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**ORDINANCE NO. 4466**

**An ordinance of San Bernardino County, State of California, to amend Sections 13.0613, 13.0617a and 13.0617m of the San Bernardino County Code relating to compensation and working terms and conditions for the Exempt Group, Sheriff's Trainees and Law Clerk.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25           (4) List of Exempt Group Classifications.

26           (A) Exempt—Executive County Administrators.

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

| 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 <sup>1</sup>                     | 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   |

|  |       |   |   |      |      |
|--|-------|---|---|------|------|
| 1  | 04386 | Director of Transitional Assistance         | B | 92B  | 92B  |
| 2  | 04390 | Director of Veterans' Affairs               | B | 81B  | 81B  |
| 3  | 04250 | Director, Children and Family Services      | B | 97B  | 97B  |
| 4  | 04280 | Director, Community Development and Housing | B | 86B  | 86B  |
| 5  | 18160 | Director, Regional Parks                    | B | 89B  | 89B  |
| 6  | 04278 | Director, Workforce Development             | B | 83B  | 83B  |
| 7  | 04272 | Economic Development Administrator          | B | 92B  | 92B  |
| 8  | 16345 | Public Defender                             | B | 101B | 101B |
| 9  | 08048 | Public Health Director                      | B | 97B  | 97B  |
| 10   | 18080 | Registrar of Voters                         | B | 87B  | 87B  |
| <sup>1</sup> 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   |  |
| 12149                    | Assistant County Librarian                           | C             | 73C                            | 73C   |  |
| 04229                    | Assistant Director of Aging and Adult Services       | C             | 78C                            | 78C   |  |

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|----|-------|---|---|-----------|-----------|
| 1  | 04238 | Assistant Director of Airports                            | C | 73C       | 73C       |
| 2  | 01373 | Assistant Director of Behavioral Health                   | C | 86C       | 86C       |
| 3  | 04254 | Assistant Director of Child Support                       | C | 85C       | 85C       |
| 4  | 04257 | Assistant Director of Children and Family Services        | C | 85C       | 85C       |
| 5  | 10019 | Assistant Director of Human Resources                     | C | 87C       | 87C       |
| 6  | 04321 | Assistant Director of Land Use Services                   | C | 84C       | 84C       |
| 7  | 18219 | Assistant Director of Preschool Services                  | C | 78C       | 78C       |
| 8  | 04331 | Assistant Director of Public Health                       | C | 86C       | 86C       |
| 9  | 04342 | Assistant Director of Public Works                        | C | 92C       | 92C       |
| 10 | 04355 | Assistant Director of Purchasing                          | C | 77C       | 77C       |
| 11 | 04393 | Assistant Director of Real Estate Services                | C | 81C       | 81C       |
| 12 | 18144 | Assistant Director of Risk Management                     | C | 77C       | 77C       |
| 13 | 04391 | Assistant Director of Transitional Assistance             | C | 84C       | 84C       |
| 14 | 04286 | Assistant Director of Workforce Development               | C | 78C       | 78C       |
| 15 | 01410 | Assistant District Attorney                               | B | 97B       | 97B       |
| 16 | 01622 | Assistant Hospital Administrator - Ambulatory Services    | C | 74C       | 74C       |
| 17 | 03114 | Assistant Public Defender                                 | B | 97B       | 97B       |
| 18 | 01294 | Assistant Recorder  | B | 82B       | 82B       |
| 19 | 18079 | Assistant Registrar of Voters                             | C | 78C       | 78C       |
| 20 | 01532 | Assistant Sheriff   | C | 93C - SAF | 93C - SAF |
| 21 | 19172 | Associate Chief Nursing Officer                           | C | 86C       | 86C       |
| 22 | 01625 | Associate Hospital Administrator Professional Services    | C | 86C       | 86C       |
| 23 | 01599 | ATC Project Administrator                                 | C | 57C       | 57C       |
| 24 | 01666 | Auditor-Controller/Treasurer/Tax Collector Division Chief | C | 78C       | 78C       |
| 25 | 01668 | Auditor-Controller/Treasurer/Tax Collector Manager        | C | 71C       | 71C       |
| 26 | 15054 | Banking & Settlement Compliance Manager                   | D | 62D       | 62D       |
| 27 | 01067 | Board of Supervisor's Administrative Analyst              | B | 73B       | 73B       |
| 28 | 10000 | BOS Chief of Staff  | B | 84B       | 84B       |
|    | 02027 | Building Official   | C | 82C       | 82C       |
|    | 19957 | Business Solutions Division Chief                         | C | 82C       | 82C       |
|    | 01076 | Chief Administrative Analyst                              | C | 80C       | 80C       |
|    | 03070 | Chief Appraiser   | C | 78C       | 78C       |
|    | 01340 | Chief Assistant County Counsel                            | B | 100B      | 100B      |
|    | 03107 | Chief Assistant District Attorney                         | B | 100B      | 100B      |

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|----|-------|---|---|-------|-------|
| 1  | 03512 | Chief Communications Officer                      | B | 89B   | 89B   |
| 2  | 04302 | Chief Compliance Officer -Behavioral Health       | C | 76C   | 76C   |
| 3  | 03099 | Chief Deputy Clerk of Board of Supervisors        | C | 73C   | 73C   |
| 4  | 01264 | Chief Deputy County Museum                        | C | 65C   | 65C   |
| 5  | 19522 | Chief Deputy Director of Sheriff's Administration | C | 91C   | 91C   |
| 6  | 03105 | Chief Deputy District Attorney                    | C | 94C   | 94C   |
| 7  | 03115 | Chief Deputy Public Defender                      | C | 94C   | 94C   |
| 7  | 03116 | Chief Deputy Recorder                             | C | 78C   | 78C   |
| 8  | 03120 | Chief Deputy Registrar of Voters                  | C | 65C   | 65C   |
| 9  | 03021 | Chief Deputy Treasurer                            | C | 80C   | 80C   |
| 9  | 05177 | Chief Engineering Geologist                       | C | 74C   | 74C   |
| 10 | 15025 | Chief Information Security Officer                | C | 92C   | 92C   |
| 11 | 03111 | Chief Learning Officer                            | C | 81B   | 81B   |
| 11 | 19165 | Chief Medical Information Officer                 | C | 107C  | 107C  |
| 12 | 19166 | Chief Medical Officer                             | C | 114C  | 114C  |
| 13 | 19164 | Chief Nursing Officer                             | C | 93C   | 93C   |
| 13 | 16382 | Chief of Animal Care and Control                  | C | 81C   | 81C   |
| 14 | 03175 | Chief of Assessment Services                      | C | 78C   | 78C   |
| 15 | 03083 | Chief of Clinical Operations                      | C | 73C   | 73C   |
| 15 | 03499 | Chief of County Counsel's Administration          | C | 70C   | 70C   |
| 16 | 03106 | Chief of District Attorney's Administration       | C | 73C   | 73C   |
| 17 | 10002 | Chief of Environmental Health Services            | C | 81C   | 81C   |
| 17 | 13138 | Chief of Homeless Services                        | B | 81B   | 81B   |
| 18 | 04290 | Chief of Operations Community Revitalization      | B | 83B   | 83B   |
| 19 | 01077 | Chief of Project Management                       | C | 81C   | 81C   |
| 20 | 03195 | Chief of Public Defender's Administration         | C | 70C   | 70C   |
| 21 | 03221 | Chief Public Works Engineer                       | C | 88C   | 88C   |
| 21 | 03078 | Child Support Chief Attorney                      | C | 91C   | 91C   |
| 22 | 03278 | Children's Network Officer                        | C | 69C   | 69C   |
| 22 | 10025 | Code Enforcement Chief                            | C | 82C   | 82C   |
| 23 | 03388 | Communications Officer                            | C | 66C   | 66C   |
| 24 | 12151 | Community Services Finance and Operations Chief   | C | 73C   | 73C   |
| 25 | 03503 | County Chief Operating Officer                    | B | 102B  | 102B  |
| 26 | 01062 | County Compliance, Ethics and Privacy Officer     | C | 76C   | 76C   |
| 27 | 03496 | County Counsel Research Attorney I                | C | 62T_C | 62T_C |
| 27 | 03497 | County Counsel Research Attorney II               | C | 71C   | 71C   |
| 28 | 01078 | County HIPAA Security Officer/Assistant           | C | 72C   | 72C   |

