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**ORDINANCE NO.**

**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 ~~Effective January 14, 2023, the County shall increase range 83C — SAF by~~  
18 ~~two and one-half percent (2.5%). Step hours shall not be reset for employees who receive~~  
19 ~~an equity increase.~~

20 ~~Effective January 14, 2023, the County shall add a new top step at~~  
21 ~~approximately two and one-half percent (2.5%) above the then current top step for all~~  
22 ~~non-trainee salary ranges. Employees who are at the existing top step on that date and~~  
23 ~~have completed 1,040 service hours at that step and meeting job performance standards~~  
24 ~~prior to the effective date of the new top step, are eligible to advance on January 14,~~  
25 ~~2023.~~

26 ~~Effective July 15, 2023, the County shall add a new top step at~~  
27 ~~approximately two and one-half percent (2.5%) above the then current top step for all~~  
28 ~~non-trainee salary ranges. Employees who are at the existing top step on that date and~~

1 ~~have completed 1,040 service hours at that step and meeting job performance standards~~  
2 ~~prior to the effective date of the new top step, are eligible to advance on July 15, 2023.~~

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

6 ~~Effective February 25, 2023, the County shall provide all classifications in~~  
7 ~~the Exempt Group with a three percent across the board salary increase, subject to the~~  
8 ~~following:~~

9 ~~If the County's Discretionary "Property Related Revenue", as defined in the~~  
10 ~~"Discretionary General Funding and Restricted Funds" section of the County's Budget~~  
11 ~~Book, are less than a two percent increase in 2021-22 compared to 2020-21 and/or if~~  
12 ~~statewide Proposition 172 Sales Tax Collections from Fiscal Year 2021-22, representing~~  
13 ~~collections from September 2021 through August 2022, are less than a one percent~~  
14 ~~increase, then the County may, upon approval of the Board of Supervisors, defer this~~  
15 ~~three percent increase until August 26, 2023.~~

16 Effective February 24, 2024, the County shall provide all classifications in  
17 the Exempt Group with a three percent across the board salary increase, ~~subject to the~~  
18 ~~following:~~

19 ~~If the County's Discretionary "Property Related Revenue", as defined in the~~  
20 ~~"Discretionary General Funding and Restricted Funds" section of the County's Budget~~  
21 ~~Book, are less than a two percent increase in 2022-23 compared to 2021-22 and/or if~~  
22 ~~statewide Proposition 172 Sales Tax Collections from Fiscal Year 2022-23, representing~~  
23 ~~collections from September 2022 through August 2023, are less than a one percent~~  
24 ~~increase, then the County may, upon approval of the Board of Supervisors, defer this~~  
25 ~~three percent increase until August 24, 2024.~~

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

1           If the County’s Discretionary “Property Related Revenue”, as defined in the  
2 “Discretionary General Funding and Restricted Funds” section of the County’s Budget  
3 Book, are less than a two percent increase in 2023-24 compared to 2022-23 and/or if  
4 statewide 2011 Realignment Proposition 172 Sales Tax Collections from Fiscal Year  
5 2023-24, representing collections from September 2023 through August 2024, decline by  
6 more than four percent compared to 2022-23~~are less than a one percent increase~~, then  
7 the County may, upon approval of the Board of Supervisors, defer this three percent  
8 increase until August 23, 2025.

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

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

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

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

maximum equity of one percent (1.00%).

(34) List of Exempt Group Classifications.

(A) Exempt—Executive County Administrators.

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

EXECUTIVE COUNTY ADMINISTRATORS							
Job Code	Classifications	Benefit Group	Annual Salary Effective 7/30/22	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	\$179,791	\$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 7/30/22	Salary Grade Effective 2/25/23	Salary Grade Effective 2/24/24 10/2024	Salary Grade Effective 2/22/25 & 2/21/2026	Salary Grade Effective
01115	Agricultural Commissioner/Sealer	B	85B	85B	85B	85B	85B
03489	Assistant Executive Officer	B	101B	101B	101B	101B	101B
10030	Assistant Executive Officer - Human Services	B	101B	101B	101B	101B	101B
13111	Behavioral Health Medical Director	C	119C	119C	119C	119C	119C
03485	Chief Executive Officer	B	116B	116B	116B	116B	116B
01246	Chief Information Officer	B	97B	97B	97B	97B	97B
03515	Chief Probation Officer	B	93B	93B	93B	93B	93B
03310	Clerk of the Board of Supervisors	B	84B	84B	84B	84B	84B

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03488	County Chief Financial Officer	B	<del>97B</del>	<del>97B</del>	97B	97B
03487	County Clerk <sup>1</sup>	N/A	<del>N/A</del>	<del>N/A</del>	N/A	N/A
03495	County Counsel	B	<del>105B</del>	<del>105B</del>	<del>105B107B</del>	<del>105B107B</del>
03500	County Librarian	B	<del>84B</del>	<del>84B</del>	<del>84B86B</del>	<del>84B86B</del>
04228	Director of Aging and Adult Services	B	<del>88B</del>	<del>88B</del>	88B	88B
04237	Director of Airports	B	<del>83B</del>	<del>83B</del>	83B	83B
04383	Director of Arrowhead Regional Medical Center	B	<del>118B</del>	<del>118B</del>	118B	118B
04300	Director of Behavioral Health	B	<del>96B</del>	<del>96B</del>	<del>96B97B</del>	<del>96B97B</del>
04255	Director of Child Support	B	<del>92B</del>	<del>92B</del>	92B	92B
04260	Director of County Museum	B	<del>81B</del>	<del>81B</del>	81B	81B
04273	Director of Economic Development	B	<del>83B</del>	<del>83B</del>	83B	83B
04276	Director of Fleet Management	B	<del>81B</del>	<del>81B</del>	81B	81B
10004	Director of Human Resources	B	<del>96B</del>	<del>96B</del>	96B	96B
04320	Director of Land Use Services	B	<del>91B</del>	<del>91B</del>	91B	91B
18200	Director of Preschool Services	B	<del>87B</del>	<del>87B</del>	87B	87B
04340	Director of Public Works	B	<del>97B</del>	<del>97B</del>	97B	97B
04356	Director of Purchasing	B	<del>82B</del>	<del>82B</del>	82B	82B
04365	Director of Real Estate Services	B	<del>86B</del>	<del>86B</del>	86B	86B
18143	Director of Risk Management	B	<del>82B</del>	<del>82B</del>	82B	82B
04386	Director of Transitional Assistance	B	<del>90B</del>	<del>90B</del>	<del>90B92B</del>	<del>90B92B</del>
04390	Director of Veterans' Affairs	B	<del>81B</del>	<del>81B</del>	81B	81B
04250	Director, Children and Family Services	B	<del>94B</del>	<del>94B</del>	<del>94B97B</del>	<del>94B97B</del>
04280	Director, Community Development and Housing	B	<del>83B</del>	<del>83B</del>	<del>83B86B</del>	<del>83B86B</del>
18160	Director, Regional Parks	B	<del>83B</del>	<del>89B</del>	89B	89B

04278	Director, Workforce Development	B	<del>83B</del>	<del>83B</del>	83B	83B
04272	Economic Development Administrator	B	<del>92B</del>	<del>92B</del>	92B	92B
16345	Public Defender	B	<del>101B</del>	<del>101B</del>	101B	101B
08048	Public Health Director	B	<del>95B</del>	<del>95B</del>	<del>95B97B</del>	<del>95B97B</del>
18080	Registrar of Voters	B	<del>87B</del>	<del>87B</del>	87B	87B
*Salary for this position is set at \$1, not a salary grade.						

(B) Exempt—Associate Administrators.

ASSOCIATE ADMINISTRATORS						
Job Code	Classification	Benefit Group	Grade Effective 7/30/22	Salary Grade Effective 2/25/23	Salary Grade Effective 2/24/24	Salary Grade Effective 2/24/2024, 2/22/25 & 2/21/2026
01061	Administrative Analyst I	D	<del>56D</del>	<del>56D</del>	56D	56D
01066	Administrative Analyst II	C	<del>66C</del>	<del>66C</del>	66C	66C
01068	Administrative Analyst III	C	<del>73C</del>	<del>73C</del>	73C	73C
01060	Administrative Analyst Trainee	D	<del>45T_D</del>	<del>45T_D</del>	45T_D	45T_D
01289	ARC Administrative and Financial Manager	C	<del>73C</del>	<del>73C</del>	73C	73C
01292	ARC Project Administrator	C	<del>57C</del>	<del>57C</del>	57C	57C
01288	ARC Public and Legislative Affairs Officer	C	<del>62C</del>	<del>62C</del>	62C	62C
19173	ARMC Associate Chief Financial Officer	C	<del>83C</del>	<del>83C</del>	83C	83C
19160	ARMC Chief Financial Officer	B	<del>100B</del>	<del>100B</del>	100B	100B
01621	ARMC Chief Operating Officer	B	<del>102B</del>	<del>102B</del>	102B	102B
19145	ARMC Finance and Budget Officer	C	<del>77C</del>	<del>77C</del>	77C	77C
<del>03024</del>	<del>Assistant Cash Manager/Investment Officer</del>	<del>D</del>			<del>66D</del>	<del>66D</del>
<del>19166</del>	<del>Chief Medical</del>	<del>C</del>	<del>114C</del>	<del>114C</del>	<del>114C</del>	<del>114C</del>

