73C	73C
06041	Economic Development Manager	C	69C	69C
16111	EMACS Manager	C	71C	71C
05145	Emergency Medical Services Assistant Administrator	C	70C	70C
01615	EPIC Systems Administrator	C	82C	82C
06035	Field Representative	B	63B	63B
03506	Finance and Administration	D	58D	58D

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	Projects Coordinator			
03502	Government Relations Analyst	C	66C	66C
08040	Health Officer	C	101C	101C
08050	Healthcare Program Administrator	D	70D	70D
13126	Homeless Services Officer	C	72C	72C
06062	Housing Agency Finance Officer	C	66C	66C
04291	Housing Development Manager	C	68C	68C
05108	HS Administrative Manager	D	60D	60D
04414	HS Auditing Chief	C	75C	75C
05101	HS Program Integrity Division Chief	C	74C	74C
16103	Human Capital Management Project Manager	D	68D	68D
16119	Human Resources Administrative Manager	C	73C	73C
16095	Human Resources Analyst I	D	60D	60D
16098	Human Resources Analyst II	D	68D	68D
16100	Human Resources Analyst III	C	71C	71C
16094	Human Resources Analyst Trainee	D	47T_D	47T_D
16091	Human Resources Assistant	D	33D	33D
10027	Human Resources Deputy Director	C	84C	84C
16110	Human Resources Division Chief	C	80C	80C
16115	Human Resources Business Partner I	D	65T_D	65T_D
16116	Human Resources Business Partner II	C	72C	72C
16101	Human Resources Investigator	D	68D	68D
16109	Human Resources Manager	C	75C	75C
16093	Human Resources Specialist	D	41D	41D
16092	Human Resources Technician	D	35D	35D
03023	Indigent Defense Analyst	D	56D	56D
15024	IT Chief Finance Officer	C	80C	80C
01302	IT Deputy Chief	C	77C	77C
15022	IT Division Chief	C	82C	82C
15023	IT Finance Officer	C	71C	71C
15020	Information Services Security Officer	C	78C	78C
15033	Investment Analyst	D	64D	64D
15032	Investment Analyst Trainee	D	51T_D	51T_D
01667	Investment Officer	C	73C	73C
05092	Labor Negotiator	C	80C	80C
03511	Labor Relations Analyst	D	60D	60D
12102	Legislative Analyst	C	66C	66C

1	04267	Marketing and Events Manager	C	62C	62C
2	03176	Network Services Division Chief	C	82C	82C
3	19656	Organizational Development Business Partner	C	63C	63C
4	01250	Planning Director	C	82C	82C
5	09999	Principal Administrative Analyst	C	77C	77C
6	16220	Principal Appraiser	C	69C	69C
7	03100	Principal Assistant County Counsel	B	94B	94B
8	10024	Principal Management Analyst	B	84B	84B
9	19856	Probation Health Services Manager	C	81C	81C
10	16360	Public Health Chief Financial Officer	C	81C	81C
11	16358	Public Health Division Chief	C	80C	80C
12	16385	Public Health Medical Director	C	97C	97C
13	16410	Public Information Officer	B	83B	83B
14	04341	Public Works Chief Financial Officer	C	80C	80C
15	01638	Quality and Accreditation Administrator	C	88C	88C
16	16389	Quality and Compliance Officer	C	75C	75C
17	18031	Real Estate Services Manager	C	67C	67C
18	18141	Risk Assessment Officer	C	70C	70C
19	01600	SAP Chief	C	80C	80C
20	16102	Senior Human Resources Investigator	C	72C	72C
21	03509	Senior Labor Relations Analyst	C	72C	72C
22	03510	Senior Labor Relations Officer	C	75C	75C
23	04207	Sheriff's Deputy Director of Administrative Services	C	84C	84C
24	19521	Sheriff's Administrative Manager	C	73C	73C
25	19465	Sheriff's Captain	C	83C - SAF	83C - SAF
26	19460	Sheriff's Deputy Chief	C	88C - SAF	88C - SAF
27	19518	Sheriff's Executive Officer of Corrections and Support Services	C	88C	88C
28	19520	Sheriff's Financial Manager	C	80C	80C
	19507	Sheriff's Health Services Administrator	C	84C	84C
	04123	Special Assistant Deputy District Attorney	C	88C	88C
	04126	Special Assistant to the District Attorney	B	97B	97B
	03505	Strategic Initiatives Chief	C	80C	80C
	19196	Strategy and Business	C	77C	77C

