

**MEMORANDUM  
PERSONNEL DEPARTMENT  
COUNTY OF PLACER**

**TO:** Board of Supervisors  
**FROM:** Thomas M. Miller, County Executive Officer  
Nancy Nittler, Personnel Director *NN*  
**BY:** Becky Nelson, Personnel Services Manager *BN*  
**DATE:** November 25, 2008  
**SUBJECT:** Updates to Chapter 3

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**ACTION REQUESTED:**

It is recommended that your Board approve the attached ordinance with amendments to Chapter 3, codifying certain provisions contained in the latest Placer Public Employees' Organization memorandums of understanding and related side letters; and the management and confidential employees' salary and benefit ordinances. These updates to Chapter 3 include only those items previously approved by your Board.

**BACKGROUND:**

On November 20, 2006, your Board adopted the latest Placer Public Employees' Organization (PPEO) memorandums of understanding (MOU) after the conclusion of labor negotiations. Management and confidential employees' salary and benefit ordinances were adopted on that same date. These ordinances were adopted as un-codified ordinances. Some of the provisions of these ordinances did have the effect of amending portions of Chapter 3, and those portions of Chapter 3 were later amended to simply reference the un-codified ordinances.

At the time of adoption, amendments were not made to Chapter 3 for two reasons. First, there was a short time frame between the time of agreement with PPEO and when it was agreed that the MOU would be brought to the Board for adoption. The time frame was inadequate to properly prepare the amendments to Chapter 3. Second, there was a plan in place to re-work Chapter 3 in conjunction with the creation of the PPEO consolidated MOU, and in conjunction with the modification of the current consolidated Deputy Sheriff Association (DSA) MOU after the completion of labor negotiations with the DSA. The creation of a consolidated PPEO MOU is one of the provisions contained in the current PPEO MOU. The attached re-working of Chapter 3, to better coordinate the Placer County personnel code with the benefits and compensation provisions that are contained in the MOUs, will incorporate, where appropriate, the ordinances adopted on November 20, 2006.

It is still planned to draft a PPEO consolidated MOU and a related Chapter 3 reworking in the near future once the side table negotiations with PPEO are complete and a consolidated MOU prepared.

**FISCAL IMPACT:**

No additional fiscal impact as all changes were previously adopted by your Board and this item reflects the corresponding language in Chapter 3

**Before the Board Of Supervisors  
County of Placer, State of California**

In the matter of: An ordinance amending Placer County  
Code, Chapter 3 PERSONNEL

Ordinance No.: \_\_\_\_\_

First Reading: \_\_\_\_\_

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_  
**THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES  
HEREBY ORDAIN AS FOLLOWS:**

That Placer County Code, Chapter 3 PERSONNEL various sections are hereby amended as follows:  
(Additions to ordinance shown in bold / underline, deletions shown with strike-through.)

Article 3.04

PERSONNEL REGULATIONS GENERALLY

Sections:

	Part 1. Generally		
3.04.010	Definitions.	3.04.310	Centralized compensatory time off records.
3.04.020	Classification plan.	3.04.330	Travel time while on official county business.
3.04.030	Roster of employees and positions.	3.04.340	Absence due to weather conditions.
3.04.040	Official records to show titles of positions.		Part 3. Sick Leave
3.04.050	Procedure when funds are not available for salary increase.	3.04.350	Sick leave defined.
3.04.060	Moonlighting.	3.04.360	How computed.
3.04.070	Holding more than one county position.	3.04.370	Limitations, general.
3.04.080	Nepotism.	3.04.380	Limitations—Workers' compensation benefits.
3.04.090	Job sharing.	3.04.390	Health insurance continuation.
3.04.100	Use of county property in connection with non-county employment.	3.04.400	Sick leave—How taken.
3.04.110	Use of county facilities in connection with political activity.	3.04.410	Evidence of illness.
3.04.120	Merger of public agencies—Status of employees.	3.04.420	Termination of employment.
3.04.140	Personal property loss.	3.04.440	Salary protection plan.
3.04.150	Education incentive.	3.04.450	Sick leave contributions—General unit, professional unit, confidential employees and deputy sheriffs unit.
3.04.160	Personnel file—Employee review.		Part 4. Vacations
3.04.170	Employee departmental personnel files.	3.04.470	Full-time employees.
	Part 2. Workweek and Overtime	3.04.480	Part-time employees.
3.04.180	Definitions— <u>Impact of Daylight Savings Time.</u>	3.04.490	When to be taken.
3.04.190	Work required of employees.	3.04.500	Termination of employment.
3.04.200	General policy on overtime.	3.04.520	Administrative leave.
3.04.210	Overtime limit—Sixteen hours/pay period—Forty hours cumulative.		Part 5. Leaves of Absence
3.04.220	Exclusions from overtime.	3.04.530	In general.
3.04.230	Exclusions from overtime—Management and confidential.	3.04.540	Family care and medical leave.
3.04.240	Procedure to secure overtime pay.	3.04.550	Educational leaves of absence.
3.04.250	Duty of department head—Reports and records.	3.04.560	Military leaves.
3.04.260	Appeal for disallowance of overtime.	3.04.570	Accrual of benefits during leaves of absence.
3.04.270	Same employees terminating service.	3.04.580	Return from leave of absence.
3.04.280	Overtime—Call-back duty.	3.04.590	Abandonment of employment.
3.04.290	Overtime—Stand-by duty.		Part 6. Compensation
3.04.300	Consecutive shifts—General unit and professional unit.	3.04.600	Preparation and adoption of plan.
		3.04.610	Compensation plan and salary step.
		3.04.620	Biweekly pay periods.
		3.04.630	Basic salary plan.
		3.04.640	Departmental pay periods.
		3.04.650	Progression in steps.
		3.04.660	Full-time and part-time rates.
		3.04.670	When advancement in salary effective.
		3.04.680	Appointment at higher step.

- 3.04.690 Applicable pay rates following promotion.
- 3.04.700 Applicable pay rates following demotion.

**Part 7. Reports and Records**

- 3.04.710 Personnel notifications.
- 3.04.720 Departmental liaison.
- 3.04.730 Records to be kept.
- 3.04.740 Records confidential.
- 3.04.750 Retention of records.
- 3.04.760 Certification of payroll.

**Part 8. Absence Due to Jury Duty, Legal Appearance, or Search and Rescue**

- 3.04.770 Jury duty.
- 3.04.780 Legal appearance.
- 3.04.790 Search and rescue.

**Part 9. Holidays**

- 3.04.800 Holidays.
- 3.04.810 Floating Holiday.
- 3.04.820 Holiday Overtime and Rate of Pay.
- 3.04.830 Holiday Credit Account – PPEO Represented Employees.

**Part 1. Generally**

**3.04.010 Definitions.**

A. All terms shall have the meaning given by Article 1.04 of this code unless the context clearly indicates a different meaning.

B. The term, "days," when used in connection with procedural time requirements, shall mean calendar days unless the context clearly indicates a different meaning. (Ord. 5478-B (Attach. A), 2007; prior code § 14.1)

**3.04.020 Classification plan.**

Whenever a position is to be established, or a significant change in the duties or responsibilities of any position is to be made, such change shall be in the manner provided in this chapter. Each appointing authority shall report to the personnel director the need for new positions or classifications and shall report material changes in the duties of any position, including the date when such changes occurred or will occur, in order that new position(s), and position(s) whose duties have been materially changed may be classified and allocated accordingly. (Ord. 5478-B (Attach. A), 2007; Ord. 5371-B (part), 2005; prior code § 14.2)

**3.04.030 Roster of employees and positions.**

A central roster of employees and positions is to be maintained in the personnel department. It shall include dates of service, positions held, salaries received, vacation and such other information as may be deemed appropriate. (Ord. 5478-B (Attach. A), 2007; prior code § 14.20)

Article 3.12

ALLOCATIONS AND COMPENSATION

Sections:

- 3.12.010 Allocations and compensation.
- 3.12.020 Classified service—Salary and benefits notations.
- 3.12.030 Unclassified service—Salary and benefits notations.
- 3.12.040 Salaries—Placer County sheriff's ordinance initiative.
- 3.12.050 Allocation of positions to departments.
- 3.12.060 Longevity step.
- 3.12.080 Supplemental compensation—Tahoe
- 3.12.090 Tahoe rural health program.
- 3.12.100 Supplemental management compensation Cafeteria Plan-Management and Confidential Employees.
- 3.12.110 County payment—Employee share of PERS.