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	Officer					
06047	Assistant Administrator, Economic Development Agency	B	85B	85B	85B	85B
03098	Assistant Agricultural Commissioner/Sealer	C	75C	75C	75C	75C
01280	Assistant Assessor	B	82B	82B	82B	82B
01286	Assistant Auditor-Controller/Treasurer/Tax Collector	B	84B	84B	84B	84B
01380	Assistant Chief Information Officer	C	92C	92C	92C	92C
01297	Assistant Chief Probation Officer	C	85C	85C	85C	85C
12149	Assistant County Librarian	C	73C	73C	73C	73C
04229	Assistant Director of Aging and Adult Services	C	78C	78C	78C	78C
04238	Assistant Director of Airports	C	73C	73C	73C	73C
01373	Assistant Director of Behavioral Health	C	86C	86C	86C	86C
04254	Assistant Director of Child Support	C	85C	85C	85C	85C
04257	Assistant Director of Children and Family Services	C	85C	85C	85C	85C
10019	Assistant Director of Human Resources	C	87C	87C	87C	87C
04321	Assistant Director of Land Use Services	C	84C	84C	84C	84C
18219	Assistant Director of Preschool Services	C	78C	78C	78C	78C
04331	Assistant Director of Public Health	C	85C	85C	85C86C	85C86C
04342	Assistant Director of Public Works	C	92C	92C	92C	92C
04355	Assistant Director of Purchasing	C	77C	77C	77C	77C
04393	Assistant Director of Real Estate Services	C	81C	81C	81C	81C

1	18144	Assistant Director of Risk Management	C	77C	77C	77C	77C
2							
3	04391	Assistant Director of Transitional Assistance	C	84C	84C	84C	84C
4							
5	04286	Assistant Director of Workforce Development	C	78C	78C	78C	78C
6	01410	Assistant District Attorney	B	97B	97B	97B	97B
7							
8	01622	Assistant Hospital Administrator - Ambulatory Services	C	74C	74C	74C	74C
9							
10	03114	Assistant Public Defender	B	97B	97B	97B	97B
11	01294	Assistant Recorder	B	82B	82B	82B	82B
12	18079	Assistant Registrar of Voters	C	78C	78C	78C	78C
13	01532	Assistant Sheriff	C	93C -- SAF	93C -- SAF	93C - SAF	93C - SAF
14	19172	Associate Chief Nursing Officer	C	86C	86C	86C	86C
15							
16	01625	Associate Hospital Administrator Professional Services	C	86C	86C	86C	86C
17	01599	ATC Project Administrator	C	57C	57C	57C	57C
18	01666	Auditor-Controller/Treasurer/Tax Collector Division Chief	C	78C	78C	78C	78C
19							
20	01668	Auditor-Controller/Treasurer/Tax Collector Manager	C	71C	71C	71C	71C
21							
22	<u>15054</u>	<u>Banking &amp; Settlement Compliance Manager</u>	<u>D</u>			<u>62D</u>	<u>62D</u>
23							
24	01067	Board of Supervisor's Administrative Analyst	B	73B	73B	73B	73B
25							
26	10000	BOS Chief of Staff	B	84B	84B	84B	84B
27	02027	Building Official	C	82C	82C	82C	82C
28	19957	Business Solutions Division Chief	C	82C	82C	82C	82C

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01076	Chief Administrative Analyst	C	<del>80C</del>	<del>80C</del>	80C	80C
03070	Chief Appraiser	C	<del>78C</del>	<del>78C</del>	78C	78C
01340	Chief Assistant County Counsel	B	<del>98B</del>	<del>98B</del>	<del>98B100B</del>	<del>98B100B</del>
03107	Chief Assistant District Attorney	B	<del>100B</del>	<del>100B</del>	100B	100B
03512	Chief Communications Officer	B	<del>89B</del>	<del>89B</del>	89B	89B
04302	Chief Compliance Officer -Behavioral Health	C	<del>76C</del>	<del>76C</del>	76C	76C
03099	Chief Deputy Clerk of Board of Supervisors	C	<del>73C</del>	<del>73C</del>	73C	73C
01264	Chief Deputy County Museum	C	<del>65C</del>	<del>65C</del>	65C	65C
19522	Chief Deputy Director of Sheriff's Administration	C	<del>91C</del>	<del>91C</del>	91C	91C
03105	Chief Deputy District Attorney	C	<del>94C</del>	<del>94C</del>	94C	94C
03115	Chief Deputy Public Defender	C	<del>94C</del>	<del>94C</del>	94C	94C
03116	Chief Deputy Recorder	C	<del>78C</del>	<del>78C</del>	78C	78C
03120	Chief Deputy Registrar of Voters	C	<del>65C</del>	<del>65C</del>	65C	65C
03021	Chief Deputy Treasurer	C	<del>80C</del>	<del>80C</del>	80C	80C
<del>05177</del>	<del>Chief Engineering Geologist</del>	<del>C</del>			<del>74C</del>	<del>74C</del>
15025	Chief Information Security Officer	C	<del>92C</del>	<del>92C</del>	92C	92C
03111	Chief Learning Officer	C	<del>78C</del>	<del>78C</del>	<del>78C81B</del>	<del>78C81B</del>
19165	Chief Medical Information Officer	C	<del>107C</del>	<del>107C</del>	107C	107C
<del>19166</del>	<del>Chief Medical Officer</del>	<del>C</del>			<del>114C</del>	<del>114C</del>
19164	Chief Nursing Officer	C	<del>93C</del>	<del>93C</del>	93C	93C
16382	Chief of Animal Care and Control	C	<del>80C</del>	<del>80C</del>	<del>80C81B</del>	<del>80C81B</del>
03175	Chief of Assessment	C	<del>78C</del>	<del>78C</del>	78C	78C

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	Services					
03083	Chief of Clinical Operations	C	73C	73C	73C	73C
03499	Chief of County Counsel's Administration	C	70C	70C	70C	70C
03106	Chief of District Attorney's Administration	C	73C	73C	73C	73C
10002	Chief of Environmental Health Services	C	80C	80C	80C81C	80C81C
13138	Chief of Homeless Services	B	77B	77B	77B81B	77B81B
04290	Chief of Operations Community Revitalization	B	83B	83B	83B	83B
01077	Chief of Project Management	C	84C	84C	81C	81C
03195	Chief of Public Defender's Administration	C	70C	70C	70C	70C
03221	Chief Public Works Engineer	C	88C	88C	88C	88C
03078	Child Support Chief Attorney	C	94C	94C	91C	91C
03278	Children's Network Officer	C	69C	69C	69C	69C
10025	Code Enforcement Chief	C	82C	82C	82C	82C
03388	Communications Officer	C	66C	66C	66C	66C
12151	Community Services Finance and Operations Chief	C	73C	73C	73C	73C
03503	County Chief Operating Officer	B	402B	402B	102B	102B
01062	County Compliance, Ethics and Privacy Officer	C	76C	76C	76C	76C
03496	County Counsel Research Attorney I	C	62T_G	62T_G	62T_C	62T_C
03497	County Counsel Research Attorney II	C	74C	74C	71C	71C
01078	County HIPAA Security	C	72C	72C	72C	72C

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	Officer/Assistant Privacy Officer					
03504	County Labor Relations Chief	B	<del>90B</del>	<del>90B</del>	<del>90B92B</del>	<del>90B92B</del>
<del>13274</del>	<del>County Marketing, Media &amp; Communications Coordinator</del>	<del>D</del>			<del>59D</del>	<del>59D</del>
19863	County Surveyor	C	<del>82G</del>	<del>82G</del>	82C	82C
03150	Departmental IS Administrator	C	<del>80G</del>	<del>80G</del>	80C	80C
19961	Deputy Chief of Business Solutions Development	C	<del>77G</del>	<del>77G</del>	77C	77C
16401	Deputy Chief of Community Health Services	C	<del>76G</del>	<del>76G</del>	76C	76C
16275	Deputy Chief Probation Officer	C	<del>84G</del>	<del>84G</del>	81C	81C
04085	Deputy County Counsel I	C	<del>62T_G</del>	<del>62T_G</del>	<del>62T_G64T_C</del>	<del>62T_G64T_C</del>
04095	Deputy County Counsel II	C	<del>74T_G</del>	<del>74T_G</del>	<del>74T_G73T_C</del>	<del>74T_G73T_C</del>
04100	Deputy County Counsel III	C	<del>78T_G</del>	<del>78T_G</del>	<del>78T_G80T_C</del>	<del>78T_G80T_C</del>
04105	Deputy County Counsel IV	C	<del>84C_G</del>	<del>84C_G</del>	<del>84C_G86C_C</del>	<del>84C_G86C_C</del>
04107	Deputy County Counsel V	C	<del>87C_G</del>	<del>87C_G</del>	<del>87C_G89C_C</del>	<del>87C_G89C_C</del>
13124	Deputy Director Behavioral Health Administrative Services	C	<del>83G</del>	<del>83G</del>	83C	83C
03153	Deputy Director of Behavioral Health Program Services	C	<del>83G</del>	<del>83G</del>	83C	83C
12121	Deputy Director of Governmental & Legislative Affairs	B	<del>73B</del>	<del>73B</del>	73B	73B
18182	Deputy Director of Regional Parks	C	<del>77G</del>	<del>77G</del>	77C	77C
04287	Deputy Director of RES Facilities Management	C	<del>74G</del>	<del>74G</del>	74C	74C
04394	Deputy Director of RES Leasing & Acquisition	C	<del>76G</del>	<del>76G</del>	76C	76C
01074	Deputy Director of	C	<del>77G</del>	<del>77G</del>	77C	77C