	Development Officer			
19822	Supervising Deputy County Counsel	C	92C	92C
16120	Supervising Human Resources Business Partner	C	75C	75C
16096	Supervising Human Resources Technician	D	43D	43D
21005	Undersheriff	B	98B - SAF	98B - SAF
17351	Victim Services Chief	C	71C	71C

(C) Exempt—Executive Assistants.

EXECUTIVE ASSISTANTS				
Job Code	Classification	Benefit Group	Salary Grade Effective 2/10/24	Salary Grade Effective 2/24/24, 2/22/25 & 2/21/26
01059	Administrative Aide (K)	C	57C	57C
03101	Administrative Aide to the County Counsel	C	57C	57C
01598	Auditor-Controller/Treasurer/Tax Collector Executive Assistant	C	57C	57C
05282	CEO Executive Assistant	C	62C	62C
05281	CEO Executive Assistant - Unclassified	C	60C	60C
16019	County Counsel Law Clerk	C	58C	58C
19046	County Counsel Lead Secretary	D	48D	48D
03498	County Counsel Paralegal	D	50D	50D
03507	County Counsel Senior Paralegal	D	54D	54D
05320	Executive Assistant	D	57D	57D
05291	Executive Administrative Assistant	D	49D	49D
05300	Executive Secretary I	D	40D	40D
05305	Executive Secretary II	D	45D	45D
05306	Executive Secretary II – Unclassified	C	45C	45C
05311	Executive Secretary III – Classified	D	50D	50D
05312	Executive Secretary III – Unclassified	C	50C	50C
05256	Executive Secretary, Board of Supervisors	C	52C	52C
03280	Secretary, Civil Service Commission	D	45D	45D
05290	Senior Executive Administrative Assistant	C	56C	56C
19540	Sheriff's Special Assistant	C	57C	57C

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

4 (5) Salary Rates and Step Advancements.

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

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

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

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

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

6 (B) Implementation of Classification Study Results.

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

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

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

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

1 new range. The employee shall be eligible to advance to the next step upon receiving a
2 satisfactory rating after completion of 1,040 hours, in accordance with the requirements
3 of Subsection 13.0613(c)(4)(A). Subsequent step advances shall be administered in
4 accordance with Subsection 13.0613(c)(4)(A).

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

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

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

27 An employee demoted for non-disciplinary reasons shall be placed
28 on a step closest to, but not less than, their current base rate of pay on the salary range

1 of the classification to which the employee demotes, not to exceed the top step of the
2 applicable range, with the approval of the appointing authority and the Director of Human
3 Resources.

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

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

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

28 (d) Job Sharing and Part-time Employment. The County will make reasonable

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

9 (e) Hours of Work.

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

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

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

28 (A) Definition. OVERTIME shall be defined as all hours actually

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

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

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

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

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

27 (E) Work Period. The work period for purposes of overtime
28 commences at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday of

1 each week. The pay period and workweek may be adjusted in accordance with FLSA
2 requirements.

3 (f) Insurance Programs.

4 (1) Medical and Dental Coverage Insurance.

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

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

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

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

27 (E) Dependent(s) must be removed mid-plan year when a
28 dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules,

1 for example, divorce, over-age dependent, or termination of domestic partnership.

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

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

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

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

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

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

28 (I) Employees eligible for County-sponsored dental plan

1 coverage who are also enrolled in a comparable group dental plan sponsored by another
2 employer or are covered by a spouse, domestic partner, or parent who is also employed
3 with the County may elect to discontinue enrollment in their County-sponsored dental
4 plan.

