



1 employee's base hourly wage, excluding differentials and other pay above the base  
2 hourly wage.

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

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

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

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

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

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

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

26 (10) PAID HOURS refers to hours actually worked or the use of accrued  
27 leave time such as vacation, paid time off, sick, holiday, or compensatory time. It does  
28 not include unpaid hours or disability payments (excluding Labor Code section 4850 time)

1 such as short-term disability or workers' compensation.

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

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

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

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

16 (c) Salary Schedules, Wage Increases, Classifications, and Salary Rates, and  
17 Step Advancements.

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

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

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

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

1 statewide 2011 Realignment Sales Tax Collections from Fiscal Year 2023-24,  
2 representing collections from September 2023 through August 2024, decline by more  
3 than four percent compared to 2022-23, then the County may, upon approval of the Board  
4 of Supervisors, defer this three percent increase until August 23, 2025.

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

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

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

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

26           (4) List of Exempt Group Classifications.

27           (A) Exempt—Executive County Administrators.

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXECUTIVE COUNTY ADMINISTRATORS			
Job Code	Classifications	Benefit Group	Salary Grade
01115	Agricultural Commissioner/Sealer	B	85B
03489	Assistant Executive Officer	B	101B
10030	Assistant Executive Officer - Human Services	B	101B
13111	Behavioral Health Medical Director	C	119C
03485	Chief Executive Officer	B	120B
01246	Chief Information Officer	B	97B
03515	Chief Probation Officer	B	97B
03310	Clerk of the Board of Supervisors	B	84B
03488	County Chief Financial Officer	B	101B
03487	County Clerk <sup>1</sup>	N/A	N/A
03495	County Counsel	B	107B
03500	County Librarian	B	86B
04228	Director of Aging and Adult Services	B	88B
04237	Director of Airports	B	83B
04383	Director of Arrowhead Regional Medical Center	B	118B
04300	Director of Behavioral Health	B	97B
04255	Director of Child Support	B	92B
04260	Director of County Museum	B	81B
04273	Director of Economic Development	B	83B
01256	Director of Emergency Management	B	88B
04276	Director of Fleet Management	B	81B
03482	Director of Government Relations	B	83B
10004	Director of Human Resources	B	98B
04320	Director of Land Use Services	B	91B
03493	Director of Legislative Affairs	B	83B
18200	Director of Preschool Services	B	87B
04289	Director of Project and Facilities Management	B	87B
04340	Director of Public Works	B	97B
04356	Director of Purchasing	B	82B

1	04365	Director of Real Estate Services	B	86B
2	18143	Director of Risk Management	B	84B
3	04386	Director of Transitional Assistance	B	92B
4	04390	Director of Veterans' Affairs	B	81B
5	04250	Director, Children and Family Services	B	97B
6	04280	Director, Community Development and Housing	B	86B
7	18160	Director, Regional Parks	B	89B
8	04278	Director, Workforce Development	B	83B
9	04272	Economic Development Administrator	B	92B
10	16345	Public Defender	B	101B
11	08048	Public Health Director	B	97B
12	18080	Registrar of Voters	B	87B
13	*Salary for this position is set at \$1, not a salary grade.			

(B) Exempt—Associate Administrators.

ASSOCIATE ADMINISTRATORS			
Job Code	Classification	Benefit Group	Salary Grade
01061	Administrative Analyst I	D	56D
01066	Administrative Analyst II	C	66C
01068	Administrative Analyst III	C	73C
01060	Administrative Analyst Trainee	D	45T_D
01289	ARC Administrative and Financial Manager	C	73C
01292	ARC Project Administrator	C	57C
01288	ARC Public and Legislative Affairs Officer	C	62C
19173	ARMC Associate Chief Financial Officer	C	83C
19160	ARMC Chief Financial Officer	B	100B
01621	ARMC Chief Operating Officer	B	102B
19145	ARMC Finance and Budget Officer	C	77C
14031	ARMC Physician Administrator	C	107C
03098	Assistant Agricultural Commissioner/Sealer	C	75C
01280	Assistant Assessor	B	82B
01286	Assistant Auditor-Controller/Treasurer/Tax Collector	B	84B
01380	Assistant Chief Information Officer	C	92C
01297	Assistant Chief Probation Officer	C	90C

1	12149	Assistant County Librarian	C	73C
2	04229	Assistant Director of Aging and Adult Services	C	78C
3	04238	Assistant Director of Airports	C	73C
4	01373	Assistant Director of Behavioral Health	C	86C
4	04254	Assistant Director of Child Support	C	85C
5	04257	Assistant Director of Children and Family Services	C	85C
6	01255	Assistant Director of Emergency Management	C	77C
7	10019	Assistant Director of Human Resources	C	87C
8	01377	Assistant Director of Medical Services	C	117C
9	18219	Assistant Director of Preschool Services	C	78C
9	04331	Assistant Director of Public Health	C	86C
10	04342	Assistant Director of Public Works	C	92C
11	04355	Assistant Director of Purchasing	C	77C
12	04393	Assistant Director of Real Estate Services	C	81C
13	18144	Assistant Director of Risk Management	C	77C
14	04391	Assistant Director of Transitional Assistance	C	84C
15	04286	Assistant Director of Workforce Development	C	78C
16	01410	Assistant District Attorney	B	97B
17	01622	Assistant Hospital Administrator - Ambulatory Services	C	74C
18	03024	Assistant Investment Officer	D	66D
18	03114	Assistant Public Defender	B	97B
19	01294	Assistant Recorder	B	82B
20	18079	Assistant Registrar of Voters	C	78C
20	01532	Assistant Sheriff	C	93C - SAF
21	19172	Associate Chief Nursing Officer	C	86C
22	01625	Associate Hospital Administrator Professional Services	C	86C
23	01599	ATC Public Affairs Officer	C	57C
24	01666	Auditor-Controller/Treasurer/Tax Collector Division Chief	C	78C
25	01668	Auditor-Controller/Treasurer/Tax Collector Manager	C	71C
26	15054	Banking & Settlement Compliance Manager	D	62D
27	01067	Board of Supervisor's Administrative Analyst	B	73B
28	10000	BOS Chief of Staff	B	84B

1	02027	Building Official	C	82C
2	19957	Business Solutions Division Chief	C	82C
3	01076	Chief Administrative Analyst	C	80C
3	03070	Chief Appraiser	C	78C
4	01340	Chief Assistant County Counsel	B	100B
5	03107	Chief Assistant District Attorney	B	100B
5	03512	Chief Communications Officer	B	89B
6	04302	Chief Compliance Officer -Behavioral Health	C	80C
7	03095	Chief Data Officer	C	92C
8	03099	Chief Deputy Clerk of Board of Supervisors	C	73C
9	01264	Chief Deputy County Museum	C	65C
10	19522	Chief Deputy Director of Sheriff's Administration	C	91C
11	03105	Chief Deputy District Attorney	C	94C
12	03115	Chief Deputy Public Defender	C	94C
12	03116	Chief Deputy Recorder	C	78C
13	03120	Chief Deputy Registrar of Voters	C	65C
14	03021	Chief Deputy Treasurer	C	80C
14	05177	Chief Engineering Geologist	C	74C
15	04393	Chief of Facilities Management	C	81C
16	15025	Chief Information Security Officer	C	92C
16	03111	Chief Learning Officer	B	81B
17	19165	Chief Medical Information Officer	C	107C
18	19166	Chief Medical Officer	C	114C
18	19164	Chief Nursing Officer	C	93C
19	16382	Chief of Animal Care and Control	C	81C
20	03175	Chief of Assessment Services	C	78C
21	03499	Chief of County Counsel's Administration	C	70C
22	03106	Chief of District Attorney's Administration	C	73C
22	10002	Chief of Environmental Health Services	C	81C
23	13138	Chief of Homeless Services	B	81B
24	04290	Chief of Operations Community Revitalization	C	80C
25	01077	Chief of Project Management	C	81C
26	03195	Chief of Public Defender's Administration	C	70C
26	03221	Chief Public Works Engineer	C	88C
27	01252	Chief Technology Officer	C	92C
28	03522	Chief Vision Officer	C	80C
28	03078	Child Support Chief Attorney	C	91C

1	03278	Children's Network Officer	C	69C
2	10025	Code Enforcement Chief	C	82C
3				
4	12151	Community Services Finance and Operations Chief	C	73C
5	03503	County Chief Operating Officer	B	102B
6	01062	County Compliance, Ethics and Privacy Officer	C	76C
7	03396	County Communications Manager	C	62C
8	03496	County Counsel Research Attorney I	C	62T_C
9	03497	County Counsel Research Attorney II	C	71C
10	01078	County HIPAA Security Officer/Assistant Privacy Officer	C	72C
11	03504	County Labor Relations Chief	B	92B
12	13274	County Marketing, Media & Communications Coordinator	D	59D
13	19863	County Surveyor	C	84C
14	03150	Departmental IS Administrator	C	80C
15	19961	Deputy Chief of Business Solutions Development	C	77C
16	16401	Deputy Chief of Community Health Services	C	76C
17	16275	Deputy Chief Probation Officer	C	84C
18	04085	Deputy County Counsel I	C	64T_C
19	04095	Deputy County Counsel II	C	73T_C
20	04100	Deputy County Counsel III	C	80T_C
21	04105	Deputy County Counsel IV	C	86C_C
22	04107	Deputy County Counsel V	C	89C_C
23	13124	Deputy Director Behavioral Health Administrative Services	C	83C
24	03153	Deputy Director of Behavioral Health Program Services	C	83C
25	04292	Deputy Director of Fleet Management	C	74C
26				
27	04321	Deputy Director of Land Use Services	C	84C
28	18182	Deputy Director of Regional Parks	C	77C
	04287	Deputy Director of RES Facilities Management	C	74C
	04394	Deputy Director of RES Leasing & Acquisition	C	76C
	01074	Deputy Director of RES Project Management	C	77C
	18146	Deputy Director of Risk Management	C	71C