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|       | Privacy Officer   |   |       |       |
| 03504 | County Labor Relations Chief                              | B | 92B   | 92B   |
| 13274 | County Marketing, Media & Communications Coordinator      | D | 59D   | 59D   |
| 19863 | County Surveyor   | C | 84C   | 84C   |
| 03150 | Departmental IS Administrator                             | C | 80C   | 80C   |
| 19961 | Deputy Chief of Business Solutions Development            | C | 77C   | 77C   |
| 16401 | Deputy Chief of Community Health Services                 | C | 76C   | 76C   |
| 16275 | Deputy Chief Probation Officer                            | C | 81C   | 81C   |
| 04085 | Deputy County Counsel I                                   | C | 64T_C | 64T_C |
| 04095 | Deputy County Counsel II                                  | C | 73T_C | 73T_C |
| 04100 | Deputy County Counsel III                                 | C | 80T_C | 80T_C |
| 04105 | Deputy County Counsel IV                                  | C | 86C_C | 86C_C |
| 04107 | Deputy County Counsel V                                   | C | 89C_C | 89C_C |
| 13124 | Deputy Director Behavioral Health Administrative Services | C | 83C   | 83C   |
| 03153 | Deputy Director of Behavioral Health Program Services     | C | 83C   | 83C   |
| 12121 | Deputy Director of Governmental & Legislative Affairs     | B | 73B   | 73B   |
| 18182 | Deputy Director of Regional Parks                         | C | 77C   | 77C   |
| 04287 | Deputy Director of RES Facilities Management              | C | 74C   | 74C   |
| 04394 | Deputy Director of RES Leasing & Acquisition              | C | 76C   | 76C   |
| 01074 | Deputy Director of RES Project Management                 | C | 77C   | 77C   |
| 18146 | Deputy Director of Risk Management                        | C | 71C   | 71C   |
| 04124 | Deputy Director, Administrative Services                  | C | 75C   | 75C   |
| 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   |

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| 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 Projects Coordinator    | D | 58D       | 58D       |
| 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       |

|    |       |   |   |       |       |
|----|-------|---|---|-------|-------|
| 1  | 10027 | Human Resources Deputy Director             | C | 84C   | 84C   |
| 2  | 16110 | Human Resources Division Chief              | C | 80C   | 80C   |
| 3  | 16115 | Human Resources Business Partner I          | D | 65T_D | 65T_D |
| 3  | 16116 | Human Resources Business Partner II         | C | 72C   | 72C   |
| 4  | 16101 | Human Resources Investigator                | D | 68D   | 68D   |
| 5  | 16109 | Human Resources Manager                     | C | 75C   | 75C   |
| 5  | 16093 | Human Resources Specialist                  | D | 41D   | 41D   |
| 6  | 16092 | Human Resources Technician                  | D | 35D   | 35D   |
| 7  | 03023 | Indigent Defense Analyst                    | D | 56D   | 56D   |
| 7  | 15024 | IT Chief Finance Officer                    | C | 80C   | 80C   |
| 8  | 01302 | IT Deputy Chief                             | C | 77C   | 77C   |
| 9  | 15022 | IT Division Chief                           | C | 82C   | 82C   |
| 9  | 15023 | IT Finance Officer                          | C | 71C   | 71C   |
| 10 | 15020 | Information Services Security Officer       | C | 78C   | 78C   |
| 11 | 15033 | Investment Analyst                          | D | 64D   | 64D   |
| 11 | 15032 | Investment Analyst Trainee                  | D | 51T_D | 51T_D |
| 12 | 01667 | Investment Officer                          | C | 73C   | 73C   |
| 13 | 05092 | Labor Negotiator                            | C | 80C   | 80C   |
| 13 | 03511 | Labor Relations Analyst                     | D | 60D   | 60D   |
| 14 | 12102 | Legislative Analyst                         | C | 66C   | 66C   |
| 15 | 04267 | Marketing and Events Manager                | C | 62C   | 62C   |
| 15 | 03176 | Network Services Division Chief             | C | 82C   | 82C   |
| 16 | 19656 | Organizational Development Business Partner | C | 63C   | 63C   |
| 17 | 01250 | Planning Director                           | C | 82C   | 82C   |
| 18 | 09999 | Principal Administrative Analyst            | C | 77C   | 77C   |
| 19 | 16220 | Principal Appraiser                         | C | 69C   | 69C   |
| 19 | 03100 | Principal Assistant County Counsel          | B | 94B   | 94B   |
| 20 | 10024 | Principal Management Analyst                | B | 84B   | 84B   |
| 21 | 19856 | Probation Health Services Manager           | C | 81C   | 81C   |
| 21 | 16360 | Public Health Chief Financial Officer       | C | 81C   | 81C   |
| 22 | 16358 | Public Health Division Chief                | C | 80C   | 80C   |
| 23 | 16385 | Public Health Medical Director              | C | 97C   | 97C   |
| 23 | 16410 | Public Information Officer                  | B | 83B   | 83B   |
| 24 | 04341 | Public Works Chief Financial Officer        | C | 80C   | 80C   |
| 25 | 01638 | Quality and Accreditation Administrator     | C | 88C   | 88C   |
| 25 | 16389 | Quality and Compliance Officer              | C | 75C   | 75C   |
| 26 | 18031 | Real Estate Services Manager                | C | 67C   | 67C   |
| 27 | 18141 | Risk Assessment Officer                     | C | 70C   | 70C   |
| 27 | 01600 | SAP Chief                                   | C | 80C   | 80C   |
| 28 | 16102 | Senior Human Resources Investigator         | C | 72C   | 72C   |
| 28 | 03509 | Senior Labor Relations Analyst              | C | 72C   | 72C   |