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

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

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

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

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

24 (V) There must be no break in the employee's medical
25 and/or dental plan coverage between the termination date of the other employer group
26 coverage and enrollment in a County sponsored medical and/or dental plan. Terms and
27 conditions of the applicable plan will determine the required retroactive enrollment period
28 and premiums required to implement coverage. Failure to notify the County of loss of

1 group coverage within 60 calendar days will require the employee to pay their insurance
2 premiums retroactively on an after-tax basis.

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

15 (2) Term Life Insurance.

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

24 (B) Voluntary Life Insurance. In accordance with the procedures
25 established by Human Resources, eligible employees may purchase, through payroll
26 deductions, term life insurance subject to carrier requirements. New employees shall
27 become initially eligible to participate in this program on the first day of the pay period
28 following the pay period in which the employee is in paid status. Participation will continue

1 as long as premiums are paid timely. If the employee does not have sufficient earnings
2 to cover the deduction for premiums, the employee must make alternative payment
3 arrangements that are acceptable to Human Resources.

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

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

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

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

1 benefits will be provided subject to carrier requirements and will be administered by
2 Human Resources.

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

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

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

25 (g) Leave Provisions.

26 (1) Sick Leave. Sick leave with pay is an insurance or protection
27 provided by the County to be granted in circumstances of adversity to promote the health
28 of the individual employee. It is not an earned right to time off from work. SICK LEAVE

1 is defined to mean the authorized absence from duty of an employee because of physical
2 or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease,
3 for a medical, optical, or dental appointment, for certain purposes related to being a victim
4 of domestic violence, sexual assault or stalking, or other purpose authorized herein.

5 (A) Definition.

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

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

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

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

1 accumulated sick leave shall be 15 minutes.

2 (D) Administration.

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

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

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

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

26 (IV) Proof. A doctor's certificate or other adequate proof
27 shall be provided by the employee in all cases of absence due to illness if requested by
28 the appointing authority. All requests for proof of illness shall be made in compliance with

1 the Labor Code and other law.

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (IV) Exceptions to the above requirements may be made

1 on a case-by- case basis by the Center for Employee Health and Wellness.

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

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

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

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

28 (I) Separation. Unused sick leave shall not be payable upon

1 separation of the employee, except as provided in the Retirement Medical Trust Fund,
2 Subsection 13.0613(k)(4) and as provided below.

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

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

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

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

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

24 (2) Vacation Leave.

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

1 appointing authority.

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

9

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

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

23 (C) Administration.

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

28 (II) The minimum charge against accumulated vacation

1 leave shall be 15 minutes. Vacation leave shall be compensated at the employee's base
2 rate of pay, except as otherwise provided in this Plan.

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

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

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

19 (E) Conversion of Vacation Leave to Cash.

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

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

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

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

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

14 (3) Holiday Leave.

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

17 January 1

18 Third Monday in January

19 Third Monday in February

20 Last Monday in May

21 June 19

22 July 4

23 First Monday in September

24 Second Monday in October

25 November 11

26 Thanksgiving Day

27 Day after Thanksgiving

28 December 24

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December 25

December 31

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

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. 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 80 hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

(C) Maximum Holiday Leave Accrual Balance

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

(II) Effective pay period 14 of calendar year 2022, the maximum holiday leave accrual balance will increase to 120 hours. The maximum holiday leave balance that may be carried over to a future calendar year shall be 120 hours. However, employees with a grandfathered balance of more than 120 hours shall carry over their maximum grandfathered accrual balance in accordance with Subsection

1 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in excess of the employee's
2 maximum holiday leave accrual balance at the end of the calendar year shall be cashed
3 out and paid in accordance with Subsection 13.0613(g)(3)(G)(II).

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

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

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

15 (G) Conversion of Holiday Leave to Cash.

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

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

24 Option 1. Future Accruals. An employee must make an
25 irrevocable election during the month of December, specifying the number of hours to be
26 sold back from the next calendar year's holiday time accrual. Such election must be made
27 in increments of not less than eight hours and may not exceed the annual amount to be
28 accrued for the next calendar year. All designated hours remaining in the last pay period

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

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

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

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

21 An employee on an approved leave of absence without pay
22 under this provision will continue to receive the benefits outlined in Subsection
23 13.0613(k)(1)(B)(III) for a period of six pay periods. Certification from a health care
24 provider is required for all instances of medical leave under this provision. Employees
25 are required to inform supervisors of the need for leave at least 30 days before
26 commencement where possible.

