CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)

EXEMPT
COMPENSATION PLAN
JULY 2026

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ARTICLE 1: INTRODUCTION

Consistent with applicable laws, the following sections represent the salary and benefit program, established by the Board of Directors for Exempt employees included in the Consolidated Fire Agencies JPA (hereinafter referred to as CONFIRE). The Exempt Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between CONFIRE and any employee or group of employees. The *Personnel Rules for Board-Governed Special Districts/Fire District* also apply to CONFIRE Exempt employees unless specifically excluded within rule provisions. For the benefits administered by San Bernardino County (County), the County's plan documents shall govern those benefits and referenced hereafter as a County plan or benefit.

ARTICLE 2: BENEFITS

Section 1: Section 125 Premium Conversion Plan

A. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Exempt employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

B. To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.

C. Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.

D. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and consistent with the County's Section 125 Plan Document. The employee must submit a request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

Section 2: Medical and Dental Coverage

A. All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental 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 for forty (40) hours or more and is in paid status.

B. To continue enrollment in CONFIRE medical and dental plan coverage, an employee must be in a regular position scheduled to work a minimum of 40 hours per pay period and in paid status or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 2 of this Article, 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 sixty (60) days of obtaining eligibility status, such

as birth, adoption, marriage, or registration of domestic partnership.

D. Notification of a mid-year qualifying event must be submitted to the Employee Benefits and Services Division in accordance with procedures adopted by the Employee Benefits and Services Division. Employees are responsible for notifying the Employee Benefits and Services Division within sixty (60) days of dependent's change in eligibility for the CONFIRE-sponsored 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, overage 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.

G. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or their dependents. If the employee does not have sufficient earnings to cover the deduction, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.

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

Employees who elect to opt-out or waive (CONFIRE-sponsored medical plan coverage and scheduled for 61 to 80 hours per pay period will receive forty dollars ($40.00) per pay period; opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars ($20.00) per pay period.

I. Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in the CONFIRE-sponsored dental plan.

J. The rules and procedures for electing to opt-out or waive of CONFIRE-sponsored health and dental plan coverage are established and administered by the Employee Benefits and Services Division.

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

2. Employees may also elect to opt-out or waive of CONFIRE medical and/or dental plan coverage during an annual open enrollment period. All employees who newly elect to opt-out or waive during open enrollment must provide verification of other employer group plan coverage.

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

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

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

Section 3: Medical and Dental Subsidies

A. CONFIRE has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The applicable MPS amount shall be paid directly to the providers of CONFIRE-sponsored medical plan in which the eligible employee has enrolled.

In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

B. The following are the MPS amounts:

Effective February July 12, 2025, all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period**:**

COVERAGE	SCHEDULED FOR 41 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

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2024/2025 Benefit Plan Year premium for the Employee-Only tier increases by $20 per pay period, the MPS amount will increase by $20 per pay period (i.e., 100% of $20) and the total MPS for the Employee-Only tier will be $330.75. Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

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

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

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

C. CONFIRE has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The applicable DPS amount shall be paid directly to the provider of the CONFIRE-sponsored dental plan in which the eligible employee has enrolled.

Those who are enrolled in both CONFIRE-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS will be eligible to receive the DPS.

The following are the DPS amounts:

Coverage	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only Employee + 1 Employee + 2	$4.73	Up to $9.46

The amount of the DPS shall not exceed the combined total of the employee's out-of-pocket premium expenses. For example, an employee who selects "employee only" coverage for medical and dental with a combined per

pay period premium cost of $250.79 and receives a per pay period MPS of $243.33 will receive a DPS in the amount of $7.46 per pay period.

D. Eligibility for MPS and DPS

Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage.

E. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status to actually receive the benefits of this Section.

F. Eligibility for MPS and DPS While on Leave

1. FMLA/CFRA. Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Section 3, as applicable, will continue to be enrolled in a CONFIRE-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

   An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

2. Pregnancy Disability Leave (PDL). An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL, Government Code section 12945.

3. Workers' Compensation. Except for employees covered under Labor Code 4850, employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to a total of twenty (20) pay periods while off work due to that work injury as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods. Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is in paid status.

4. Short Term Disability. Employees in paid status shall continue to receive the MPS and DPS.

5. Per Episode of Illness or Injury. Employees who are on an approved Medical Leave of Absence and whose paid hours in a pay period are less than the required number of hours will continue to receive the benefits of Section 2 for up to six pay periods per episode of illness or injury.

Section 4: Contributions to Salary Savings Plan

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

(6%) of an employee's biweekly base salary. Biweekly contributions of Exempt employees in Groups B and C to the County's 401(k) Defined Contribution Plan up to four percent (4%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed eight percent (8%) of an employee's biweekly base salary.

B. Biweekly contributions of Exempt Group B employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one (1) time the employee's contribution. The CONFIRE contribution shall not exceed one percent (1%) of the employee's biweekly base salary. Biweekly contributions of Exempt Group C and D employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one-half (1/2) times the employee's contribution. The CONFIRE contribution shall not exceed one-half percent (½%) of the employee's biweekly base salary.

Section 5: Dependent Care Assistance Plan (DCAP)

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for qualifying dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 (IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section and consistent with San Bernardino County's Dependent Care Assistance Plan Document.

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

B. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.

C. An employee must elect to contribute to DCAP through salary reduction on forms approved by the Employee Benefits & Services Division. An employee election to participate shall be irrevocable for the remainder of the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Dependent Care Assistance Plan Document.

D. Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 6: Flexible Spending Account (FSA)

A. The CONFIRE has established a Medical Expense Reimbursement Flexible Spending Account (FSA) Plan for Exempt Group employees in regular positions. The FSA is established in accordance with the provisions of Section 213 of the Internal Revenue Code (IRC). The Employee Benefits and Services Division will serve as the Plan's Administrator.

B. Eligible employees who choose to participate in the FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator.

C. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a

participation agreement within the time frame shall result in an election to not participate in the Plan.

D. Eligible employees may contribute, on a pre-tax basis, each biweekly pay period up to the established amount pursuant to the IRC annual maximum. CONFIRE will contribute up to forty dollars ($40.00) per biweekly pay period matching employee contributions dollar for dollar. CONFIRE will contribute up to an additional $10 per biweekly pay period, matching Exempt employee contribution dollar for dollar, for employees who select the CONFIRE-sponsored Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA.

E. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan Year except as permitted by the IRC. Any amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 7: Perfect Attendance

Employees in regular, full-time positions in Exempt Groups C and D who do not utilize any sick leave or Paid Time Off (PTO) for Sick Leave Purposes, any leave (e.g., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay, absent without pay, Medical Emergency Leave, or military leave as provided by law, during that year, shall accrue sixteen (16) hours of perfect attendance leave for use in the next calendar year. Failure to utilize the perfect attendance leave within the calendar year shall result in forfeiture of the same. Perfect attendance leave may not be cashed out.