1	04124	Deputy Director, Administrative Services	C	75C
2	04299	Deputy Director, Behavioral Health Quality Management	C	83C
3	04256	Deputy Director, Child Support	C	74C
4	18162	Deputy Director, Children and Family Services	C	74C
5	04119	Deputy Director, Community Development and Housing	C	74C
6	04118	Deputy Director, Department of Aging and Adult Services	C	74C
7	04282	Deputy Director, Economic Development	C	74C
8	18201	Deputy Director, Preschool Services	C	74C
9	18167	Deputy Director, Program Development	C	74C
	04288	Deputy Director, Public Works	C	88C
10	01331	Deputy Director, Sheriff's Coroner Division	C	75C - SAF
11	18163	Deputy Director, Transitional Assistance	C	74C
12	04397	Deputy Director, Veterans Affairs	C	74C
	04275	Deputy Director, Workforce Development	C	74C
13	04060	Deputy Executive Officer	B	91B
14	16411	Deputy Public Information Officer	C	66C
15	16278	Director of Probation Administration	C	80C
16				
17	19162	Director of Public Relations and Marketing	C	68C
18	04402	District Attorney Assistant Chief Investigator	C	83C - SAF
19	04395	District Attorney Chief Investigator	C	89C - SAF
20	04406	District Attorney, Public Affairs Officer	C	73C
21	06041	Economic Development Manager	C	69C
22	01253	Emergency Management Deputy Director	C	71C
23	05145	Emergency Medical Services Assistant Administrator	C	70C
24	01615	EPIC Systems Administrator	C	82C
25	06035	Field Representative	B	63B
26	03506	Finance and Administration Projects Coordinator	D	58D
27	03502	Government Relations Analyst	C	66C
28	08040	Health Officer	C	1114C
	08050	Healthcare Program Administrator	D	70D
	13126	Homeless Services Officer	C	72C

1	06062	Housing Agency Finance Officer	C	66C
2	04291	Housing Development Manager	C	68C
3	16087	Human Capital Management Analyst Trainee	D	53T_D
4	16088	Human Capital Management Analyst	D	61D
5	16103	Human Capital Management Project Manager	D	68D
6	16095	Human Resources Analyst I	D	60D
7	16098	Human Resources Analyst II	D	68D
8	16100	Human Resources Analyst III	C	71C
9	16094	Human Resources Analyst Trainee	D	47T_D
10	16091	Human Resources Assistant	D	33D
11	10027	Human Resources Deputy Director	C	84C
12	16110	Human Resources Division Chief	C	80C
13	16115	Human Resources Business Partner I	D	65T_D
14	16116	Human Resources Business Partner II	C	72C
15	16101	Human Resources Investigator	D	68D
16	16109	Human Resources Manager	C	75C
17	16093	Human Resources Specialist	D	41D
18	16092	Human Resources Technician	D	35D
19	05108	Human Services Administrative Manager	D	62D
20	04414	Human Services Auditing Chief	C	75C
21	05101	Human Services Program Integrity Division Chief	C	74C
22	03023	Indigent Defense Analyst	D	56D
23	15024	IT Chief Finance Officer	C	80C
24	01302	IT Deputy Chief	C	77C
25	15022	IT Division Chief	C	82C
26	15023	IT Finance Officer	C	71C
27	15020	Information Services Security Officer	C	78C
28	15033	Investment Analyst	D	64D
	15032	Investment Analyst Trainee	D	51T_D
	01667	Investment Officer	C	73C
	05092	Labor Negotiator	C	80C
	03511	Labor Relations Analyst	D	60D
	03523	Labor Relations Deputy Chief	C	84C
	01251	Land Development Chief	C	82C
	03112	Learning and Organizational Development Division Chief	C	73C
	12102	Legislative Analyst	C	70C
	04267	Marketing and Events Manager	C	62C

1	03176	Network Services Division Chief	C	82C
2	19656	Organizational Development Business Partner	C	63C
3	01250	Planning Director	C	82C
4	09999	Principal Administrative Analyst	C	77C
4	16220	Principal Appraiser	C	69C
5	03100	Principal Assistant County Counsel	B	94B
6	10024	Principal Management Analyst	B	84B
6	19856	Probation Health Services Manager	C	81C
7	16360	Public Health Chief Financial Officer	C	82C
8	16551	Public Health Dental Director	C	87C
8	16358	Public Health Division Chief	C	82C
9	16385	Public Health Medical Director	C	97C
10	16405	Public Health Veterinarian	C	87C
11	16410	Public Information Officer	B	83B
12	04304	Public Information & Government Compliance Officer	C	62C
12	04341	Public Works Chief Financial Officer	C	80C
13	01638	Quality and Accreditation Administrator	C	88C
14	16389	Quality and Compliance Officer	C	75C
14	18031	Real Estate Services Manager	C	67C
15	18141	Risk Assessment Officer	C	70C
16	01600	SAP Chief	C	80C
16	16102	Senior Human Resources Investigator	C	72C
17	03509	Senior Labor Relations Analyst	C	72C
18	03510	Senior Labor Relations Officer	C	75C
19	16089	Senior Human Capital Management Analyst	D	65D
20	04207	Sheriff's Deputy Director of Administrative Services	C	84C
21	19521	Sheriff's Administrative Manager	C	73C
22	19465	Sheriff's Captain	C	83C - SAF
22	19460	Sheriff's Deputy Chief	C	88C - SAF
23	19518	Sheriff's Executive Officer of Corrections and Support Services	C	88C
24	19520	Sheriff's Financial Manager	C	80C
25	19517	Sheriff's Finance Officer	C	75C
25	19507	Sheriff's Health Services Administrator	C	84C
26	04123	Special Assistant Deputy District Attorney	C	88C
27	04126	Special Assistant to the District Attorney	B	97B
28	03505	Strategic Initiatives Chief	C	80C

19196	Strategy and Business Development Officer	C	77C
19822	Supervising Deputy County Counsel	C	92C
16120	Supervising Human Resources Business Partner	C	75C
16096	Supervising Human Resources Technician	D	43D
21005	Undersheriff	B	98B - SAF
17351	Victim Services Chief	C	71C

(C) Exempt—Executive Assistants.

EXECUTIVE ASSISTANTS			
Job Code	Classification	Benefit Group	Salary Grade
01059	Administrative Aide (K)	C	57C
03101	Administrative Aide to the County Counsel	C	58C
01598	Auditor-Controller/Treasurer/Tax Collector Executive Assistant	C	58C
05282	CEO Executive Assistant	C	62C
05281	CEO Executive Assistant - Unclassified	C	60C
16019	County Counsel Law Clerk	C	58C
19046	County Counsel Lead Secretary	D	48D
03498	County Counsel Paralegal	D	50D
03507	County Counsel Senior Paralegal	D	54D
05279	District Attorney Executive Assistant	C	58C
05320	Executive Assistant	D	58C
05292	Executive Administrative Assistant I	D	46D
05291	Executive Administrative Assistant II	D	49D
05293	Executive Administrative Assistant III	D	53D
05256	Executive Secretary, Board of Supervisors	C	52C
03280	Secretary, Civil Service Commission	D	45D
05290	Senior Executive Administrative Assistant	C	56C
19540	Sheriff's Special Assistant	C	58C

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

(5) Salary Rates and Step Advancements.

1 (A) Eligibility for Step Advancement. Employees shall be hired at  
2 Step 1 of the established base salary range, except as otherwise provided in this  
3 subdivision. Variable entrance steps may be established if justified by recruitment needs  
4 through Step 10 with the approval of the appointing authority and through the top step  
5 with the approval of the Director of Human Resources or designee.

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

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

21 An appointing authority may request, in limited exceptional  
22 circumstances and with adequate justification, the adjustment of the salary step or salary  
23 rate of an employee to maintain salary equity within the system, to prevent undue  
24 hardship or unfairness due to the application of any rule or policy, or to correct any salary  
25 inequity, subject to the recommendation of the Director of Human Resources and the final  
26 approval of the Chief Executive Officer or his/her designee. The Director of Human  
27 Resources may authorize the adjustment of the salary step or salary rate of an employee  
28 to correct any payroll error or omission, including any such action which may have arisen

1 in any prior fiscal year.

2 (B) Implementation of Classification Study Results.

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

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

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

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

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

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

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

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

28 An employee who demotes for non-disciplinary reasons to a trainee

1 classification for which the journey level classification is higher than the classification they  
2 demoted from, shall be placed on a step closest to, but not less than, their current base  
3 rate of pay on the salary range of the classification to which the employee demoted.  
4 Employees whose current base rate of pay exceeds the top step of the salary range to  
5 which the employee demoted shall be placed on the "X" step and retain their current base  
6 rate of pay. Provided that the "X" step continues to be above the top step of the demoted  
7 classification range, the employee shall receive no future salary rate increases until the  
8 employee has promoted to the journey level classification.

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

15 (E) Promotion. A promotion is the appointment of an employee  
16 from one classification to a classification having a higher base salary range. A promoted  
17 employee shall receive the entrance rate of the new range or , at least a five percent (5%)  
18 salary increase. An advanced step may be provided by the Appointing Authority up to a  
19 seven and a half percent (7.5%) increase in total not to exceed the top step of the higher  
20 base salary range. At the request of the appointing authority and with the approval of the  
21 Director of Human Resources, an employee may be placed at a step above a seven and  
22 a half percent (7.5%) increase, not to exceed the top step of the higher base salary range.  
23 Promotions shall be effective only at the beginning of a pay period unless the Director of  
24 Human Resources approves an exception.