27 In instances where the leave is for the birth or placement of a
28 child and both husband and wife are County employees, both employees are limited to a

1 total of 12 weeks between them.

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

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

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

21 (iii) Benefits Upon Return. An employee who
22 returns to a regular position within 90 days after the expiration of the leave of absence
23 without right to return shall retain his or her hire date for purposes of leave accruals and
24 step advances; except that the employee will not receive service credit for the period of
25 time the employee is on the leave of absence without right to return. To be reemployed
26 and retain the above benefits, the employee must be appointed to a position no later than
27 90 calendar days after the date of expiration of the leave of absence. The 90 days shall
28 run concurrently with the first 90 days of the one-year period provided in the

1 reemployment subdivision.

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

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

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

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

24 (ii) Upon return from a medical leave of absence,
25 the employee shall retain hire date for purposes of leave accruals and step advances;
26 except that the employee will not receive service credit for the period of time the employee
27 is on the medical leave of absence.

28 (5) Medical Emergency Leave. The particulars of the Medical

1 Emergency Leave policy are as follows:

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

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

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

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

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

1 week is eligible for a maximum donation of 520 hours of Medical Emergency Leave.

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

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

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

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

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

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

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

26 (D) Full-Time Active Duty. Employees who resign from positions
27 to serve in the Armed Forces for more than 180 days, shall have a right to return to former
28 classification upon serving written notice to the appointing authority, no later than 90 days

1 after completion of such service. Returning employees are subject to a
2 physical/psychological examination. Should such employee's former classification have
3 been abolished, then the employee shall be entitled to a classification of comparable
4 functions, duties, and compensation if such classification exists, or to a comparable
5 vacant position for which the employee is qualified.

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

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

20 (E) Compensation. This provision does not include an
21 employee's attendance for inactive duty, commonly referred to as weekend reserve
22 meetings, muster duty, or drills. Employees must use their own time to attend such
23 meetings. Should the meetings unavoidably conflict with an employee's regular working
24 hours, the employee is required to use vacation or holiday leave, leave without pay, or
25 make up the time. Employees who are called in for a medical examination to determine
26 physical fitness for military duty must also use vacation leave, leave without pay, or make
27 up the time. Employees cannot be required to use their accrued leave. Any employee
28 meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or

1 compensation for the first 30 calendar days of any such leave. Pay for such purposes
2 shall not exceed 30 days in any one fiscal year and shall be paid only for the employee's
3 regularly scheduled workdays that fall within the 30 calendar days.

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

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

27 (8) Political Leave. Any employee who is a declared candidate for public
28 office (i.e., a candidate who has filed the appropriate documents) shall have the right to

1 a leave of absence without pay with or without right to return for a reasonable period to
2 campaign for the election. Such leave is subject to the conditions governing special
3 leaves of absence without pay contained herein.

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

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

24 (11) Witness Leave. Employees in regular positions shall be entitled to a
25 leave of absence from work when subpoenaed to testify as a witness, such subpoena
26 being properly issued by a court, agency, or commission legally empowered to subpoena
27 witnesses. This benefit shall not apply in any case in which the subpoenaed employee
28 is a party to the action or the subpoena has arisen out of the employee’s scope of

1 employment. Witness leave shall not be charged against any accumulated leave
2 balances and shall be compensated at the employee's base hourly rate. This benefit will
3 be paid only if the employee has demanded witness fees at the time of service of the
4 subpoena, and such fees are turned over to the County.

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

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

19 (13) Bereavement Leave. Employees in regular positions may use up to
20 two days paid leave, not charged to the employee's personal leave balances, per
21 occurrence for bereavement due to the death of an employee's family member as defined
22 in Subsection 13.0613(g)(1)(A)(I) except for a person "designated" by the employee for
23 sick leave purposes. One additional day shall be granted if the employee travels over
24 1,000 miles from his or her residence to the bereavement service(s). This additional day
25 shall not be charged to the employee's personal leave balances. The appointing authority
26 may request verification of distance traveled. All employees are entitled to a total of 5
27 days of unpaid bereavement leave. The five days of leave shall include paid leave under
28 this section, and use of sick leave as defined in section 13.0613(g)(1)(E)(II) above.