3.12.010 Allocations and compensation.

The current schedules of classifications, allocations of positions and compensation for county personnel, employees and officers will be maintained by the Personnel Director and presented in such a fashion so as to be readily available for review by County employees, officers, and the public. Amendments or changes to allocations positions and compensation will be made by uncodified ordinance. The Personnel Director will maintain a backup copy of ordinances enacted on or after November 1, 2007, which contain these changes. Where a current salary or benefit is set forth in a collective bargaining agreement for represented employees or in a salary or benefits ordinance for unrepresented employees, those documents will be adopted as uncodified ordinances and will be maintained in such a fashion so as to be readily available for review by County employees, officers, and the public. (Ord. 5478-B (Attach. A), 2007; Ord. 5468-B, 2007; Ord. 5432-B, 2006; Ord. 5431-B, 2006; Ord. 5429-B, 2006; Ord. 5426-B (part), 2006; Ord. 5422-B (part), 2006; Ord. 5418-B, 2006; Ord. 5417-B, 2006; Ord. 5414-B (part), 2006; Ord. 5413-B, 2006; Ord. 5411 B, 2006; Ord. 5410-B (part), 2006; Ord. 5402-B (part), 2006; Ord. 5401-B, 2006; Ord. 5399-B, 2006; Ord. 5396-B (part), 2006; Ord. 5395-B (part), 2006; Ord. 5392-B, 2006; Ord. 5390-B, 2005; Ord. 5389-B (part), 2005; Ord. 5386-B (part), 2005;

Ord. 5385B, 2005; Ord. 5384-B, 2005; Ord. 5382-B (part), 2005; Ord. 5380-B, 2005; Ord. 5374-B (part), 2005; Ord. 5372-B (part), 2005; Ord. 5369-B (part), 2005; Ord. 5359-B (part), 2005; Ord. 5358-B, 2005; Ord. 5357-B, 2005; Ord. 5356-B (part), 2005; Ord. 5349-B (part), 2005; Ord. 5347-B (part), 2005; Ord. 5344-B, 2005; Ord. 5343-B (part), 2004; Ord. 5337-B (part), 2004; Ord. 5334-B (part), 2004; Ord. 5329-B (part), 2004; Ord. 5322-B, 2004; Ord. 5311 B (part), 2004; Ord. 5306-B, 2004; Ord. 5303-B (part), 2004; Ord. 5297-B (part), 2004; Ord. 5295-B (part), 2004; Ord. 5290-B, 2004; Ord. 5287-B, 2004; Ord. 5286-B (part), 2004; Ord. 5282-B (part), 2003; Ord. 5279-B (part), 2003; Ord. 5267-B (part), 2003; Ord. 5264-B, 2003; Ord. 5262-B (part), 2003; Ord. 5260-B (part), 2003; Ord. 5257-B (part), 2003; Ord. 5256-B (part), 2003; Ord. 5254-B (part), 2003; Ord. 5247-B (part), 2003; Ord. 5242-B, 2003; Ord. 5240-B (part), 2003; Ord. 5239-B, 2003; Ord. 5234-B, 2003; Ord. 5232-13,2003; Ord. 5231-B (part), 2003; Ord. 5228-B, 2003; Ord. 5203-B (part), 2002; Ord. 5198-B, 2002; Ord. 5197-B (part), 2002; Ord. 5196-B (part), 2002; Ord. 5194-B (part), 2002; Ord. 5193-B (part), 2002; Ord. 5189-B (part); 2002; Ord. 5188B, 2002; Ord. 5186-B (part), 2002; Ord. 5185 B, 2002; Ord. 5184-B (part), 2002; Ord. 5182-B (part), 2002; Ord. 5181B, 2002; Ord. 5178-B, 2002; Ord. 5177-B, 2002; Ord. 5176B, 2002; Ord. 5174 B, 2002; Ord. 5172-B (part), 2002; Ord. 5168-B, 2002; Ord. 5166-B, 2002; Ord. 5165 B (part), 2002; Ord. 5165-B, 2002; Ord. 5162-B, 2002; Ord. 5160-B (part), 2002; Ord. 5155-B, 2002; Ord. 5154-B, 2002; Ord. 5150-B (part), 2002; Ord. 5140-B (part), 2001; Ord. 5139-B (part), 2001; Ord. 5097 B, 2001; Ord. 5098-B, 2001; Ord. 5100-B (part), 2001; Ord. 5101-B, 2001; Ord. 5102-B, 2001; Ord. 5103-13,2001; Ord. 5104-B,2001; Ord. 5105-B, 2001; Ord. 5107 (part), 2001; Ord. 5108-B, 2001; Ord. 5111-B (part), 2001; Ord. 5094-B, 2001; Ord. 5093-B, 2001; Ord. 5091-B, 2001; Ord. 5089-B (part), 2001; Ord. 5088-B, 2001; Ord. 5087-B, 2001; Ord. 5083-B (part), 2001; Ord. 5082-B, 2001; Ord. 5081-B, 2001; Ord. 5078-B, 2001; Ord. 5074-B, 2001; Ord. 5073-B,2001; Ord. 5071-B, 2001; Ord. 5069-B (part), 2000; Ord. 5068-B, 2000; Ord. 5067-B, 2000; Ord. 5066-B, 2000; Ord. 5065-B (part), 2000; Ord. 5062-B (part), 2000; Ord. 5057-B, 2000; added during 2000 codification)

3.12.020 Classified service—Salary and benefits notations.

ADMIN CODE	CLASSIFICATION TITLE
14212	Architect *a

**3.04.140 Personal property loss.**

A. **Personal Tool Loss.** The county shall reimburse mechanics at the county garage, service station, and Tahoe garage for loss of personal tools on an approved list in cases of loss by fire or demonstrable theft (which excludes mysterious disappearance), when such tools have been marked in a manner approved by the county so as to be able to identify the owner thereof. Other than DSA represented employees, the employee shall make a police report when requested by the County.

B. **Other Personal Property Loss.**

1. For personal property loss, other than personal tool losses of mechanics at the county garage, service station, and Tahoe garage, the provisions of this subsection shall apply.

2. A county employee suffering damage or loss to personal property, other than cash, including clothing, eyeglasses and watches, and meeting the following criteria, shall be reimbursed for such loss:

a. Lost or stolen cash shall not be reimbursed by the county.

b. The damage or loss must not be caused in whole or in substantial part by the negligence of such employee.

c. The damage or loss must have occurred in the course and scope of his or her employment.

d. DSA Represented Employees. For personal property other than clothing, eyeglasses and watches, such property used in the course and scope of his or her employment must have been identified by value and serial number or other permanent identification in a written inventory maintained by the appointing authority. Any addition to such inventory shall be evidenced on an appropriate two-copy form specified by the personnel director, signed by the appointing authority, with one copy being provided to such employee and one copy being transmitted to the appointing authority's inventory clerk to be kept with such inventory. Inventory values may be adjusted with the mutual consent of the appointing authority and employee.

3. Loss amounts reimbursable to the employee shall be as follows:

a. Amounts of ten dollars (\$10.00) or less are not reimbursable.

b. For property damaged, but repairable, other than vehicles, the amount payable shall be: For DSA represented employees: the reasonable cost of repair or inventory value of the item at the time of damage, whichever is less. For all other employees: the reasonable cost of replacement value of the item at the time of damage.

c. DSA Represented Employees. For property other than clothing, eyeglasses and watches, lost or destroyed and not repairable, the amount payable shall be the amount specified on the written inventory provided for in subsection (B)(2)(b) of this section.

d. For clothing, eyeglasses and watches, lost or damaged and not repairable, the amount payable shall be the replacement value of the item at the time of damage or loss, subject to verification by the department head and the county executive office.

e. DSA Represented Employees. For vehicles stolen or damaged, the amount payable shall be the amount of the employee's insurance deductible, but not to exceed two hundred dollars (\$200.00).

4. No loss amount shall be reimbursable unless the employee files a written report of loss with his or her appointing authority within five working days, setting forth in detail the circumstances of the loss.

5. For DSA represented employees: No loss amount shall be reimbursed until the county executive office conducted an investigation and authorized payment. Any disapproval by the county executive office may be appealed to the board of supervisors. For all other employees: No loss amount shall be reimbursed until Risk Management has conducted an investigation and authorized payment with the approval of the appointing authority. Any disapproval may be appealed to the county executive office. (Ord. 5478 B (Attach. A), 2007; Ord. 5444 B, 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; prior code § 14.90)

**3.04.180 Definitions Impact of Daylight Savings Time.**

~~A. "Workday" means that twenty four (24) hour period which begins at 5:01 p.m. on each calendar day.~~

Daylight Savings Time. Non-DSA Represented Employees scheduled to work a shift in which Daylight Savings Time either takes effect or reverts to Standard Time, shall be paid for hours worked. Employees scheduled to work a shift when Daylight Savings Time is in effect, shall have the option to use one hour of vacation or CTO time. Employees scheduled to work a shift when Daylight Savings time reverts shall be compensated for hours worked.