Section 8: Healthy Lifestyles Program

The Healthy Lifestyles program is available to Exempt Group employees. Under this program, Exempt Group employees are eligible for reimbursement for a Health Club/Fitness memberships up to $324.00 on an annual basis. Exempt Group employees are also eligible for an annual physical examination through the Arrowhead Regional Medical Center.

Section 9: Insurance Programs

A. Term Life Insurance. Subject to carrier requirements as specified in the Certificate of Insurance, CONFIRE will pay the premium for a term life insurance policy, the amount of which is based on the eligible employee's scheduled hours. An employee scheduled from 40 to 60 hours per pay period shall receive $25,000 in coverage. An employee scheduled from 61 to 80 hours shall receive $50,000 in coverage. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee's expense.

B. Voluntary Life Insurance. In accordance with procedures established by the Employee Benefits and Services Division, eligible employees may purchase, through payroll deductions, term life insurance subject to carrier requirements and in the amounts specified in the Certificate of Insurance.

An employee shall become initially eligible to participate in this program on the first day of the pay period following the pay period in which the employee is in paid status. Participation will continue as long as premiums are paid timely. If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and

Services Division.

C. Universal Life Insurance.

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

Benefit Group	CONFIRE 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

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

D. Accidental Death and Dismemberment Insurance. Exempt Group employees may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction. An employee shall become initially eligible to participate in this program on the first day of the pay period following the first pay period in which the employee works and is in paid status. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division. The benefit will be provided subject to carrier requirements, and will be administered by the Employee Benefits and Services Division.

E. State Disability Insurance. CONFIRE agrees to pay the premium for State Disability Insurance for each employee in regular positions budgeted for forty-one (41) or more hours per pay period.

F. Vision Care Insurance. Subject to carrier requirements, CONFIRE will pay the premiums for vision care insurance for employees who are in a paid status and their eligible dependents.

Section 10: Retirement Medical Trust Fund

A Retirement Medical Trust Fund has been established. The RMT is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of IRC section 501(c)(9).

The RMT Fund will be administered by the Employee Benefits and Services Division as the plan administrator in accordance with the plan document and applicable law.

A. Sick Leave Conversion Eligibility. Exempt Group employees with five or more years of participation in SBCERA are eligible to participate in the RMT.

The purchase of additional retirement credit or other retirement service credit and/or participation in other public sector retirement systems may also be counted towards the participation requirement, provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA.

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan

Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the employee's hire date.

B. Sick Leave Conversion Formula. At separation from service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the RMT in accordance with the conversion formula below:

Amount of Remaining Sick Leave Hours	Cash Value Formula
0 to 1,500 hours	80%

C. CONFIRE Contribution - CONFIRE will contribute to the RMT as follows:

Years of Participation in SBCERA or Other Retirement System	Percentage of Base Salary*
5-9 years	2.00%
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.

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

D. Death. Upon the death of an active employee with five (5) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for the unused sick leave balances according to the sick leave conversion formula below, and will not 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 1000 hours	50 percent

Section 11: Retirement System Contributions

A. Employee Contributions.

All employee retirement system contribution obligations shall be “picked up” for tax purposes only pursuant to this Section. The Auditor- Controller/Treasurer/Tax Collector shall implement the pickup of such retirement system contributions under Internal Revenue Code Section 414(h)(2).

The CONFIRE shall make member contributions under this Subdivision on behalf of the employee which shall be in lieu of the employee’s contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Subdivision shall be recouped through offsets against the salary of each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in

salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Subdivision shall be treated as compensation paid to CONFIRE employees for all other purposes. CONFIRE-paid employer contributions to SBCERA under this Subdivision shall be paid from the same source of funds used in paying the salaries of the affected employees. No employee shall have the option to receive the retirement system contribution amounts directly instead of having them paid to SBCERA.

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

B. Special Provisions.

1. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

2. Employees who are over age sixty (60) at time of hire, and who are in a regular position, and who choose not to be a member of SBCERA, shall be enrolled in the County's 401(k) Defined Contribution Plan. CONFIRE shall contribute the applicable percentage of the employee's base salary as provided in Section 4 Contributions to Salary Savings Plan of this Article, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. Eligible employees who waive participation in the County's Retirement System shall be eligible to receive the biweekly amounts applied under section (A) above for their group of employees.

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

ARTICLE 3: COMPENSATION

Section 1: Assignment to Vacant Higher Position

Employees directed to continuously perform duties in a vacant higher level regular position, for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of eighty (80) hours, unless specifically waived by the employee; provided, however:

A. CONFIRE's Director of Human Resources, or designee certifies to the Appointing Authority in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and

B. A written request for a salary rate increase to the higher level is directed to the Appointing Authority for CONFIRE or designee for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of a CONFIRE supervisor/manager to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee through a CONFIRE supervisor/manager in the same manner. Requests for a salary rate increase should be initiated during the first

thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by CONFIRE's Director of Human Resources. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which no vacant higher level position exists for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by the section on Special Assignment Compensation, or the Personnel Rule on Classification, as appropriate. For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (a) An unoccupied position due to attrition and for which the appointment process has been initiated; (b) a position from which the incumbent is on extended leave of absence; or (c) a new position authorized by the Board of Directors for which the appointment process has been initiated.

Section 2: Bilingual Compensation

Upon approval of CONFIRE's Director of Human Resources, employees in the category of the Exempt Group required by the Appointing Authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars ($45) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

Section 3: Management Incentive Pay – Non-Safety Transition

A. Employees who are appointed to executive or management positions within Exempt Group B and C and meet the eligibility criteria set forth in this section shall receive Management Incentive Pay as provided in this section.

Management Incentive Pay shall be established at a rate of fifteen percent (15%) of the employee's base salary and shall be paid as part of the employee's regular compensation.

Management Incentive Pay applies to employees who, at the time of appointment to the designated classification or assignment, are transitioning from a California public safety retirement classification, have a minimum of ten (10) years of continuous service under a safety retirement formula, and are not receiving a service retirement benefit from a public safety retirement system.

Management Incentive Pay shall commence upon appointment to the designated classification or assignment and shall continue for the duration of the employee's assignment in that classification or assignment.

Such compensation shall be reported in accordance with applicable laws and regulations governing retirement reporting.