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

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

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

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

27 Employees who are fully integrating paid leave time with disability benefit(s)
28 will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay

1 period and have no unapproved leave for the pay period. Employees who are partially
2 integrating or not integrating paid leave time with disability benefits will be paid for
3 holidays in accordance with the holiday leave provisions in Subsection 13.0613(g)(3).

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

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

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

25 Requests for special assignment compensation may be initiated by the appointing
26 authority or an employee via the appointing authority. The appointing authority and the
27 employee bear mutual responsibility for initiating the compensation request in a timely
28 manner and adhering to the compensation provisions defined in this provision. It is

1 important to obtain Human Resources Department review of the request in advance of
2 the date the employee begins the assignment, since there is no guarantee that the
3 request will be approved. Special assignment compensation is to be effective only with
4 the Director of Human Resources written approval, assignment of the greater level of
5 duties, and signed acceptance by the employee.

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

11 (j) Expenses Incurred in Conducting County Business and Expense
12 Reimbursement.

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

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

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

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

4 (3) Travel Authorization.

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

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

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

14 (4) Authorization for Attendance at Meetings.

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

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

22 (5) Records and Reimbursements.

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

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

27 (I) Subsistence, except as otherwise provided in this
28 subdivision;

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

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

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

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

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

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

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

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

20 (6) Transportation Modes.

21 (A) The general rule for selection of a mode of transportation is
22 that mode which represents the lowest expense to the County. Where an employee is
23 given the choice between several means of travel (e.g., use of County vehicle vs. own
24 personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more
25 costly, the employee shall only be reimbursed for the lesser cost option. For example, if
26 an employee chooses to drive his or her own vehicle when offered a County vehicle, the
27 employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an
28 airplane is less than the cost of driving, the employee shall only be reimbursed for the

1 amount the County would have paid for the flight.

2 (B) Travel via Private Automobile.

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

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

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

24 (C) Travel via Air.

25 (I) Commercial Aircraft. When commercial aircraft
26 transportation is approved, the "cost of public carrier" shall mean the cost of air coach
27 class rate including tax and security surcharges. Travel via charter aircraft shall be limited
28 to emergencies, or when other types of transportation are impractical or more expensive.

1 Specific prior approval for travel via charter aircraft must be obtained from the Chief
2 Executive Officer or designee.

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

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

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

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

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

23 (D) Travel via Rental Vehicles. Reimbursement will be provided
24 for the cost of a rental vehicle used for business purposes if such use is approved by the
25 appointing authority. Rental vehicles are covered for liability and vehicle physical damage
26 under the County's self-insurance program. Reimbursement will not be provided for the
27 additional costs incurred if any employee purchased any additional insurance or signs a
28 collision damage waiver (CDW) when renting a vehicle for County business. Requests

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

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

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

12 (7) Subsistence.

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

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

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

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

8 (II) Without receipts. An employee may be reimbursed for
9 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars
10 (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15 percent
11 gratuity.

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

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

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

23 (k) Medical Insurance and Retirement System Contributions.

24 (1) Medical Insurance Contributions.

25 (A) Section 125 Premium Conversion Plan.

26 (I) Eligible employees shall be provided with a Section
27 125 premium conversion plan. The purpose of the plan is to provide employees a choice
28 between paying premiums with either pre-tax salary reductions or after-tax payroll

1 deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the
2 Internal Revenue Service (IRS) specified limit) and accidental death and dismemberment
3 insurance premiums currently maintained for Exempt Group employees or any other
4 programs(s). The amount of the pre-tax salary reduction or after-tax payroll deduction
5 must be equal to the required insurance premium.

6 (II) Medical and dental coverage elections shall not reduce
7 earnable compensation for purposes of calculating benefits or contributions for the
8 SBCERA.