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	RES Project Management					
18146	Deputy Director of Risk Management	C	<del>71C</del>	<del>71C</del>	71C	71C
04124	Deputy Director, Administrative Services	C	<del>75C</del>	<del>75C</del>	75C	75C
04299	Deputy Director, Behavioral Health Quality Management	C	<del>83C</del>	<del>83C</del>	83C	83C
04256	Deputy Director, Child Support	C	<del>74C</del>	<del>74C</del>	74C	74C
18162	Deputy Director, Children and Family Services	C	<del>74C</del>	<del>74C</del>	74C	74C
04119	Deputy Director, Community Development and Housing	C	<del>74C</del>	<del>74C</del>	74C	74C
04118	Deputy Director, Department of Aging and Adult Services	C	<del>74C</del>	<del>74C</del>	74C	74C
04282	Deputy Director, Economic Development	C	<del>74C</del>	<del>74C</del>	74C	74C
18201	Deputy Director, Preschool Services	C	<del>74C</del>	<del>74C</del>	74C	74C
18167	Deputy Director, Program Development	C	<del>74C</del>	<del>74C</del>	74C	74C
04288	Deputy Director, Public Works	C	<del>88C</del>	<del>88C</del>	88C	88C
01331	Deputy Director, Sheriff's Coroner Division	C	<del>75C - SAF</del>	<del>75C - SAF</del>	75C - SAF	75C - SAF
18163	Deputy Director, Transitional Assistance	C	<del>74C</del>	<del>74C</del>	74C	74C
04275	Deputy Director, Workforce Development	C	<del>74C</del>	<del>74C</del>	74C	74C
04060	Deputy Executive Officer	B	<del>89B</del>	<del>89B</del>	<u>89B91B</u>	<u>89B91B</u>
16411	Deputy Public Information Officer	C	<del>66C</del>	<del>66C</del>	66C	66C
03493	Director of	B	<del>83B</del>	<del>83B</del>	83B	83B

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	Governmental & Legislative Affairs					
16278	Director of Probation Administration	C	<del>80C</del>	<del>80C</del>	80C	80C
04289	Director of Project and Facility Management	B	<del>87B</del>	<del>87B</del>	87B	87B
19162	Director of Public Relations and Marketing	C	<del>68C</del>	<del>68C</del>	68C	68C
04402	District Attorney Assistant Chief Investigator	C	<del>83C - SAF</del>	<del>83C - SAF</del>	83C - SAF	83C - SAF
04395	District Attorney Chief Investigator	C	<del>89C - SAF</del>	<del>89C - SAF</del>	89C - SAF	89C - SAF
04406	District Attorney, Public Affairs Officer	C	<del>73C</del>	<del>73C</del>	73C	73C
06041	Economic Development Manager	C	<del>69C</del>	<del>69C</del>	69C	69C
16111	EMACS Manager	C	<del>71C</del>	<del>71C</del>	71C	71C
05145	Emergency Medical Services Assistant Administrator	C	<del>70C</del>	<del>70C</del>	70C	70C
01615	EPIC Systems Administrator	C	<del>82C</del>	<del>82C</del>	82C	82C
06035	Field Representative	B	<del>63B</del>	<del>63B</del>	63B	63B
03506	Finance and Administration Projects Coordinator	D	<del>58D</del>	<del>58D</del>	58D	58D
03502	Government Relations Analyst	C	<del>66C</del>	<del>66C</del>	66C	66C
08040	Health Officer	C	<del>101C</del>	<del>101C</del>	101C	101C
08050	Healthcare Program Administrator	D	<del>70D</del>	<del>70D</del>	70D	70D
13126	Homeless Services Officer	C	<del>72C</del>	<del>72C</del>	72C	72C
06062	Housing Agency Finance Officer	C	<del>66C</del>	<del>66C</del>	66C	66C
04291	Housing Development Manager	C	<del>68C</del>	<del>68C</del>	68C	68C
05108	HS Administrative Manager	D	<del>60D</del>	<del>60D</del>	60D	60D

1	04414	HS Auditing Chief	C	<del>75C</del>	<del>75C</del>	75C	75C
2	05101	HS Program Integrity Division Chief	C	<del>74C</del>	<del>74C</del>	74C	74C
3							
4	<u>16103</u>	<u>Human Capital Management Project Manager</u>	<u>D</u>			<u>68D</u>	<u>68D</u>
5							
6	16119	Human Resources Administrative Manager	C	<del>73C</del>	<del>73C</del>	73C	73C
7	16095	Human Resources Analyst I	D	<del>60D</del>	<del>60D</del>	60D	60D
8	16098	Human Resources Analyst II	D	<del>68D</del>	<del>68D</del>	68D	68D
9							
10	16100	Human Resources Analyst III	C	<del>71C</del>	<del>71C</del>	71C	71C
11	16094	Human Resources Analyst Trainee	D	<del>47T_D</del>	<del>47T_D</del>	47T_D	47T_D
12	16091	Human Resources Assistant	D	<del>33D</del>	<del>33D</del>	33D	33D
13	10027	Human Resources Deputy Director	C	<del>84C</del>	<del>84C</del>	84C	84C
14	16110	Human Resources Division Chief	C	<del>80C</del>	<del>80C</del>	80C	80C
15	16115	Human Resources Business Partner I	D	<del>65T_D</del>	<del>65T_D</del>	65T_D	65T_D
16							
17	16116	Human Resources Business Partner II	C	<del>72C</del>	<del>72C</del>	72C	72C
18	16101	Human Resources Investigator	D	<del>68D</del>	<del>68D</del>	68D	68D
19	16109	Human Resources Manager	C	<del>75C</del>	<del>75C</del>	75C	75C
20	16093	Human Resources Specialist	D	<del>41D</del>	<del>41D</del>	41D	41D
21	16092	Human Resources Technician	D	<del>35D</del>	<del>35D</del>	35D	35D
22							
23	03023	Indigent Defense Analyst	D	<del>56D</del>	<del>56D</del>	56D	56D
24	15024	IT Chief Finance Officer	C	<del>80C</del>	<del>80C</del>	80C	80C
25	01302	IT Deputy Chief	C	<del>77C</del>	<del>77C</del>	77C	77C
26	15022	IT Division Chief	C	<del>82C</del>	<del>82C</del>	82C	82C
27	15023	IT Finance Officer	C	<del>71C</del>	<del>71C</del>	71C	71C
28	15020	Information Services Security Officer	C	<del>78C</del>	<del>78C</del>	78C	78C
	<u>15033</u>	<u>Investment Analyst</u>	<u>D</u>			<u>64D</u>	<u>64D</u>

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<u>15032</u>	<u>Investment Analyst Trainee</u>	<u>D</u>			<u>51T_D</u>	<u>51T_D</u>
01667	Investment Officer	C	<del>73C</del>	<del>73C</del>	73C	73C
05092	Labor Negotiator	C	<del>80C</del>	<del>80C</del>	80C	80C
03511	Labor Relations Analyst	D	<del>60D</del>	<del>60D</del>	60D	60D
12102	Legislative Analyst	C	<del>66C</del>	<del>66C</del>	66C	66C
04267	Marketing and Events Manager	C	<del>62C</del>	<del>62C</del>	62C	62C
03176	Network Services Division Chief	C	<del>82C</del>	<del>82C</del>	82C	82C
<u>19656</u>	<u>Organizational Development Business Partner</u>	<u>C</u>			<u>63C</u>	<u>63C</u>
01250	Planning Director	C	<del>82C</del>	<del>82C</del>	82C	82C
09999	Principal Administrative Analyst	C	<del>77C</del>	<del>77C</del>	77C	77C
16220	Principal Appraiser	C	<del>69C</del>	<del>69C</del>	69C	69C
03100	Principal Assistant County Counsel	B	<del>92B</del>	<del>92B</del>	<del>92B94B</del>	<del>92B94B</del>
10024	Principal Management Analyst	B	<del>84B</del>	<del>84B</del>	84B	84B
19856	Probation Health Services Manager	C	<del>81C</del>	<del>81C</del>	81C	81C
16360	Public Health Chief Financial Officer	C	<del>80C</del>	<del>80C</del>	<del>80C81C</del>	<del>80C81C</del>
16358	Public Health Division Chief	C	<del>80C</del>	<del>80C</del>	80C	80C
16385	Public Health Medical Director	C	<del>97C</del>	<del>97C</del>	97C	97C
16410	Public Information Officer	B	<del>83B</del>	<del>83B</del>	83B	83B
04341	Public Works Chief Financial Officer	C	<del>80C</del>	<del>80C</del>	80C	80C
<u>01638</u>	<u>Quality and Accreditation Administrator</u>	<u>C</u>			<u>88C</u>	<u>88C</u>
16389	Quality and Compliance Officer	C	<del>75C</del>	<del>75C</del>	75C	75C
18031	Real Estate Services Manager	C	<del>67C</del>	<del>67C</del>	67C	67C
18141	Risk Assessment Officer	C	<del>70C</del>	<del>70C</del>	70C	70C
01600	SAP Chief	C	<del>80C</del>	<del>80C</del>	80C	80C

1	16102	Senior Human Resources Investigator	C	<del>72G</del>	<del>72G</del>	72C	72C
2							
3	03509	Senior Labor Relations Analyst	C	<del>72G</del>	<del>72G</del>	72C	72C
4	03510	Senior Labor Relations Officer	C	<del>75G</del>	<del>75G</del>	75C	75C
5							
6	04207	Sheriff's Deputy Director of Administrative Services	C	<del>84G</del>	<del>84G</del>	84C	84C
7							
8	19521	Sheriff's Administrative Manager	C	<del>73G</del>	<del>73G</del>	73C	73C
9	19465	Sheriff's Captain	C	<del>83C - SAF</del>	<del>83C - SAF</del>	83C - SAF	83C - SAF
10	19460	Sheriff's Deputy Chief	C	<del>88C - SAF</del>	<del>88C - SAF</del>	88C - SAF	88C - SAF
11							
12	19518	Sheriff's Executive Officer of Corrections and Support Services	C	<del>88G</del>	<del>88G</del>	88C	88C
13							
14	19520	Sheriff's Financial Manager	C	<del>73G</del>	<del>73G</del>	73C	73C
15	19507	Sheriff's Health Services Administrator	C	<del>84G</del>	<del>84G</del>	84C	84C
16							
17	04123	Special Assistant Deputy District Attorney	C	<del>88G</del>	<del>88G</del>	88C	88C
18	04126	Special Assistant to the District Attorney	B	<del>97B</del>	<del>97B</del>	97B	97B
19	03505	Strategic Initiatives Chief	C	<del>80G</del>	<del>80G</del>	80C	80C
20							
21	19196	Strategy and Business Development Officer	C	<del>77G</del>	<del>77G</del>	77C	77C
22							
23	19822	Supervising Deputy County Counsel	C	<del>90G</del>	<del>90G</del>	<del>90C</del> <u>92C</u>	<del>90C</del> <u>92C</u>
24	16120	Supervising Human Resources Business Partner	C	<del>75G</del>	<del>75G</del>	75C	75C
25							
26	16096	Supervising Human Resources Technician	D	<del>43D</del>	<del>43D</del>	43D	43D
27	21005	Undersheriff	B	<del>98B - SAF</del>	<del>98B - SAF</del>	98B - SAF	98B - SAF
28	17351	Victim Services Chief	C	<del>71G</del>	<del>71G</del>	71C	71C

(C) Exempt—Executive Assistants.