~~B. Workweek.~~

~~1. Regular Workweek General Unit, Professional Unit and Deputy Sheriffs Unit. That calendar period which begins at 5:01 p.m. on a Friday and which ends at five p.m. on the following Friday. Paid time off for vacation, holidays, sick leave, and compensatory time taken shall be computed as actual hours worked for computation of overtime.~~

~~2. 9/80 Program—General Unit and Professional Unit. In the case of employees on a 9/80 program (nine workdays in an eighty (80) hour pay period) the workweek shall consist of the first forty (40) hours worked in a seven consecutive twenty-four (24) hour period commencing with adoption of the 9/80 program. A 9/80 program shall consist of eight nine-hour workdays, one eight-hour workday, and one additional day off every other workweek. The additional day off must be taken on the same day off the week as the eight-hour workday in the alternate week. Paid time off for vacation, holidays, sick leave, and compensatory time taken shall be computed as actual hours worked for computation of overtime.~~

~~C. Overtime.~~

~~1. General Unit and Professional Unit. That period of authorized work performed by an employee in excess of such employee's normal work period.~~

~~2. Deputy Sheriffs Unit. That period of authorized work performed by an employee in excess of such employee's normal work schedule.~~

~~D. Overtime—Holiday Work. When an employee is required to work on a county holiday which falls on a normal day off, the employee shall be entitled to overtime compensation for actual hours worked and regular rate of pay for the holiday.~~

~~(Example: An employee required to work eight hours on a holiday would receive eight hours at time and one half and eight hours at regular rate of pay, or two and one-half times normal rate. (Ord. 5478 B (Attach. A), 2007; Ord. 5058 B (Attach. 11, 12), 2000; Ord. 5029 B (Attach. C), 2000; Ord. 5006 B (part), 1999; prior code § 14.200)~~

**3.04.190 Work required of employees.**

E. Each employee shall be entitled to take one fifteen (15) minute rest period for each four hours of work performed by such employee in a work day (i.e., two fifteen minute breaks for work days that consist of 8, 9, or 10 hour shifts, and three fifteen breaks for employees on 12 hour shifts). If not taken, such rest period is waived by such employee.

F. PPEO and Confidential Employees- Extended Work Assignments. Except for a declared emergency, an employee who has worked sixteen (16) consecutive hours must be allowed a minimum of eight (8) hours off before being required to return to work. An employee shall suffer no loss of pay nor shall there be a deduction from the employee's leave

balances if this eight (8) hour period overlaps with the employee's normal shift.

(Ord. 5478 B (Attach. A), 2007; prior code § 14.201)

**3.04.240 Procedure to secure overtime pay.**

A. When overtime necessary to provide essential county service has been authorized by the department head, each employee working overtime shall submit to his or her department head a written statement within one working day, stating:

1. His or her name;
2. The date and hours overtime worked; and
3. The nature of the service performed during such overtime.

B. Overtime shall be compensated for in pay or compensatory time off at one and one-half time such employee's regular rate.

1. Deputy Sheriffs Unit—Required Overtime. Overtime required to be worked by the appointing authority or his or her authorized representative shall be compensated for at one and one-half time such employee's regular rate. The hours shall be compensated for in pay or compensatory time off at the discretion of the appointing authority.

C. ~~1. General Unit and Professional Unit~~**PPEO and Confidential Employees.** Subject to the provisions of subsections A and B of this section, overtime earned may be paid in cash or taken in the form of compensatory time off at the option of the employee. Compensatory time off may be taken at any time with the ~~employee's~~**prior approval** of the department head or designee; however, if the requested time off is denied, the employee may request payment in cash in lieu of the denied compensatory time off. The Department head or designee will approve the request in compliance with the FLSA. The employee's request to use accumulated CTO will be permitted within a reasonable time unless such use would unduly disrupt the operations of the department.

It is the department head's responsibility to assure that all CTO accumulated within the county's fiscal year by an employee shall be taken within that fiscal year. All accumulated CTO in excess of eighty (80) hours at the end of pay period 1, after adjusting the balance for any hours earned or used during that same pay period, shall be paid in cash.

2. Deputy Sheriffs Unit. Subject to the provisions of subsections A and B of this section, overtime earned and not used by the last day of the last full two-week pay period of such fiscal year shall be carried forward into the next fiscal year up to a maximum of forty (40) hours. All accumulated overtime in excess of forty (40)

hours shall be paid in cash. No employee shall be required to accumulate more than eighty (80) hours in compensatory time off without his or her express written approval.

D. Notwithstanding the provisions of subsection C of this section, an employee may request that additional compensatory time off hours be carried over into a new fiscal year, if necessary, for medical reasons. Such request may be granted if recommended by the department head and approved by the county executive officer. The county executive officer may also approve such requests for good cause other than a medical leave of absence. (Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; Ord. 5421 B, 2006; Ord. 5058 B (Attach. 13), 2000; prior code § 14.210)

### 3.04.280 Overtime—Call-back duty.

#### A. PPEO and Confidential Employees.

1. When an employee is called back to work after he/she has completed an assigned shift, the employee shall receive a minimum of 2 hours of call-back pay at 1.5 times the employee's hourly rate. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite.

2. Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift.

3. Call-back pay at the minimum rate of 1 hour at 1.5 times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the County without being required to physically return to work.

~~When an employee, after completing his or her normal work shift and leaving his or her work station, responds to an authorized order to return to duty to perform emergency or nonscheduled services, he or she shall be entitled to overtime. The minimum overtime to which such employee is entitled shall be two hours at time and one-half. Commuting time shall be counted as time worked in the case of call-back duty.~~

#### B. Deputy Sheriffs Unit Court Appearances.

...

### 3.04.330 Travel time while on official county business.

If a county employee travels on official county business, and if the travel time is to be charged to the county as part of the employee's regular workweek, such employees shall use the least expensive and least time-consuming mode of transportation. If the employee wishes to use a more time-consuming method, e.g., use

of a private vehicle rather than air travel when available, then for the amount of travel time used in excess of the least time-consuming method, such employee shall use vacation time or compensatory time off or shall be considered to be using his or her own time.

—PPEO and Confidential Employees. Travel time in excess of that traveled to the employees customary work site shall be compensable where the employee is required to work, attend training, or travel to a location different than the employee's customary work location whether or not the hours are traveled within the employees customary work hours. The above notwithstanding, travel time occurring on an overnight trip outside the employees normal work hours (including outside those hours on Saturday and Sunday) may, in the discretion of the appointing authority, not be compensable if the employee is a passenger rather than a driver of a vehicle, airplane, boat, etc. and compensating the employee for said hours would entitle the employee to overtime. In implementing this policy, it is expected that managers will make every effort to utilize flextime in order to avoid placing the employee in an overtime situation. Nothing contained herein shall limit the entitlement to overtime pay for an employee if any federal or state law including the Fair Labor Standards Act requires such pay. (Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; prior code § 14.225)

### 3.04.350 Sick leave defined.

"Sick leave" is defined to mean absence from duty by any employee:

A. Because of his or her own illness or medical or dental examinations, or injury or exposure to contagious diseases which incapacitates such employee from performing his or her duties; or

B. For attendance upon a spouse, child, brother, sister, parent, grandparent, spouse's parent, or grandchild, and for non-DSA represented employees- a domestic partner, step-child, or step-parent; because of illness, injury, death, or exposure to contagious disease and where attendance is definitely required. (Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; prior code § 14.300)

### 3.04.370 Limitations, general.

A. 1. Sick leave absences with pay because of death in the employee's ~~immediate~~ family, as defined in 3.04.350.B, shall not exceed five days for each instance.

2. ~~General Unit, Professional Unit and DSA.~~ Where an employee has less than three days accumu-

lated sick leave and/or vacation the employee may take up to three days leave without pay because of a death in the employee's ~~immediate family, as defined in 3.04.350.B.~~

B. Pregnancy, in and of itself, shall not be grounds for granting sick leave with pay. Illness accompanying pregnancy, but not a normal condition thereof, and supported by a physician's certificate, shall be considered grounds for sick leave with pay.

C. ... (Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; prior code § 14.320)

### 3.04.400 Sick leave—How taken.

D. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of an 8/80 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. For PPEO, Confidential, and non-FLSA exempt Management employees, The appropriate number of hours shall be charged against an employee's sick leave balance for any other workday alternative, for example, an additional four hours' sick leave shall be charged for full-time employees on 12 hour shifts.

### 3.04.420 Termination of employment.

A. Employees leaving the county service in good standing with more than one year of continuous service may, upon request, be paid the monetary value of the earned sick leave, subject to the following provisions.

B. "Good standing," as used in this section means employees who gave the required minimum two weeks notice and who have not been discharged for cause under Part 12 of Article 3.08. It shall also mean employees who have been laid off.

C. Upon return from lay-off, an employee shall have the right to "buy back" the total hours of accrued sick leave by reimbursing the county in full for the proceeds received by him or her at the time of layoff. All hours lost under any subsection of this section shall be restored at the time of layoff. All hours lost under any subsection of this section shall be restored at the time of reemployment. In any event, an employee laid off with twenty-four (24) days or less of accumulated sick leave shall be credited with those hours upon reemployment within two years.

D. The benefits granted hereunder shall not become a vested right of any employee, but rather are subject to amendment in the same manner as all other provisions relating to compensation.

E. The provisions of this section shall apply to all accrued sick leave whether earned before or after February 8, 1969.

F. Employees receiving compensation under this section shall not be eligible for reinstatement within 30 days after effective date of termination, or ninety (90) days for DSA represented employees after effective date of termination.

G. Notwithstanding any other provisions of this section, if an employee dies prior to discharge for cause and prior to layoff, one hundred (100) percent of the employee's accrued sick leave shall be payable to that person(s) who was dependent upon the deceased employee at the time of the illness or injury resulting in the employee's death.