25 (d) Job Sharing and Part-time Employment. The County will make reasonable  
26 accommodation for employees who desire to share their positions with other qualified  
27 employees or eligible persons or to work on a part-time basis. Jobs may be shared on  
28 an hourly or daily basis. All benefits for job sharing and part-time employees shall be pro-

1 rated on regularly scheduled hours except as may otherwise be provided. Benefits not  
2 subject to proration include the following leaves: blood donation, examination time, and  
3 bereavement. Further, where a specific benefit provides a minimum hour requirement  
4 (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be  
5 required to meet the minimum hour requirement in order to receive the benefit.

6 (e) Hours of Work.

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

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

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

25 (A) Definition. OVERTIME shall be defined as all hours actually  
26 worked in excess of 40 hours a work period. For purposes of defining overtime, paid  
27 leave time, excluding sick leave as provided in Subsection 13.0613(e)(3)(B), shall be  
28 considered as time actually worked. Overtime shall be reported in increments of full 15

1 minutes and is non-accumulative and non-payable when incurred in units of less than 15  
2 minutes. Overtime shall not affect leave accruals.

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

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

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

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

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

28 (f) Insurance Programs.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

(1) Medical and Dental Coverage Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

1 plan.

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

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

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

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

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

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

28 (K) For employees assigned to work in the Needles, Trona, and

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

12 (2) Term Life Insurance.

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

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

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

7  
8  
9  
10  
11  
12  
13  
14           If the employee does not have sufficient earnings to cover the deduction for  
15 premiums, the employee must make alternative payment arrangements that are  
16 acceptable to Human Resources.

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

27           (5)    Long-Term Disability Insurance. The County will provide Exempt  
28 Group employees with long-term disability insurance subject to carrier requirements and

1 approval. The benefit levels are subject to carrier requirements. Integration of leave  
2 balances (e.g., sick, vacation, etc.), either partially or fully, are allowed in conjunction with  
3 long-term disability benefits.

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

18 (7) Vision Care Insurance. Subject to carrier requirements, the County  
19 will pay the premiums for vision care insurance for employees who are in paid status and  
20 their eligible dependents.

21 (g) Leave Provisions.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

(A) Definition.

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

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

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

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

(D) Administration.

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

1 of the Director of Human Resources.

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

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

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

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

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

1 termination.

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

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

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

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

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

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

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

28 (i) Employees whose treating physician or other

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

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

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

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

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

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

25 (V) The employee is obligated to attend the appointment  
26 as scheduled under the conditions outlined above. If the employee fails to adhere to the  
27 procedure, the employee is required to use sick leave or leave without pay for any work  
28 hours missed. If required notice has been provided, and there is a delay between the

1 employee's appointment with the Center and the start of his or her scheduled tour of duty  
2 on the day that he or she was released to return to work, the County will pay for work  
3 hours missed, without charge to the employee's leave balances.

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

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

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

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

26 Upon the death of an active employee with five or more years of  
27 continuous service from the most recent date of hire in a regular position, the estate of  
28 the deceased employee will be paid the cash value for the unused sick leave balances

1 according to the sick leave conversion formula below only up to 1,000 hours and will not  
2 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

8 (J) Sick Leave Conversion. While employed by the County,  
9 employees who have contributed to a public sector retirement(s) for over five years and  
10 have not withdrawn the contribution from the system(s) may exchange accrued sick leave  
11 hours in excess of 200 hours for Vacation Leave or Paid Time Off (PTO) hours on the  
12 following basis:

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

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

20 (2) Vacation Leave.

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

26 (B) Accumulation. Employees in regular positions scheduled to  
27 work 80 hours per pay period shall accrue, on a pro-rata basis, vacation leave for  
28 completed pay periods. Such vacation leave shall be available for use on the first day

1 following the pay period in which it is earned, provided an employee has worked six pay  
2 periods from the employee's hire date. Employees in regular positions paid less than 80  
3 hours per pay period or job shared positions shall receive vacation leave accumulation  
4 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

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

19 (C) Administration.

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

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

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

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

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

15 (E) Conversion of Vacation Leave to Cash.

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

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

1 be converted into cash in the last pay period of the calendar year.

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

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

10                   (3) Holiday Leave.

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

13                                   January 1

14                                   Third Monday in January

15                                   Third Monday in February

16                                   Last Monday in May

17                                   June 19

18                                   July 4

19                                   First Monday in September

20                                   Second Monday in October

21                                   November 11

22                                   Thanksgiving Day

23                                   Day after Thanksgiving

24                                   December 24

25                                   December 25

26                                   December 31

27                                   (B) Floating Holidays. Employees in regular positions shall be  
28 entitled to a total of eight hours floating holiday time annually provided that the employee

1 is not on unpaid leave for the entire pay period and is in paid status for the pay period  
2 where the floating holiday time is to accrue. Eight hours floating holiday time shall be  
3 accrued during the first pay period prior to the third Monday in January.

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

11 (C) Maximum Holiday Leave Accrual Balance

12 (I) The maximum holiday leave accrual balance that may  
13 be carried over to a future calendar year shall be 112 hours. However, the maximum  
14 holiday leave accrual balance that may be carried over into a future calendar year for an  
15 employee with a balance of more than 112 hours at the end of calendar year 2010 shall  
16 be such employee's holiday leave balance at the end of pay period 26 of calendar year  
17 2010. Thereafter, the maximum holiday accrual balance for those employees with a  
18 balance greater than 112 hours at the end of calendar year 2010 shall be adjusted  
19 annually at the end of each calendar year and shall never be increased.

20 (II) Effective pay period 14 of calendar year 2022, the  
21 maximum holiday leave accrual balance will increase to 120 hours. The maximum  
22 holiday leave balance that may be carried over to a future calendar year shall be 120  
23 hours. However, employees with a grandfathered balance of more than 120 hours shall  
24 carry over their maximum grandfathered accrual balance in accordance with Subsection  
25 13.0613(g)(3)(C)(I). Any holiday leave accrual balance in excess of the employee's  
26 maximum holiday leave accrual balance at the end of the calendar year shall be cashed  
27 out and paid in accordance with Subsection 13.0613(g)(3)(G)(II).

28 (D) When a fixed holiday falls within a vacation period, the holiday

1 time shall not be charged against an employee's earned vacation benefits.

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

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

11 (G) Conversion of Holiday Leave to Cash.

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

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

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

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

1 to a ten percent penalty.

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

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

12 (4) Special Leaves of Absence Without Pay.

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

15 (I) Is medically incapacitated to perform the duties of the  
16 position;

17 (II) Desires to engage in a relevant course of study which  
18 will enhance the employee's value to the County;

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

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

25 (B) Exempt Group employees eligible to receive the automobile  
26 allowance, portable communication device allowance, bilingual compensation, or special  
27 assignment compensation will have these benefits suspended while on unpaid leave and  
28 upon exhausting short-term disability insurance benefits. These benefits will cease the

1 day following the end of the individual's short-term disability insurance benefits.  
2 Employees off work without pay for disciplinary reasons shall not receive the above listed  
3 benefits until they return to full time status.

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

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

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

17 An employee on an approved leave of absence without pay  
18 under this provision will continue to receive the benefits outlined in Subsection  
19 13.0613(k)(1)(B)(III) for a period of six pay periods. Certification from a health care  
20 provider is required for all instances of medical leave under this provision. Employees  
21 are required to inform supervisors of the need for leave at least 30 days before  
22 commencement where possible.

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

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

27 (i) Definition. Leaves of absence without right to  
28 return may be granted to employees with regular status for a period not exceeding one

1 year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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

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

(IV) Long-Term Medical Leave of Absence.

(i) Definition. An employee with regular status who suffers from a serious condition may be placed on a medical leave of absence for up to



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

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

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

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

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

28 (6) Compulsory Leave. If, in the opinion of the appointing authority,

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

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

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

25 (A) Definition. MILITARY LEAVE is defined as the performance  
26 of duty on a voluntary or involuntary basis in a uniformed service under competent  
27 authority and includes active duty, active duty for training, initial active duty for training  
28 (weekend drills), full-time National Guard duty, and a period for which an employee is

1 absent for the purpose of an examination to determine the fitness of the person to perform  
2 any such duty.

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

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

22 (D) Full-Time Active Duty. Employees who resign from positions  
23 to serve in the Armed Forces for more than 180 days, shall have a right to return to former  
24 classification upon serving written notice to the appointing authority, no later than 90 days  
25 after completion of such service. Returning employees are subject to a  
26 physical/psychological examination. Should such employee's former classification have  
27 been abolished, then the employee shall be entitled to a classification of comparable  
28 functions, duties, and compensation if such classification exists, or to a comparable

1 vacant position for which the employee is qualified.

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

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

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

28                   (F) Extension of Benefits. The County recognizes the increased

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

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

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

28                   (9) Jury Duty Leave. Employees in regular positions who are

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

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

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

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

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

15           (13) Bereavement Leave. Employees in regular positions may use up to  
16 three days paid leave, not charged to the employee's personal leave balances, per  
17 occurrence for bereavement due to the death of an employee's family member as defined  
18 in Subsection 13.0613(g)(1)(A)(I) except for a person "designated" by the employee for  
19 sick leave purposes. One additional day shall be granted if the employee travels over  
20 600 miles from his or her residence to the bereavement service(s). This additional day  
21 shall not be charged to the employee's personal leave balances. The appointing authority  
22 may request verification of distance traveled. All employees are entitled to a total of 5  
23 days of unpaid bereavement leave. The five days of leave shall include paid leave under  
24 this section, and use of sick leave as defined in section 13.0613(g)(1)(E)(II) above.