EXECUTIVE ASSISTANTS						
Job Code	Classification	Benefit Group	Grade Effective 7/30/22	Salary Grade Effective 2/25/23	Salary Grade Effective 2/24/24	Salary Grade Effective 2/24/24, 2/22/25 & 2/21/2026
01059	Administrative Aide (K)	C	57C	57C	57C	57C
03101	Administrative Aide to the County Counsel	C	57C	57C	57C	57C
01598	Auditor-Controller/Treasurer/Tax Collector Executive Assistant	C	57C	57C	57C	57C
<u>05282</u>	<u>CEO Executive Assistant</u>	<u>C</u>			<u>62C</u>	<u>62C</u>
05281	CEO Executive Assistant - Unclassified	C	60C	60C	60C	60C
16019	County Counsel Law Clerk	C	58C	58C	58C	58C
19046	County Counsel Lead Secretary	D	48D	48D	48D	48D
03498	County Counsel Paralegal	D	50D	50D	50D	50D
03507	County Counsel Senior Paralegal	D	54D	54D	54D	54D
05320	Executive Assistant	D	57D	57D	57D	57D
<u>05291</u>	<u>Executive Administrative Assistant</u>	<u>D</u>			<u>49D</u>	<u>49D</u>
05300	Executive Secretary I	D	40D	40D	40D	40D
05305	Executive Secretary II	D	45D	45D	45D	45D
05306	Executive Secretary II -- Unclassified	C	45C	45C	45C	45C
05311	Executive Secretary III -- Classified	D	50D	50D	50D	50D
05312	Executive Secretary III -- Unclassified	C	50C	50C	50C	50C
05256	Executive Secretary, Board of Supervisors	C	52C	52C	52C	52C

03280	Secretary, Civil Service Commission	D	<del>45D</del>	<del>45D</del>	45D	45D
<u>05290</u>	<u>Senior Executive Administrative Assistant</u>	<u>C</u>			<u>56C</u>	<u>56C</u>
19540	Sheriff's Special Assistant	C	<del>57C</del>	<del>57C</del>	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.

(45) 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 78 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 advancements within a base salary range shall be based upon a one-step increment, approximately two and one-half percent. The employee shall be eligible for step advancements after completion of increments of 1,040 hours until the top step of the

1 range is reached.

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

11 (B) Implementation of Classification Study Results.

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

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

27 (C) Salary Rate Adjustment. A salary rate (equity) adjustment is  
28 a change in the salary range assignment of an existing classification as a result of a

1 compensation study. Step placement for incumbent employees whose classification is  
2 assigned to a higher base salary range shall be determined as follows, unless this process  
3 is waived by the Chief Executive Officer:

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

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

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

28 An employee demoted for non-disciplinary reasons who returns to

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

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

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

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

25 (E) Promotion. A promotion is the appointment of an employee  
26 from one classification to a classification having a higher base salary range. A promoted  
27 employee shall receive at least the entrance rate of the new range or a two-step or five  
28 percent salary increase, (i.e., mathematically closest to five percent) whichever is greater,

1 provided that no employee is thereby advanced in step nor advanced above the top step  
2 of the higher base salary range. At the discretion of the appointing authority and with the  
3 approval of the Director of Human Resources, an employee may be placed at any step  
4 within the higher base salary range. Promotions shall be effective only at the beginning  
5 of a pay period unless the Director of Human Resources approves an exception.

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

15 (e) Hours of Work.

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

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

1 compensation would include implementation of the intent of a Board of Supervisors  
2 approved program or emergency response.

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

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

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

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

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

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

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

9 (f) Insurance Programs.

10 (1) Medical and Dental Coverage Insurance.

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

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

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

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

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

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

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

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

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

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

1 \$115.00 per pay period.

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

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

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

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

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

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

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

1 plan.

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

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

22 (2) Term Life Insurance.

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

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

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

11 ~~(3) Variable Group Universal Life. Eligible employees may purchase,~~  
12 ~~through payroll deductions, variable group universal life insurance subject to carrier~~  
13 ~~requirements and approval. The benefit levels for such insurance shall be equivalent to~~  
14 ~~no more than three times the employee's annual base earnings. Employees who~~  
15 ~~purchase variable group universal life insurance shall be provided a County contribution~~  
16 ~~towards the biweekly premium based on the following schedule:~~

	<del>Benefit Group</del>	<del>County Contribution</del>
A	<del>Benefit Group</del>	<del>100 percent of the premium of the annual base salary</del>
B	<del>Benefit Group</del>	<del>50 percent of the premium of the annual base salary or 100 percent of the premium equal to one-half of the annual base salary</del>
C	<del>Benefit Group</del>	<del>25 percent of the premium of the annual base salary</del>
D	<del>Benefit Group</del>	<del>25 percent of the premium of the annual base salary</del>

1 ~~If the employee does not have sufficient earnings to cover the deduction for~~  
2 ~~premiums, the employee must make alternative payment arrangements that are~~  
3 ~~acceptable to Human Resources.~~(4) Group Universal Life. ~~Effective September 1,~~  
4 ~~2022, the variable group universal life insurance provided in Subsection 13.0613(f)(3)~~  
5 ~~above shall be discontinued and replaced with a group universal life insurance policy.~~

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

17  
18 If the employee does not have sufficient earnings to cover the deduction for  
19 premiums, the employee must make alternative payment arrangements that are  
20 acceptable to Human Resources.

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

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

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

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

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

26 (g) Leave Provisions.

27 (1) Sick Leave. Sick leave with pay is an insurance or protection  
28 provided by the County to be granted in circumstances of adversity to promote the health

1 of the individual employee. It is not an earned right to time off from work. SICK LEAVE  
2 is defined to mean the authorized absence from duty of an employee because of physical  
3 or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease,  
4 for a medical, optical, or dental appointment, for certain purposes related to being a victim  
5 of domestic violence, sexual assault or stalking, or other purpose authorized herein.

6 (A) Definition.

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

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

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

28 (C) Compensation. Approved sick leave with pay shall be

1 compensated at the employee's base rate of pay. The minimum charge against  
2 accumulated sick leave shall be 15 minutes.

3 (D) Administration.

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

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

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

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

27 (IV) Proof. A doctor's certificate or other adequate proof  
28 shall be provided by the employee in all cases of absence due to illness if requested by

1 the appointing authority. All requests for proof of illness shall be made in compliance with  
2 the Labor Code and other law.

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

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

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

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

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

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

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(F) Return-to-Work Medical Clearance.

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

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

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

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

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

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

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

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

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

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

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

1 (l) Separation. Unused sick leave shall not be payable upon  
2 separation of the employee, except as provided in the Retirement Medical Trust Fund,  
3 Subsection 13.0613(k)(4) and as provided below.

4 Upon the death of an active employee with five or more years of  
5 continuous service from the most recent date of hire in a regular position, the estate of  
6 the deceased employee will be paid the cash value for the unused sick leave balances  
7 according to the sick leave conversion formula below only up to 1,000 hours, and will not  
8 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

14 (J) Sick Leave Conversion. While employed by the County,  
15 employees who have contributed to a public sector retirement(s) for over five years and  
16 have not withdrawn the contribution from the system(s) may exchange accrued sick leave  
17 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

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

25 (2) Vacation Leave.

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

1 leave purposes upon a special request of the employee and with the approval of the  
2 appointing authority.

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

13 The maximum vacation leave accrual balance that may be carried  
14 over to a future calendar year shall be 480 hours. However, the maximum vacation leave  
15 accrual balance that may be carried over into a future calendar year for an employee with  
16 a balance of more than 480 hours at the end of calendar year 2010 shall be such  
17 employee's vacation leave balance at the end of pay period 26 of calendar year 2010.  
18 Thereafter, the maximum vacation accrual balance for those employees with a balance  
19 greater than 480 hours at the end of calendar year 2010 shall be adjusted annually at the  
20 end of each calendar year and shall never be increased. Any vacation leave accrual  
21 balance in excess of the employee's maximum leave accrual balance at the end of the  
22 calendar year shall be cashed out and paid in accordance with Subsection  
23 13.0613(g)(2)(E)(II).

24 (C) Administration.

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

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

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

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

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

20 (E) Conversion of Vacation Leave to Cash.

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

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

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

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

16                                   (3) Holiday Leave.