|    |       |   |   |           |           |
|----|-------|---|---|-----------|-----------|
| 1  | 03510 | Senior Labor Relations Officer                                  | C | 75C       | 75C       |
| 2  | 04207 | Sheriff's Deputy Director of Administrative Services            | C | 84C       | 84C       |
| 3  | 19521 | Sheriff's Administrative Manager                                | C | 73C       | 73C       |
| 4  | 19465 | Sheriff's Captain   | C | 83C - SAF | 83C - SAF |
| 5  | 19460 | Sheriff's Deputy Chief  | C | 88C - SAF | 88C - SAF |
| 6  | 19518 | Sheriff's Executive Officer of Corrections and Support Services | C | 88C       | 88C       |
| 7  | 19520 | Sheriff's Financial Manager                                     | C | 80C       | 80C       |
| 8  | 19507 | Sheriff's Health Services Administrator                         | C | 84C       | 84C       |
| 9  | 04123 | Special Assistant Deputy District Attorney                      | C | 88C       | 88C       |
| 10 | 04126 | Special Assistant to the District Attorney                      | B | 97B       | 97B       |
| 11 | 03505 | Strategic Initiatives Chief                                     | C | 80C       | 80C       |
| 12 | 19196 | Strategy and Business Development Officer                       | C | 77C       | 77C       |
| 13 | 19822 | Supervising Deputy County Counsel                               | C | 92C       | 92C       |
| 14 | 16120 | Supervising Human Resources Business Partner                    | C | 75C       | 75C       |
| 15 | 16096 | Supervising Human Resources Technician                          | D | 43D       | 43D       |
| 16 | 21005 | Undersheriff  | B | 98B - SAF | 98B - SAF |
| 17 | 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 |

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

(5) Salary Rates and Step Advancements.

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

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

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, medical emergency leave, and time without pay shall not count toward step advancements. Unless otherwise approved by the Board of Supervisors, step

1 advancements within a base salary range shall be based upon a one-step increment,  
2 approximately two and one-half percent. The employee shall be eligible for step  
3 advancements after completion of increments of 1,040 hours until the top step of the  
4 range is reached.

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

14 (B) Implementation of Classification Study Results.

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

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

1 exceeds the "X" step.

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

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

13 (II) If the employee's original base rate of pay falls within  
14 the newly designated pay range, and the salary adjustment granted is at least two salary  
15 ranges, the employee shall be placed upon the step in the new range that is approximately  
16 a five percent salary increase, not to exceed the maximum step of the new range. If the  
17 employee's original base rate of pay falls within the newly designated pay range, and the  
18 salary adjustment granted is less than two salary ranges, the employee shall be placed  
19 upon the step in the new range that is approximately a two and one-half percent salary  
20 increase, not to exceed the maximum step of the new range. The employee shall be  
21 eligible to advance to the next step upon receiving a satisfactory rating after completion  
22 of 1,040 hours, in accordance with the requirements of Subsection 13.0613(c)(4)(A).  
23 Subsequent step advances shall be administered in accordance with Subsection  
24 13.0613(c)(4)(A).

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

1 provided in the order of demotion.

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

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

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

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

27 (E) Promotion. A promotion is the appointment of an employee  
28 from one classification to a classification having a higher base salary range. A promoted

1 employee shall receive at least the entrance rate of the new range or a two-step or five  
2 percent salary increase, (i.e., mathematically closest to five percent) whichever is greater,  
3 provided that no employee is thereby advanced in step nor advanced above the top step  
4 of the higher base salary range. At the discretion of the appointing authority and with the  
5 approval of the Director of Human Resources, an employee may be placed at any step  
6 within the higher base salary range. Promotions shall be effective only at the beginning  
7 of a pay period unless the Director of Human Resources approves an exception.

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

17 (e) Hours of Work.

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

22 (2) The nature of Fair Labor Standards Act (FLSA) exempt employment  
23 for certain affected Exempt Group classifications is such that intermittent, occasional  
24 overtime is needed to fulfill the responsibilities and requirements of the position. Usually,  
25 additional time and effort are proportionate to the importance and level of the responsible  
26 position. These factors of time and effort are incorporated when the compensation level  
27 of FLSA-exempt positions is established. In those instances in which a position's work  
28 extends well beyond the normal hours of employment, the Chief Executive Officer may

1 authorize additional compensation in the form of cash payment or compensating time off,  
2 generally on a pre-approved and prescheduled basis. Circumstances for such  
3 compensation would include implementation of the intent of a Board of Supervisors  
4 approved program or emergency response.

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

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

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

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

25 In lieu of cash payment, upon request of the employee and approval  
26 of the appointing authority, an employee may accrue compensating time off at premium  
27 hours. Cash payment at the employee's regular rate of pay shall automatically be paid  
28 for any compensating time which exceeds 80 hours, for any such time which has not been

1 taken within 26 pay periods after being accrued, or for any hours on record immediately  
2 prior to promotion, demotion or termination of employment.

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

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

11 (f) Insurance Programs.

12 (1) Medical and Dental Coverage Insurance.

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

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

27 (C) Eligible employees may elect to enroll their dependents upon  
28 initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents

1 may be enrolled within 60 days of obtaining dependent status, such as birth, adoption,  
2 marriage, or registration of domestic partnership.

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

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

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

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

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

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

27 (II) Employees scheduled to work 61 to 80 hours who, prior  
28 to July 9, 2005, elected to waive medical plan coverage to a spouse, domestic partner,

1 or parent employed by the County and continue to waive will receive \$230.00 per pay  
2 period; employees scheduled for 40 to 60 hours who continue to waive shall receive  
3 \$115.00 per pay period.

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

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

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

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

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

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

27 (IV) Employees who voluntarily or involuntarily lose their  
28 other employer group medical and/or dental plan coverage must enroll in a County-

1 sponsored medical and/or dental plan within 60 calendar days. Enrollment in the County-  
2 sponsored plan will be provided in accordance with the requirements of the applicable  
3 plan.

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

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

23 (2) Term Life Insurance.

24 (A) County Paid Life Insurance. The County will pay the premium  
25 for a term life policy, the amount of which is based on the eligible employee's scheduled  
26 hours. Employees scheduled from 40 to 60 hours per pay period shall receive \$25,000.00  
27 in coverage. An employee scheduled from 61 to 80 hours shall receive \$50,000.00 in  
28 coverage. Life insurance will become effective on the first day of the pay period following

1 the employee's first pay period in which the employee is in paid status. For pay periods  
2 in which the employee is not in paid status, the employee shall have the option of  
3 continuing life insurance coverage at the employee's expense.

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

12 (4) Group Universal Life. Eligible employees may purchase, through  
13 payroll deductions, group universal life insurance subject to carrier requirements and  
14 approval. The benefit levels for such insurance shall be equivalent to no more than three  
15 times the employee's annual base earnings. Employees who purchase group universal  
16 life insurance shall be provided a County contribution towards the biweekly premium  
17 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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25 If the employee does not have sufficient earnings to cover the deduction for  
26 premiums, the employee must make alternative payment arrangements that are  
27 acceptable to Human Resources.

28 (5) Accidental Death and Dismemberment Insurance. Exempt Group

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

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

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

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

4           (g) Leave Provisions.

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

12                   (A) Definition.

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

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

27                   (B) Accumulation. Employees in regular positions shall accrue  
28 sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay

1 period, except as provided in Subsection 13.0613(g)(14). Earned sick leave shall be  
2 available for use the first day following the payroll period in which it is earned. Employees  
3 in regular positions paid less than 80 hours per pay period or job-shared positions shall  
4 receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave  
5 accumulation.