25           An employee who has been with the County for 30 days or more may utilize  
26 Bereavement Leave for each occurrence of reproductive loss. Reproductive loss includes  
27 failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted  
28 reproduction as defined by California Government Code section 12945.6. The leave may

1 be non-consecutive, but must be taken within 3 months of the event as defined by  
2 California Government Code section 12945.6(a)(7). If an employee experiences more  
3 than one reproductive loss event in a 12-month period, Bereavement Leave for  
4 reproductive loss shall not exceed 20 days within a 12-month period.

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

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

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

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

28 (15) Behavioral Health Education and Training Leave. Effective pay

1 period 1 of each year, each regular full-time employee in the classifications of Behavioral  
2 Health Medical Director and Assistant Director of Medical Services in paid status shall be  
3 credited with a bank of forty (40) hours of Education and Training Leave with pay to attend  
4 (e.g. online, in person, etc.) a Medical Board of California and/or Osteopathic Medical  
5 Board of California approved continuing medical education courses, seminars, training  
6 programs, conferences, workshops, or classes, including those necessary to obtain  
7 and/or maintain licensure or certifications. Employees who are not in paid status (i.e., not  
8 coding paid hours) who later return to paid status during that calendar year or employees  
9 hired after pay period 1 shall receive a prorated Education and Training Leave bank at  
10 the time of appointment based upon the annual rate of forty (40) hours per calendar year.

11           Written requests for such leave must be submitted and approved in advance  
12 before the leave is to be taken at least ninety (90) calendar days prior training. Employees  
13 shall provide verification of available Education and Training Leave hours when requests  
14 are submitted for approval. Such leave bank shall be reflected on the employee's pay  
15 stub. Requests that do not meet the timeframe above may be considered on a case-by-  
16 case basis at the sole discretion of the Appointing Authority. Use of Education and  
17 Training Leave shall not be counted as time worked for overtime purposes.

18           Education and Training Leave hours must be used by the end of the  
19 calendar year. If any Education and Training Leave hour(s) remain at the end of pay  
20 period 26 (or 27 when applicable), Education and Training Leave hours shall not carry  
21 over into the next calendar year, nor be permitted for cash out. If promoting from a position  
22 that already credited the employee Education Leave, the employee is not entitled to  
23 additional hours.

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

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

9 Compensation shall be awarded in pay period increments and shall be in the form  
10 of a specified percentage of the employee's base pay. The Director of Human Resources  
11 will determine the amount in increments of one-half percent from a minimum of two and  
12 one-half percent up to a maximum of seven and one-half percent. The additional  
13 compensation will be computed at the specified percentage of the current base pay of the  
14 employee for each pay period. Such increases in pay shall not affect an employee's step  
15 advancement in the base range pursuant to the salary rates and step advancements  
16 subdivision.

17 Requests for special assignment compensation may be initiated by the appointing  
18 authority or an employee via the appointing authority. The appointing authority and the  
19 employee bear mutual responsibility for initiating the compensation request in a timely  
20 manner and adhering to the compensation provisions defined in this provision. It is  
21 important to obtain Human Resources Department review of the request in advance of  
22 the date the employee begins the assignment, since there is no guarantee that the  
23 request will be approved. Special assignment compensation is to be effective only with  
24 the Director of Human Resources written approval, assignment of the greater level of  
25 duties, and signed acceptance by the employee.

26 This provision shall not be utilized to circumvent or provide additional  
27 compensation over and above that which may be provided in the subsection on  
28 assignment to vacant higher position and the Personnel Rules. These aforementioned

1 provisions are mutually exclusive concepts and as such there shall be no dual or multiple  
2 requests based on the same facts.

3 (j) Expenses Incurred in Conducting County Business and Expense  
4 Reimbursement.

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

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

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

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

24 (3) Travel Authorization.

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

28 (B) The appointing authority or designee shall initiate travel

1 requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector  
2 shall be notified in writing of all such designees.

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

6 (4) Authorization for Attendance at Meetings.

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

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

14 (5) Records and Reimbursements.

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

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

19 (I) Subsistence, except as otherwise provided in this  
20 subdivision;

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

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

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

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

27 (D) Reimbursement shall not be made for any personal expenses  
28 such as, but not limited to, entertainment, barbering, personal grooming, alcoholic

1 beverages, etc.

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

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

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

12 (6) Transportation Modes.

13 (A) The general rule for selection of a mode of transportation is  
14 that mode which represents the lowest expense to the County. Where an employee is  
15 given the choice between several means of travel (e.g., use of County vehicle vs. own  
16 personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more  
17 costly, the employee shall only be reimbursed for the lesser cost option. For example, if  
18 an employee chooses to drive his or her own vehicle when offered a County vehicle, the  
19 employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an  
20 airplane is less than the cost of driving, the employee shall only be reimbursed for the  
21 amount the County would have paid for the flight.

22 (B) Travel via Private Automobile.

23 (I) Reimbursement for use of privately-owned  
24 automobiles to conduct County business shall be at the IRS allowable rate.  
25 Reimbursement at this rate shall be considered as full and complete payment for actual  
26 necessary expenses for the use of the private automobile, insurance, maintenance and  
27 all other transportation related costs. The County does not provide any insurance for  
28 private automobiles used on County business. The owner of an automobile is responsible

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

3 (II) When employees, traveling on official County  
4 business, leave directly from their principal place of residence rather than from their  
5 assigned work location, mileage allowed to the first work contact point shall be the  
6 difference between the distance from the residence to the assigned work location and the  
7 distance from the residence to the first work contact point. If the first work contact point  
8 is closer than the assigned work location, no mileage shall be allowed. If the employee  
9 departs from the last work contact point directly to the residence, the same principle  
10 governs.

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

16 (C) Travel via Air.

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

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

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

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

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

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

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

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

27 (F) Incidental Travel Expenses. Reimbursement will be provided  
28 for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees

1 if such expenses are incurred as part of County business and approved by the appointing  
2 authority. Valet parking will not be reimbursed unless self-parking is not available or  
3 security is a concern.

4 (7) Subsistence.

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

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

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

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

28 (II) Without receipts. An employee may be reimbursed for

1 meal expense at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars  
2 (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15 percent  
3 gratuity.

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

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

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

15 (k) Medical Insurance and Retirement System Contributions.

16 (1) Medical Insurance Contributions.

17 (A) Section 125 Premium Conversion Plan.

18 (I) Eligible employees shall be provided with a Section  
19 125 premium conversion plan. The purpose of the plan is to provide employees a choice  
20 between paying premiums with either pre-tax salary reductions or after-tax payroll  
21 deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the  
22 Internal Revenue Service (IRS) specified limit) and accidental death and dismemberment  
23 insurance premiums currently maintained for Exempt Group employees or any other  
24 programs(s). The amount of the pre-tax salary reduction or after-tax payroll deduction  
25 must be equal to the required insurance premium.

26 (II) Medical and dental coverage elections shall not reduce  
27 earnable compensation for purposes of calculating benefits or contributions for SBCERA.

28 (III) To be eligible for the Section 125 premium conversion

1 plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or  
2 life insurance and have a premium deduction for these benefit plans.

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

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

13 (B) Medical and Dental Subsidies.

14 (I) The County has established a medical premium  
15 subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible  
16 employees. The MPS shall be applied first to medical plan premiums and then to dental  
17 plan premiums. The applicable MPS amount shall be paid directly to the providers of the  
18 County-sponsored medical and dental plans in which the eligible employee has enrolled.  
19 In no case, shall the MPS exceed the total cost of the medical and dental insurance  
20 premium for the coverage selected.

21 Effective July 12, 2025, the following MPS amounts apply:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$180.10	\$360.19
Employee + 1	\$299.39	\$598.77
Employee + 2	\$420.98	\$841.96

25 Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80  
26 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by  
27 100% of the benefit plan year premium increase of the County's Blue Shield Signature  
28 HMO. This new MPS amount shall be the new basis for subsequent years.

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

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

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

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

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

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

1 to receive MPS and DPS provided the employee is in paid status.

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

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

9 (2) Retirement System Contributions.

10 (A) County Contributions. The County shall pay all required  
11 employer contributions to the San Bernardino County Employee's Retirement Association  
12 (SBCERA).

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

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

1 contribution amounts directly instead of having them paid to SBCERA.

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

4                   (C)    Special Provisions.

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

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

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

24                   (E)    Special Provisions for Exempt Safety Employees. The  
25 following Subdivision shall apply to all members of the Exempt Group who are safety  
26 members of SBCERA, as defined in Government Code section 31469.3, on October 1,  
27 2003.

28                   For Tier 1 safety members of SBCERA, the County adopted a

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

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

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

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

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

1 used for receiving non-taxable reimbursements of eligible medical expenses not covered  
2 by insurance. Eligible reimbursable expenses are those medical expenses that qualify  
3 as determined under Internal Revenue Code section 213.

4 (4) Retirement Medical Trust Fund. A Retirement Medical Trust Fund  
5 (RMT) has been established. The RMT is a Voluntary Employee Benefit Association  
6 (VEBA) and will comply with all the provisions of Internal Revenue Code section  
7 501(c)(9).

8 The RMT will be administered by Human Resources as the plan  
9 administrator in accordance with the plan document and applicable law.

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

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

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

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

Years of Service	Percentage of Base Salary*
Exempt – 5-9 years	2.00%

1	Exempt – 10-15 years	2.75%
2	Exempt – 16 or more years	3.75%
3	*For purposes of the RMT contribution, base salary is as defined in the RMT plan document.	

4

5 (l) Tuition Reimbursement and Membership Dues. The County shall establish

6 an individual, departmental fund in the amount of \$1,000.00 for each fiscal year for each

7 regular employee in the Exempt Group to reimburse employees for tuition costs incurred

8 for job-related education or career development or to reimburse membership dues in

9 professional organization(s), provided each expenditure enhances furtherance of County

10 or continuing educational goals.