Section 4: Major Fire and Disaster Response

For major fire and disaster response, CONFIRE employees assigned to major fire or disaster incidents, which exceed twelve (12) hours in duration, shall be eligible for additional compensation upon the approval of the Executive Director or designee. For approval of Major Fire and Disaster Response Compensation for the Executive Director, the request must be approved by the CONFIRE Board Chair or designee. If approved, such compensation for Exempt Group B shall be paid at the employee's base rate of pay. Exempt Groups C and D shall be paid at one and one-half times the employee's base rate of pay.

Section 5: Administrative Duty Compensation

Administrative duty compensation of $400.00 per month will be provided to Exempt Group B classifications: . This compensation is provided to compensate the classifications listed above for after hours work that does not involve returning to the worksite, unless otherwise provided for in this Article. No holiday time may be banked for being "on call" unless the employee actually returns to work for a verifiable emergency, activation or other incident as determined by CONFIRE's Appointing Authority or designee. Should an employee be required to return to work on a holiday, holiday time may only be banked for those hours the employees actually were required to work.

Section 6: Direct Deposit (Electronic Fund Transfer)

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

Section 7: Salary Adjustments

A. Across the Board Wage Increase

- 3.00% - Effective February 20, 2027, CONFIRE shall provide all classifications with a three percent (3.00%) across the board salary increase,
- 3.00% - Effective February 19, 2028, CONFIRE shall provide all classifications with a three percent (3.00%) across the board salary increase.

For the purposes of this CONFIRE Exempt Compensation Plan, base salary rate shall mean the salary range assigned to a specific classification as provided in Appendix A.

Section 8: Automobile Allowance

All CONFIRE employees in a paid status in Exempt Group A shall be eligible to receive a bi-weekly automobile allowance in the amount of $461.54 with no mileage reimbursement, or may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group B may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group A who become eligible or ineligible in the middle of a pay period (i.e., not at the beginning of a pay period) will receive a prorated sum of automobile allowance. Employees selecting this allowance shall be required to have a vehicle available at all times for use on CONFIRE business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

Section 9: Portable Communication Device Allowance

All CONFIRE employees in a paid status in Exempt Groups A and B shall be eligible to receive a biweekly portable communication device allowance in the amount of ninety-two dollars and thirty-one cents ($92.31), provided they are not assigned a CONFIRE-issued portable communication device.

An employee who becomes eligible or ineligible for this benefit in the middle of the pay period will receive a prorated amount.

The employee shall purchase a portable communication device capable of sending and receiving cellular telephone calls and capable of sending and receiving e- mails to and from CONFIRE's e-mail systems.

CONFIRE shall pay for any license and set up expense for the device, if any, and the employee shall pay for the equipment and monthly voice mail and data plans.

Employees in Exempt Groups A and B may elect to be assigned a CONFIRE-issued portable communication device, subject to availability and approval of the Appointing Authority or designee, in lieu of receiving the portable communication device allowance.

Section 10: Salary Rates and Step Advancements

A. Eligibility for Step Advancement. Employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this provision. Variable entrance steps may be established if justified by recruitment needs and the qualifications of the new employee, to the extent they exceed the minimum of the position to which the employee is appointed, through top step with the approval of the Appointing Authority or designee and through top step with the approval of CONFIRE's Director of Human Resources or designee.

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

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements. Unless otherwise approved by the Board of Directors, step advancements within a base salary range shall be based upon a one-step increment, approximately two and one-half percent (2.5%).

Employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources or his/her designee. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

B. Special Provisions. The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of CONFIRE's Director of Human Resources or designee and the final approval of the Appointing Authority or designee. CONFIRE's Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of any employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

Section 11: Longevity

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County/CONFIRE. Longevity pay shall be paid on all paid hours, up to an employee's standard hours, and shall be excluded 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%

For purposes of longevity pay only, a year of completed County/CONFIRE service is defined as 2,080 service hours with the County/CONFIRE.

Recognition of Prior Public Service

For purposes of determining eligibility for longevity pay only, prior service performed under a California public retirement system or other qualifying public retirement system shall be recognized, provided that:

- The employee entered Agency employment without a break in public service exceeding six (6) months; and
- The prior service was performed in a position that accrued service credit under a public retirement system; and
- The employee provides documentation acceptable to Human Resources verifying such service.
- The employee is not receiving a service retirement benefit from a public retirement system for the period of service being credited.

Approved prior service shall be combined with the employee's CONFIRE service solely for the purpose of determining the applicable longevity pay tier. Such recognition shall not apply to any other compensation, seniority, leave accruals, or benefits unless otherwise expressly provided.

Section 12: Special Assignment Compensation

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to vacation, short-term illness or other relief, which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Appointing Authority or designee and CONFIRE's Director of Human Resources or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority or designee will determine the amount in increments of one-half percent (½ %) from a minimum of two and one-half percent (2 ½%) up to a maximum of seven and one-half percent (7 ½%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not effect an employee's step advancement in the base range pursuant to the Salary Rates and Step Advancements section.

Requests for Special Assignment Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain CONFIRE's Director of Human Resources or designee's review of the request in advance of the date the employee begins the assignment, since there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with CONFIRE's Director of Human Resources or designee's written approval, assignment of greater level duties, and signed acceptance of the employee.

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts and as such there shall be no dual or multiple requests based on the same facts.

Section 13: Tuition Loan Repayment

CONFIRE shall establish a Tuition Loan Repayment Program to assist with student loan obligations and encourage continued CONFIRE employment.

A. Eligibility Requirements - all requirements must be met before the employee is deemed eligible for loan repayment assistance:

3. The employee is employed in a regular full-time classification covered under this Compensation Plan.
4. The employee fully completes the CONFIRE's Student Loan Repayment Application.
5. The employee submits proof of the following:
    a. (i) A qualifying degree.
    b. (iii) Current statements from an unpaid loan.
    c. The employee is in paid status in the pay period the repayment is made.
    d. The employee is not participating in another tuition loan repayment program. This does not include participation in any loan forgiveness program.
    e. Employee's last Work Performance Evaluation rating is a "meets standards" or above and not on an improvement plan.
    f. Employee is not on a current leave restriction plan.

B. Terms of Loan Repayment Assistance:

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

1. After completion of 2 continuous years with CONFIRE: A single payment of up to $1,000.
2. After completion of 3 continuous years with CONFIRE: A single payment of up to $1,500.
3. After completion of 4 continuous years with CONFIRE: A single payment of up to $2,000.
4. After completion of 5 continuous years with CONFIRE: A single payment of up to $2,500.
5. After completion of 6 continuous years with CONFIRE: A single payment of up to $3,000.

Payment shall not exceed the total amount of $10,000 per employee. Eligible employees may receive the payment within thirty (30) days after approval of the required documentation.