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

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

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

22 (B) Medical and Dental Subsidies.

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

1 premium for the coverage selected.

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

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

3
4
5
6 Effective July 13, 2024, the MPS amounts for employees scheduled for 61 to 80
7 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by
8 100% of the benefit plan year premium increase of the County's Blue Shield Signature
9 HMO. This new MPS amount shall be the new basis for subsequent years. For example,
10 if the 2024/2025 Benefit Plan Year premium for the Employee-Only tier increases by \$20
11 per pay period, the MPS amount will increase by \$20 per pay period (i.e., 100% of \$20)
12 and the total MPS for the Employee-Only tier will be \$330.75. Employees scheduled for
13 40 to 60 hours will receive an amount equal to one-half of the MPS for employees
14 scheduled for 61 to 80 hours.

15 Effective July 12, 2025, the MPS amounts for employees scheduled for 61 to 80
16 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by
17 100% of the benefit plan year premium increase of the County's Blue Shield Signature
18 HMO. This new MPS amount shall be the new basis for subsequent years.

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

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

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

27
28 (II) The County has established a dental premium subsidy

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

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

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

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

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

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

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

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

6 (2) Retirement System Contributions.

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

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

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

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

1 (C) Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

6 The Retirement Medical Trust Fund will be administered by Human
7 Resources as the plan administrator in accordance with the plan document and applicable
8 law.

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

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

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

24 (C) County Contribution. The County will contribute to the RMT
25 as follows:

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

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

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

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

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

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

28 If the reimbursement is approved and paid to the employee, and the employee

1 leaves the County prior to completing two years of County service after completing the
2 job-related education or coursework, the employee will reimburse the County according
3 to the following schedule:

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

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

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

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

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

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

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

20 (I) A qualifying degree.

21 (II) Current statements from an unpaid loan.

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

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

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

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

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

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

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

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

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

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

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

23 (3) Restrictions

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

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

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

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

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

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

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

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

15 (4) Program Details

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

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

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

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

28 Should a classified employee's position be abolished, the County will make

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

9 (o) Automobiles.

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

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

18 (2) All County employees in Benefit Groups A and B, Assistant Sheriffs
19 and Sheriff's Deputy Chiefs, the District Attorney Chief Investigator, and effective January
20 14, 2023 the Assistant Chief Probation Officer in a paid status shall receive a biweekly
21 automobile allowance in the amount of \$461.54 with no mileage reimbursement, provided
22 they are not assigned a County vehicle pursuant to Subsection 13.0613(o)(1) above and
23 they provide a private vehicle for their own use on County business. An employee who
24 becomes eligible or ineligible for this benefit in the middle of a pay period will receive a
25 prorated sum of automobile allowance. Employees selecting this allowance shall be
26 required to have a vehicle available at all times for use on County business. This
27 allowance shall be considered complete reimbursement for the acquisition, insurance,
28 maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

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

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

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

20 (q) Contributions to Salary Savings Plan.

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

1 County contribution of two times the employee's contribution. The County contribution
2 shall not exceed six percent of an employee's biweekly base salary.

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

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

15 (r) Employment Interview Expenses and Moving Reimbursement.

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

24 (2) Moving Expense Reimbursement.

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

1 moving expenses for the Chief Executive Officer. Reimbursement of moving expenses
2 in excess of \$10,000.00 must be approved by the Board of Supervisors.

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

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

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

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

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

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

1 (s) Peace Officer Standards and Training Pay.

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

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

18 (3) Rates.

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

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

27 (B) Effective January 21, 2017, the County added the flat dollar
28 amounts in the table above to the then existing base rate of pay to establish a higher base

1 rate of pay for the employees described in this section who obtained an Advanced
2 Certificate and/or a Supervisory Certificate, or a higher POST certificate, or a master's
3 degree. Once the new higher base rate of pay was established, the County established
4 a new POST Pay of two percent. Effective January 16, 2021, the County shall establish
5 a new POST Pay of three percent. The initial granting of this POST increase to three
6 percent is subject to the discretion of the Chief Executive Officer based on the availability
7 of financial resources. Effective January 29, 2022, the County shall establish a new
8 POST Pay of four percent. Effective January 28, 2023, the County shall establish a new
9 POST Pay of five percent. Effective January 27, 2024, the County shall establish a new
10 POST Pay of six percent. Effective January 25, 2025, the County shall establish a new
11 POST Pay of seven percent.