11 Requests for reimbursement must be approved in advance by the appointing

12 authority and shall not be paid in increments less than \$10.00 per fiscal year. The

13 individual department fund is in addition to department budgeted and mandated training

14 and memberships. The County shall also pay, in addition to the individual department

15 fund, the membership dues to the State Bar of California for all licensed attorneys in the

16 Exempt Group whose job duties require admission in the State Bar.

17 Employees who successfully complete job-related education or courses may

18 submit a request to be reimbursed beyond the limit of \$1,000.00 to their department head

19 or appointing authority for review. The department head or appointing authority must then

20 request and receive approval from the County Administrative Office to reimburse beyond

21 the limit of \$1,000.00 per fiscal year per employee. In order to be eligible for tuition

22 reimbursement under this provision, the employee must take such course work outside

23 regular work hours and shall do no productive work for the County while attending the

24 courses.

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

26 leaves the County prior to completing two years of County service after completing the

27 job-related education or coursework, the employee will reimburse the County according

28 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%

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

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

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

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

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

(C) The employee submits proof of the following:

- (I) A qualifying degree.
- (II) Current statements from an unpaid loan.
- (III) The employee is in paid status in the pay period the repayment is made.

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

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

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

(2) Terms of Loan Repayment Assistance: Employees with 2 or more years of continuous service with the County may apply for tuition loan repayment.

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

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

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

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

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

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

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

21 (3) Restrictions

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

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

27 (C) Loans must not be in default status. Employees must provide  
28 a written statement from their lender(s) substantiating that the loan(s) are not in default,

1 dated within ten business days of the application for payment.

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

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

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

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

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

13 (4) Program Details

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

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

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

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

26 Should a classified employee's position be abolished, the County will make  
27 reasonable efforts to place the employee in a comparable County position based upon  
28 the employee's skills, knowledge and abilities, as well as consideration for the employee's

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

7 (o) Automobiles.

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

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

16 Effective August 10, 2024, all county employees in Benefit Groups A and B  
17 will no longer be eligible for a Category I County vehicle except employees in the following  
18 classifications, Chief Probation Officer, Assistant Chief Probation Officer, Undersheriff,  
19 Assistant Sheriff, Sheriff's Deputy Chief and District Attorney Chief Investigator.

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

1 upkeep, fuel, and all other costs for the required vehicle. At no time shall an employee  
2 receive both a County vehicle and the automobile allowance.

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

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

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

22 (q) Contributions to Salary Savings Plan.

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

1 of Exempt Group employees in Benefit Group D to the County's 401(k) Defined  
2 Contribution Plan of up to three percent of biweekly base salary will be matched by a  
3 County contribution of two times the employee's contribution. The County contribution  
4 shall not exceed six percent of an employee's biweekly base salary.

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

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

18 (r) Employment Interview Expenses and Moving Reimbursement.

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

27 (2) Moving Expense Reimbursement.

28 (A) The Chief Executive Officer may approve moving expenses

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

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

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

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

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

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

4 (s) Peace Officer Standards and Training Pay.

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

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

20 (3) Rates.

21 (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

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

14 (C) Effective July 18, 2020, the County shall establish a new  
15 POST base pay for employees who obtain a Management POST Certificate. This POST  
16 base pay shall be approximately \$1.79 per hour above POST base pay effective July 18,  
17 2020, for a Supervisory Certificate or a master's degree.

18 (D) Effective November 29, 2025, the County shall establish a  
19 new POST base pay for employees who obtain an Executive POST Certificate. This  
20 POST base pay shall be approximately \$1.79 per hour above POST base pay for a  
21 Management POST Certificate.

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

28 (t) Dependent Care Assistance Plan. The purpose of this Section 125

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

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

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

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

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

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

27 (1) The appointing authority certifies to the Director of Human  
28 Resources, in writing at the time of appointment, that the employee meets minimum

1 qualifications and is assigned and held responsible to fully perform all of the duties  
2 normally associated with the higher level position without limitation as to difficulty or  
3 complexity of assignments or consequence of action and that the employee shall be  
4 required to meet standards for satisfactory performance normally required at the higher  
5 level position; and

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

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

17 The duration of such assignments to vacant higher positions are not  
18 intended to exceed one calendar year except in unusual circumstances approved by both  
19 the appointing authority and the Director of Human Resources or designee. Such  
20 assignments in all circumstances are temporary assignments and at the conclusion of  
21 such assignments the respective employee shall be returned to his or her previous  
22 classification. Appointments to regular positions of trainees or underfills are exempt from  
23 the provisions of this section. Further, this section does not apply to a situation in which  
24 there is no vacant higher-level position for which funds have been appropriated. Addition  
25 of duties of a higher-level classification to any employee's regular position shall be  
26 governed by the Special Assignment Compensation section or the Personnel Rules on  
27 Classification, as appropriate. For purposes of this section, a vacant position is defined  
28 as an authorized regular position for which funds have been appropriated and which may

1 be: (1) An unoccupied position due to attrition and for which the appointment process has  
2 been initiated; (2) A position from which the incumbent is on extended leave of absence;  
3 or (3) A new position authorized by the Board of Supervisors for which the appointment  
4 process has been initiated.

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

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

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

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

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

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

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

26 Should such be the case, the Commission must state in writing specific  
27 reason(s) for the decision (1, 2, 3, 4, or 5) and subsequently conduct and complete a full  
28 and fair evidentiary hearing on the appeal within 30 days of rejecting the hearing officer's

1 findings and recommendations unless the hearing cannot for good cause be completed  
2 within 30 days.

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

7           (w) Reemployment.

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

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

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

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

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

18           (x) Recruitment and Referral Bonus Programs.

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

23           (2) Program Applicability. Appointing authorities may request  
24 authorization to apply the recruitment and/or referral incentive program(s) to assist in  
25 filling regular positions in their departments. To apply, said position/classification must  
26 have had historical/demonstrable recruitment difficulty. The Director of Human  
27 Resources shall have the sole authority to determine the applicability and duration of  
28 these program(s) to each requested position/classification and shall certify applicability of

1 the program(s) for each position, by assignment, department, and beginning and ending  
2 dates. Such determinations shall not be subject to any review or appeal.

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

6 (A) Bonus Amount and Method of Payment.

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

12 (II) The eligible employee hired into a position/  
13 classification in Benefit Group B or Benefit Group C, not covered by Subsection  
14 13.0613(x)(3)(A)(I), shall receive \$1,500.00 upon hire and an additional \$1,500.00 upon  
15 completion of 2,080 service hours in the position/classification for which the original bonus  
16 was granted.

17 (III) The eligible employee hired into a position/  
18 classification in Benefit Group D shall receive no less than \$500.00 and no more than  
19 \$1,000.00 upon hire and an additional \$1,000 upon completion of 2,080 service hours in  
20 the position/classification for which the original bonus was granted.

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

23 (B) Limitations and Exclusions.

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

1 after the ending date certified by the Director of Human Resources for that classification  
2 to be eligible for participation in the referral bonus program.

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

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

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

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

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

20 (C) Limitations and Exclusions.

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

28 (II) Individuals assigned to employee recruitment as a

1 primary function of their position shall not be eligible to receive this bonus.

2 (III) In cases where more than one employee is named as  
3 a “referring party,” the referral bonus shall be equally split between the referring  
4 employees.

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

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

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

13 (y) County Counsel Legal Service Classification.

14 (1) Application. This section shall apply to all Deputy County Counsel  
15 classifications.

16 (2) Service. The term “service” means service which the appointing  
17 authority finds to be good or superior in work performance and conduct.

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

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

27 (5) Deputy County Counsel II. After a period of 1,040 hours of service  
28 and a satisfactory rating in the Deputy County Counsel II classification, an attorney shall

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

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

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

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

27 (9) Deputy County Counsel V. A Deputy County Counsel IV at the top  
28 step of the Deputy County Counsel IV level may be promoted to a Deputy County Counsel

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

12 (10) Exceptional Service Compensation. An additional two range  
13 increase or an additional four range increase in salary may be paid to attorneys in the  
14 classifications of Deputy County Counsel I - V for outstanding ability or work. The range  
15 increase shall be effective for a period not to exceed 2,080 hours if such increase is: (1)  
16 jointly recommended by the appointing authority and the Chief Executive Officer or his/her  
17 designee. Exceptional Service Compensation may be renewed for subsequent periods  
18 of 2080 hours, and is subject to termination at any time without the right to review or  
19 appeal.

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

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

1 such translation. Such employees must be certified as competent in translation skills by  
2 Human Resources to be eligible for compensation. The following classifications are  
3 eligible for Bilingual Compensation:

- 4 • Human Resources Assistant
- 5 • Human Resources Specialist
- 6 • Human Resources Technician
- 7 • Executive Administrative Assistant I
- 8 • Executive Administrative Assistant II
- 9 • Secretary, Civil Service Commission

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

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

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

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

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

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

25 (ff) Perfect Attendance. Employees in regular, full-time positions who do not  
26 utilize any sick leave or Paid Time Off (PTO) for sick leave purposes, any leave (e.g.,  
27 vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation,  
28 short-term disability partial/full integration, etc.), in a payroll calendar year (i.e., pay period

1 one through pay period 26 or 27, when applicable, of the same year), and who do not  
2 record any sick leave without pay or absent without pay, medical emergency leave, or  
3 military leave as provided by law during that year, shall accrue 16 hours of perfect  
4 attendance leave, for use in the next calendar year. Failure to utilize perfect attendance  
5 leave within the calendar year shall result in forfeiture of the same. Perfect attendance  
6 leave may not be cashed out.