H. PPEO General Unit, Professional Unit, Management and Confidential. Except as otherwise provided in this section, Any PPEO general, professional, management or confidential employee retiring from county service and eligible to receive State Employee Retirement System benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable:

1. To receive the pay off as follows:

No pay shall be given for the first twenty-four (24) days of sick leave in the employee's account; the remaining time shall be paid for at a rate of fifty (50) percent of the hourly pay rate of such employee at the time of his termination. No employee shall receive more than two thousand dollars (\$2,000.00) for such unused sick leave. Part-time employees shall receive pay for the days of sick leave that is represented by the proportion of their scheduled hours to a forty-hour position. For example a half-time employee would receive no pay for the first twelve (12) days of sick leave in the employee's account; or

2. Effective December 26, 2003 at 5:01 p.m., employees covered by the CalPERS Miscellaneous Retirement Plan may convert accumulated unused sick leave to CalPERS service credit pursuant to Government Code Section 20965; or

3. If requested by the retiree, one month of paid group insurance will be provided for each day of unused accrued sick leave. This does not apply to the supplemental life, vision, or dental programs. However, if the retiree's base hourly rate times eight exceeds the re-

three's share of the cost of one month of retiree's health insurance, then the actual dollar value of the retiree's hourly rate will be applied to purchase retiree's health insurance.

4. For elected officials, if requested by the retiree, one month of paid group health insurance will be provided for each two months of elected service. This does not apply to fifty thousand dollars (\$50,000.00) management life, vision or dental programs.

5. Any employee elected or appointed to an elective office, who has a current sick leave balance in excess of one hundred ninety-two (192) hours at the date he or she assumes elective office, shall not lose their accrued sick leave hours. At the date he or she assumes elective office such hours shall be placed in inactive status, without further accrual, until such time as the employee leaves elective office and is eligible to receive early retirement benefits under subsection (H)(2) of this section. If the employee leaves elective office prior to becoming eligible to receive early retirement benefits under subsection H of this section, the eligible sick leave shall be paid in accordance with subsection C of this section, and the sick leave hours shall be compensated at the current rate of the last classification held prior to assuming elective office. If said classification is no longer existent, then compensation will be paid at the last established salary rate for that classification.

I. Deputy Sheriffs' Unit Employees. ...

J. Safety Management Employees. ...

K. PPEO Correctional Officers and Correctional Sergeants. Any PPEO Correctional Officer or Correctional Sergeant retiring from county service and eligible to receive State Employee Retirement System benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable:

1. If requested by the employee all or part of the employee's accumulated sick leave balance on record at the end of pay period 12, November 24, 2006 at 5:00 p.m., may be used to apply toward an early retirement on a day-for-day basis (e.g., an employee retiring at sixty-five (65) on December 31st, and having ten (10) days of accumulated sick leave may leave ten (10) working days before December 31st, and draw full compensation until December 31st); however, sick leave used to apply toward an early retirement, under this subsection, shall not be subject to any additional vacation or sick leave accruals. No sick leave earned beyond pay period 12, November 24, 2006, at 5:00 p.m., may be used to apply toward the early retirement benefit. However, if an em-

ployee's balance falls below the accumulated sick leave balance on record as of pay period 12, November 24, 2006, at 5:00 p.m., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit.

2. If requested, Correctional Officers or Correctional Sergeants may either cash out their accumulated sick leave or have the cash value of sick leave deposited into their deferred compensation account(s) subject to the annual IRS limitations. The sick leave cash out schedule will be as follows: (a) ten (10) years of full time and continuous employment with Placer County equals a fifty (50) percent cash out, (b) each additional year of full time and continuous employment with Placer County equals an additional five (5) percent cash out up to a maximum of one hundred (100) percent of the accrued balance (twenty years). If the employee chooses the option of having the cash value of their sick leave hours deposited into their deferred compensation account, and their sick leave hours balance value is greater than the IRS annual deferred compensation limitations, the excess over the limitations will be cashed out.

L. PPEO Probation Officers I/II/Senior/Supervising,

1. If requested by an eligible employee, all or part of the employee's accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at 5:00 p.m., may be used to apply toward an early retirement on a day-for-day basis.. No sick leave earned beyond pay period 3, July 23, 2004 at 5:00 p.m. may be used to apply toward the early retirement benefit. Under this subsection, sick leave used to apply toward an early retirement shall not be subject to any additional vacation or sick leave accruals. However, if an employee's balance falls below the accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at 5:00 p.m., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit,

2. All sick leave accrued prior to July 23, 2004 at 5:01 p.m. may be cashed out at the employee's option, in accordance with the following sick leave cash out schedule, and all sick leave earned beyond the balance on record of the first day of pay period 4, beginning July 23, 2004 at 5:01 p.m., will be cashed out as follows:

a. 10 years of full time and continuous employment with Placer County equals a 50% cash out

**b. Each additional year of full time and continuous employment with Placer County equals an additional 5% cash out up to a maximum of 100% of the accrued balance (twenty years).**

**c. The employee may choose to have the cash value of their sick leave hours deposited into their deferred compensation account(s); if their sick leave hours balance value is greater than the IRS annual deferred compensation limitations, the excess over the limitations will be cashed out.**

### **3.04.440 Salary protection plan.**

Management and confidential employees who go on extended approved medical leave, shall be eligible, after twenty (20) consecutive work days (the waiting period) on that leave to receive the following salary protection benefit (plan):

The employee shall receive one hundred (100) percent of his or her regular pay, for the first five pay periods after the waiting period; seventy-five (75) percent for the next four pay periods; and fifty (50) percent for the following four pay periods. During the pay periods where the employee receives less than one hundred (100) percent pay under this plan, employees may integrate use of sick leave hours; or vacation or administrative leave hours, with appointing authority approval, to continue to receive one hundred (100) percent of regular pay.

Regular pay is that gross amount received by the employee for regularly scheduled hours at the employee's established hourly rate of pay. (For example, a full-time employee would receive his/her established hourly rate of pay multiplied by eighty (80) hours for a single pay period.)

In no event may an employee receive more than eight hundred (800) plan benefit hours, or thirteen (13) pay periods of coverage (whichever comes first) of plan participation in a rolling twelve (12) month period measured backward from the day the employee uses the plan. These plan hours shall be pro-rated accordingly for part-time employees based on regularly scheduled hours. An employee shall only be required to observe one waiting period per illness, per rolling benefit year, **and any time period spent absent from work for the same illness will be eligible to count towards the waiting period. Employees who utilize the plan benefits do not accrue service hours, which will affect all service hour related pays and benefits; vacation, sick leave, management leave, supplemental compensation and cafe-**

**teria plan benefits will be prorated based upon the number of salary protection hours used.**

The county may, as a condition of granting this benefit, require a doctor's certificate indicating an opinion that the employee can reasonably be expected to recover sufficiently to return to work. (~~Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 4988-B (part), 1999; prior code § 14.370)~~)

### **3.04.470 Full-time employees.**

A. ...

~~For county holidays falling on a Saturday, from and after five p.m., December 24, 1971, such employees shall be entitled to a holiday the preceding Friday unless the board of supervisors, by minute order, directs that such eight hours be added to each such employee's annual vacation leave.~~

~~1. 9/80 Vacation. For county holidays falling on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour vacation shall be charged against such employee's accrued vacation time.~~

~~2. 8/80 In the case of an 8/80 pay period program, an additional two hours' vacation shall be charged against such employee's accrued vacation time.~~

~~In the case of twelve hour shifts, an additional four hours vacation shall be charged against such employee's accrued vacation time.~~

~~3-D. Extension of limit. Any employee on sick leave or active military leave qualifying under Section 3.04.560(B) and having more than the maximum vacation accrual limit as of the time specified in subsection C of this section may, with the approval of the board of supervisors:~~

~~—a-1. Continue to accrue vacation hours until he or she returns to work; or~~

~~—b-2. At the discretion of his or her appointing authority as of the time specified in subsection C of this section, be paid in cash the salary equivalent of hours in excess of the maximum vacation accrual limit so as to bring such accrued time down to the limit.~~

### **3.04.490 When to be taken.**

A. The time at which vacation leave shall be taken shall be determined by the appointing authority. If such authority does not provide a specific time for vacation leave, an employee may take, as a matter of right, by giving oral notice, the accumulated vacation to his or her

credit during the last month of the year following the year in which the vacation credit was earned. For PPEO represented employees, the Department Head or designee shall approve, disapprove or modify a vacation request within ten days of the receipt of the request.

B. During the last month of the calendar year seniority shall be the criteria used to determine vacations for the following calendar year, after the one month sign up period, vacations shall be granted on a first-come first-served basis. For PPEO represented employees, revised written vacation scheduling procedures may be applied as agreed to by a majority of affected employees and the Department Head.

C. ~~General, Professional, Management and DSA. Subject to any limitations in section 3.04.540.~~ An employee may use or not use accumulated vacation leave for maternity/paternity/adoption leave, following the disability/sick leave period, depending on the employee's preference.

D. General and Professional Unit Vacation Cash Out. Once per fiscal year, any employee with a vacation balance of 300 hours or more may request to cash out up to 40 vacation hours at his/her base hourly rate which shall be defined as the hourly rate on the salary schedule plus any longevity pay.