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

- 19                                   January 1
- 20                                   Third Monday in January
- 21                                   Third Monday in February
- 22                                   Last Monday in May
- 23                                   June 19
- 24                                   July 4
- 25                                   First Monday in September
- 26                                   Second Monday in October
- 27                                   November 11
- 28                                   Thanksgiving Day

1 Day after Thanksgiving

2 December 24

3 December 25

4 December 31

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

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

17 (C) Maximum Holiday Leave Accrual Balance

18 (I) The maximum holiday leave accrual balance that may  
19 be carried over to a future calendar year shall be 112 hours. However, the maximum  
20 holiday leave accrual balance that may be carried over into a future calendar year for an  
21 employee with a balance of more than 112 hours at the end of calendar year 2010 shall  
22 be such employee's holiday leave balance at the end of pay period 26 of calendar year  
23 2010. Thereafter, the maximum holiday accrual balance for those employees with a  
24 balance greater than 112 hours at the end of calendar year 2010 shall be adjusted  
25 annually at the end of each calendar year and shall never be increased.

26 (II) Effective pay period 14 of calendar year 2022, the  
27 maximum holiday leave accrual balance will increase to 120 hours. The maximum  
28 holiday leave balance that may be carried over to a future calendar year shall be 120

1 hours. However, employees with a grandfathered balance of more than 120 hours shall  
2 carry over their maximum grandfathered accrual balance in accordance with Subsection  
3 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in excess of the employee's  
4 maximum holiday leave accrual balance at the end of the calendar year shall be cashed  
5 out and paid in accordance with Subsection 13.0613(g)(3)(G)(II).

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

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

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

17 (G) Conversion of Holiday Leave to Cash.

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

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

26 Option 1. Future Accruals. An employee must make an  
27 irrevocable election during the month of December, specifying the number of hours to be  
28 sold back from the next calendar year's holiday time accrual. Such election must be made



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

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

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

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

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

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

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

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

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

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

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

1 90 calendar days after the date of expiration of the leave of absence. The 90 days shall  
2 run concurrently with the first 90 days of the one-year period provided in the  
3 reemployment subdivision.

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

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

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

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

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

1 is on the medical leave of absence.

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

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

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

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

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

27 (E) The donation is to be utilized for the employee's Medical  
28 Emergency Leave only; the donation to one employee is limited to a total of 1,040 hours

1 per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less  
2 than 40 hours per week. Example: An employee who is regularly scheduled 20 hours per  
3 week is eligible for a maximum donation of 520 hours of Medical Emergency Leave.

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

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

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

26 (7) Military Leave. As provided in the California Military and Veterans  
27 Code section 395 et seq., and any amendment thereto, and the Federal Uniformed  
28 Services Employment and Reemployment Rights Act of 1994, a County employee,

1 regular, extra-help, per diem, or recurrent may be entitled to the following rights  
2 concerning military leave:

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

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

13 (C) Temporary Active Duty. Any employee who is a member of  
14 the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled  
15 to temporary military leave of absence for the purpose of active military training,  
16 encampment, naval cruises, special exercises or like activities provided that the period of  
17 ordered duty does not exceed 180 calendar days, including time involved in going to and  
18 returning from such duty. While on paid status, an employee on temporary military leave  
19 shall receive the same vacation, holiday, and sick leave, step advances, and benefits that  
20 would have been enjoyed had the employee not been absent, providing such employee  
21 has been employed by the County for at least one year immediately prior to the date such  
22 leave begins. In determining the one-year employment requirement, all time spent in  
23 recognized military service, active or temporary, shall be counted. An exception to the  
24 above is that an uncompleted probationary period must be completed upon return to the  
25 job. Any employee meeting the above one-year employment requirement shall be entitled  
26 to receive his or her regular salary or compensation, pursuant to Subsection  
27 13.0613(g)(7)(E).

28 (D) Full-Time Active Duty. Employees who resign from positions

1 to serve in the Armed Forces for more than 180 days, shall have a right to return to former  
2 classification upon serving written notice to the appointing authority, no later than 90 days  
3 after completion of such service. Returning employees are subject to a  
4 physical/psychological examination. Should such employee's former classification have  
5 been abolished, then the employee shall be entitled to a classification of comparable  
6 functions, duties, and compensation if such classification exists, or to a comparable  
7 vacant position for which the employee is qualified.

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

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

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

1 up the time. Employees cannot be required to use their accrued leave. Any employee  
2 meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or  
3 compensation for the first 30 calendar days of any such leave. Pay for such purposes  
4 shall not exceed 30 days in any one fiscal year and shall be paid only for the employee's  
5 regularly scheduled workdays that fall within the 30 calendar days.

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

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

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

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

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

26           (11) Witness Leave. Employees in regular positions shall be entitled to a  
27 leave of absence from work when subpoenaed to testify as a witness, such subpoena  
28 being properly issued by a court, agency, or commission legally empowered to subpoena

1 witnesses. This benefit shall not apply in any case in which the subpoenaed employee  
2 is a party to the action or the subpoena has arisen out of the employee's scope of  
3 employment. Witness leave shall not be charged against any accumulated leave  
4 balances and shall be compensated at the employee's base hourly rate. This benefit will  
5 be paid only if the employee has demanded witness fees at the time of service of the  
6 subpoena, and such fees are turned over to the County.

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

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

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

1 days of unpaid bereavement leave. The five days of leave shall include paid leave under  
2 this section, and use of sick leave as defined in section 13.0613(g)(1)(E)(II) above.

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

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

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

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

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

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

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

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

27 Requests for special assignment compensation may be initiated by the appointing  
28 authority or an employee via the appointing authority. The appointing authority and the

1 employee bear mutual responsibility for initiating the compensation request in a timely  
2 manner and adhering to the compensation provisions defined in this provision. It is  
3 important to obtain Human Resources Department review of the request in advance of  
4 the date the employee begins the assignment, since there is no guarantee that the  
5 request will be approved. Special assignment compensation is to be effective only with  
6 the Director of Human Resources written approval, assignment of the greater level of  
7 duties, and signed acceptance by the employee.

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

13 (j) Expenses Incurred in Conducting County Business and Expense  
14 Reimbursement.

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

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

26 (2) Responsibilities. It shall be the responsibility of each appointing  
27 authority or designee to investigate and approve each request for expense  
28 reimbursement. It shall be the responsibility of each employee to obtain prior approval

1 from the appropriate appointing authority or designee to incur a business expense or to  
2 exceed maximum allowable amounts provided in Section (7) below.

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

6           (3) Travel Authorization.

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

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

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

16           (4) Authorization for Attendance at Meetings.

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

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

24           (5) Records and Reimbursements.

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

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

1 (I) Subsistence, except as otherwise provided in this  
2 subdivision;

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

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

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

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

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

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

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

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

22 (6) Transportation Modes.

23 (A) The general rule for selection of a mode of transportation is  
24 that mode which represents the lowest expense to the County. Where an employee is  
25 given the choice between several means of travel (e.g., use of County vehicle vs. own  
26 personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more  
27 costly, the employee shall only be reimbursed for the lesser cost option. For example, if  
28 an employee chooses to drive his or her own vehicle when offered a County vehicle, the

1 employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an  
2 airplane is less than the cost of driving, the employee shall only be reimbursed for the  
3 amount the County would have paid for the flight.

4 (B) Travel via Private Automobile.

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

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

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

26 (C) Travel via Air.

27 (I) Commercial Aircraft. When commercial aircraft  
28 transportation is approved, the "cost of public carrier" shall mean the cost of air coach

1 class rate including tax and security surcharges. Travel via charter aircraft shall be limited  
2 to emergencies, or when other types of transportation are impractical or more expensive.  
3 Specific prior approval for travel via charter aircraft must be obtained from the Chief  
4 Executive Officer or designee.

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

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

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

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

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

25 (D) Travel via Rental Vehicles. Reimbursement will be provided  
26 for the cost of a rental vehicle used for business purposes if such use is approved by the  
27 appointing authority. Rental vehicles are covered for liability and vehicle physical damage  
28 under the County's self-insurance program. Reimbursement will not be provided for the

1 additional costs incurred if any employee purchased any additional insurance or signs a  
2 collision damage waiver (CDW) when renting a vehicle for County business. Requests  
3 for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the  
4 rental agreement or rental receipt and gasoline receipt.

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

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

14 (7) Subsistence.

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

28 (B) An employee may be reimbursed for lodging expenses at

1 actual cost, generally not to exceed the standard lodging per diem rate as established by  
2 the GSA, except as otherwise provided in Subdivision (A) above.

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

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

10 (II) Without receipts. An employee may be reimbursed for  
11 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars  
12 (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15 percent  
13 gratuity.

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

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

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

25 (k) Medical Insurance and Retirement System Contributions.

26 (1) Medical Insurance Contributions.

27 (A) Section 125 Premium Conversion Plan.

28 (I) Eligible employees shall be provided with a Section

1 125 premium conversion plan. The purpose of the plan is to provide employees a choice  
2 between paying premiums with either pre-tax salary reductions or after-tax payroll  
3 deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the  
4 Internal Revenue Service (IRS) specified limit) and accidental death and dismemberment  
5 insurance premiums currently maintained for Exempt Group employees or any other  
6 programs(s). The amount of the pre-tax salary reduction or after-tax payroll deduction  
7 must be equal to the required insurance premium.

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

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

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

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

24 (B) Medical and Dental Subsidies.

25 (I) The County has established a medical premium  
26 subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible  
27 employees. The MPS shall be applied first to medical plan premiums and then to dental  
28 plan premiums. The applicable MPS amount shall be paid directly to the providers of the

1 County-sponsored medical and dental plans in which the eligible employee has enrolled.  
2 In no case, shall the MPS exceed the total cost of the medical and dental insurance  
3 premium for the coverage selected.