C. Restrictions

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

2. Degree must have been completed and employee must be in active repayment of the loan.
3. Loans must not be in default status. Employees must provide a written statement from their lender(s) substantiating that the loan(s) are not in default, dated within ten (10) business days of the application for payment.
4. Payments made on loans in the year prior to the repayment request that are less than the maximum yearly repayment amount will be eligible for the lesser amount paid only.
5. Employees who separate from County/CONFIRE employment are not entitled to prorated payments.
6. The lender information must be verified annually, and must not be older than ten (10) days prior to the application for payment.
7. If loans have been consolidated, proof of consolidation must be provided.
8. Employees must show proof of loan payments for each of the prior twelve (12) consecutive months.

D. Program Details

1. Payment will be made directly to the employee through EMACS. Payment will be subject to all required payroll deductions, and participants will be responsible for any and all applicable taxes resulting from the payments they receive.
2. Qualifying Student Loan shall mean a loan (or the portion of a loan, if consolidated) taken and used to cover the cost of an eligible qualifying degree. The determination of whether or to what extent a loan is a Qualifying Student Loan shall be made based on guidelines established by Human Resources.
3. Notwithstanding the foregoing, reimbursement under this Section shall be made subject to any additional conditions approved by the Appointing Authority or designee.

Section 14: Uniform Voucher

CONFIRE will provide a maximum of $400.00 voucher per fiscal year for uniform purchase the specified uniform. The employee is responsible for the purchase of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE's Appointing Authority or designee. CONFIRE shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year.

Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

ARTICLE 4: MODIFIED BENEFIT OPTION

Section 1: General Provisions

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

B. Employees may choose to enroll in the Modified Benefit Option (MBO) at hire or during the annual open enrollment period, and may choose to change to the traditional benefit option during subsequent open enrollment periods.

C. Employees who select the MBO must commit to work a minimum of 1,560 hours per calendar year.

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

Section 2: Modified Benefit Option Wage Differential

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

B. The wage differential shall be considered as part of the base hourly rate when calculating the following: CONFIRE contribution to the employee's Retirement Medical Trust (RMT) account, CONFIRE match to employee's contribution to County's 457(b) Deferred Compensation Plan, CONFIRE match to employee's contribution to County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g., retention), sick leave conversion cash-out pursuant to Section 10 Retirement Medical Trust in Article 2 Benefits, and other leave cash-outs if any. Provided below is an example of how CONFIRE's contribution to the RMT would be calculated:

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

80 hours X ($70.00 per hour X 1.04 MBO Wage Differential) = $5,824 base bi-weekly salary for purposes of CONFIRE contribution to the RMT $5,824 X 3.75% Contribution Rate = $218.40

CONFIRE will contribute $218.40 to the RMT on behalf of the employee that pay period.

Section 3: Benefits and Leaves

Except as provided in Section 3 of this Article, employees who select the MBO shall receive the same benefits and leaves that employees who select the traditional benefit option receive.

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

B. Medical Premium Subsidy (MPS).

Employees who select the MBO shall receive MPS in the following amounts per pay period:

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

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

Section 4: Paid Time Off

A. Definition. Employees who select the MBO shall be granted Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions. However, employees shall continue to be eligible to receive Administrative Leave as provided in Section 1 Administrative Leave in Article 7 Leave Provisions. Additionally, employees shall receive holiday pay in accordance with Section 6 Holiday Leave in Article 7 Leave Provisions, except that

employees shall not be eligible for the floating holiday.

B. Accumulation. Employees who select the MBO shall accrue PTO each pay period as provided in the chart below and shall be eligible for prior service credit in accordance with Section 14 Vacation Leave in Article 7 Leave Provisions. Employees who have standard 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 Section 14 Vacation Leave in Article 7 Leave Provisions 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 Section 14 Vacation Leave in Article 7 Leave Provisions, 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 Section 5(D)(2) of this Article. Additionally, any combined vacation/PTO accrual balance at the end of the calendar year in excess of the employee's allowed maximum combined vacation/PTO balance, in which vacation accruals do not exceed employee's allowed maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance with Section 5(D)(2) of this Article. For example, if an employee with a maximum combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680 hours, 94 PTO hours shall be automatically cashed out.

Section 5: Administration

A. PTO for Vacation Leave Purposes. When PTO has been requested for vacation leave purposes, PTO shall be administered according to Section 14 Vacation Leave of Article 7 Leave Provisions.

B. PTO for Sick Leave Purposes. When PTO has been requested for sick leave purposes, PTO shall be administered according to Section 12 Sick Leave of Article 7 Leave Provisions.

C. Separation. Employees separating from CONFIRE employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to Section 14 Vacation Leave of Article 7 Leave Provisions.

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

D. PTO Cash-Out.

1. Elective Conversion. An employee may sell back PTO at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of PTO be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back PTO prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's PTO accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 - Existing Accruals. Existing PTO accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any PTO accruals in excess of the employee's maximum PTO accrual balance converted to cash. Such automatic PTO cash out shall be paid in Pay Period 1 of the next calendar year.

E. Accrual Carryover Following Benefit Change.

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

   Any vacation leave accrual balance carried over to the MBO that is in excess of the employee's allowed maximum vacation leave accrual balance at the end of the calendar year shall be cashed out and paid in accordance with Section 14 Vacation Leave of Article 7 Leave Provisions. For example, an employee with a maximum vacation leave accrual balance of 480 hours begins MBO in pay period 16 and carries over 572 vacation hours. This employee then uses 20 vacation hours and has 552 vacation hours at the end of the last pay period of the calendar year. In this example, 72 vacation hours shall automatically cash out in pay period 1 of the next calendar year such that 480 vacation hours carries over to the next calendar year (552 hours – 72 hours = 480 hours).

   Vacation Cash-Out. Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and predesignated to cash-out vacation leave during the required pre-designation period while in the traditional benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO unless employee intends to convert to the traditional benefit option during next calendar

year's open enrollment period and start accruing vacation that calendar year.

Additionally, employees who select the MBO will continue to have the option to cash-out existing vacation accruals according to Section 14 Vacation Leave of Article 7 Leave Provisions.