E. Management and Confidential Employee Vacation Cash Out. Once per fiscal year, any employee may request to cash out up to one half (1/2) of their annual vacation accrual at his/her base hourly rate which shall be defined as the hourly rate on the salary schedule plus any longevity pay. (Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; 5442 B, 2007; prior code § 14.420)

### 3.04.590 Abandonment of employment.

A. Any non-elected employee who is absent for three consecutive shifts, or for DSA represented employees, three days, within his or her normal workweek without being on authorized sick time, authorized vacation, or authorized leave of absence, shall be presumed to have resigned his or her employment with the county. For purposes of this section, any such unauthorized absence during any portion of such employee's normal working day shall be held to be an unauthorized absence for such entire day. Nothing in this section shall prevent an appointing authority from suspending or discharging an employee on account of unauthorized absence.

B. Any employee terminating his/her employment in the manner provided by this section shall be deemed

to have left county service by resignation and shall be subject to the provisions of Section 3.08.1130.

C. Such employee's appointing authority shall, at least five days prior to the time he or she submits the formal termination documents to the personnel department, mail, to the employee at such employee's last known address, by certified mail, a notice of proposed termination, together with a copy of this section.

D. The resignation provided by this section may be rescinded by the employee's appointing authority, if such employee presents satisfactory reasons for his or her absence, in writing, within 10 days of the date of mailing of the proposed termination, or for DSA represented employees- within five days of the date of receipt of the notice of proposed termination. Should the resignation not be rescinded by the appointing authority, the employee shall be so notified by certified mail. (~~Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; Ord. 5058 B (Attach. 17), 2000;~~ prior code § 14.525)

### 3.04.660 Full-time and part-time rates.

...  
D. Permanent part-time employees shall be paid for holidays, at their normal rate of pay in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee. PPEO Represented employees shall be paid for holidays at the "Holiday Pay" rate as defined in section 3.08.170. If the pro-rated paid holiday hours result in a part-time employee receiving less pay than he/she would normally be scheduled to receive during the holiday week, his/her vacation, holiday credit or CTO balance will be charged for the additional hour(s), unless the employee requests, in writing, that his/her leave balances not be used. Vacation, holiday credit or compensatory time off hours cannot be used to pay a part-time employee for more hours than he/she would normally receive. A supervisor may adjust a part-time employee's work schedule during a holiday week with five (5) calendar days advance notice so that the employee does not receive more paid hours than he/she would normally be paid.

E. Temporary, seasonal and emergency employees shall not be compensated for holidays not worked. Temporary and seasonal employees are typically shall be paid at the first step of the salary grade for the job they are appointed to monthly rate for the position set out the classified salary schedule. ~~After such an employee has been employed by the county in the same or a similarly classed position for two consecutive years, he or she~~

~~may be paid at the second step.~~ All such appointments are subject to the approval of the county executive.

### Part 9. Holidays

#### 3.04.800 Holidays.

A. Holidays are those as declared by the Board of Supervisors and contained in County Code section 2.12.010.

B. Alternative Work Schedules. Employees on fixed alternative work schedules shall be required to use leave balances when a holiday day off falls on a regularly scheduled work day to make up any difference between the Holiday Pay and the number of hours he/she would normally have worked. (Example: a 9/80 employee shall report one-hour of vacation, compensatory time off or banked holiday credit hours, a 4/10 employee shall have 2 hours leave charged, and an employee working a 12 hour shift shall have 4 hours of leave charged.)

C. Exception to Alternative Work Schedule Leave Charge- PPEO Represented Employees. The only exceptions to subsection B. above, are: a. The employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours, or b. The employee works on the holiday and requests, in writing, to use hours worked, applied at straight time, to his/her regularly assigned number of hours.

D. The work schedule or RDO of an employee on a 9/80 alternative work schedule by not be changed to accommodate holiday work schedule issues.

E. PPEO Represented Employees. An employee must be in a paid status on his/her regularly scheduled workday preceding a holiday to be eligible to receive holiday pay.

#### 3.04.810 Floating Holiday.

A. During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Hours shall be prorated for part-time employees using the formula identified in the definition of Holiday Pay (section 3.08.170). Employees unable to complete six months (one thousand forty (1,040) straight time hours) prior to December 31st,

shall not be eligible for any Floating Holiday that year. It will be management's policy to make every effort to allow employees to take the time off at their choosing.

B. DSA Represented Employees. Floating holiday shall be taken within the calendar year granted, and shall not carry over from year to year. Unused holiday time will not be compensated upon termination.

C. PPEO Represented, Non-FLSA Exempt Management, and Confidential Employees. Employees wishing to use a floating holiday must make a request to do so to their supervisor at least (48) hours in advance. Floating holidays must be taken in half-day (four hour) or full-day increments (or proration for part-time employees) or a minimum of 1/2 day increments for non-FLSA management and confidential employees. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays (16 hours maximum) will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. An employee may use a floating holiday as the employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck. Employees are responsible for using their two floating holidays before the end of each calendar year.

#### 3.04.820 Holiday Overtime and Rate of Pay.

A. DSA Represented, PPEO Represented and Confidential employees. When an employee works on a county holiday regardless of whether the day is the employee's regular workday or regular day off (RDO), the employee shall be entitled to overtime compensation, or compensatory time off for actual hours worked in addition to holiday pay.

1. Example: A full-time employee who works eight hours on a holiday would receive eight hours of overtime at time and one half of his/her base hourly rate in addition to eight hours of holiday pay paid at his/her base hourly rate of pay; or two and one-half times his/her base hourly rate.

D. PPEO Represented Part-time employees. Part time employees who work on a holiday shall be entitled to either holiday overtime, or CTO regardless of the number of hours he/she has worked in the holiday week.

3.04.830. Holiday Credit Account- PPEO Represented Employees.

A. A Holiday Credit Account is available to PPEO represented employees to allow full-time and part-time employees to bank holiday hours that are earned for a holiday that falls on the employee's regularly scheduled day off. This Holiday Credit Account is not subject to the same rules of use as other leave accounts and may be used only pursuant to the provisions contained herein.

B. For county holidays falling on a full-time employee's RDO for employees working other than a normal Monday through Friday schedule (i.e., 9-80, 4/10, etc.), such employees will receive Holiday Pay in the form of eight hours credited to his/her holiday credit account.

C. A part time employee may request, in writing, that Holiday Pay earned on a regular day off be credited his/her Holiday Credit Account.

D. Any request to use holiday credit banked hours for personal time off must be made at least 48 hours in advance. Holiday credit banked hours may be used for integration with both State Disability Insurance (SDI) and Workers' Compensation (WC) benefits

E. Any holiday credit banked hours in excess of forty (40) hours not used by the end of pay period 1, after adjusting the balance for any hours earned or used during that same pay period, shall be paid in cash. Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employee's final paycheck.

3.08.170 Definition of terms.

"Holiday". A declared holiday constitutes eight working hours granted as time off with pay.

"Holiday Pay" - A declared holiday constitutes eight working hours granted as time off with pay for full time employees. Part-time employee's holiday hours shall be pro-rated on the basis of his/her standard/scheduled hours to a 40-hour week. For PPEO

Represented employees rounding will occur to one decimal place.

"Overtime". 1. General Unit and Professional Unit. That period of authorized work performed by an employee in excess of such employee's normal work period. 2. Deputy Sheriffs Unit. That period of authorized work performed by an employee in excess of such employee's normal work schedule.

"RDO" means Regular Day Off or an employee's regularly scheduled day off.

"Workday" means that twenty-four (24) hour period which begins at 5:01 p.m. on each calendar day.

"Workweek". 1. Regular Workweek—General Unit, Professional Unit and Deputy Sheriffs Unit. That calendar period which begins at 5:01 p.m. on a Friday and which ends at five p.m. on the following Friday. Paid time off for vacation, holidays, sick leave, and compensatory time taken shall be computed as actual hours worked for computation of overtime. 2. 9/80 Program—General Unit and Professional Unit. In the case of employees on a 9/80 program (nine workdays in an eighty (80) hour pay period) the workweek shall consist of the first forty (40) hours worked in a seven consecutive twenty-four (24) hour period, commencing with adoption of the 9/80 program. A 9/80 program shall consist of eight nine-hour workdays, one eight-hour workday, and one additional day off, every other workweek. The additional day off must be taken on the same day off the week as the eight-hour workday in the alternate week. Paid time off for vacation, holidays, sick leave, and compensatory time taken shall be computed as actual hours worked for computation of overtime.

(prior code §§ 14.200,14.1208, 14.1292)

3.08.1050 Length of probation.

A. All permanent appointments from open or promotional-eligible lists to positions in the classified service shall serve ~~be for~~ a probationary period of six twelve calendar months or 2080 hours, whichever is more, with the exception of those classifications identified below the following: Where changes to the probationary period for a classification are made herein, employees will serve the probationary period in effect when they began their probation. Time

spent on leave of absence will not count toward the completion of the probationary period.

1. Classified Management and Confidential Employees: General and Professional Units. All permanent appointments from open or promotional eligible lists to positions in the classified service shall be for a probationary period as follows: If the classified manager previously completed a probationary period in a management position then the probationary period for the new position will be 6 months. If the confidential employee previously completed a probationary period in a confidential/confidential position then the probationary position/period for the new position will be 6 months.

a.	Initial Hiring Classification	Period
	Appraiser I	12 months
	Auditor appraiser I	12 months
	Recorder/Elections technician entry	12 months
	Recorder/Elections technician journey	12 months
	Recorder/Elections specialist	12 months
	Senior recorder/Elections specialist	12 months
	Equipment operator	12 months
	Senior equipment operator	12 months
	Administrative services officer	12 months
b.	Promotion to	Period*
	Appraiser I	12 months
	Auditor appraiser I	12 months
	Recorder/Elections technician entry	12 months
	Recorder/Elections technician journey	6 months
	Recorder/Elections specialist	6 months
	Senior recorder/Elections specialist	6 months
	Equipment Operator	12 months
	Senior equipment operator	6 months
	Administrative services officer	12 months

\* Time spent on leave of absence will not count toward the completion of the probationary period.