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

9 (D) Administration.

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

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

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

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

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

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

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

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

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

27 (III) Birth/Adoption. A maximum of 40 hours earned sick  
28 leave may be used per occurrence for arrival of an adoptive child at the employee's home.

1 An employee may utilize on an annual basis no more than 40 hours of accumulated sick  
2 leave per calendar year for the birth of his or her child.

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

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

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

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

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

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

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

24 (III) It is the responsibility of the employee to obtain written  
25 notice from the medical provider of authorization to return to work with or without job  
26 modification. To ensure all necessary and relevant medical information is provided, the  
27 County shall make available forms to be completed by the medical provider. It is the  
28 responsibility of the employee to provide verbal notice to his or her appointing authority

1 immediately upon receipt of the medical provider's authorization to return to work, and no  
2 later than 24 hours after receipt of the notice. The appointing authority or designee will  
3 schedule an appropriate medical evaluation for the employee with the Center for  
4 Employee Health and Wellness prior to the employee's return to work. The employee  
5 shall provide the medical provider's written notice of authorization to return to work to the  
6 Center at or prior to the employee's scheduled appointment time.

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

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

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

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

28 (H) Employees covered by Labor Code section 4850 who are

1 injured in the line of duty are entitled to full salary in lieu of Workers' Compensation  
 2 benefits and sick leave for a period not to exceed one year. After the employee has used  
 3 one full year of such "4850 time", said employee may use accumulated paid leave with  
 4 pay with the approval of the appointing authority to augment temporary disability  
 5 payments if said employee is still temporarily disabled by order of an accepted physician  
 6 under the Workers' Compensation sections or until said employee is retired.

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

10 Upon the death of an active employee with five or more years of  
 11 continuous service from the most recent date of hire in a regular position, the estate of  
 12 the deceased employee will be paid the cash value for the unused sick leave balances  
 13 according to the sick leave conversion formula below only up to 1,000 hours, and will not  
 14 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  |

20 (J) Sick Leave Conversion. While employed by the County,  
 21 employees who have contributed to a public sector retirement(s) for over five years and  
 22 have not withdrawn the contribution from the system(s) may exchange accrued sick leave  
 23 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               |

28 Any such exchange must be made in ten-hour increments of accrued

1 sick leave under the procedures established by the Director of Human Resources.  
2 Employees may elect this exchange once per calendar year.

3 (2) Vacation Leave.

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

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

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

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

1 13.0613(g)(2)(E)(II).

2 (C) Administration.

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

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

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

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

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

26 (E) Conversion of Vacation Leave to Cash.

27 (I) Elective Conversion. An employee may sell back  
28 vacation leave at the base hourly rate of the employee as hereinafter provided, upon

1 approval of the appointing authority. Eligible employees may exercise these options  
2 under procedures established by the Director of Human Resources. In lieu of cash, the  
3 employee may designate that part or all of the value of vacation leave be contributed to  
4 the County's 401(k) Defined Contribution Plan or 457(b) Deferred Compensation Plan. In  
5 order to sell back vacation leave prior to termination or retirement, an employee may  
6 exercise the following options:

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

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

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

21                   (3) Holiday Leave.

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

24                   January 1

25                   Third Monday in January

26                   Third Monday in February

27                   Last Monday in May

28                   June 19

- 1 July 4
- 2 First Monday in September
- 3 Second Monday in October
- 4 November 11
- 5 Thanksgiving Day
- 6 Day after Thanksgiving
- 7 December 24
- 8 December 25
- 9 December 31

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

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

22 (C) Maximum Holiday Leave Accrual Balance

23 (I) The maximum holiday leave accrual balance that may  
24 be carried over to a future calendar year shall be 112 hours. However, the maximum  
25 holiday leave accrual balance that may be carried over into a future calendar year for an  
26 employee with a balance of more than 112 hours at the end of calendar year 2010 shall  
27 be such employee's holiday leave balance at the end of pay period 26 of calendar year  
28 2010. Thereafter, the maximum holiday accrual balance for those employees with a

1 balance greater than 112 hours at the end of calendar year 2010 shall be adjusted  
2 annually at the end of each calendar year and shall never be increased.

3 (II) Effective pay period 14 of calendar year 2022, the  
4 maximum holiday leave accrual balance will increase to 120 hours. The maximum  
5 holiday leave balance that may be carried over to a future calendar year shall be 120  
6 hours. However, employees with a grandfathered balance of more than 120 hours shall  
7 carry over their maximum grandfathered accrual balance in accordance with Subsection  
8 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in excess of the employee's  
9 maximum holiday leave accrual balance at the end of the calendar year shall be cashed  
10 out and paid in accordance with Subsection 13.0613(g)(3)(G)(II).

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

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

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

22 (G) Conversion of Holiday Leave to Cash.

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

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

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

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

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

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

23 (4) Special Leaves of Absence Without Pay.

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

26 (I) Is medically incapacitated to perform the duties of the  
27 position;

28 (II) Desires to engage in a relevant course of study which

1 will enhance the employee's value to the County;

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

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

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

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

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

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

28 An employee on an approved leave of absence without pay

1 under this provision will continue to receive the benefits outlined in Subsection  
2 13.0613(k)(1)(B)(III) for a period of six pay periods. Certification from a health care  
3 provider is required for all instances of medical leave under this provision. Employees  
4 are required to inform supervisors of the need for leave at least 30 days before  
5 commencement where possible.

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

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

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

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

28 (iii) Benefits Upon Return. An employee who

1 returns to a regular position within 90 days after the expiration of the leave of absence  
2 without right to return shall retain his or her hire date for purposes of leave accruals and  
3 step advances; except that the employee will not receive service credit for the period of  
4 time the employee is on the leave of absence without right to return. To be reemployed  
5 and retain the above benefits, the employee must be appointed to a position no later than  
6 90 calendar days after the date of expiration of the leave of absence. The 90 days shall  
7 run concurrently with the first 90 days of the one-year period provided in the  
8 reemployment subdivision.

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

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

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

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

1 than 90 days following the expiration of the medical leave of absence), the employee  
2 relinquishes the right to return.

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

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

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

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

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

24 (D) Vacation, holiday, administrative leave or annual leave, as  
25 well as compensatory time, may be donated by employees only on a voluntary and  
26 confidential basis, in increments of eight hours (or in the case of holiday leave four hours)  
27 not to exceed a total of 50 percent of a donor's annual vacation, holiday, administrative  
28 leave, annual leave or compensatory time accrual per employee. The donation may be

1 made for a specific employee on the time frames established by the Human Resources  
2 Department. The employee (donee) using/coding the Medical Emergency Leave will be  
3 taxed accordingly.

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

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

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

26 Employees shall be required to meet all qualifications for employment (e.g.,  
27 licensure, certification, etc.). Employees who become disqualified to perform the duties  
28 of their position (e.g., fail to maintain required licenses) shall be immediately removed

1 from duty without pay unless permitted to use appropriate accrued paid leave for which  
2 they are eligible and may be subject to appropriate disciplinary action.