2. Modified Benefit Option to Traditional Benefit Option. Employees who convert from the MBO to the traditional benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, floating holiday, and sick leave immediately; however, the maximum combined PTO and vacation accrual that may be carried over to a future calendar year shall not exceed this employee's allowed maximum vacation accrual balance at the end of the calendar year as established in Section 14 Vacation Leave of Article 7 Leave Provisions. Any combined excess leave hours at the end of the calendar year shall be cashed out as PTO hours and paid in accordance with Section 5(D)(2) of this Article. For example, an employee with a maximum vacation accrual balance of 480 hours begins the traditional benefit option in pay period 16 and carries over 150 PTO hours and 375 Vacation Leave hours and accrues an additional 68 vacation hours through pay period 26 (i.e., total combined leave at the end of calendar year equals 593 hours). In this example, 113 PTO hours shall automatically cash out in pay period 1 of the next calendar year such that 480 total combined vacation/PTO hours carries over to the next calendar year (593 hours – 113 hours = 480 hours). If employee has a grandfathered maximum vacation accrual balance, the grandfathered vacation accrual balance shall be the maximum combined vacation and PTO balance that may be carried over.

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

   Additionally, employees who convert from the MBO to the traditional benefit option will continue to have the option to cash-out existing PTO according to Section 5(D)(1)(b) of this Article.

ARTICLE 5: EMPLOYMENT PROVISIONS

Section 1: Access to Personnel Records

Personnel records are confidential and access to personnel records of the employees shall be limited to the CONFIRE's Director of Human Resources or designee, the Appointing Authority for CONFIRE, the Board of Directors, or their authorized representatives. Employees currently employed by CONFIRE and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of CONFIRE's Director of Human Resources or designee or upon the request of the employee or the Appointing Authority and upon approval of CONFIRE's Director of Human Resources or designee and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their CONFIRE supervisor/manager or Human Resources as appropriate.

Section 2: Classification

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt position. Whenever positions are subject to any change as a result of classification review, and are allocated within the CONFIRE Exempt Group, any Board of Directors action shall be made on the recommendation of the Appointing Authority for CONFIRE. Any request to review a classification action shall be submitted to the CONFIRE's Director of Human Resources or designee who shall have the final and binding authority in the review process determination. Positions allocated to the CONFIRE Exempt Group shall not be subject to any classification appeal procedure. Classification adjustments (upgrades and downgrades) are implemented in accordance with the Personnel Rules for Board-Governed Special Districts/Fire District.

Section 3: Classification Adjustments

A. Upgradings. An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for Board-Governed Special Districts/Fire District such employee's step placement in the new salary range shall be governed by the Section on "Promotions."

B. Downgradings. A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate where the salary rate is within the new base salary range. Where an incumbent receives a salary rate greater than the maximum of the new base salary range, the CONFIRE's Director of Human Resources, may authorize continuation of the same salary rate to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

Section 4: Conditions of Employment

CONFIRE Exempt Group employees serve at the pleasure of the Appointing Authority for CONFIRE. Should an employee's position be abolished, CONFIRE will make reasonable efforts to place the employee in a comparable CONFIRE position based upon the employee's skills, knowledge and abilities, as well as consideration for the employee's length of service with CONFIRE. If reasonable efforts to place an Exempt employee in a comparable CONFIRE position are unsuccessful, the employee shall be subject to layoff by written notification by the Appointing Authority or designee, which notification shall be given at least ten (10) working days prior to the effective date of the layoff. An Exempt employee does not have any bumping rights to other CONFIRE positions, whether previously held or not.

Section 5: Demotions

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

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

An employee demoted for non-disciplinary reasons shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes, not to exceed the top step of the salary range of the applicable range with the approval of the Appointing Authority and the CONFIRE

Director of Human Resources or designee.

An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is higher than the classification they demoted from, shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the demoted classification to which the employee demoted. Employees whose current base rate of pay exceeds the top step of the salary range to which the employee demoted classification range shall be placed on the "X" step and retain their current base rate of pay. Provided that the "X" step continues to be above the top step of the demoted classification range, the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification and the salary rate of that classification exceeds the "X" step. An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is lower than the classification they demoted from shall retain the same salary rate, provided that the salary rate does not exceed the top step of the journey level classification. If the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

Section 6: Dual Appointments

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by CONFIRE's Director of Human Resources or designee, to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status.

Section 7: Employment Interview Expenses

For division level and above, the Appointing Authority or designee may approve reimbursement of interview expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

Section 8: Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Appointing Authority for CONFIRE and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.

The nature of Fair Labor Standards Act (FLSA) exempt employment for affected Exempt CONFIRE classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of FLSA exempt positions are established. In those instances where a position's work extends well beyond the normal hours of employment, CONFIRE's Appointing Authority or designee may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and pre-scheduled basis. Circumstances for such compensation would include implementation of the intent of a Board of Directors approved program or emergency response.

For FLSA-covered employees in the Fire/Special Districts classifications, overtime is determined by the legal requirements of the FLSA. For FLSA-covered employees, the following overtime provisions apply.

A. Definition. Overtime shall be defined as all hours actually worked in excess of 40 hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave shall be considered as time actually worked. Overtime shall be reported in increments of full 15 minutes and is non-accumulative and non-payable when incurred in units of less than 15 minutes. Overtime shall not affect leave accruals.

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

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

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

Section 9: Job Sharing and Part-Time Employment

CONFIRE will make reasonable accommodation for employees who express a request in writing to share their positions with other qualified employees or eligible persons or to work on a part-time basis. Jobs may be shared on an hourly or daily basis.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific section. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific section provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by CONFIRE an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the CONFIRE.

Section 10: Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive the entrance rate of the new range or at least a five percent (5%) salary increase. An advanced step may be provided by the Appointing Authority up to a 7.5% increase in total not to exceed the top step of the higher base salary range. At the request of the Appointing Authority for CONFIRE and with the approval of CONFIRE's Director of Human Resources, an employee may be placed at a step above a 7.5% increase, not to exceed the top step of the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by CONFIRE's Director of Human Resources or designee.

or designee.

Section 11: Recruitment and Referral Bonus Programs

A. General. CONFIRE shall make available Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in the CONFIRE Exempt Group, in accordance with the guidelines established herein.

B. Program Applicability. The Appointing Authority for CONFIRE or designee may apply the Recruitment and/or Referral Incentive Program(s) to assist in filling regular positions in CONFIRE. CONFIRE's Director of Human Resources or designee shall have the sole authority to determine the applicability and amounts.

C. Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:

1. Bonus Amount and Method of Payment. The eligible employee hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars ($500.00) and no more than one thousand dollars ($1,000.00) upon hire. An additional one thousand dollars ($1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

2. Initial Leave Bank. The CONFIRE Director of Human Resources, or designee, may authorize a one-time initial leave bank for an employee hired into an exempt position or classification. Such leave banks shall be administered in accordance with applicable administrative policy and shall not exceed one hundred sixty (160) hours of vacation or paid personal leave, one hundred sixty (160) hours of sick leave, and one hundred twenty (120) hours of holiday leave. Approved leave bank hours shall be credited to the employee upon hire.