7 (gg) Healthy Lifestyles Program. The healthy lifestyle program is available to  
8 employees in the Exempt Group. Under this program, Exempt Group employees are  
9 eligible for reimbursement for health club or fitness memberships up to \$324.00 on an  
10 annual basis.

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

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

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

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

28 Pursuant to applicable law, Tier 1 retirement system members are eligible

1 for full service credit for the pay period in which VTO is used and the employer contribution  
2 would be based on the employees' normal compensation earnable.

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

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

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

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

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

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

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

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

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

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

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

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

- 16 • Administrative Analyst I
- 17 • Administrative Analyst II
- 18 • Administrative Analyst III
- 19 • ARMC Chief Financial Officer
- 20 • Assistant Auditor-Controller/Treasurer/Tax Collector
- 21 • Assistant Executive Officer
- 22 • Auditor-Controller/Treasurer/Tax Collector Division Chief
- 23 • Auditor-Controller/Treasurer/Tax Collector Manager
- 24 • Chief Administrative Analyst
- 25 • Chief Deputy Treasurer
- 26 • County Chief Financial Officer
- 27 • Deputy Executive Officer
- 28 • HS Auditing Chief

- 1 • Principal Administrative Analyst
- 2 • Public Health Chief Financial Officer
- 3 • Public Works Chief Financial Officer
- 4 • Sheriff's Financial Manager

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

13 Eligible employees who are not in paid status (i.e., not coding paid hours) in the  
14 pay period that includes July 1 shall receive a prorated CPA stipend payment upon return  
15 to paid status. Such proration shall be based upon the remaining number of pay periods  
16 in the fiscal year nearest their return to paid status. However, an employee who is not in  
17 paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one  
18 year through pay period 14 of the following year) shall not receive the annual CPA stipend  
19 for the fiscal year(s) during which he or she was not in paid status at all. For example, if  
20 an employee is not in paid status from June 2016 through September 2017, and then  
21 returns to paid status in October 2017, the employee shall receive a prorated CPA stipend  
22 payment for FY 2017/2018 upon their return to paid status but shall not receive the FY  
23 2016/2017 stipend because the employee was not in paid status for the entire 2016/2017  
24 fiscal year. Any employee separating from County employment at the conclusion of a  
25 leave of absence shall not receive the CPA stipend.

26 (mm) Auditing Pay Differential. Employees in the classifications designated  
27 below who are required by the appointing authority to directly oversee the auditing  
28 functions shall receive a differential of two percent above the employee's base rate of pay

1 for all hours actually worked, up to 80 hours per pay period:

- 2 • HS Auditing Chief
- 3 • Auditor-Controller/Treasurer/Tax Collector Manager
- 4 • Auditor-Controller/Treasurer/Tax Collector Division Chief

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

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

15 (oo) Probation Retention Pay. The Chief Probation Officer, Assistant Chief  
16 Probation Officer and Deputy Chief Probation Officers who fall within the definition of  
17 "safety member" under Government Code section 31469.4 and have completed 15 or  
18 more years of continuous completed service hours in a regular position shall receive  
19 Probation Retention pay above their base rate of pay, as indicated below, based on the  
20 total hours of continuous completed service in a regular position with the County.  
21 Probation Retention pay shall be paid on all paid hours up to an employee's standard  
22 hours and shall be excluded when determining the appropriate rate of pay for promotion  
23 or demotion. Employees who qualify for Probation Retention pay shall begin to receive  
24 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%

28 For purposes of Probation Retention pay, a year of completed continuous service

1 hours is defined as 2,080 service hours with the County.

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

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

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

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

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

1 2019 upon return to paid status but shall not receive the 2018 allowance because the  
2 employee was not in paid status from pay period 24/2018 through pay period 23/2019.  
3 Any employee separating from County employment at the conclusion of a leave of  
4 absence shall not receive the uniform allowance.

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

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

15 (ss) Modified Benefit Option (MBO).

16 (1) General Provisions.

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

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

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

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

28 (2) Modified Benefit Option Wage Differential.

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

4 (B) The wage differential shall be considered as part of the base  
5 hourly rate when calculating the following: County contribution to the employee's  
6 Retirement Medical Trust (RMT) account, County match to employee's contribution to  
7 457(b) Deferred Compensation Plan, County match to employee's contribution to  
8 County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g.,  
9 Retention Pay, POST), sick leave conversion cash-out pursuant to Subsections  
10 13.0613(g)(1)(l) and 13.0613(k)(4), and other leave cash-outs if any. Provided below is  
11 an example of how the County's contribution to the RMT would be calculated:

12 Example: Employee with 17 years of continuous County service and  
13 an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate  
14 is \$70 per hour. This employee is eligible for a County contribution to the RMT equal to  
15 3.75% of the employee's base bi-weekly salary. The County contribution to the RMT is  
16 calculated as follows:

17  $80 \text{ hours} \times (\$70.00 \text{ per hour} \times 1.04 \text{ MBO Wage Differential}) = \$5,824$   
18 base bi-weekly salary for purposes of County contribution to the RMT

19  $\$5,824 \times 3.75\% \text{ Contribution Rate} = \$218.40$

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

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

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

1 (B) Medical Premium Subsidy (MPS).

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

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

6

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

7  
8

9 Effective February 10, 2024 through July 11, 2026, the MPS  
10 amounts for employees enrolled in the MBO will be based on a percent of the MPS  
11 amounts for the Traditional Benefit Option (i.e., 71% Employee Only; 82% Employee + 1;  
12 82% Employee + 2).

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

18 (4) Paid Time Off (PTO).

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

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

basis; provided, however, that the maximum combined vacation and PTO accrual that may be carried over to future calendar years shall not be prorated. PTO shall be available 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*

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

Any PTO accrual balance at the end of the calendar year in excess of employee's maximum PTO accrual that may be carried over to a future calendar year shall be automatically cashed out and paid in accordance with Subsection 13.0613(ss)(4)(E)(II). Additionally, any combined vacation/PTO accrual balance at the

1 end of the calendar year in excess of the employee's allowed maximum combined  
2 vacation/PTO balance, in which vacation accruals do not exceed employee's allowed  
3 maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance  
4 with Subsection 13.0613(ss)(4)(E)(II). For example, if an employee with a maximum  
5 combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation  
6 maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680  
7 hours, 94 PTO hours shall be automatically cashed out in accordance with Subsection  
8 13.0613(ss)(4)(E)(II).

9 (C) Administration.

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

13 (II) PTO for Sick Leave Purposes. When PTO has been  
14 requested for sick leave purposes, PTO shall be administered according to Subsection  
15 13.0613(g)(1)(D).

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

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

22 (E) PTO Cash-Out.

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

1 to termination or retirement, an employee may exercise the following options:

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

8                   Option 2. Existing Accruals. Existing PTO accruals may be  
9 cashed out in whole hour increments with a minimum cash out of ten hours and will be  
10 subject to 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 PTO accruals in  
13 excess of the employee's maximum PTO accrual balance converted to cash. Such  
14 automatic PTO cash out shall be paid in pay period 1 of the next calendar year.

15                   (F) Accrual Carryover Following Benefit Change.

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

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

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

1 shall automatically cash out in pay period 1 of the next calendar year such that 480  
2 vacation hours carries over to the next calendar year (552 hours – 72 hours = 480 hours).

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

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

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

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

1 113 hours = 480 hours). If employee has a grandfathered maximum vacation accrual  
2 balance, the grandfathered vacation accrual balance shall be the maximum combined  
3 vacation and PTO balance that may be carried over.

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

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

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

24  
25 SECTION 2. Section 13.0614 of the San Bernardino County Code is amended, to  
26 read:

27 **13.0614 Salaries and Working Conditions of the County-Wide Elected Officials.**

28 (a) Compensation.

1 (1) Assessor/Recorder and Auditor-Controller/Treasurer/Tax Collector.  
2 Section 308 of Article III of the County Charter governs the annual salaries of the  
3 Assessor/Recorder and Auditor-Controller/Treasurer/Tax Collector.

4 (2) Sheriff/Coroner/Public Administrator and District Attorney. Section  
5 309 of Article III of the County Charter governs the annual salaries of the  
6 Sheriff/Coroner/Public Administrator and District Attorney.

7 (b) Benefits—County-Wide Elected Officials.

8 (1) Notwithstanding any other provisions of the County Code, County-  
9 wide elected officials shall receive the same benefits provided to Exempt Group  
10 employees in Benefit Group B, or as otherwise specified, in Subsections (f), (j), (k), (l),  
11 (o), (q), (s), (t), (gg), and (kk) of Section 13.0613, and as otherwise specified by law or  
12 the County Code and as modified below.

13 (A) County-wide elected officials are not required to enroll in  
14 County-sponsored medical and dental coverage as described in Subsection  
15 13.0613(f)(1). A County-wide elected official who does not participate in a County-  
16 sponsored medical plan will receive an amount of \$161.54 per pay period.

17 (B) County-wide elected officials shall not receive the benefits  
18 described in Subsection 13.0613(f)(6) related to short term disability.

19 (C) County-wide elected officials shall not receive the benefits  
20 described in Subsection 13.0613(k)(1)(B)(III) related to eligibility for MPS and DPS while  
21 on leave.

22 (D) County-wide elected officials shall not receive the benefits  
23 described in Subsection 13.0613(k)(4)(B) related to sick leave conversion to Retirement  
24 Medical Trust Fund (RMT). County-wide elected officials shall be eligible to participate in  
25 the RMT upon taking office. The County will contribute to the RMT as follows for County-  
26 wide elected officials:

27

Total Years of Service	Percentage of Base Salary*
0-9 years	2.00%

28

10-15 years	2.75%
16 or more years	3.75%
*For purposes of the RMT contribution, base salary is as defined in the RMT plan document.	