12 (C) Effective July 18, 2020, the County shall establish a new
13 POST base pay for employees who obtain a Management POST Certificate. This POST
14 base pay shall be approximately \$1.79 per hour above POST base pay effective July 18,
15 2020, for a Supervisory Certificate or a master's degree. The initial establishment of this
16 new POST base pay for a Management POST certificate is subject to the discretion of
17 the Chief Executive Officer based on the availability of financial resources.

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

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

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

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

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

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

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

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

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

1 level position; and

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

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

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

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

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

- 12 (1) The recommendation was procured by corruption, fraud, or other
13 undue means;
- 14 (2) There was corruption on the part of the hearing officer;
- 15 (3) The rights of a party were substantially prejudiced by the misconduct
16 of the neutral hearing officer;
- 17 (4) The hearing officer exceeded his or her powers;
- 18 (5) The rights of a party were substantially prejudiced by the refusal of
19 the hearing officer to postpone the hearing upon sufficient cause being shown therefore,
20 or by the refusal of the hearing officer to properly include or exclude evidence material to
21 the controversy.

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

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

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

3 (w) Reemployment.

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

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

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

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

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

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

14 (x) Recruitment and Referral Bonus Programs.

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

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

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

1 recruitment bonuses in accordance with the following:

2 (A) Bonus Amount and Method of Payment.

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

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

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

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

19 (B) Limitations and Exclusions.

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

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

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

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

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

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

16 (C) Limitations and Exclusions.

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

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

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

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

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

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

9 (y) County Counsel Legal Service Classification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 (cc) Portable Communication Device Allowance. All County employees in

1 Benefit Groups A and B in a paid status, shall receive a biweekly portable communication
2 device allowance in the amount of \$92.31. An employee who becomes eligible or
3 ineligible for this benefit in the middle of the pay period will receive a prorated amount.

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

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

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

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

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

27 (hh) Voluntary Time Off. The Voluntary Time Off (VTO) Program is intended to
28 provide Exempt Group employees a means of taking unpaid (i.e., non-compensated) time

1 off work, without losing the following benefits: medical premium subsidy, dental premium
2 subsidy, opt-out/waive amount, vision care, retirement medical trust employer
3 contribution, and life insurance which depend on the employee being in a paid status.

4 The following conditions apply:

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

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

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

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

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

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

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

28 (6) VTO may be taken by request of the employee and upon approval of

1 the appointing authority.

2 (ii) Retirement Incentive. Eligible employees in identified classifications that
3 meet the requirements for a service retirement from the San Bernardino County
4 Employees' Retirement Association (SBCERA) and who retired on or before June 30,
5 2009, are eligible to receive a retirement incentive in the amount of \$250.00 for each
6 completed quarter of a year of current continuous service in a regular position with the
7 County, payable in five annual payments after retirement. Such annual payments shall
8 be made in July of each year. The Chief Executive Officer may exclude from eligibility
9 classifications or positions assigned to organizational units that must remain filled.

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

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

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

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

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

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

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

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

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

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

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

- 18 • HS Auditing Chief
- 19 • Auditor-Controller/Treasurer/Tax Collector Manager
- 20 • Auditor-Controller/Treasurer/Tax Collector Division Chief

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

26 (nn) Behavioral Health Medical Director Differential. The Behavioral Health
27 Medical Director shall receive a five percent differential above the employee's base rate
28 of pay provided such employee is certified as a Diplomate by the American Board of

1 Psychiatry and Neurology. The differential shall be paid for all hours actually worked up
2 to 80 hours per pay period.

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

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

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

18 (pp) Captains who are released from active duty but are required by the Sheriff's
19 Department or District Attorney to provide notice where they can be reached and to be
20 able to return to active duty when required by the department shall be assigned to
21 administrative duty. While on administrative duty, an employee shall be free to use the
22 time for his or her own purposes.