4 Effective 7/16/22 the following MPS amounts apply:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>	<u>\$143.11</u>	<u>\$286.21</u>
<u>Employee + 1</u>	<u>\$225.41</u>	<u>\$450.82</u>
<u>Employee + 2</u>	<u>\$316.31</u>	<u>\$632.61</u>

9 Effective July 7/15, 2023 the following MPS amounts apply:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>	<u>\$151.83</u>	<u>\$303.66</u>
<u>Employee + 1</u>	<u>\$239.16</u>	<u>\$478.31</u>
<u>Employee + 2</u>	<u>\$335.59</u>	<u>\$671.18</u>

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

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

18 Effective July 13, 2024, the MPS amounts for employees scheduled for 61 to 80  
19 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by  
20 100% of the benefit plan year premium increase of the County's Blue Shield Signature  
21 HMO. This new MPS amount shall be the new basis for subsequent years. For example,  
22 if the 2024/2025 Benefit Plan Year premium for the Employee-Only tier increases by \$20  
23 per pay period, the MPS amount will increase by \$20 per pay period (i.e., 100% of \$20)  
24 and the total MPS for the Employee-Only tier will be \$330.75. Employees scheduled for  
25 40 to 60 hours will receive an amount equal to one-half of the MPS for employees  
26 scheduled for 61 to 80 hours.

27 Effective July 12, 2025, the MPS amounts for employees scheduled for 61 to 80  
28 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by

100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

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

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

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

Effective 7/13/24 the following MPS amounts apply:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$160.56	\$321.11
Employee + 1	\$252.09	\$505.80
Employee + 2	\$354.88	\$709.75

Effective 7/12/25 the following MPS amounts apply:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$169.28	\$338.56
Employee + 1	\$266.65	\$533.29
Employee + 2	\$374.16	\$748.32

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

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

(i) FMLA/CFRA. Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than

1 the required number of hours designated in Subsection 13.0613(f)(1) above will continue  
2 to be enrolled in a County-sponsored medical plan and receive MPS and DPS in  
3 accordance with applicable law.

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

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

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

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

27 (2) Retirement System Contributions.

28 (A) County Contributions. The County shall pay all required

1 employer contributions to the San Bernardino County Employee's Retirement Association  
2 (SBCERA).

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

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

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

22 (C) Special Provisions.

23 (I) Except as provided below, employees who have 30  
24 years of service credit shall not be paid in cash seven percent of earnable compensation.  
25 Employees with at least 25 years of service as set forth in Government Code section  
26 31625.3 as of June 18, 2011, and who either already have or thereafter attain 30 years  
27 of service credit as set forth in Government Code section 31625.3 shall have one  
28 opportunity during the employee's employment to receive cash payments of seven

1 percent of earnable compensation for up to 26 consecutive pay periods.

2 (II) Employees who are over the age of 60 at the time of  
3 hire, and who are in a regular position, and who choose not to be a member of SBCERA,  
4 shall be enrolled in the County's 401(k) Salary Savings Plan. The County shall contribute  
5 the applicable percent of the employee's biweekly salary as defined in Subsection  
6 13.0613(q) to the Plan, and the employee shall contribute a minimum of three percent of  
7 biweekly salary to the plan, not to exceed the annual limits of the Plan as defined in the  
8 Internal Revenue Code.

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

14 (E) Special Provisions for Exempt Safety Employees. The  
15 following Subdivision shall apply to all members of the Exempt Group who are safety  
16 members of SBCERA as defined in Government Code section 31469.3, on October 1,  
17 2003.

18 For Tier 1 safety members of SBCERA, the County adopted a  
19 resolution making Government Code section 31664.1 applicable to safety members,  
20 effective October 1, 2003. The County also adopted a resolution pursuant to Government  
21 Code section 31678.2, applying the formula set forth in Government Code section  
22 31664.1 applicable to all prior safety service credit for every eligible employee under this  
23 Subdivision.

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

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

27 (A) General. The County has established a Medical Expense  
28 Reimbursement Plan, also known as a Flexible Spending Account (FSA). This plan has

1 been established in accordance with the provisions of Internal Revenue Code section  
2 125. Human Resources will serve as the FSA Plan administrator and will administer the  
3 FSA in accordance with the County's plan document. The FSA's plan year will coincide  
4 with the County's benefit plan year.

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

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

27 The Retirement Medical Trust Fund will be administered by Human  
28 Resources as the plan administrator in accordance with the plan document and applicable

1 law.

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

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

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

17 (C) County Contribution. The County will contribute to the RMT  
18 as follows:

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

22 \*For purposes of the RMT contribution, base salary is as defined in the RMT plan  
23 document.

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

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

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

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

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

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

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

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

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

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

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

13 (I) A qualifying degree.

14 (II) Current statements from an unpaid loan.

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

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

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

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

22 (2) Terms of Loan Repayment Assistance: Employees with 2 or more  
23 years of continuous service with the County may apply for tuition loan repayment.  
24 Continuous service is defined as the total length of service from an employee's most  
25 recent beginning (hire) date in a regular position with no separation from County  
26 employment. Employees must complete a new application and submit supporting  
27 documentation for each disbursement for loan repayment. Any additional annual incentive  
28 will require completion of new one-year continuous periods of Qualifying Service on and

1 after the date of the implementation of this provision. In no event will the payments be  
2 combined. If the application meets County requirements, the payment shall be as follows:

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

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

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

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

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

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

16 (3) Restrictions

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

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

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

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

28 (E) Employees who separate from County employment are not

1 entitled to prorated payments.

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

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

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

8 (4) Program Details

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

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

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

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

21 Should a classified employee's position be abolished, the County will make  
22 reasonable efforts to place the employee in a comparable County position based upon  
23 the employee's skills, knowledge and abilities, as well as consideration for the employee's  
24 length of service with the County. If reasonable efforts to place an exempt classified  
25 employee in a comparable County position are unsuccessful, the employee shall be  
26 subject to lay-off by written notification by the appointing authority or the Chief Executive  
27 Officer, which notification shall be given at least ten working days prior to the effective  
28 date of the layoff. An Exempt Group classified employee does not have any bumping

1 rights to other County positions.

2 (o) Automobiles.

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

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

11 (2) All County employees in Benefit Groups A and B, Assistant Sheriffs  
12 and Sheriff's Deputy Chiefs, the District Attorney Chief Investigator, and effective January  
13 14, 2023 the Assistant Chief Probation Officer in a paid status shall receive a biweekly  
14 automobile allowance in the amount of \$461.54 with no mileage reimbursement, provided  
15 they are not assigned a County vehicle pursuant to Subsection 13.0613(o)(1) above and  
16 they provide a private vehicle for their own use on County business. An employee who  
17 becomes eligible or ineligible for this benefit in the middle of a pay period will receive a  
18 prorated sum of automobile allowance. Employees selecting this allowance shall be  
19 required to have a vehicle available at all times for use on County business. This  
20 allowance shall be considered complete reimbursement for the acquisition, insurance,  
21 maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

22 (p) Administrative Leave. Effective pay period 1 of each year, an employee in  
23 a regular position who is in paid status will be provided with 80 hours of administrative  
24 leave time for the employee's use. An eligible employee in a regular position who is part-  
25 time or job-sharing shall be eligible for a prorated number of administrative leave hours  
26 based on regularly scheduled hours. Employees newly entering the Exempt Group after  
27 the beginning of pay period 1 shall receive a prorated number of hours. Such proration  
28 shall be based upon the remaining number of pay periods in the calendar year nearest

1 the employee's appointment. Employees not in paid status in pay period 1 shall receive,  
2 upon return to paid status, a prorated number of Administrative Leave hours based on  
3 the number of pay periods remaining in the calendar year.

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

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

13 (q) Contributions to Salary Savings Plan.

14 (1) Biweekly contributions of Exempt Group employees to the County's  
15 401(k) Defined Contribution Plan will be matched by a County contribution on the basis  
16 of two times the employee's contribution. The biweekly contributions of Exempt Group  
17 employees in Benefit Groups A, B, and C of up to four percent of biweekly base salary  
18 will be matched by a County contribution of two times the employee's contribution, not to  
19 exceed eight percent of an employee's biweekly base salary. The biweekly contributions  
20 of Exempt Group employees in Benefit Group D to the County's 401(k) Defined  
21 Contribution Plan of up to three percent of biweekly base salary will be matched by a  
22 County contribution of two times the employee's contribution. The County contribution  
23 shall not exceed six percent of an employee's biweekly base salary.

24 (2) Biweekly contributions of Exempt Group employees in Benefit  
25 Groups A and B to the County's 457(b) Deferred Compensation Plan up to one percent  
26 of biweekly base salary will be matched by a County contribution on the basis of one  
27 times the employee's contribution. The County contribution shall not exceed one percent  
28 of the employee's biweekly base salary. The County contribution shall be deposited in

1 the County's 401(a) Defined Contribution Plan.

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

8 (r) Employment Interview Expenses and Moving Reimbursement.

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

17 (2) Moving Expense Reimbursement.

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

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

28 (C) For employees in Benefit Group D the following provision

1 applies. To assist with the recruitment and appointment of qualified individuals to hard-  
2 to-recruit positions/classifications, upon request of the appointing authority, the Director  
3 of Human Resources may authorize reimbursement of a new employee's relocation-  
4 related expenses incurred as a result of accepting employment with the County, as  
5 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

6  
7  
8  
9 \*The 250-mile distance shall only apply if the relocation is from outside San Bernardino  
10 County.

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

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

22 (s) Peace Officer Standards and Training Pay.

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

27 (2) Qualification. An Exempt Group law enforcement employee, other  
28 than the elected Sheriff, in the Sheriff's Department or District Attorney's Office who

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

11 (3) Rates.

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

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

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

1 POST Pay of four percent. Effective January 28, 2023, the County shall establish a new  
2 POST Pay of five percent. Effective January 27, 2024, the County shall establish a new  
3 POST Pay of six percent. Effective January 25, 2025, the County shall establish a new  
4 POST Pay of seven percent.