(E) The County-wide elected officials receive the benefits described in Subsection 13.0613(o)(1) related to automobiles with the following exceptions:

(I) The County-wide elected officials who have a Category I County vehicle assigned to them for use on County business will not be required to reimburse the County for occasional personal use. County-wide elected officials shall be taxed for any such personal use in accordance with state and federal tax law and regulation.

(II) County-wide elected officials who do not have a Category I County vehicle assigned to them shall receive an automobile allowance of \$561.54 per biweekly pay period.

(F) The County-wide elected officials receive the benefits described in § 13.0613 (cc) related to the portable communication device allowance with the exception that they will receive an allowance of \$150.00 per biweekly pay period.

(G) In lieu of other benefits provided to Exempt Group employees, County-wide elected officials shall have five percent of their base salary contributed by the County on their behalf on a biweekly basis to either (1) the County's 457(b) Deferred Compensation Plan, or (2) the County's 401(a) Defined Contribution Plan.

(H) Tier 1 County-wide elected officials shall have \$442.53 contributed by the County on their behalf on a biweekly basis to either (1) the County's 457(b) Deferred Compensation Plan, or (2) the County's 401(a) Defined Contribution Plan.

(c) Employment Status. A County employee in a regular County position becoming an elected official of San Bernardino County shall be compensated, at the time of termination from regular employment to the time of assuming office, for unused

1 vacation, holidays, and sick leave conversion, if eligible. Should such an elected official  
2 return to County employment in a regular position, such employee shall be treated as a  
3 new employee and receive a new benefit date except as hereinafter provided. A person  
4 who has served as an elected official of the County and who returns or has returned to  
5 County employment in a regular position within 90 days after leaving an elected office of  
6 the County, shall be entitled for purposes of vacation accrual rates to count all prior  
7 County employment, including the time as an elected official of the County. The effective  
8 date of any vacation accrual rate adjustment shall not precede the effective date of this  
9 amendment

10 (d) Salary Adjustments. The County Administrative Office, in concurrence with  
11 County Counsel, shall conduct the compensation and salary surveys required in Sections  
12 308 and 309 of Article III of the County Charter, and shall report to the Auditor-  
13 Controller/Treasurer/Tax Collector and the Board of Supervisors the appropriate  
14 adjustments to be implemented as required by Sections 308 and 309 of Article III of the  
15 County Charter. The Auditor-Controller/Treasurer/Tax Collector shall implement any  
16 required adjustments effective January 1 of the applicable year based on the report of the  
17 County Administrative Office.

18  
19 SECTION 3. Section 13.0617 of the San Bernardino County Code is amended, to  
20 read:

21 **13.0617 County Employee Election Worker Program.**

22 (a) Employees, including but not limited to regular employees, Public Service  
23 Employees (PSE), extra-help and recurrent employees, and contract employees, who  
24 desire to volunteer their services as Election Workers will apply through the San  
25 Bernardino County Registrar of Voters and coordinate their intent to serve through their  
26 respective department head or designee. Acceptance as an Election Worker is  
27 conditional upon the approval of the employee's department head and the Registrar of  
28 Voters. For time spent as an Election Worker, County employees will be compensated in

1 accordance with the applicable memorandum of understanding and/or County  
2 ordinances, polices, and procedures. For purposes of compensation under this Section,  
3 time spent as an Election Worker, including time spent attending a training session during  
4 regular work hours or outside of regular work hours, shall be considered as time actually  
5 worked under the applicable memorandum of understanding and/or County ordinances,  
6 policies, and procedures.

7 (b) California Elections Law requires that election workers attend a training  
8 session prior to each election. This training will be conducted by the Registrar of Voters  
9 during and after regular work hours. County employees will be encouraged to attend  
10 training during their regular work hours.

11 (c) Any additional equipment or supplies necessary to carry out Election  
12 Worker duties on Election Day will be provided by the Registrar of Voters. The Registrar  
13 of Voters will keep affected department heads informed of employees who volunteer for  
14 service on Election Day in terms of their attendance.

15 (d) The Registrar of Voters will reimburse each employee's department for the  
16 compensation the employee receives while in election worker training. Regardless of  
17 whether the hours worked as an Election Worker on or before Election Day count as  
18 overtime, the Registrar of Voters will reimburse an employee's department for any weekly  
19 overtime that the department is liable for due to the employee working as an Election  
20 Worker on Election Day.

21  
22 SECTION 4. Section 13.0617n of the San Bernardino County Code is amended,  
23 to read:

24 **13.0617n Salaries and Working Conditions of the Swim Complex Employees.**

25 (a) *Wages.* Positions in the Pool Manager class may only be allocated as  
26 extra-help or recurrent. A Pool Manager range is established with a starting step of  
27 \$22.00 per hour and steps progressing at \$0.50 per hour up to a maximum of \$25.00  
28 per hour. Pool Managers may be hired at any step within the pay range as determined

1 by the appointing authority commensurate with their experience and training, subject to  
2 approval by the Director of Human Resources or designee. Notwithstanding any other  
3 provision in this code, step advances are at the discretion of the appointing authority  
4 and may be authorized once a year, at the beginning of the new swim season.

5 (b) *Wages.* The class of Senior Lifeguard is hereby established. Positions in  
6 the Senior Lifeguard class may only be allocated as extra-help or recurrent. A Senior  
7 Lifeguard range is established with a starting step of \$19.00 per hour and steps  
8 progressing at \$0.50 per hour up to a maximum of \$21.00 per hour. Senior Lifeguards  
9 may be hired at any step within the pay range as determined by the appointing  
10 authority commensurate with their experience and training, subject to approval by the  
11 Director of Human Resources or designee. Notwithstanding any other provision in this  
12 code, step advances are at the discretion of the appointing authority and may be  
13 authorized once a year, at the beginning of the new swim season.

14 (c) *Wages.* The class of Lifeguard is hereby established. Positions in the  
15 Lifeguard class may only be allocated as extra-help or recurrent. A Lifeguard range is  
16 established with a starting step of \$17.00 per hour and steps progressing at \$0.50 per  
17 hour up to a maximum of \$19.00 per hour. Lifeguards may be hired at any step within  
18 the pay range as determined by the appointing authority commensurate with their  
19 experience and training, subject to approval by the Director of Human Resources or  
20 designee. Notwithstanding any other provision in this code, step advances are at the  
21 discretion of the appointing authority and may be authorized once a year, at the  
22 beginning of the new swim season.

23 (d) For increases related to limited exceptional circumstances refer to County  
24 Code Section 13.0655 Salary and Step Adjustments.

25 (e) *Working Conditions.* Swim Complex Employees shall be compensated on  
26 an hourly rate basis only for hours actually worked and shall receive no other  
27 compensation or benefit, except those benefits required by law and as set forth in this  
28 subsection. Overtime shall be defined as all hours actually worked in excess of 40

1 hours per work period. Any Pool Manager authorized by the appointing authority or  
2 authorized representative to work overtime shall be compensated at premium rates,  
3 i.e., one and one-half times the employee's regular rate of pay.

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

13 (3) *Unclassified Service.* Employees covered by this section are in the  
14 unclassified service.

15  
16 SECTION 5. Section 13.0628 of the San Bernardino County Code is  
17 amended, to read:

18 **13.0628 Extra-Help Employment.**

19 An **EXTRA-HELP APPOINTMENT** means an appointment which is intended to be  
20 on less than a year-round basis, including, but not limited to the following: to cover  
21 seasonal peak workloads; emergency extra work loads of limited duration; necessary  
22 vacation, holiday or sick leave relief; and other situations involving a fluctuating staff. At  
23 the end of 2,080 service hours the appointment shall be terminated unless the appointing  
24 authority receives approval from the Director of Human Resources to continue the  
25 appointment.

26 Extra-help employees shall be compensated on an hourly basis only for hours  
27 actually worked unless otherwise provided for in this Code or required by law. Extra-help  
28 employees' salary shall be within the base salary range established for the job level, with

1 commensurate duties, as determined by Human Resources. Notwithstanding any other  
2 provision in this code, step advances are at the discretion of the appointing authority after  
3 completion of not less than 1,040 hours worked for each step.

4 For increases related to limited exceptional circumstances refer to County Code  
5 Section 13.0655 Salary and Step Adjustments.

6 Under unusual circumstances and with the approval of the appropriate appointing  
7 authority or authorities and the Director of Human Resources, an employee in a regular  
8 position may choose to work in an extra-help capacity for the same or another appointing  
9 authority and be compensated as such pursuant to this section.

10 Extra-help employees shall participate in the County's PST deferred compensation  
11 plan in lieu of participation in any other retirement plan, program, or benefit. Said  
12 employees shall contribute seven and one-half percent of the employee's biweekly base  
13 compensation up to seven and one-half percent of the employee's maximum covered  
14 wages for Social Security purposes. The employee's contributions to PST deferred  
15 compensation shall be automatically deducted from employee's earnings. Employees  
16 shall enroll in the plan on forms approved by Human Resources. This Subdivision shall  
17 not apply to any employee who is otherwise covered by the County Retirement System.