3. Limitations and Exclusions.

a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Human Resources for that classification to be eligible for participation in the Recruitment Bonus Program.

The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

The employee shall receive the 2nd installment of the recruitment bonus if the employee is "Meeting Standards" for the period that covers the 2nd installment. Such determination shall not be subject to review or appeal.

b. The initial leave bank is intended solely as a recruitment incentive. If the employee separates from CONFIRE employment within three (3) years of hire, any unused hours granted through the initial leave bank shall not be eligible for cash-out or conversion to compensation, except as otherwise required by applicable law, and such hours shall not be reported or treated as compensation earnable for retirement purposes to the extent permitted by law.

Authorization of an initial leave bank shall be made on a case-by-case basis at the sole discretion of the Director of Human Resources or designee and shall not be subject to grievance, review, or appeal.

D. Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

1. Method of Referral. To be eligible for the recruitment bonus, the CONFIRE Application for Employment form must contain the name of the referring employee on the application.

2. Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars ($250.00) for each referred candidate actually hired into an eligible regular position. An

additional five hundred dollars ($500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

3. Limitation and Exclusions.

   a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program.

   b. Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.

   c. In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

   d. In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars ($500) shall not be paid.

   e. The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

   f. The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the referral bonus. Such determination shall not be subject to review or appeal.

Section 12: Recruitment Moving Allowance

A. The Appointing Authority may approve moving expenses up to but not exceeding three thousand dollars ($3,000) for division level and above employees new to CONFIRE employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

B. CONFIRE's Appointing Authority or designee may approve moving expenses up to, but not exceeding, five thousand dollars ($5,000) for any employees new to CONFIRE employment for whom CONFIRE's Appointing Authority or the Administrative Committee is the Appointing Authority. Reimbursement of moving expenses in excess of five thousand dollars ($5,000) must be approved by the Administrative Committee.

For all employees not covered by A or B above, the following provision applies:

C. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, the Appointing Authority or designee may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with CONFIRE as follows:

Miles Relocated	Maximum Reimbursement
250*-1000 Miles	$1,000.00
1001-2000 Miles	$2,000.00
More than 2000 Miles	$2,500.00

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

Such reimbursement may be provided to employees upon initial employment with CONFIRE, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and

(3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve months' service, the employee shall be required to reimburse CONFIRE for any payment made under this subsection. If the employee fails to reimburse CONFIRE the amount shall be recovered via payroll recovery from the employee's final pay.

Section 13: Reemployment

A. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, and sick leave balance, unless the employee has received payment for unused sick leave in accordance with the Article Retirement Medial Trust Fund, subject to the approval and conditions established by the Appointing Authority and CONFIRE's Director of Human Resources or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall be required to serve a new probationary period, unless waived by CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

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

C. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) day calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

Section 14: Reemployment from Layoff

A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Section. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

For purposes of this section, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

Section 15: Relocation

Employees who are required by order of the Appointing Authority for CONFIRE to change their principal place of residence because of a reassignment to meet the needs of the service or because of a layoff, will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars ($400.00) reimbursement towards the

actual cost of relocating their personal furnishings and belongings.

Section 16: Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Incumbent employees whose classification is assigned to a higher base salary range shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Salary Rates and Step Advancements section.

Section 17: Unclassified Service

Exempt positions serve in the Unclassified Service. These positions are at-will and have no appeal rights as they serve at the pleasure of the Appointing Authority.

Section 18: Severance

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

ARTICLE 6: EXPENSE REIMBURSEMENT

Employees in the CONFIRE Exempt Group shall be reimbursed for all expenses incurred in connection with the conduct of CONFIRE business including, but not limited to: travel, lodging, meals, laundering, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority for CONFIRE. Reimbursement for expenses for travel and subsistence will be as listed below.

A. General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Plan.

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

C. Travel Authorization.

1. All foreseeable travel requests must be submitted to the Financel Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.

2. Travel outside the State of California must be approved by the Appointing Authority for CONFIRE or designee except when the trip outside California is within twenty (20) miles of the California border or travel

through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the Finance Division on a travel request form.

3. The Appointing Authority for CONFIRE or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

D. Authorization for Attendance at Meetings.

1. The Appointing Authority for CONFIRE or designee may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to the CONFIRE as a result of such attendance.
2. Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on the CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the CONFIRE.

E. Records and Reimbursements.

1. Requests for expense reimbursements should be submitted once each month and within one year of the date that expense was incurred.
2. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
   a. Subsistence, except as otherwise provided in this section.
   b. Private mileage (e.g., mileage to airport).
   c. Telephone and other communication related charges including Wi-Fi and internet access fees if needed to conduct CONFIRE business.
   d. Other authorized expenses of less than one dollar ($1.00).
3. Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.
4. Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, personal grooming, alcoholic beverages, etc.
5. Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.
6. If original receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
7. Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee’s choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

F. Transportation Modes.

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

1. Travel via private automobile.

   a. Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred.

      Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on CONFIRE business.

   b. When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

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

2. Travel via rental vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the Appointing Authority. Rental vehicles are covered for liability and vehicle physical damage under the CONFIRE's insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for CONFIRE business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

3. Travel via air. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate, including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the Appointing Authority for CONFIRE.

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

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

G. Subsistence.

1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Appointing Authority for CONFIRE or designee as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges greater than the allowances listed below in paragraph (2) and (3) may be authorized under special conditions, such as a

convention or conference requirement or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.

2. An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in paragraph (1) above.
3. Except as otherwise provided in paragraph (1) above, reimbursements for meal expenses for up to three separate meals per day may be provided as follows:
   a. With receipts: An employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars ($11) for breakfast; fifteen dollars ($15) for lunch; and twenty-four dollars ($24) for dinner, all plus tax and up to 15% gratuity.
   b. Without receipts: An employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars ($6.00) for breakfast; nine dollars ($9.00) for lunch; and nineteen dollars ($19.00) for dinner, all plus tax and up to 15% gratuity.
4. Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal.

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

I. CONFIRE Credit Cards. The Appointing Authority may issue a CONFIRE credit card to an employee and require business expenses be paid for with said card. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse the CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor- Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

ARTICLE 7: LEAVE PROVISIONS

Employees in the CONFIRE Exempt Group shall apply available paid leave time whenever a leave of absence is approved.

Section 1: Administrative Leave

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with eighty (80) hours of Administrative Leave time for the employee's use. An eligible employee in a regular position who is part- time or job-sharing shall be eligible for a prorated number of Administrative Leave hours based on regularly scheduled hours. Employees newly entering the CONFIRE Exempt group after the beginning of Pay Period 1 shall receive a prorated number of hours. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for

the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2014 through February 2016, and then returns to paid status in Mach 2016, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2016 upon her return to paid status but shall not receive the calendar year 2015 Administrative Leave because the employee was not in paid status for the entire 2015 calendar year.

Administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour, upon the approval of the appointing authority, during the calendar year. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash outs of Administrative Leave be contributed to the County's 401(k) Plan or 457(b) Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay.

Section 2: Bereavement Leave

Employees in regular positions may use up to three (3) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a member of the employee's immediate family as defined under Section 12(a)(1) of this Article. One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances. The Appointing Authority may request verification of distance traveled.

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

Section 3: Blood Donations

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

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Appointing Authority to receive this benefit.

Section 4: Compulsory Leave

If, in the opinion of the Appointing Authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by CONFIRE's Director of Human Resources or designee or by their own physician or practitioner, as appropriate. If the examination report of the competent authority (e.g., physician,

appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and was required to submit to an examination, may not return to duty until such time as medical clearance has been submitted.

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

Section 5: Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a District employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews, etc.) required for selection to a different CONFIRE. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams).

Section 6: Holiday Leave

A. Fixed Holidays. All Exempt employees in regular positions shall be entitled to the following holidays:

January 1st	Second Monday in October
Third Monday in January	November 11th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24th
July 4th	December 25th
First Monday in September	December 31st

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

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Appointing Authority or designee. The Appointing Authority or designee has the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis. The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased. Effective pay period 14 of calendar

year 2022, the maximum holiday leave accrual balance will increase to 120 hours. The maximum holiday leave balance that may be carried over to a future calendar year shall be 120 hours. However, employees with a grandfathered balance of more than 120 hours shall carry over their maximum grandfathered accrual balance.

Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Appointing Authority or designee.

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

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

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

C. Conversion of Holiday Leave to Cash.

1. Election Conversion. An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of holiday time be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

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

   a. Option 1 - Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Once an election is made, the employee must request that the designated number of hours actually be sold back by Pay Period 25, or 26 when applicable, of the calendar year in which the election is effective, or the hours will automatically be converted into cash in the last pay period of the calendar year.

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

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

   Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

Section 7: Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Appointing Authority will convert an employee's

regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury in the same manner as provided in section, "Special Leaves of Absence without Pay."

Section 8: Leave Accruals While on Disability Leave

Employees receiving the benefits of workers' compensation or short-term disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

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

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

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

Section 9: Medical Emergency Leave

The Medical Emergency Leave policy is administered by the Employee Benefits and Services Division as follows:

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

B. The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation:

   1. Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness;

   2. Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours);

   3. Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and

   4. Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

C. An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensations benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

D. Vacation, holiday or administrative leave, as well as compensatory time, may be donated by employees only

on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of the donor's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by CONFIRE's Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

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

F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by CONFIRE's medical evaluator or medical designee, is required. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.

G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (e.g., MPS, DPS, Opt-out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Subsidy Section, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

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

I. Medical Emergency Leave hours will count toward the accountable hours used to determine holiday leave eligibility.

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

K. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

1. Employees who resign while on Medical Emergency leave (i.e., an approved leave of absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one-hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Warrant form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by CONFIRE.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and

CONFIRE's medical evaluator to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave Section; however, such hours shall not be eligible for conversion (e.g., cash out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by CONFIRE.

3. An employee on Medical Emergency Leave who has received the approval of his/her physician and CONFIRE's medical evaluator to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

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

M. Solicitation of donors shall be regulated by CONFIRE's Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

N. All donors and donees shall sign release forms designed, retained and effected by the Employee Benefits and Services Division.

Section 10: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a CONFIRE employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

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

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

C. Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return

to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Subsection (E) of this Section.

D. Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

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

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

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

F. Extension of Benefits. CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001 and who are eligible to receive the thirty (30) calendar days military leave compensation, and are on an involuntary order as defined by Enclosure 4 of the Department of Defense Instruction 1215.06, shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Directors. During this period, CONFIRE will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee had enough pay to cover the entire retirement system contribution. If the employee does not receive enough pay to cover the retirement system contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (E) of this Article, the extended payments provided under this Subsection shall be suspended and shall be

continued after the 30 days compensation has been completed.

G. Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Subsection (C) of this Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Subsection (F) of this Section under the following conditions:

1. The employee must decline in writing the benefits of Subsection (F) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
2. The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).
3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Section will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 11: Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 13 of this Article.

Section 12: Sick Leave

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

1. Family Member. Family member, as defined by Labor Code § 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. A 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. Parent means a biological, foster, or adoptive parent, a stepparent, 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 of the employee or the employee’s spouse or registered domestic partner. Domestic Partner is defined by Family Code § 297.
2. Extended Family. Extended family is defined as parent/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. Earned sick leave shall be available for use the first day

following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations.

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

1. Investigation. It shall be the responsibility and duty of each Appointing Authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the CONFIRE's Director of Human Resources or designee.

2. Notice of Sickness. In twenty-four (24) hour departments, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the Appointing Authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

   It is the responsibility of the employee to keep the Appointing Authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

   If the employee receives a doctor's off-work order and provides notice of same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the time-frame above.

E. Review. The CONFIRE's Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay or without pay and may, in the interest of CONFIRE, require information from a doctor to support a claim for sick leave pay.

F. Proof. A doctor's certificate shall be provided by the employee in all cases of absence due to illness if requested by the Appointing Authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law.

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

H. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employee who require the attention of the employee.

   Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who

require the attention of the employee.

2. Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of an employee's family member as defined in section 12.A.1, except for a person "designated" by the employee for sick leave purposes, and for any member of the employee's extended family as defined in section 12.A.2 , as defined herein, or any relative who resided with the employee.

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

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

I. Return-to-Work Medical Clearance

Under any of the following circumstances, all employees who have been off work due to an illness or injury will report to CONFIRE's medical evaluator before returning to work.

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

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

3. Employees who have been absent on account of serious medical condition, when so directed by Appointing Authority.

Employees are required to attend return-to-work medical appointments at CONFIRE's medical evaluator on their own time; however, mileage for attending such appointments eligible for reimbursement pursuant to the Expense Reimbursement provision.

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

Exceptions to the above requirements may be made on a case-by-case basis by CONFIRE's medical evaluator or medical designee.

The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the medical evaluator or CONFIRE that, in turn, results in a delay between the employee's appointment with the medical evluatorand the start of his or her scheduled tour of duty on the day that he or she was released to return to work, CONFIRE will pay for work hours missed, without charge to the employee's leave balances.

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

J. Workers' Compensation

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

Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time," said employee may use accumulated sick leave with pay with the approval of the Appointing Authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

K. Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in the Section Retirement Medical Trust Fund.