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

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

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

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

1 above is that an uncompleted probationary period must be completed upon return to the  
2 job. Any employee meeting the above one-year employment requirement shall be entitled  
3 to receive his or her regular salary or compensation, pursuant to Subsection  
4 13.0613(g)(7)(E).

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

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

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

27 (E) Compensation. This provision does not include an  
28 employee's attendance for inactive duty, commonly referred to as weekend reserve

1 meetings, muster duty, or drills. Employees must use their own time to attend such  
2 meetings. Should the meetings unavoidably conflict with an employee's regular working  
3 hours, the employee is required to use vacation or holiday leave, leave without pay, or  
4 make up the time. Employees who are called in for a medical examination to determine  
5 physical fitness for military duty must also use vacation leave, leave without pay, or make  
6 up the time. Employees cannot be required to use their accrued leave. Any employee  
7 meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or  
8 compensation for the first 30 calendar days of any such leave. Pay for such purposes  
9 shall not exceed 30 days in any one fiscal year and shall be paid only for the employee's  
10 regularly scheduled workdays that fall within the 30 calendar days.

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

27 If the employee becomes eligible for full County payment for the first  
28 thirty days of military leave provided in (C) of this subsection, the extended payments

1 provided under this section shall be suspended and shall be continued after the 30 days  
2 compensation has been completed. No compensation shall be paid beyond the thirty  
3 days leave period, unless such compensation is expressly approved by the Board of  
4 Supervisors. The County may unilaterally extend the benefits of this subsection upon the  
5 approval of the Board of Supervisors.

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

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

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

1 charged against any accumulated leave balances and shall be compensated at the  
2 employee's base hourly rate.

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

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

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

26 (13) Bereavement Leave. Employees in regular positions may use up to  
27 two days paid leave, not charged to the employee's personal leave balances, per  
28 occurrence for bereavement due to the death of an employee's family member as defined

1 in Subsection 13.0613(g)(1)(A)(I) except for a person “designated” by the employee for  
2 sick leave purposes. One additional day shall be granted if the employee travels over  
3 1,000 miles from his or her residence to the bereavement service(s). This additional day  
4 shall not be charged to the employee’s personal leave balances. The appointing authority  
5 may request verification of distance traveled. All employees are entitled to a total of 5  
6 days of unpaid bereavement leave. The five days of leave shall include paid leave under  
7 this section, and use of sick leave as defined in section 13.0613(g)(1)(E)(II) above.

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

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

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

1 clerk.

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

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

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

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

24 Compensation shall be awarded in pay period increments and shall be in the form  
25 of a specified percentage of the employee's base pay. The Director of Human Resources  
26 will determine the amount in increments of one-half percent from a minimum of two and  
27 one-half percent up to a maximum of seven and one-half percent. The additional  
28 compensation will be computed at the specified percentage of the current base pay of the

1 employee for each pay period. Such increases in pay shall not affect an employee's step  
2 advancement in the base range pursuant to the salary rates and step advancements  
3 subdivision.

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

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

18         (j) Expenses Incurred in Conducting County Business and Expense  
19 Reimbursement.

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

28             The purpose of this subdivision is to define the policy and procedures by

1 which employees shall report and be reimbursed for necessary expenses incurred on  
2 behalf of San Bernardino County, except as may be otherwise provided in this code.

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

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

11 (3) Travel Authorization.

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

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

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

21 (4) Authorization for Attendance at Meetings.

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

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

1 (5) Records and Reimbursements.

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

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

6 (I) Subsistence, except as otherwise provided in this  
7 subdivision;

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

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

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

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

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

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

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

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

27 (6) Transportation Modes.

28 (A) The general rule for selection of a mode of transportation is

1 that mode which represents the lowest expense to the County. Where an employee is  
2 given the choice between several means of travel (e.g., use of County vehicle vs. own  
3 personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more  
4 costly, the employee shall only be reimbursed for the lesser cost option. For example, if  
5 an employee chooses to drive his or her own vehicle when offered a County vehicle, the  
6 employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an  
7 airplane is less than the cost of driving, the employee shall only be reimbursed for the  
8 amount the County would have paid for the flight.

9 (B) Travel via Private Automobile.

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

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

26 (III) Employees may have multiple assigned work  
27 locations. Mileage allowed is based on the assigned work location for that day. When  
28 employees have more than one assigned work location in a standard tour of duty, mileage

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

3 (C) Travel via Air.

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

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

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

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

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

24 (iv) The employee or owner of the aircraft must  
25 maintain on file, with the County's Risk Management Department, a current policy for  
26 aviation comprehensive general liability insurance, which includes the County as an  
27 additional insured and covers all operations performed by or on behalf of the employee  
28 or owner of the aircraft for bodily injury and property damage with a combined single limit

1 of not less than \$1,000,000.00, per occurrence and \$2,000,000.00, general aggregate.

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

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

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

19 (7) Subsistence.

20 (A) Subsistence allowances for lodging and meals shall not be  
21 allowed without prior approval of the appointing authority or designee as necessary for  
22 the purpose of conducting County business. Meal and lodging selections should  
23 represent a reasonable cost to the County and be generally consistent with the rates  
24 established by the General Services Administration (GSA). Excess charges greater than  
25 the allowances listed below in Subdivisions (B) and (C) may be authorized under special  
26 conditions, such as a convention or conference requirement (e.g., lodging at the hotel  
27 where the conference is held) or if County business requires lodging and meals in an area  
28 of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees

1 may be reimbursed for expenses in high cost areas for the actual cost incurred, but  
2 generally not to exceed the per diem amounts established by the GSA for that area and  
3 month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and  
4 except as provided below, for all meal expenses claimed.

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

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

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

15 (II) Without receipts. An employee may be reimbursed for  
16 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars  
17 (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15 percent  
18 gratuity.

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

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

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

1 reimburse the County.

2 (k) Medical Insurance and Retirement System Contributions.

3 (1) Medical Insurance Contributions.

4 (A) Section 125 Premium Conversion Plan.

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

13 (II) Medical and dental coverage elections shall not reduce  
14 earnable compensation for purposes of calculating benefits or contributions for the  
15 SBCERA.

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

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

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

1 (B) Medical and Dental Subsidies.

2 (I) The County has established a medical premium  
3 subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible  
4 employees. The MPS shall be applied first to medical plan premiums and then to dental  
5 plan premiums. The applicable MPS amount shall be paid directly to the providers of the  
6 County-sponsored medical and dental plans in which the eligible employee has enrolled.  
7 In no case, shall the MPS exceed the total cost of the medical and dental insurance  
8 premium for the coverage selected.

9 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                     |

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

22 Effective July 12, 2025, the MPS amounts for employees scheduled for 61 to 80  
23 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by  
24 100% of the benefit plan year premium increase of the County's Blue Shield Signature  
25 HMO. This new MPS amount shall be the new basis for subsequent years.

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

1 Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80  
2 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by  
3 100% of the benefit plan year premium increase of the County's Blue Shield Signature  
4 HMO. This new MPS amount shall be the new basis for subsequent years.

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

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

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

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

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

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

1 ten pay periods another workers' compensation claim is approved and the employee is  
2 eligible to receive the MPS and DPS for an additional 20 pay periods, ten pay periods will  
3 run concurrent with the initial claim, for a total of 30 pay periods. Employees who are still  
4 on workers' compensation after the expiration of the initial 20 pay periods shall continue  
5 to receive MPS and DPS provided the employee is in paid status.