18  
19 SECTION 6. Section 13.0629 of the San Bernardino County Code is amended, to  
20 read:

21 **13.0629 Recurrent Employment.**

22 A ***RECURRENT APPOINTMENT*** means an appointment which is made for an  
23 indefinite period of time to provide for on- call staffing needs related to variable  
24 workload/service demands attendant to such things as fluctuating census or population  
25 in institutions, special projects, and annually recurring seasonal peak workloads.  
26 Recurrent employees may remain on the payroll system year-round for an indefinite  
27 period of time and may be scheduled to work as needed over the course of one or more  
28 years. Employees may not exceed 1,547 hours in a year without the express approval of

1 the Director of Human Resources. Recurrent employees shall be compensated on an  
2 hourly basis only for hours actually worked unless otherwise provided or required by law.  
3 A recurrent employee's salary shall be within the then-current base salary range  
4 established for a job classification with commensurate duties. Recurrent employees may  
5 be hired up to the midpoint of the appropriate base salary range with the approval of the  
6 appointing authority and through the top step of the appropriate base salary range with  
7 the approval of the Director of Human Resources; provided, however, that regular  
8 employees appointed to a recurrent position of the same classification shall be  
9 compensated at the same step in the recurrent position as they are in their regular  
10 position. Exceptions may be made subject to the approval of the Director of Human  
11 Resources. Notwithstanding any other provision in this code, step advances are at the  
12 discretion of the appointing authority after completion of not less than 1,040 hours worked  
13 for each step.

14 For increases related to limited exceptional circumstances refer to County Code  
15 Section 13.0655 Salary and Step Adjustments.

16 Under unusual circumstances and with the approval of the appropriate appointing  
17 authority or authorities and the Director of Human Resources, an employee in a regular  
18 position may choose to work in a recurrent capacity for the same or another appointing  
19 authority and be compensated as such pursuant to this section.

20 Recurrent employees shall participate in the County's PST deferred compensation  
21 plan in lieu of participation in any other retirement plan, program, or benefit. Said  
22 employees shall contribute seven and one-half percent of the employee's biweekly base  
23 compensation up to seven and one-half percent of the employee's maximum covered  
24 wages for Social Security purposes. The employee's contributions to PST deferred  
25 compensation shall be automatically deducted from employee's earnings. Employees  
26 shall enroll in the plan on forms approved by Human Resources. This subdivision shall  
27 not apply to any employee who is otherwise covered by the County Retirement System.

28

1 SECTION 7. Section 13.0660 of the San Bernardino County Code is amended, to  
2 read:

3 **13.0660 Public Service Employees.**

4 The class of Public Service Employee (PSE) is hereby established. Positions in the PSE  
5 class may be assigned to entry level duties in a variety of fields and occupations. Positions  
6 may only be allocated as extra-help or recurrent and, as such, are in the unclassified  
7 service. For layoff purposes, PSE positions are deemed to be the same classification as  
8 those positions performing substantially the same duties.

9 A PSE range is established with a starting step at the state minimum wage per hour and  
10 steps progressing at \$0.50 per hour up to a maximum of \$30.00 per hour.

11 PSEs may be hired at any step within the pay range as determined by the  
12 appointing authority commensurate with their education and/or training and duties to be  
13 performed; provided, however, that the PSE salary is consistent with that of employees  
14 in regular positions of the same or similar type or nature and shall be subject to the review  
15 and approval of the Director of Human Resources or his/her designee. Notwithstanding  
16 any other provision in this code, step advances are at the discretion of the appointing  
17 authority after completion of not less than 1,040 hours worked for each step. At the  
18 discretion of the Appointing Authority and with the approval of the Director of Human  
19 Resources or designee, an employee may be placed at any step within the PSE salary  
20 range when there is a change in working conditions or a change involving the  
21 performance of more difficult duties and requiring a greater level of skill(s).

22 For increases related to limited exceptional circumstances refer to County Code  
23 Section 13.0655 Salary and Step Adjustments.

24 *PST Deferred Compensation Plan.* Employees covered by this section shall  
25 participate in the County's PST deferred compensation plan in lieu of participation in any  
26 other retirement plan, program, or benefit. Said employees shall contribute seven and  
27 one-half percent of the employee's biweekly base compensation or up to seven and one-  
28 half percent of the employee's maximum covered wages for Social Security purposes.

1 The employee's contributions to PST deferred compensation shall be automatically  
2 deducted from employee's earnings. Employees shall enroll in the plan on forms  
3 approved by Human Resources. This subdivision shall not apply to any employee who is  
4 otherwise covered by the County retirement system.

5  
6 SECTION 8. Section 13.0661 of the San Bernardino County Code is added, to  
7 read:

8 **13.0661 Salaries and Working Conditions of the Career Pathway Worker.**

9 (a) Wages. The class of Career Pathway Worker is hereby established.  
10 Positions in the Career Pathway Worker class may only be allocated as extra-help or  
11 recurrent. A Career Pathway Worker range is established with a starting step of the state  
12 minimum wage per hour and steps progressing at \$0.50 per hour up to a maximum of  
13 \$25.00 per hour. Career Pathway Workers may be hired at any step within the pay range  
14 as determined by the Appointing Authority commensurate with program requirements,  
15 subject to approval by the Director of Human Resources or designee. Notwithstanding  
16 any other provision in this code, step advances are at the discretion of the Appointing  
17 Authority and may be authorized once a year, at the beginning of a new program start  
18 date.

19 (b) For increases related to limited exceptional circumstances refer to County  
20 Code Section 13.0655 Salary and Step Adjustments.

21 (c) Working Conditions. Career Pathway Workers shall be compensated on an  
22 hourly rate basis only for hours actually worked and shall receive no other compensation  
23 or benefit, except those benefits required by law and as set forth in this subsection.  
24 Overtime shall be defined as all hours actually worked in excess of 40 hours per work  
25 period. Any Career Pathway Worker authorized by the Appointing Authority or desingee  
26 to work overtime shall be compensated at premium rates, i.e., one and one-half times the  
27 employee's regular rate of pay.

28 (1) PST Deferred Compensation Plan. Employees covered by this

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

9 (2) Unclassified Service. Employees covered by this section are in the  
10 unclassified service.

11  
12 SECTION 9. Section 13.0662 of the San Bernardino County Code is added,  
13 to read:

14 **13.0662 Salaries and Working Conditions of the Temporary Worker.**

15 (a) Wages.

16 (1) The classification of Temporary Worker is hereby established.  
17 Positions in this class may only be allocated as extra-help or recurrent positions in one of  
18 the following occupations:

- 19 (A) Temporary Worker- Administrative
- 20 (B) Temporary Worker- Clerical
- 21 (C) Temporary Worker- Exempt
- 22 (D) Temporary Worker- Management
- 23 (E) Temporary Worker- Nurse
- 24 (F) Temporary Worker- Nurse Supervisor
- 25 (G) Temporary Worker- Probation
- 26 (H) Temporary Worker- Professional
- 27 (I) Temporary Worker- Safety
- 28 (J) Temporary Worker- Safety Management

- 1 (K) Temporary Worker- Peace Officer
- 2 (L) Temporary Worker- Supervising Peace Officer
- 3 (M) Temporary Worker- Supervisor
- 4 (N) Temporary Worker- Technical and Craft

5 (2) Positions in the Temporary Worker classifications may be assigned  
6 to various level duties in a variety of fields and occupations.

7 (3) A Temporary Worker range is established with a starting rate at state  
8 minimum wage per hour and max rate at \$200.00 per hour.

9 (4) Temporary Workers may be hired at any hourly rate within the  
10 minimum and maximum pay range as determined by the appointing authority  
11 commensurate with their education and/or training and duties to be performed; provided,  
12 however, that the Temporary Worker salary is consistent with that of employees in regular  
13 positions of the same or similar type or nature and shall be subject to the review and  
14 approval of the Director of Human Resources or designee. Notwithstanding any other  
15 provision in this code, pay advances are at the discretion of the Appointing Authority after  
16 completion of not less than 1,040 hours worked at the rate of 2.5%. At the discretion of  
17 the Appointing Authority and with the approval of the Director of Human Resources or  
18 designee, an employee may be placed at any hourly rate within the Temporary Worker  
19 salary range when there is a change involving the performance of more difficult duties  
20 and requiring a greater level of skill(s). Such increases will not be applied retroactively.

21 (b) Working Conditions.

22 (1) PST Deferred Compensation Plan. Employees covered by this  
23 section shall participate in the County's PST deferred compensation plan in lieu of  
24 participation in any other retirement plan, program, or benefit. Said employees shall  
25 contribute seven and one-half percent of the employee's biweekly base compensation or  
26 up to seven and one-half percent of the employee's maximum covered wages for Social  
27 Security purposes. The employee's contributions to PST deferred compensation shall be  
28 automatically deducted from employee's earnings. Employees shall enroll in the plan on

1 forms approved by Human Resources. This Subdivision shall not apply to any employee  
2 who is otherwise covered by SBCERA.

3 (2) Employees covered by this section shall be paid at one and one-half  
4 times their regular rate of pay for hours worked over 40 hours per work week.

5 (3) Unclassified Service. Employees covered by this section are in the  
6 unclassified service.

7  
8 SECTION 10. This ordinance shall take effect immediately from the date of  
9 adoption.

10  
11  
12 \_\_\_\_\_  
DAWN ROWE, Chair  
Board of Supervisors

13  
14 SIGNED AND CERTIFIED THAT A COPY  
15 OF THIS DOCUMENT HAS BEEN DELIVERED  
16 TO THE CHAIRMAN OF THE BOARD

17 LYNNA MONELL, Clerk of the  
18 Board of Supervisors  
19 \_\_\_\_\_  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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  
6 of said County and State, held on the 18<sup>th</sup> day of November, 2025, at which meeting  
7 were present Supervisors: Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca,  
8 Jr., and the Clerk, the foregoing ordinance was passed and adopted by the following  
9 vote, to wit:

10 AYES: SUPERVISORS: Jesse Armendarez, Dawn Rowe, Curt Hagman,  
11 Joe Baca, Jr.

12 NOES: SUPERVISORS: None

13 ABSENT: SUPERVISORS: Col. Paul Cook (Ret.)

14 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official  
15 seal of the Board of Supervisors this 18<sup>th</sup> day of November, 2025.

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

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

22 Approved as to Form:

23 LAURA FEINGOLD  
24 County Counsel

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

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