2. Probation Department. All permanent appointments from open or promotional eligible lists to positions in the classified service shall serve the probationary periods indicated:

Initial Hire into the Deputy Probation Officer Class Series:

Classification	Period
Deputy Probation Officer I	18 months
Deputy Probation Officer II	18 months
Senior Deputy Probation Officer	12 months
Supervising Deputy Probation Officer	12 months

Promotions to:

Classification	Period
Deputy Probation Officer I	18 months
Deputy Probation Officer II	6 months
Senior Deputy Probation Officer	12 months
Supervising Deputy Probation Officer	12 months

a.	Initial Hiring Classification	Period
	Deputy Probation Officer I—Institution	18 months
	Deputy Probation Officer II—Institution, lateral transfers from another agency	18 months
	Senior Deputy Probation Officer—Institution	12 months
	Supervising Deputy Probation Officer—Institution	12 months
	Deputy Probation Officer I—Field	18 months
	Deputy Probation Officer II—Field, lateral transfers from another agency	18 months
	Senior Deputy Probation Officer—Field	12 months
	Supervising Deputy Probation Officer—Field	12 months
	Probation Manager	12 months
b.	Promotion to	Period*
	Deputy Probation Officer I—Institution	18 months
	Deputy Probation Officer II—Institution	6 months
	Senior Deputy Probation Officer—Institution	12 months
	Supervising Deputy Probation Officer—Institution	12 months
	Deputy Probation Officer I—Field	18 months
	Deputy Probation Officer II—Field	6 months
	Senior Deputy Probation Officer—Field	12 months
	Supervising Deputy Probation Officer—Field	12 months

Probation Manager 12 months

Supervising public safety dispatcher 6 months

3. Sheriff's Office. All permanent appointments from open or promotional eligible lists to positions in the classified service shall serve the probationary periods indicated:

4. District Attorney's Office. All permanent appointments from open or promotional eligible lists to positions in the classified service shall serve the probationary periods indicated:

a. Initial Hiring Classification	Period
Correctional officer I	12 months
Correctional officer II	12 months
Deputy sheriff I	18 months
Deputy sheriff II	12 months
Sheriff's sergeant	12 months
Sheriff's lieutenant	12 months
Sheriff's captain	12 months
b. Promotion to	Period*
Correctional officer I	12 months
Correctional officer II	6 months
Deputy sheriff I	18 months
Deputy sheriff II	6 months
Public Safety Dispatcher I	12 months
Sheriff's sergeant	6 months
Sheriff's lieutenant	6 months
Sheriff's captain	6 months

a. Initial Hiring Classification	Period*
Investigator	12 months
Chief investigator	12 months
b. Promotion to:	
Investigator	6 months
Chief investigator	6 months

\* Time spent on leave of absence will not count toward the completion of the probationary period.

\* Time spent on leave of absence will not count toward the completion of the probationary period.

5. PPEO represented classifications other than the Probation Department— All appointments other than an initial hire will serve a 6 month probationary period unless specified separately under these Length of Probation provisions.

c. Deputy Sheriff—Trainee. Incumbency in this class is limited to a period not to exceed 12 (twelve) months and to individuals who have not yet completed the basic P.O.S.T. academy. Failure to satisfactorily complete and graduate from P.O.S.T. academy while in this class shall result in termination from this class.

B. 1. General and Professional Units/PPEO Represented classifications—Extension of Probation. If during the probationary period there have been changes in an employee's status, i.e., a transfer from one class to another, a transfer from one department to another, change in work location, major change in assignment, the installation of new processes, technology, or other circumstances that warrant an extension of probation; or if the appointing authority has failed to complete interim performance appraisals and has been directed to request such an extension under Section 3.08.1060(B), the appointing authority may, with the consent of the personnel director, extend an employee's probationary period for up to ninety (90) days (five hundred twenty (520) hours) and with the consent of the civil service commission up to six months (one thousand forty (1,040) hours). Prior to expiration of the probationary period the appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The personnel director may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.

Upon satisfactory completion of the basic P.O.S.T. academy, it will be permissive to appoint the incumbent to deputy sheriff I. Upon appointment to deputy sheriff I, the incumbent shall serve a probationary period of eighteen (18) months.

d. ~~Public Safety Dispatchers. All permanent appointments from open or promotional eligible lists to the below classifications shall be for a probationary period of twelve (12) calendar months.~~

2. Deputy Sheriff Unit—Extension of Probation. If during the probationary period there have been changes in an employee's status, i.e., a change in work location, major change in assignment, the installation of new processes or technology, or in the event of authorized light duty because of illness/injury where the assignment prevents the completion of field training and/or jail op-

Initial Hiring Classification	Period
Public safety dispatcher I	
Public safety dispatcher II	
Senior public safety dispatcher	
Supervising public safety dispatcher	
Promotion to	Period
Public safety dispatcher I	12 months
Public safety dispatcher II	6 months
Senior public safety dispatcher	6 months

erations training (this field training and jail operations training requires successful completion prior to completing probation), the appointing authority may, with the consent of the civil service commission, extend an employee's probationary period for up to one year. The appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The personnel director may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.

C. All appointments from a re-employment list assigned to a department different from that of their last county employment shall be for a probationary period of six calendar months. Employees rejected during such probationary period shall be reinstated to the status held prior to said appointment.

D. For purposes of this section, a calendar month shall be from a given date in a month through the next preceding date in the following month (i.e., July 10th through August 9th). (~~Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; Ord. 5436 B (part), 2007; Ord. 5193 B (part), 2002; Ord. 5186 B (part), 2002; Ord. 5152 (part), 2004; prior code § 14.2010)~~)

### 3.08.1060 Performance appraisal.

A. Report Required. For probationary periods of six months. The appointing authority shall prepare a performance appraisal for each employee at the end of three months and prior to the expiration of six months, except for those classifications requiring a twelve (12) month probationary period as designated in Section 3.08.1050. Length of probation. For probationary periods of twelve months For those classifications so designated, the appointing authority shall prepare a performance appraisal at the end of six months and prior to the expiration of twelve (12) months.

B. Failure to Prepare Report. Failure by an appointing authority to prepare an interim performance appraisal for a probationary employee shall result in a rebuttable presumption of "Standard" as to the missed evaluation. In addition, such failure shall require the appointing authority to obtain the review and approval of the county executive officer prior to rejection of any such employee during the probationary period. As an alternative to rejection, the county executive officer may direct that the appointing authority request extension of the employee's probation under Section 3.08.1050(B).

C. Status Following Evaluation. If the service of the probationer has been satisfactory, the appointing authority shall recommend retention. If release is not

specifically recommended before the end of the probationary period, the probationer shall acquire permanent status. For PPEO represented employees, the remaining six months of probation shall be waived and the employee shall be deemed a regular employee if ~~and~~ the employee receives an overall rating of "exceeds performance standards" or greater on his/her six month performance evaluation.

### 3.12.020 Classified service—Salary and benefits notations.

~~A. For county holidays falling on a Saturday from and after five p.m., December 24, 1971, employees shall be entitled to a holiday the preceding Friday unless the board of supervisors, by minute order, directs that such eight hours be added to each such employee's annual vacation leave.~~

~~B. For county holidays falling on the normal day off for ITSA non-exempt employees working other than a normal Monday through Friday schedule (i.e., 9:30-8:30, etc.), such employees shall have an additional eight hours credited to their vacation (County holiday defined per County Code Section 3.08.170)~~

~~C. Floating Holiday. During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Employees unable to complete six months (one thousand forty (1,040) straight time hours) initial probationary period prior to December 31st, shall not be eligible for any Floating Holiday that year. Hours shall be prorated for permanent part-time employees. Floating holiday shall be taken within the calendar year granted, and shall not carry over from year to year. Unused holiday time will not be compensated upon termination. It will be management's policy to make every effort to allow employees to take the time off at their choosing.~~

DSA Represented Employees. Floating holiday shall be taken within the calendar year granted, and shall not carry over from year to year. Unused holiday time will not be compensated upon termination.

~~PPEO Represented, Management, and Confidential Employees. Employees wishing to use a floating holiday must make a request to do so to their supervisor at least (48) hours in advance. Floating holidays must be taken in a minimum of half day (four hour) increments. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays (16 hours maximum) will be available for that calendar year. Employees may not elect pay in lieu of taking a floating~~

~~holiday. An employee may use a floating holiday as the employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck. Employees are responsible for using their two floating holidays before the end of each calendar year.~~

31. Uniform Allowance—PPEO General Unit Employees. Any Uniform Allowance as set forth herein, shall be processed as a non-reimbursable, taxable, bi-weekly pay in accordance with procedures established by the Auditor Controller's Office.