5 (C) Effective July 18, 2020, the County shall establish a new  
6 POST base pay for employees who obtain a Management POST Certificate. This POST  
7 base pay shall be approximately \$1.79 per hour above POST base pay effective July 18,  
8 2020, for a Supervisory Certificate or a master's degree. The initial establishment of this  
9 new POST base pay for a Management POST certificate is subject to the discretion of  
10 the Chief Executive Officer based on the availability of financial resources.

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

17 (t) Dependent Care Assistance Plan. The purpose of this Section 125  
18 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an  
19 election to pay for certain dependent care expenses with salary reduction from  
20 compensation contributed to the plan before federal income or social security taxes are  
21 paid to the IRS ("Salary Reduction") in accordance with Internal Revenue Code sections  
22 125 and 129 and regulations issued pursuant thereto. The DCAP shall be construed to  
23 comply with said code sections and to meet the requirements of any other applicable  
24 provisions of law. The DCAP will be administered by Human Resources in accordance  
25 with the DCAP plan document and applicable law.

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

28 (2) Enrollment in the plan is required every plan year and is limited to

1 the annual open enrollment period or no later than 60 days following the date of becoming  
2 eligible due to a mid-year change in status event. Failure to submit a participation  
3 agreement within the time frame shall result in an election to not participate in the plan.

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

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

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

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

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

26 It shall be the responsibility of the appointing authority to initiate such  
27 requests and to provide a copy of such request to the employee. Written requests may  
28 also be made by the employee through the appointing authority in the same manner.

1 Requests for a salary rate increase should be initiated during the first 30 calendar days  
2 of such assignment. Requests for retroactive payment of a salary increase must be filed  
3 as soon as possible, but not later than one calendar year after assignment of the higher  
4 level duties and must be approved by the Director of Human Resources. Failure to meet  
5 this time limitation shall waiver any and all rights to retroactive pay.

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

22           (v) Personnel Rules. Notwithstanding any other provision in the County Code  
23 or the Personnel Rules, those serving in classified service positions have appeal rights  
24 under the Personnel Rules, except as otherwise provided herein. Any such appeals shall  
25 be heard by a hearing officer selected from the Civil Service Commission Hearing Officer  
26 list and appointed by the Civil Service Commission or, upon mutual agreement of the  
27 appellant and the County, shall be heard by the Civil Service Commission. If the appeal  
28 is heard by a hearing officer, the Civil Service Commission shall either accept or reject

1 the hearing officer's findings and recommendations within 30 days of receipt by the  
2 Commission.

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

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

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

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

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

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

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

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

24 (w) Reemployment.

25 (1) A regular employee who has separated County employment, and  
26 who is subsequently rehired in the same classification in a regular position within one  
27 year (i.e., beginning the first day of work by the 365th calendar day), may receive  
28 restoration of salary step, vacation accrual rate, and sick leave balance, unless the

1 employee has received payment for unused sick leave in accordance with the Retirement  
2 Medical Trust Subdivision, subject to the approval and conditions established by the  
3 appointing authority and the Director of Human Resources. Such employees begin  
4 accruing vacation and sick leave and may utilize the same immediately. Restoration of  
5 retirement contribution rate shall be in accordance with applicable State law and in  
6 compliance with any requirements established by SBCERA. The employee shall be  
7 required to serve a new probationary period, unless waived by the Director of Human  
8 Resources. The employee shall be provided a new date of hire for purposes of County  
9 seniority.

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

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

27 (4) Reemployment from Layoff. A regular employee who has been laid  
28 off from County employment and is subsequently rehired to a regular position shall be

1 reemployed in the same manner as described in the reemployment subdivision.  
2 Restoration of retirement contribution rate shall be in accordance with applicable state  
3 law and in compliance with any requirements established by SBCERA.

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

7 (x) Recruitment and Referral Bonus Programs.

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

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

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

23 (A) Bonus Amount and Method of Payment.

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

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

6 (III) The eligible employee hired into a position/  
7 classification in Benefit Group D shall receive no less than \$500.00 and no more than  
8 \$1,000.00 upon hire and an additional \$1,000 upon completion of 2,080 service hours in  
9 the position/classification for which the original bonus was granted.

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

12 (B) Limitations and Exclusions.

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

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

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

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

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

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

9 (C) Limitations and Exclusions.

10 (I) No bonus will be paid for any candidate whose name  
11 was placed on the eligible list for positions in the classification prior to the beginning date  
12 certified by the Director of Human Resources for that classification to be eligible for  
13 participation in the referral bonus program. Similarly, no bonus will be paid for any  
14 candidate whose name was placed on the eligible list for positions in the classification  
15 after the ending date certified by the Director of Human Resources for that classification  
16 to be eligible for participation in the referral bonus program.

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

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

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

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

27 (VI) The appointing authority shall have sole responsibility  
28 and authority to determine eligibility for the second installment of the referral bonus. Such

1 determination shall not be subject to review or appeal.

2 (y) County Counsel Legal Service Classification.

3 (1) Application. This section shall apply to all Deputy County Counsel  
4 classifications.

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

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

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

21 (5) Deputy County Counsel II. After a period of 1,040 hours of service  
22 and a satisfactory rating in the Deputy County Counsel II classification, an attorney shall  
23 be advanced one step increment. After an additional period of 1,040 hours of service and  
24 a satisfactory rating, the Deputy County Counsel II shall ~~be advanced one step increment.~~  
25 ~~After an additional period of not less than 1,040 hours nor more than 2,080 hours of~~  
26 ~~service, the Deputy County Counsel II shall~~ be promoted to a Deputy County Counsel III  
27 classification, or the Deputy County Counsel II shall be terminated if it is found that such  
28 promotion is not merited. An attorney hired as a Deputy County Counsel II at some step

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

4 (6) Deputy County Counsel III. After a period of 1,040 hours of service  
5 and a satisfactory rating in the Deputy County Counsel III classification, an attorney shall  
6 be advanced one step increment. After an additional period of 1,040 hours of service and  
7 a satisfactory rating, the Deputy County Counsel III shall be ~~advanced one step~~  
8 ~~increment. After an additional period of not less than 1,040 hours nor more than 2,080~~  
9 ~~hours of service, the Deputy Counsel III shall be~~ promoted to a Deputy County Counsel  
10 IV classification or the Deputy County Counsel III shall be terminated if it is found that  
11 such promotion is not merited. An attorney hired as a Deputy County Counsel III at some  
12 step other than step 1 because of experience, ability, or needs of the County may, after  
13 1,040 hours of service and a satisfactory rating, be promoted to a Deputy County Counsel  
14 III classification upon the recommendation of the appointing authority.

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

20 (8) Attorneys shall only attain regular status at the ~~be on probation for~~  
21 ~~the entire time of service below the~~ Deputy County Counsel IV level. An attorney hired  
22 as a new employee in the Deputy County Counsel III or Deputy County Counsel IV  
23 classification shall serve a combined probationary and training period of 2,080 hours of  
24 service. Those promoted to Deputy County Counsel IV from Deputy County Counsel III  
25 shall ~~immediately~~ acquire regular status in the higher classification.

26 (9) Deputy County Counsel V. A Deputy County Counsel IV at the top  
27 step of the Deputy County Counsel IV level may be promoted to a Deputy County Counsel  
28 V. Eligibility for promotion to Deputy County Counsel V shall be pursuant to criteria

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

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

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

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

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

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

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

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

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

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

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

25 (gg) Healthy Lifestyles Program. The healthy lifestyle program is available to  
26 employees in the Exempt Group. Under this program, Exempt Group employees are  
27 eligible for reimbursement for health club/fitness memberships up to \$324.00 on an  
28 annual basis. Exempt Group employees are also eligible for an annual physical

1 examination through the Arrowhead Regional Medical Center.

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

7 The following conditions apply:

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

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

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

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

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

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

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

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

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

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

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

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

21 (kk) Retention Pay (formerly Longevity Pay). Exempt Group employees, except  
22 those persons who qualify for Probation Retention pay under Subsection 13.0613(oo),  
23 shall be eligible for retention pay above the base rate of pay, as indicated below, based  
24 on total hours of completed continuous service with the County. Retention pay shall be  
25 paid on all paid hours up to an employee's standard hours and shall not be considered  
26 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)	<del>2.0%</del> 3.0%
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For purposes of retention pay only, a year of completed County service is defined as 2,080 service hours with the County.

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

- Administrative Analyst I
- Administrative Analyst II
- Administrative Analyst III
- ARMC Chief Financial Officer
- Assistant Auditor-Controller/Treasurer/Tax Collector
- Assistant Executive Officer
- Auditor-Controller/Treasurer/Tax Collector Division Chief
- Auditor-Controller/Treasurer/Tax Collector Manager
- Chief Administrative Analyst
- Chief Deputy Treasurer
- County Chief Financial Officer
- Deputy Executive Officer
- HS Auditing Chief
- Principal Administrative Analyst
- Public Health Chief Financial Officer
- Public Works Chief Financial Officer
- Sheriff's Financial Manager

The annual CPA stipend shall be paid in a lump sum to eligible employees in regular positions who are licensed CPAs and are in paid status in the pay period that includes July 1 of each year. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly

1 scheduled hours. An employee who is licensed as a CPA after July 1, or who is appointed  
2 after July 1, shall receive a prorated CPA stipend payment at the time of licensure or  
3 appointment, as applicable. Such proration shall be based upon the remaining number  
4 of pay periods in the fiscal year nearest his or her appointment.

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

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

- 22 • HS Auditing Chief
- 23 • Auditor-Controller/Treasurer/Tax Collector Manager
- 24 • Auditor-Controller/Treasurer/Tax Collector Division Chief

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

1 authority.