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

26 Assignment of administrative duty and approval of compensation shall be made by
27 the appointing authority based upon the needs of the department. Administrative duty
28 shall be compensated at the rate of three hundred ninety dollars (\$390.00) per pay period.

1 Captains assigned administrative duty shall receive the pay if the employee works a
2 minimum of twenty-four (24) hours during the pay period that the employee is assigned
3 to administrative duty. Said compensation is exclusive of any other compensation and
4 shall not count as hours worked.

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

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

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

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

3 (ss) Modified Benefit Option (MBO).

4 (1) General Provisions.

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

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

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

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

16 (2) Modified Benefit Option Wage Differential.

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

20 (B) The wage differential shall be considered as part of the base
21 hourly rate when calculating the following: County contribution to the employee's
22 Retirement Medical Trust (RMT) account, County match to employee's contribution to
23 457(b) Deferred Compensation Plan, County match to employee's contribution to
24 County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g.,
25 Retention Pay, POST), sick leave conversion cash-out pursuant to Subsections
26 13.0613(g)(1)(l) and 13.0613(k)(4), and other leave cash-outs if any. Provided below is
27 an example of how the County's contribution to the RMT would be calculated:

28 Example: Employee with 17 years of continuous County service and

1 an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate
2 is \$70 per hour. This employee is eligible for a County contribution to the RMT equal to
3 3.75% of the employee's base bi-weekly salary. The County contribution to the RMT is
4 calculated as follows:

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

7 $\$5,824 \times 3.75\% \text{ Contribution Rate} = \218.40

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

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

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

17 (B) Medical Premium Subsidy (MPS).

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

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21 Effective July 15, 2023, the MPS amounts for employees who
22 select the MBO shall increase to the following amounts per
23 pay period:

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

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27 Effective February 10, 2024 through July 11, 2026, the MPS
28 amounts for employees enrolled in the MBO will be based on

1 a percent of the MPS amounts for the Traditional Benefit
 2 Option (i.e., 71% Employee Only; 82% Employee + 1; 82%
 3 Employee + 2).

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

9 (4) Paid Time Off (PTO).

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

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

Service Hours	Annual PTO Allowance	Approximate Accrual Rate Per Pay Period	Maximum PTO Accrual That May Be Carried Over to a Future Calendar Year	Maximum Combined Vacation and PTO Accrual That May be Carried Over to a Future Calendar Year
0 through 8,320 service hours	120 hours	4.62 hours	272 hours	374 hours*

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Over 8,320 through 18,720 service hours	160 hours	6.15 hours	362 hours	480 hours*
Over 18,720 service hours	200 hours	7.69 hours	452 hours	586 hours*

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

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

(C) Administration.

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

4 (II) PTO for Sick Leave Purposes. When PTO has been
5 requested for sick leave purposes, PTO shall be administered according to Subsection
6 13.0613(g)(1)(D).

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

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

13 (E) PTO Cash-Out.

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

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

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

1 subject to a ten percent penalty.

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

6 (F) Accrual Carryover Following Benefit Change.

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

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

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

22 (ii) Vacation Cash-Out. Employees who met the
23 eligibility requirements for the vacation cash-out prior to selecting the MBO, and
24 pre-designated to cash-out vacation leave during the required pre-designation period while
25 in the traditional benefit option, shall remain eligible to cash-out vacation leave. However,
26 employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation
27 leave while enrolled in the MBO unless employee intends to convert to the traditional
28 benefit option during next calendar year's open enrollment period and start accruing

1 vacation that calendar year.

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

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

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

23 (ii) PTO Cash-Out. Employees who met the
24 eligibility requirements for the PTO cash-out prior to converting from the MBO to the
25 traditional benefit option and pre-designated to cash-out PTO during the required pre-
26 designation period while in the MBO, shall remain eligible to cash-out PTO. However,
27 employees enrolled in the traditional benefit option shall not be eligible to pre-designate
28 to cash-out PTO while enrolled in the traditional benefit option unless employee intends