~~The parties agree that, effective at 5:01 p.m. pay period 15, December 29, 2000, December 28, 2001 and December 27, 2002, the An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties shall be increased to five hundred dollars (\$500.00), five hundred twenty five dollars (\$525.00) and five hundred fifty dollars (\$550.00) respectively will be paid for the following classifications class series in the amount of seven hundred and fifty dollars (\$750.00) per year.~~

- Administrative Clerical
- Administrative Legal Clerical
- Accounting Clerical
- Public Safety Dispatcher
- Correction Support Supervisor

The following class series shall receive one thousand sixty five dollars (\$1065.00) per year:

- Animal Control Officer
- Community Service Officer
- Correctional Officer
- Evidence Technician

16701	Animal Control Officer I
16702	Animal Control Officer II
16609	Community Service Officer I
16610	Community Service Officer II
16230	Correctional Officer I
16331	Correctional Officer II
16401	Evidence Technician I
16402	Evidence Technician II
16705	Senior Animal Control Officer

~~The parties further agree, effective with the pay periods outlined above, the An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties shall be increased to four~~

~~hundred seventy five dollars (\$175.00), five hundred dollars (\$500.00) and five hundred twenty five dollars (\$525.00) will be paid for the following classifications in the amount of seven hundred fifty dollars (\$750.00) per year:~~

42402	Account Clerk—Entry
42403	Account Clerk—Journey
42202	Admin Clerk—Entry
42203	Admin Clerk—Journey
42351	Administrative Legal Clerk—Entry
42352	Administrative Legal Clerk—Journey
42308	Administrative Secretary
42324	Administrative Legal Supervisor
43438	Correction Support Supervisor
42321	Executive Secretary
46435	Public Safety Dispatcher II
46425	Public Safety Dispatcher III
46428	Senior Public Safety Dispatcher
46440	Supervising Public Safety Dispatcher
42354	Senior Admin Legal Clerk
46430	Sheriff's Communications Supervisor

6. (RESERVED). Special Team Pay PPEO Correctional Officers. The county will pay \$125.00 per month special team pay for those Correctional Officers assigned by the Sheriff to participate on the CERT Team.

8. Night-Shift Differential.

A. PPEO General and Professional Units, and Confidential Employees.

Effective 5:01 p.m. pay period 15, December 29, 2000, employees in classifications, as recommended by the appointing authority and approved by the county executive officer, All employees assigned to work fifty (50) percent or more of his/her hours between six five p.m. and six a.m. on one or more shifts/nights shall receive a shift differential of seven and one-half percent (7.5%) of base pay night shift differential for all the hours worked in that shift. Employees regularly assigned to work fifty (50) percent or more of his/her hours between five p.m. and six a.m., shall continue to receive the 7.5% shift differential even when they work shifts that would otherwise not qualify for shift differential payments. The shift differential will apply to employees whose regular shifts are day shifts and who are receiving overtime compensation for work-

ing additional hours which may fall outside of the day shift.

B. Deputy Sheriffs' Unit and Safety Management.

Effective July 23, 2004 at 5:01 p.m., deputy sheriffs' unit and safety management employees assigned to work a majority of hours of a regular shift (e.g., five hours of eight) between the hours of five p.m. (Day 1) and eight a. m. (Day 2) shall receive a night shift differential of seven and one-half percent for all hours in that shift.

10. Supplemental Compensation—Snow Removal Pay.

a. The County will pay an assignment differential of ten percent (10%) of base salary to each employee assigned by the appointing authority, or his/her designee, to perform snow removal duties. No employee will receive work-out-of-class pay for the purpose of performing snow removal duties. The following classifications shall receive five percent additional snow pay compensation during such time as they are authorized to do so by the department head:

- 13303 Assistant Fleet Svc. Superintendent
- 11604 Automotive Mechanic
- 13227 Bridge Construction Supervisor
- 11611 Equipment Mechanic
- 11502 Equipment Operator
- 11605 Master Automotive Mechanic
- 11613 Master Equipment Mechanic
- 13204 Road District Supervisor
- 11459 Maintenance Worker
- 11506 Senior Bridge Construction Worker
- 11503 Senior Equipment Operator
- 13205 Senior Road District Supervisor
- 11511 Senior Traffic Sign Maintenance Worker
- 13215 Senior Traffic Sign Supervisor
- 13225 Senior Tree Maintenance Supervisor
- 11521 Senior Tree Trimmer
- 11301 Senior Utility Service Worker
- 13302 Supervising Equipment Mechanic
- 11510 Traffic Sign Maintenance Worker
- 13211 Traffic Sign Supervisor
- 13224 Tree Maintenance Supervisor
- 11520 Tree Trimmer
- 11307 Utility Service Worker

b. The number eligible and time period for which such status is available shall be determined jointly by the director of public works and the county executive office.

c. Such compensation shall be in addition to any overtime to which the employee is entitled under the provisions of Section ~~14-240~~ 3.04.240, et seq.

13. Tool Allowance Reimbursement.

The following classifications shall receive a ~~three hundred dollars (\$300.00)~~ seven hundred fifty dollar (\$750.00) per year tool replacement allowance to be reimbursed quarterly in accordance with procedures established by the Auditor Controller's Office. ~~No~~ No more than one claim may be submitted for reimbursement in any calendar quarter. ~~Effective September 1, 1989, the tool replacement allowance shall be increased to three hundred seventy five dollars (\$375.00) per year; effective September 1, 1990, the tool replacement allowance shall be increased to four hundred fifty dollars (\$450.00) per year; effective September 1, 1991, the tool replacement allowance shall be increased to five hundred twenty five dollars (\$525.00) per year; effective December 20, 1997, the tool replacement allowance shall be increased to five hundred fifty dollars (\$550.00) per year; effective December 19, 1998, the tool replacement allowance shall be increased to five hundred seventy five dollars (\$575.00) per year; effective December 18, 1999, the tool replacement allowance shall be increased to six hundred dollars (\$600.00) per year.~~

- 11604 Automotive Mechanic
- 11605 Master Automotive Mechanic
- 11611 Equipment Mechanic
- 11613 Master Equipment Mechanic
- 11601 Equipment Service Worker I
- 11602 Equipment Service Worker II
- 13301 Supv. Automotive Mechanic
- 13302 Supv. Equipment Mechanic

18. Canine Pay.

DSA Represented Employees and Correctional Officer classifications assigned by the Sheriff to the duty of supervision, care and feeding of a canine, as "Canine Handlers," shall receive Canine Pay, as follows:

a. Two hundred twenty-five dollars (\$225.00) per month to the Canine Handler responsible for, and where the County owns the canine;

b. Two hundred seventy-five dollars (\$275.00) per month to the Canine Handler responsible for, and who owns the canine;

c. All veterinary care and maintenance of the canine is to be provided at County expense. It is agreed that care and maintenance includes veterinary care necessary to prevent and treat injuries and diseases, and includes annual physical exams and inoculations. County owned canines shall receive veterinary care from a County designated veterinarian. Canine Handler owned canines may receive treatment from a County designated veterinarian or one of the Canine Handler's choosing. Veterinary expenses incurred through County designated veterinarians will be paid by the County through direct billing by the veterinarian. Expenses incurred through a veterinarian of the Canine Handler's choice will be paid by reimbursement to the Canine Handler for receipted claims, provided that in no event shall reimbursement exceed the amount normally paid to a County designated veterinarian for the same or similar service. Food for the canine will be provided at the expense of the County through an established Blanket Purchase Order and Policy developed by the Sheriff's Department.

d. The County will provide for the replacement of the canine should it be disabled or killed as a result of a line of duty injury or accident at no expense to the Canine Handler.

e. This care and maintenance pay is granted in recognition of the personal monetary investment, duties and responsibilities of a Canine Handler, in light of the on-duty time already being provided and includes the time spent by the Canine Handler employee while off duty in the care and maintenance of the assigned canine, as well as reimbursement of canine related expenses. It represents good faith compensation associated with the daily care and maintenance of a canine outside the normal hours of work of the assigned Canine Handler employee during the month. The intent of this pay is to insure compliance with all applicable state and federal labor laws, including, but not limited to, the Fair Labor Standards Act, 29 U.S.C. Section 201 et. seq., and 29 C.F.R. Section 785.23.

...

21. ~~Effective pay period 19, beginning 5:01 p.m., February 21, 2003, the county will pay an assignment differential of five percent of base salary to each employee in qualifying jobs, assigned to report to and work within the jail facility on a regular full or part-time basis, in the classification of administrative clerk entry/journey, administrative legal clerk entry/journey, administrative secretary, account clerk, senior account clerk, and accounting technician assigned by the sheriff to work in the jail. Senior administrative legal clerks~~

~~assigned to work as shift supervisors will receive an additional five percent of base salary. The qualifying jobs are:~~

- ~~Account Clerk - Entry/Journey/Senior~~
- ~~Accounting Technician~~
- ~~Administrative clerk - Entry/Journey/Senior~~
- ~~Administrative Legal Clerk - Entry/Journey/Senior~~
- ~~Administrative Secretary~~
- ~~Building Craft Mechanic/Senior Building Craft Mechanic~~
- ~~Client Services Counselor I/II/Senior~~
- ~~Client Services Practitioner I/II/Senior~~
- ~~Custodian I/II~~

22. The county shall pay a differential of five percent of base salary to each employee in the classifications of ~~client~~ Client services ~~Services~~ Practitioner I and II, senior client services practitioner and client services program supervisor, who obtains a certificate as a licensed clinical social worker (LCSW) or a marriage, family, child counselor (MFCC).