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

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

13 (2) Retirement System Contributions.

14 (A) County Contributions. The County shall pay all required  
15 employer contributions to the San Bernardino County Employee's Retirement Association  
16 (SBCERA).

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

21 The County shall make member contributions under this subdivision  
22 on behalf of the employee which shall be in lieu of the employee's contributions and such  
23 contributions shall be treated as employer contributions for purposes of reporting and  
24 wage withholding under the Internal Revenue Code and the Revenue and Taxation Code.  
25 The amounts picked up under this subdivision shall be recouped through offsets against  
26 the salary of each employee for whom the County picks up member contributions. These  
27 offsets are akin to a reduction in salary and shall be made solely for purposes of income  
28 tax reporting and withholding. The member contributions picked up by the County under

1 this subdivision shall be treated as compensation paid to County employees for all other  
2 purposes. County-paid employer contributions to SBCERA under this subdivision shall  
3 be paid from the same source of funds used in paying the salaries of the affected  
4 employees. No employee shall have the option to receive the retirement system  
5 contribution amounts directly instead of having them paid to SBCERA.

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

8           (C) Special Provisions.

9           (I) Except as provided below, employees who have 30  
10 years of service credit shall not be paid in cash seven percent of earnable compensation.  
11 Employees with at least 25 years of service as set forth in Government Code section  
12 31625.3 as of June 18, 2011, and who either already have or thereafter attain 30 years  
13 of service credit as set forth in Government Code section 31625.3 shall have one  
14 opportunity during the employee's employment to receive cash payments of seven  
15 percent of earnable compensation for up to 26 consecutive pay periods.

16           (II) Employees who are over the age of 60 at the time of  
17 hire, and who are in a regular position, and who choose not to be a member of SBCERA,  
18 shall be enrolled in the County's 401(k) Salary Savings Plan. The County shall contribute  
19 the applicable percent of the employee's biweekly salary as defined in Subsection  
20 13.0613(q) to the Plan, and the employee shall contribute a minimum of three percent of  
21 biweekly salary to the plan, not to exceed the annual limits of the Plan as defined in the  
22 Internal Revenue Code.

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

28           (E) Special Provisions for Exempt Safety Employees. The

1 following Subdivision shall apply to all members of the Exempt Group who are safety  
2 members of SBCERA as defined in Government Code section 31469.3, on October 1,  
3 2003.

4 For Tier 1 safety members of SBCERA, the County adopted a  
5 resolution making Government Code section 31664.1 applicable to safety members,  
6 effective October 1, 2003. The County also adopted a resolution pursuant to Government  
7 Code section 31678.2, applying the formula set forth in Government Code section  
8 31664.1 applicable to all prior safety service credit for every eligible employee under this  
9 Subdivision.

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

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

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

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

1 discontinue making contributions for the remainder of the plan year except as permitted  
2 by the Internal Revenue Code. Any unused amounts remaining in an employee's FSA  
3 account at the end of the Plan year shall be forfeited except as permitted by the Internal  
4 Revenue Code and the County's plan document. Contributions made to the FSA may be  
5 used for receiving non-taxable reimbursements of eligible medical expenses not covered  
6 by insurance. Eligible reimbursable expenses are those medical expenses that qualify  
7 as determined under Internal Revenue Code section 213.

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

13 The Retirement Medical Trust Fund will be administered by Human  
14 Resources as the plan administrator in accordance with the plan document and applicable  
15 law.

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

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

27 (B) Sick Leave Conversion Formula. At separation from County  
28 service for reasons other than death, all eligible employees will be required to contribute

1 the cash value of their unused sick leave balances to the Trust at the rate of 80 percent  
2 of the cash value of unused sick leave hours, up to a maximum of 1,500 hours.

3 (C) County Contribution. The County will contribute to the RMT  
4 as follows:

| 5 Years of Service  | 6 Percentage of Base Salary* |
|---|------------------------------|
| 7 Exempt – 5-9 years  | 2.00%                        |
| 8 Exempt – 10-15 years  | 2.75%                        |
| 9 Exempt – 16 or more years   | 3.75%                        |
| 10 *For purposes of the RMT contribution, base salary is as defined in the RMT plan document. |                              |

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

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

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

28 Employees who successfully complete job-related education or courses may  
submit a request to be reimbursed beyond the limit of \$1,000.00 to their department head

1 or appointing authority for review. The department head or appointing authority must then  
2 request and receive approval from the County Administrative Office to reimburse beyond  
3 the limit of \$1,000.00 per fiscal year per employee. In order to be eligible for tuition  
4 reimbursement under this provision, the employee must take such course work outside  
5 regular work hours and shall do no productive work for the County while attending the  
6 courses.

7 If the reimbursement is approved and paid to the employee, and the employee  
8 leaves the County prior to completing two years of County service after completing the  
9 job-related education or coursework, the employee will reimburse the County according  
10 to the following schedule:

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

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

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

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

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

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

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

27 (I) A qualifying degree.

28 (II) Current statements from an unpaid loan.

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

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

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

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

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

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

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

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

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

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

27 Payment shall not exceed the total amount of \$10,000 per employee.  
28 Eligible employees may receive the payment within thirty days after approval of the

1 required documentation.

2 (3) Restrictions

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

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

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

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

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

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

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

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

22 (4) Program Details

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

26 (B) Qualifying Student Loan shall mean a loan (or the portion of a  
27 loan, if consolidated) taken and used to cover the cost of an eligible qualifying degree.  
28 The determination of whether or to what extent a loan is a Qualifying Student Loan shall

1 be made based on guidelines established by the Human Resources Department.

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

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

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

16 (o) Automobiles.

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

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

25 (2) All County employees in Benefit Groups A and B, Assistant Sheriffs  
26 and Sheriff's Deputy Chiefs, the District Attorney Chief Investigator, and effective January  
27 14, 2023 the Assistant Chief Probation Officer in a paid status shall receive a biweekly  
28 automobile allowance in the amount of \$461.54 with no mileage reimbursement, provided

1 they are not assigned a County vehicle pursuant to Subsection 13.0613(o)(1) above and  
2 they provide a private vehicle for their own use on County business. An employee who  
3 becomes eligible or ineligible for this benefit in the middle of a pay period will receive a  
4 prorated sum of automobile allowance. Employees selecting this allowance shall be  
5 required to have a vehicle available at all times for use on County business. This  
6 allowance shall be considered complete reimbursement for the acquisition, insurance,  
7 maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

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

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

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

27 (q) Contributions to Salary Savings Plan.

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

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

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

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

22 (r) Employment Interview Expenses and Moving Reimbursement.

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

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

3 (2) Moving Expense Reimbursement.

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

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

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

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

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

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

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

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

8 (s) Peace Officer Standards and Training Pay.

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

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

25 (3) Rates.