L. Sick Leave Conversion. While employed by CONFIRE, employees who have contributed to a public sector retirement(s) for over five (5) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis.

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

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the CONFIRE's Director of Human Resources. Employees may elect this exchange once per calendar year.

Section 13: Special Leaves of Absence Without Pay

A. General Provisions

A special leave of absence without pay may be granted to an employee who is:

1. Medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or provision under Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave Act.
4. For any reason considered appropriate by the Appointing Authority and the CONFIRE's Director of Human Resources or designee.

B. Type of Leave of Absences

There are four types of leaves of absences. All requests must be in writing and require the approval of the

Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee. Upon request, the Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee may grant successive leaves of absence.

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

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

   An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in the Medical and Dental Subsidy Section of this Compensation Plan. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement, where possible.

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

3. Leave of absence without right to return.

   a. Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; 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 benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

   b. Benefits upon Rehire. An employee who is reemployed within 90 days after the expiration of the leave of absence without right to return shall retain the following benefits:

      - Hire date;
      - 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 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 three-hundred sixty-five (365) day period provided in the Section on Reemployment.

   c. Rehire Process. An employee may be reemployed in the same CONFIRE classification from which the employee took the leave of absence with the approval of the Appointing Authority or designee. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions in the Personnel Rules for Board-Governed Special Districts/Fire District. The employee shall be required to serve a new probationary period. The CONFIRE's Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

4. Medical Leave of Absence.

   a. Definition. A medical leave of absence up to one (1) year may be granted to employees with regular status who suffer from an illness or serious mental illness. Such leave of absence will only be granted after Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA) have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

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

   Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Division from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which CONFIRE has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

Section 14: Vacation Leave

A. Definition. Vacation is a right earned as a condition of employment to a leave of absence with pay for the recreation and wellbeing of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.

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

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

The maximum vacation leave accrual balance that may be carried over to a future calendar year shall be 480 hours. However, the maximum vacation accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 480 hours at the end of calendar year 2010 shall be such employee's vacation leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum vacation accrual balance for those employees with a balance greater than 480 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

C. Administration

1. Vacation periods should be taken annually with the approval of a CONFIRE supervisor/manager at such time as will not impair the work schedule or efficiency of CONFIRE but with consideration given to the well-

being of the employee.

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

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

4. Employees not planning to return to CONFIRE employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave.

D. Prior Service. New employees hired into CONFIRE in regular positions who have been employed by the private sector or a public jurisdiction in a comparable position or a position which has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the CONFIRE's Director of Human Resources or designee. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

E. Conversion of Vacation Leave.

1. Elective Conversion. An employee may sell back vacation time at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of vacation leave be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

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

   a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any vacation leave accruals in excess of the employee's maximum vacation leave accrual balance converted to cash. Such automatic vacation leave cash out shall be paid in Pay Period 1 of the next calendar year.

   At termination of employment, all existing vacation leave accruals shall be converted to cash and paid to the employee.

Section 15: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged

against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

ARTICLE 8: TUITION REIMBURSEMENT AND MEMBERSHIP DUES

CONFIRE shall establish an individual, departmental fund in the amount of $1,000 for each fiscal year for each regular employee in the Exempt Group to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of CONFIRE or continuing education goals. Requests for reimbursement must be approved in advance by the Appointing Authority and shall not be paid in increments less than $10.00 per fiscal year. The individual department fund is in addition to department budgeted and mandated training and memberships.

Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of $1,000 to their Appointing Authority for review. The Appointing Authority must then request and receive approval from CONFIRE's Executive Director to reimburse beyond the limit of $1,000 per fiscal year per employee. In order to be eligible for tuition reimbursement under this provision, the employee must take such course work outside regular work hours, and shall do no productive work for CONFIRE while attending the courses.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

If reimbursement is approved and paid to the employee, and the employee leaves	Reimbursement
Within 9 months	100%
After 9 months, until 18 months	50%
After 18 months, until 24 months	25%
After 24 months	0%

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

ARTICLE 9: VOLUNTARY TIME OFF

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

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

B. When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental

Premium Subsidy, Opt-out/Waive amount, CONFIRE-paid Life Insurance, and CONFIRE-paid Vision Care.

C. VTO does not count as hours worked for purposes of computing overtime, if applicable. Contributions to the retirement system under the Retirement System Contributions section will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

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

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

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

E. VTO is an entirely voluntary program. No employee may be required to take VTO.

F. VTO may be taken by request of the employee and upon approval of the appointing authority.

ARTICLE 10: DEFINITIONS

The following definitions apply to the terms used in the Plan unless another definition is specified.

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

Base Rate of Pay or Base Hourly Rate – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).

Base Biweekly Salary or Biweekly Base Salary – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as Short-Term Disability or workers' compensation.

Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

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

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

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

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, paid time off (PTO), sick, holiday, or compensatory time. It does not include unpaid hours or disability payments (excluding Labor Code 4850 time) such as Short Term Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Directors that may be budgeted at either a full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include

recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status - Refers to the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position, as applicable.

Service Hours – Refers to paid hours from an employee's most recent date of hire in a regular position and during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, disability payments (excluding Labor Code 4850 time), Medical Emergency Leave and overtime hours do not count as service hours.

CONFIRE/County Service or Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from CONFIRE or County employment.

ARTICLE 11: PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars ($25.00) or less, the overpayment will be recovered in one (1) pay period. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the CONFIRE payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the Human Resources Division Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leave employment prior to repayment of overage the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

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

In those situations where the employee has been underpaid by seven and one- half percent (7½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand payment to correct the error. The CONFIRE payroll section shall complete the request for on-demand pay adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector's Office within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt for the on-demand pay from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

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

APPENDIX A: SALARY AND BENEFIT GROUPS

Job Code	Classification	Benefit Group	Salary Range
44799	Administrative Assistant	D	E28D
60005	Clerk of the Board	C	E56C
40000	Communications Director	B	E66B
	Contract and Grants Manager	C	E55C
	Cultural Officer	C	E55C
60001	Deputy Executive Director	B	E76B
	ECC Chief	C	E61C
	ECNS Director	B	E66B
	EMS and Transport Director	B	E66B
60006	Executive Assistant	D	E43D
60000	Executive Director	B	E85B
60002	Finance Administration Director	C	E72C
60003	Finance Manager	C	E55C
60007	HR Generalist	D	E43D
	Health and Wellness Director	B	E66B
	Human Resources Manager	C	E70C
	Logistics Manager	C	E55C
46404	Management Analyst	D	E49D
60004	MIS Director	B	E66B
40219	MIS Manager	C	E59C
	Professional Standards Manager	C	E55C
	Risk Manager	C	E55C