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

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

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

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

27 Administrative duty requires that employees so assigned shall: (1) leave a  
28 telephone number where they can be reached or wear a communicating device; and (2)

1 be able to return to active duty within an hour.

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

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

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

25 (rr) Direct Deposit (Electronic Funds Transfer). All employees must make and  
26 maintain arrangements for the direct deposit of paychecks and reimbursements into the  
27 financial institution of their choice via electronic fund transfer. Employees who have not  
28 made such arrangements by the end of the 4th pay period after their date of hire shall be

1 subject to disciplinary action. In cases where an employee is unable to make  
2 arrangements for electronic fund transfer, the Director of Human Resources may allow  
3 an exception to this subsection. Any exceptions granted may be reviewed periodically  
4 for continuation, subject to the approval of the Director of Human Resources.

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

7 (ss) Modified Benefit Option (MBO).

8 (1) General Provisions.

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

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

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

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

20 (2) Modified Benefit Option Wage Differential.

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

24 (B) The wage differential shall be considered as part of the base  
25 hourly rate when calculating the following: County contribution to the employee's  
26 Retirement Medical Trust (RMT) account, County match to employee's contribution to  
27 457(b) Deferred Compensation Plan, County match to employee's contribution to  
28 County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g.,

1 Retention Pay, POST), sick leave conversion cash-out pursuant to Subsections  
2 13.0613(g)(1)(l) and 13.0613(k)(4), and other leave cash-outs if any. Provided below is  
3 an example of how the County's contribution to the RMT would be calculated:

4 Example: Employee with 17 years of continuous County service and  
5 an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate  
6 is \$70 per hour. This employee is eligible for a County contribution to the RMT equal to  
7 3.75% of the employee's base bi-weekly salary. The County contribution to the RMT is  
8 calculated as follows:

9  $80 \text{ hours} \times (\$70.00 \text{ per hour} \times 1.04 \text{ MBO Wage Differential}) = \$5,824$   
10 base bi-weekly salary for purposes of County contribution to the RMT

11  $\$5,824 \times 3.75\% \text{ Contribution Rate} = \$218.40$

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

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

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

21 (B) Medical Premium Subsidy (MPS).

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

24 ~~Effective July 16, 2022, the MPS amounts for employees who~~  
25 ~~select the MBO shall increase to the following amounts per~~  
26 ~~pay period:~~

Coverage Type	MPS
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Employee Only	\$203.21
Employee + 1	\$369.67
Employee + 2	\$518.74

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

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

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

~~Effective July 13, 2024, the MPS amounts for employees who select the MBO shall increase to the following amounts per pay period:~~

Coverage Type	MPS
Employee Only	\$227.99
Employee + 1	\$414.76
Employee + 2	\$582.00

~~Effective July 12, 2025, the MPS amounts for employees who select the MBO shall increase to the following amounts per pay period:~~

Coverage Type	MPS
Employee Only	\$240.38
Employee + 1	\$437.30
Employee + 2	\$613.62

~~(EE)(C)~~ Dental Premium Subsidy (DPS). Employees who select the MBO and are enrolled in both County-sponsored medical and dental coverage

1 whose premium costs for medical and dental exceeds the MPS shall be eligible to receive  
2 DPS up to \$9.46 per pay period, but not to exceed the combined total of the employee's  
3 out-of-pocket premium expenses.

4 (4) Paid Time Off (PTO).

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

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

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

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27 \*The employee's maximum PTO accrual that may be carried over to a future calendar  
28 year may not exceed 272, 362, or 452, as applicable. Additionally, the maximum

1 combined vacation and PTO accrual that may be carried over to a future calendar year  
2 for an employee who has a grandfathered maximum vacation accrual balance of more  
3 than 480 hours as allowed in Subsection 13.0613(g)(2)(B) shall be this employee's  
4 grandfathered maximum vacation accrual balance plus 106 PTO hours. For example, if  
5 employee's grandfathered maximum vacation accrual balance is 600 hours, the  
6 maximum combined vacation and PTO accrual that may be carried over to a future  
7 calendar year shall be 706 hours (600 vacation hours plus 106 PTO hours). As indicated  
8 in Subsection 13.0613(g)(2)(B), the grandfathered maximum vacation accrual balance  
9 shall be adjusted annually at the end of each calendar year and shall never be increased.

10 Any PTO accrual balance at the end of the calendar year in excess  
11 of employee's maximum PTO accrual that may be carried over to a future calendar year  
12 shall be automatically cashed out and paid in accordance with Subsection  
13 13.0613(ss)(4)(E)(II). Additionally, any combined vacation/PTO accrual balance at the  
14 end of the calendar year in excess of the employee's allowed maximum combined  
15 vacation/PTO balance, in which vacation accruals do not exceed employee's allowed  
16 maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance  
17 with Subsection 13.0613(ss)(4)(E)(II). For example, if an employee with a maximum  
18 combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation  
19 maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680  
20 hours, 94 PTO hours shall be automatically cashed out in accordance with Subsection  
21 13.0613(ss)(4)(E)(II).

22 (C) Administration.

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

26 (II) PTO for Sick Leave Purposes. When PTO has been  
27 requested for sick leave purposes, PTO shall be administered according to Subsection  
28 13.0613(g)(1)(D).

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

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

7 (E) PTO Cash-Out.

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

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

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

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

28 (F) Accrual Carryover Following Benefit Change.

1 (I) Traditional Benefit Option to Modified Benefit Option.  
2 (i) Employees who convert from the traditional  
3 benefit option to the MBO shall carry over and may utilize their existing vacation, holiday,  
4 and sick leave balances; provided, however, that the employee shall no longer accrue  
5 vacation leave, sick leave, and a floating holiday after converting to the MBO. After  
6 converting to the MBO the employee shall be immediately eligible to accrue PTO.

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

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

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

27 (II) Modified Benefit Option to Traditional Benefit Option.  
28 (i) Employees who convert from the MBO to the

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

17 (ii) PTO Cash-Out. Employees who met the  
18 eligibility requirements for the PTO cash-out prior to converting from the MBO to the  
19 traditional benefit option and pre-designated to cash-out PTO during the required pre-  
20 designation period while in the MBO, shall remain eligible to cash-out PTO. However,  
21 employees enrolled in the traditional benefit option shall not be eligible to pre-designate  
22 to cash-out PTO while enrolled in the traditional benefit option unless employee intends  
23 to convert to the MBO during next calendar year's open enrollment period and start  
24 accruing PTO that calendar year.

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

28 (tt) The Director of Human Resources shall have the authority, with the

1 approval of the County's Chief Executive Officer, to provide Exempt Group employees  
2 who participated in major COVID-19 initiatives up to the 40 hours of COVID Leave  
3 consistent with the COVID leave provided to the represented bargaining units.

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

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

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

22  
23 SECTION 2. Section 13.0617a of the San Bernardino County Code is amended,  
24 to read:

25 **13.0617a Salaries and Working Conditions of the Sheriff's Trainees.**

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

27 Effective 7/29/2023

28 1 2 3 4 5

1     ~~\$24.85~~30.25    ~~\$25.35~~30.86    ~~\$25.97~~31.62    ~~\$26.63~~32.42    ~~\$27.27~~33.20

2     Effective 7/27/2024

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

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

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

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

16            The classification of Sheriff's Trainee shall be a trainee classification in which  
17 employees remain in probationary status for the duration of such employment and  
18 employees who are not promoted to Deputy Sheriff shall be terminated. Sheriff's Trainees  
19 who successfully complete the Sheriff's Academy shall be promoted to Deputy Sheriff in  
20 accordance with the terms and conditions included in section 13.0611. Time spent as a  
21 Sheriff's Trainee shall not count toward the 26 pay period probationary period required  
22 for the classification of Deputy Sheriff.

23  
24            SECTION 3. Section 13.0617m of the San Bernardino County Code is amended,  
25 to read:

26     **13.0617m     Salaries and Working Conditions of the Law Clerk.**

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

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

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1	2	3
\$27.30	\$28.00	\$28.75
<u>Effective 6/17/2023</u>		
<u>1</u>	<u>2</u>	<u>3</u>
<u>\$28.12</u>	<u>\$28.84</u>	<u>\$29.61</u>
<u>Effective 2/24/2024</u>		
<u>1</u>	<u>2</u>	<u>3</u>
<u>\$28.96</u>	<u>\$29.71</u>	<u>\$30.50</u>
<u>Effective 2/22/2025</u>		
<u>1</u>	<u>2</u>	<u>3</u>
<u>\$29.83</u>	<u>\$30.60</u>	<u>\$31.42</u>
<u>Effective 2/21/2026</u>		
<u>1</u>	<u>2</u>	<u>3</u>
<u>\$30.72</u>	<u>\$31.52</u>	<u>\$32.36</u>

(2) Salary ranges shall increase at the same time and by the same 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 by recruitment needs. Law Clerks shall not receive step advancements.

(b) Working Conditions.

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

(2) Unclassified Service. Employees covered by this section shall be in the

1 unclassified service.

2

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

6

7

\_\_\_\_\_  
DAWN ROWE, Chair  
Board of Supervisors

8

9 SIGNED AND CERTIFIED THAT A COPY  
10 OF THIS DOCUMENT HAS BEEN DELIVERED  
11 TO THE CHAIRMAN OF THE BOARD

11

12 LYNNA MONELL, Clerk of the  
Board of Supervisors

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2024, at which meeting  
7 were present Supervisors: \_\_\_\_\_

8 and the Clerk, the foregoing ordinance was passed and adopted by the following vote, to  
9 wit:

10 AYES: SUPERVISORS:

11 NOES: SUPERVISORS:

12 ABSENT: SUPERVISORS:

13 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
14 of the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

19 \_\_\_\_\_  
20 Deputy

21 Approved as to Form:

22 THOMAS BUNTON  
23 County Counsel

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

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