23. For eligible classifications, the purchase of personal equipment (work boots) will be reimbursed in accordance with the process determined by the Auditor Controller's Office. No more than two pairs of boots will be furnished each year, on an as needed basis. The annual reimbursement by the County shall not exceed \$300.00 per eligible employee. Classifications eligible for this personal equipment purchase reimbursement shall include:

- Automotive Mechanic
- Building Crafts Mechanic
- Building Inspector I
- Building Inspector II
- Bus Driver I/II
- Classifications assigned Surveyor duties
- Code Enforcement Officer I/II
- Communication Technician
- Custodian I/II
- Emergency Services Specialist I/II
- Engineering Technician I/II
- Equipment Mechanic
- Equipment Operator
- Equipment Services Worker I/II
- Fleet Services Technician
- Maintenance Worker
- Master Automotive Mechanic
- Master Equipment Mechanic
- Park and Grounds Worker
- Road District Supervisor
- Senior Building Crafts Mechanic
- Senior Building Inspector

Senior Bus Driver  
 Senior Custodian  
Senior Emergency Services Specialist  
 Senior Equipment Operator  
 Senior Parks and Grounds Worker  
 Senior Road District Supervisor  
 Senior Utilities Service Worker  
 Supervising Automotive Mechanic  
 Supervising Building Crafts Mechanic  
Supervising Building Inspector  
Supervising Code Enforcement Officer  
Supervising Custodian  
 Supervising Parks and Grounds Worker  
 Supervising Utilities Service Worker  
 Utilities Service Worker  
 Utility Operations Supervisor  
 Wastewater Plant Operator Grade I/III  
 Wildlife Specialist

28. Certificates that are attained by employees in the classifications of Building Inspector I/II, Senior and Supervising beyond those presented to meet the minimum qualifications as stated in the class specifications shall be compensated at the rate of \$50.00 per certificate per month up to a maximum of \$200.00 per month for each of the certificates listed: Plans Examiner, Plumbing, Mechanical, Electrical (commercial or residential). The County will reimburse a qualifying employee for all initial exams and renewal fees associated with the above certificates for up to three (3) exams per year. The County will provide reimbursement for any exam fees associated with an exam for which the employee achieves a passing score.

29. An employee within the following classifications, designated by the Sheriff and the Chief Probation Officer to work an undercover assignment shall receive 5% additional compensation: Deputy Probation Officer I & II, Senior and Supervising Deputy Probation Officer.

3.12.030      **Unclassified service—Salary and benefits notations.**

~~2. For county holidays falling on the normal day off for FLSA non-exempt employees working other than a normal Monday through Friday schedule (i.e., 9:00-5:00, etc.), such employees shall have an additional eight hours credited to their vacation balance. (County holiday defined per County Code Section 3.08.170)~~

~~3. Floating Holiday: During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Employees unable to complete six months (one thousand forty (1,040) straight time hours) initial probationary period prior to December 31st, shall not be eligible for any Floating Holiday that year. Hours shall be prorated for permanent part-time employees. Floating holiday shall be taken within the calendar year granted, and shall not carry over from year to year. Unused holiday time will not be compensated upon termination. It will be management's policy to make every effort to allow employees to take the time off at their choosing.~~

2. Employees wishing to use a floating holiday must make a request to do so to their supervisor at least (48) hours in advance. Floating holiday must be taken in a minimum of half-day (four hour) increments. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays (16 hours maximum) will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. An employee may use a floating holiday as the employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck. Employees are responsible for using their two floating holidays before the end of each calendar year.

3.12.080      **Supplemental compensation—Tahoe.**

Classified employees meeting the following criteria shall receive the following monthly additional compensation:

A. An eligible employee is one who is permanently stationed within the Lake Tahoe Basin; or an employee permanently stationed at Serene Lakes, or easterly thereof and who lives at Serene Lakes, or easterly thereof,

B. General Unit, Professional Unit, Confidential, Management, and Safety Management.

~~1. Effective pay period 15, beginning at 5:01 p.m. December 29, 2000, Tahoe subsistence shall be paid at~~

~~the rate of six hundred seventy five (\$675.00) dollars increased by one hundred (\$100.00) dollars from two hundred fifty dollars (\$250.00) per month to three hundred fifty dollars (\$350.00) per month.~~

~~2. Effective pay period 15, beginning at 5:01 p.m. December 28, 2001, Tahoe subsistence shall be increased by fifty dollars (\$50.00) from three hundred fifty dollars (\$350.00) per month to four hundred dollars (\$400.00) per month.~~

~~3. Effective pay period 15, beginning at 5:01 p.m. December 27, 2002, Tahoe subsistence shall be increased by fifty dollars (\$50.00) from four hundred dollars to four hundred fifty (\$450.00) dollars per month.~~

C. Deputy Sheriffs Unit and Safety Management.

### 3.12.090 Tahoe rural health program.

The parties agree, effective July 1, 2000, to provide a rural health program for Tahoe area employees represented by PCDSA and effective January 1, 2001, provided the same for PPEO and those designated as management or confidential who are enrolled in PERSCARE, PERSCHOICE or a comparable preferred provider plan offered through PERS, used for the reimbursement of medical expenses, as defined under IRS Code Section 213, excluding premium payments which are not covered by any other insurance plan.

A. DSA represented Employees who have one-party coverage will be entitled to receive a maximum of one thousand dollars (\$1,000.00) each calendar year. All non-DSA represented Employees who have one-party coverage will be entitled to receive a maximum of two thousand dollars (\$2,000.00) each calendar year.

B. DSA represented Employees who have two-party or family coverage will be entitled to receive a maximum of one thousand five hundred dollars (\$1,500.00) each calendar year. All non-DSA represented employees who have two-party or family coverage will be entitled to receive a maximum of three thousand dollars (\$3,000.00) each calendar year.

C. Employees who receive the 401(k) contribution in lieu of county-paid health insurance will not be entitled to this benefit.

D. Payment will be for reimbursement of actual medical expenses during the associated calendar year and not reimbursable under any other plan. Any unused balance will not be carried over to the following calendar year. (Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; Ord. 5295-B(part), 2004; Ord. 5058-B (Attach. 27), 2000; Ord. 5029-B (Attach. B), 2000; prior code § 14.3093)

### 3.12.100

#### Supplemental management compensation Cafeteria Plan- Management and Confidential Employees.

~~A. Employees designated as Management shall be credited with one thousand five hundred dollars (\$1,500.00) each calendar year (January 1st to December 31st). Persons appointed to designated Management positions after January 1st will receive a prorated amount based on the number of pay periods remaining in that calendar year.~~

~~1. Such employees may utilize their supplemental management compensation in the following manner:~~

- ~~a. Health deductibles;~~
- ~~b. Dental deductibles;~~
- ~~c. Vision deductibles;~~
- ~~d. 401(k) contributions;~~
- ~~e. Dependent care expenses;~~
- ~~f. Cash.~~

1. Each Management and Confidential employee will receive annually, for allocation within the Cafeteria Plan, an amount equal to the costs of the discontinued Supplemental Compensation and Retiree Life Insurance programs. Plan components will be set by the IRS Cafeteria Plan Adoption Resolution.

2. The above referenced options may only be changed during open enrollment for the following calendar year. ~~Any supplemental compensation not used by the end of the calendar year will revert to the fund from which it was appropriated.~~

3. Employees terminating from county employment, or who are removed from the management or confidential team designation, will receive a prorated amount supplemental compensation based upon the number of pay periods completed during that calendar year. ~~Employees who have utilized all of their supplemental compensation and then terminate their employment, or are removed from the management team, will have a prorated amount deducted from their pay warrant.~~

~~B. Employees designated as confidential shall receive the equivalent of four percent of the salary rate of grade 40.5, step E. Those confidential employees who are part time shall be credited with a prorated amount based on the number of scheduled hours. Persons appointed to designated Confidential positions after pay period 1, will receive a prorated amount based on the number of pay periods remaining in that calendar year.~~

~~1. Such employees may utilize their supplemental compensation in the following manner:~~

- ~~a. Health deductibles;~~
- ~~b. Dental deductibles;~~
- ~~c. Vision deductibles;~~
- ~~d. 401(k) contribution;~~
- ~~e. Dependent care expenses;~~
- ~~f. Cash;~~

~~2. The above referenced options may only be changed during open enrollment for the following calendar year. Any supplemental compensation not used by the end of the calendar year will revert to the fund from which it was appropriated.~~

~~3. Employees terminating from county employment, or who are removed from the confidential designation, will receive a prorated amount of supplemental compensation based upon the number of pay periods completed during the calendar year. Employees who have utilized all of their supplemental compensation and then terminate their employment, or are removed from the confidential designation, will have a prorated amount deducted from their pay warrant. (Ord. 5478 B (Attach. A), 2007; Ord. 5443 B, 2007; Ord. 5442 B, 2007; Ord. 5295 B (part), 2004; prior code § 14.3094)~~