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

| Classification | POST Pay - Flat Amount |                  |
|----------------|------------------------|------------------|
|                | Advanced POST          | Supervisory POST |

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

(B) Effective January 21, 2017, the County added the flat dollar amounts in the table above to the then existing base rate of pay to establish a higher base rate of pay for the employees described in this section who obtained an Advanced Certificate and/or a Supervisory Certificate, or a higher POST certificate, or a master's degree. Once the new higher base rate of pay was established, the County established a new POST Pay of two percent. Effective January 16, 2021, the County shall establish a new POST Pay of three percent. The initial granting of this POST increase to three percent is subject to the discretion of the Chief Executive Officer based on the availability of financial resources. Effective January 29, 2022, the County shall establish a new POST Pay of four percent. Effective January 28, 2023, the County shall establish a new POST Pay of five percent. Effective January 27, 2024, the County shall establish a new POST Pay of six percent. Effective January 25, 2025, the County shall establish a new POST Pay of seven percent.

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

(4) Procedure. The employee shall submit a written request for POST pay to the department with an attached copy of the appropriate POST certificate or official transcript from the accredit university or college. This POST pay shall start the first full

1 pay period following receipt by the County of a valid POST certificate or official transcript.  
2 The County shall submit to POST in an expeditious manner, applications by affected  
3 employees for the certificates described above.

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

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

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

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

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

27 (u) Vacant Higher Position. Employees directed to continuously perform duties  
28 in a vacant higher level regular position for which funds have been appropriated, shall be

1 entitled to a salary rate increase to the higher level for the time actually worked in excess  
2 of 160 hours, unless specifically waived by the employee; provided, however:

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

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

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

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

1 of duties of a higher-level classification to any employee's regular position shall be  
2 governed by the Special Assignment Compensation section or the Personnel Rules on  
3 Classification, as appropriate. For purposes of this section, a vacant position is defined  
4 as an authorized regular position for which funds have been appropriated and which may  
5 be: (1) An unoccupied position due to attrition and for which the appointment process has  
6 been initiated; (2) A position from which the incumbent is on extended leave of absence;  
7 or (3) A new position authorized by the Board of Supervisors for which the appointment  
8 process has been initiated.

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

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

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

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

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

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

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

1 the controversy.

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

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

11           (w) Reemployment.

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

25           (2) A regular employee who has separated County employment and  
26 who is subsequently rehired to a regular position in the same job family within one year,  
27 (i.e., beginning the first day of work by the 365th calendar day), may receive restoration  
28 of vacation accrual rate, sick leave, and retirement contribution rate in the same manner

1 as described above. Such employees begin immediately accruing vacation and sick  
2 leave and may utilize the same immediately. The employee shall be required to serve a  
3 new probationary period, unless waived by the Director of Human Resources. The  
4 employee shall be provided a new date of hire for purposes of County seniority.

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

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

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

22 (x) Recruitment and Referral Bonus Programs.

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

27 (2) Program Applicability. Appointing authorities may request  
28 authorization to apply the recruitment and/or referral incentive program(s) to assist in

1 filling regular positions in their departments. To apply, said position/classification must  
2 have had historical/demonstrable recruitment difficulty. The Director of Human  
3 Resources shall have the sole authority to determine the applicability and duration of  
4 these program(s) to each requested position/classification and shall certify applicability of  
5 the program(s) for each position, by assignment, department, and beginning and ending  
6 dates. Such determinations shall not be subject to any review or appeal.

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

10 (A) Bonus Amount and Method of Payment.

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

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

21 (III) The eligible employee hired into a position/  
22 classification in Benefit Group D shall receive no less than \$500.00 and no more than  
23 \$1,000.00 upon hire and an additional \$1,000 upon completion of 2,080 service hours in  
24 the position/classification for which the original bonus was granted.

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

27 (B) Limitations and Exclusions.

28 (I) No bonus will be paid for any candidate whose name

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

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

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

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

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

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

24 (C) Limitations and Exclusions.

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

1 candidate whose name was placed on the eligible list for positions in the classification  
2 after the ending date certified by the Director of Human Resources for that classification  
3 to be eligible for participation in the referral bonus program.

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

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

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

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

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

17 (y) County Counsel Legal Service Classification.

18 (1) Application. This section shall apply to all Deputy County Counsel  
19 classifications.

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

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

27 (4) Deputy County Counsel I. After a period of 1,040 hours of service  
28 and a satisfactory rating in a Deputy County Counsel I classification, the Deputy County

1 Counsel I shall be promoted to a Deputy County Counsel II classification. The Deputy  
2 County Counsel I shall be terminated if it is found that such promotion is not merited.

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

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

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

26 (8) Attorneys shall only attain regular status at the Deputy County  
27 Counsel IV level. An attorney hired as a new employee in the Deputy County Counsel III  
28 or Deputy County Counsel IV classification shall serve a combined probationary and

1 training period of 2,080 hours of service. Those promoted to Deputy County Counsel IV  
2 from Deputy County Counsel III shall acquire regular status in the higher classification.

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

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

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

26 (z) Bilingual Compensation. Upon the approval of the Director of Human  
27 Resources or designee, employees in the Executive Assistant category of the Exempt  
28 Group required by the appointing authority or designee to perform bilingual translation

1 involving the use of English and a second language (including American Sign Language)  
2 as a condition of employment, shall be eligible for bilingual compensation in the amount  
3 of \$45.00 per pay period. Such compensation shall apply regardless of the total time  
4 required per day for such translation. Such employees must be certified as competent in  
5 translation skills by Human Resources to be eligible for compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 on total hours of completed continuous service with the County. Retention pay shall be  
2 paid on all paid hours up to an employee's standard hours and shall not be considered  
3 when determining the appropriate rate of pay for a promotion or demotion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 (ss) Modified Benefit Option (MBO).

12 (1) General Provisions.

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

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

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

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

24 (2) Modified Benefit Option Wage Differential.

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

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

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

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

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

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

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

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

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

25 (B) Medical Premium Subsidy (MPS).

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

28

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

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

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

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

17 (4) Paid Time Off (PTO).

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

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

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

| 3  |   |                      |   |  |
|----|---|----------------------|---|--|
| 4  | Service Hours                           | Annual PTO Allowance | Approximate Accrual Rate Per Pay Period | Maximum PTO Accrual That May Be Carried Over to a Future Calendar Year                       |
| 5  | 0 through 8,320 service hours           | 120 hours            | 4.62 hours                              | 272 hours  |
| 6  | Over 8,320 through 18,720 service hours | 160 hours            | 6.15 hours                              | 362 hours  |
| 7  | Over 18,720 service hours               | 200 hours            | 7.69 hours                              | 452 hours  |
| 8  |   |                      |   | Maximum Combined Vacation and PTO Accrual That May be Carried Over to a Future Calendar Year |
| 9  |   |                      |   | 374 hours*   |
| 10 |   |                      |   | 480 hours*   |
| 11 |   |                      |   | 586 hours*   |

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

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

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

7 (C) Administration.

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

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

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

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

20 (E) PTO Cash-Out.

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

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

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

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

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

13                   (F) Accrual Carryover Following Benefit Change.

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

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

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

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

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

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

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

1 vacation and PTO balance that may be carried over.

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

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

13 (tt) The Director of Human Resources shall have the authority, with the  
14 approval of the County's Chief Executive Officer, to provide Exempt Group employees  
15 who participated in major COVID-19 initiatives up to the 40 hours of COVID Leave  
16 consistent with the COVID leave provided to the represented bargaining units.

17 (uu) The Director of Human Resources shall have the authority, with the  
18 approval of the County's Chief Executive Officer, to provide Exempt Group employees  
19 who provide proof of vaccination up to 32 hours of COVID Vaccine Leave Incentive  
20 consistent with the COVID Vaccine Leave Incentive provided to the represented  
21 bargaining units.

22 (vv) The Director of Human Resources shall have the authority, with the  
23 approval of the County's Chief Executive Officer, to provide Exempt Group employees  
24 with COVID-19 Premium Pay consistent with COVID-19 Premium Pay provided to the  
25 majority of represented bargaining units.

26 (ww) The Director of Human Resources may, in appropriate circumstances,  
27 provide an employee who is separating from County employment up to six months of the  
28 employee's annual salary and benefits in the form of administrative leave or a lump sum

1 payment. The Director of Human Resources, in consultation with County Counsel, is  
2 authorized to approve the administrative leave or payment; provided, however, no  
3 administrative leave may be granted or salary paid if allegations of conduct involving  
4 misappropriation of public funds or property, misuse or destruction of public property, acts  
5 that would constitute a felony or misdemeanor, malfeasance in office or conviction of a  
6 crime involving moral turpitude are pending against the employee.

7  
8 SECTION 2. Section 13.0617a of the San Bernardino County Code is amended,  
9 to read:

10 **13.0617a Salaries and Working Conditions of the Sheriff's Trainees.**

11 The following is the salary range for Sheriff's Trainees:

12 Effective 7/29/2023

|         |         |         |         |         |
|---------|---------|---------|---------|---------|
| 13 1    | 2       | 3       | 4       | 5       |
| \$30.25 | \$30.86 | \$31.62 | \$32.42 | \$33.20 |

15 Effective 7/27/2024

|         |         |         |         |         |
|---------|---------|---------|---------|---------|
| 16 1    | 2       | 3       | 4       | 5       |
| \$31.60 | \$31.79 | \$32.57 | \$33.39 | \$34.20 |

17 This salary range shall increase at the same time and by the same rate as the  
18 salary range adjustments for the County's Deputy Sheriff classification.

19 Except as provided herein, incumbents shall be hired at step 1. The Sheriff may  
20 hire Sheriff's Trainees at a higher step if justified by recruitment needs. Sheriff Trainees  
21 shall not receive step advancements.

22 Sheriff's Trainees shall only receive the following benefits: the same medical and  
23 dental plan coverage, medical premium subsidy, Internal Revenue Code section 125  
24 conversion plan, retirement system contributions, uniform allowance, sick leave and  
25 annual leave benefits as provided to County's Deputy Sheriff classification. Sheriff's  
26 Trainees as nonsworn employees shall not be eligible for benefits under Labor Code  
27 section 4850 and shall be general members of the County's 1937 Act Retirement System.

28 The classification of Sheriff's Trainee shall be a trainee classification in which

1 employees remain in probationary status for the duration of such employment and  
2 employees who are not promoted to Deputy Sheriff shall be terminated. Sheriff's Trainees  
3 who successfully complete the Sheriff's Academy shall be promoted to Deputy Sheriff in  
4 accordance with the terms and conditions included in section 13.0611. Time spent as a  
5 Sheriff's Trainee shall not count toward the 26 pay period probationary period required  
6 for the classification of Deputy Sheriff.

7  
8 SECTION 3. Section 13.0617m of the San Bernardino County Code is amended,  
9 to read:

10 **13.0617m Salaries and Working Conditions of the Law Clerk.**

11 (a) Wages. The following classes are hereby established: Law Clerk.

12 (1) The following is the salary range for the Law Clerk:

13                                   1           2           3  
14                                   \$27.30   \$28.00   \$28.75

15                                   Effective 6/17/2023

16                                   1           2           3  
17                                   \$28.12   \$28.84   \$29.61

18                                   Effective 2/24/2024

19                                   1           2           3  
20                                   \$28.96   \$29.71   \$30.50

21                                   Effective 2/22/2025

22                                   1           2           3  
23                                   \$29.83   \$30.60   \$31.42

24                                   Effective 2/21/2026

25                                   1           2           3  
26                                   \$30.72   \$31.52   \$32.36

27 (2) Salary ranges shall increase at the same time and by the same  
28 percentage rate as the salary range adjustments for the County's Legal Research  
Attorney I classification.

(3) Except as provided herein, incumbents shall be hired at step 1. The  
District Attorney and the Public Defender may hire Law Clerks at a higher step if justified

1 by recruitment needs. Law Clerks shall not receive step advancements.

2 (b) Working Conditions.

3 (1) PST Deferred Compensation Plan. Employees covered by this  
4 section shall participate in the County's PST deferred compensation plan in lieu of  
5 participation in any other retirement plan, program, or benefit. Said employees shall  
6 contribute seven and one-half percent of the employee's biweekly base compensation up  
7 to seven and one-half percent of the employee's maximum covered wages for Social  
8 Security purposes. The employee's contributions to PST deferred compensation shall be  
9 automatically deducted from employee's earnings. Employees shall enroll in the plan on  
10 forms approved by Human Resources. This subdivision shall not apply to any employee  
11 who is otherwise covered by the County Retirement System.

12 (2) Unclassified Service. Employees covered by this section shall be in the  
13 unclassified service.

14  
15 SECTION 4. All portions of this ordinance, except for Section 2, shall take effect  
16 immediately from the date of adoption. Section 2 will be effective 30 days from the date  
17 of final passage.

18  
19  
20 \_\_\_\_\_  
DAWN ROWE, Chair  
Board of Supervisors

21  
22 SIGNED AND CERTIFIED THAT A COPY  
23 OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

24 LYNNA MONELL, Clerk of the  
25 Board of Supervisors  
26  
27  
28 \_\_\_\_\_

1 STATE OF CALIFORNIA )  
2 SAN BERNARDINO COUNTY ) ss.  
3 )

4 I, LYNNA MONELL, Clerk of the Board of Supervisors of San Bernardino County,  
5 State of California, hereby certify that at a regular meeting of the Board of Supervisors of  
6 said County and State, held on the 6<sup>th</sup> day of February, 2024, at which meeting were  
7 present Supervisors: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt  
8 Hagman, Joe Baca, Jr., and the Clerk, the foregoing ordinance was passed and adopted  
9 by the following vote, to wit:

10 AYES: SUPERVISORS: Col. Paul Cook (Ret.), Jesse Armendarez,  
11 Dawn Rowe, Curt Hagman, Joe Baca, Jr.

12 NOES: SUPERVISORS: None

13 ABSENT: SUPERVISORS: None

14 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
15 of the Board of Supervisors this 6<sup>th</sup> day of February, 2024.

16 LYNNA MONELL, Clerk of the  
17 Board of Supervisors of  
18 San Bernardino County,  
19 State of California

20 \_\_\_\_\_  
21 Deputy

22 Approved as to Form:

23 THOMAS BUNTON  
24 County Counsel

25 By: \_\_\_\_\_  
26 CYNTHIA O'NEILL  
27 Principal Assistant County Counsel

28 Date: \_\_\_\_\_