



MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer
Nancy Nittler, Personnel Director
By: Therese Leonard, Principal Management Analyst
DATE: February 5, 2013
SUBJECT: Placer County Deputy Sheriff's Association Memorandum of Understanding -
Compensation and Benefits Adjustments

ACTION REQUESTED

It is recommended that your Board take the following actions:

1. Adopt a Resolution to approve the New Memorandum of Understanding between Placer County and the Placer County Deputy Sheriff's Association from July 1, 2012 through June 30, 2015.
2. Introduction of an ordinance implementing the provisions of the Memorandum of Understanding between Placer County and the Placer County Deputy Sheriff's Association and terms applicable to safety management and other labor groups.
3. Introduction of an uncodified ordinance adjusting compensation and benefits for Placer County Deputy Sheriff's Association represented employees.

BACKGROUND

The Placer County Deputy Sheriff's Association (DSA) represents approximately 239 active employees, including sheriff sergeants and deputies, district attorney investigators and welfare fraud investigators.

Balancing the County Budget in this economy is challenging due to limited growth in ongoing revenues that are needed to fund rising labor and other operating costs. The County provides extensive and diverse services to the community; to provide those services requires human resources so salaries and benefits require a significant portion of the County's available funding. Public employers have had increasing difficulty funding labor costs, particularly health and pension benefits, due to annual cost increases and the decline in funded status from the economic downturn. In recent years, the long-term sustainability of public agencies continuing to provide these benefits has been questioned by both the public and government leaders.

To ensure that Placer County's employee benefit structure remains viable into the future, the Board implemented greater participation by employees in their health insurance premium and pension cost sharing. In 2009, years in advance of State actions, the Board approved a second pension platform whereby new employees would pay 100% of their pension cost and earn a reduced pension benefit. More recently the Governor signed AB 640 into law establishing new, lower retirement formulas for defined benefit pension plans and set a maximum allowable benefit amount for employees hired after January 1, 2013.

With the Placer County Deputy Sheriff's Association contract set to expire June 30, 2012, the Board of Supervisors directed staff to seek agreement on a new Memorandum of Understanding that would become effective July 1, 2012. Since that time the DSA and County negotiating teams have been in active discussions for a new contract. On January 8, 2013 the parties reached tentative agreement on terms that the DSA labor negotiators took to their membership for a vote and ratification. DSA representatives have indicated that the results of the vote will be provided to the County on Monday, February 4. Should the agreement not be approved by the membership or results of the vote are not yet known, the item would be continued.

Memorandum of Understanding

The content of the agreement encompass compensation and benefits that include the following:

- **Term July 1, 2012 through June 30, 2015**
- **Wellness Incentive Pay - 2.5% - *Eliminate***
- **POST Basic Incentive Pay for New Hires - 5% - *Eliminate***
 - Increase 2% for active employees that are current recipients
- **Health Insurance**
 - PERSCare Premiums -- 2014 Benefit Year -- 55% employee / 45% employer paid
- **Dental Insurance**
 - 2014 Benefit Year – Move to a 3 Tier Platform
 - Employees continue to pay the increased dental costs for their dependents.
- **Rural Health Subsidy for Tahoe Employees -- 2014 Increase Reimbursement**
 - Single \$2,250 / year (from \$2,000)
 - Single +1 and Family \$3,250 / year (from \$3,000)
- **Masters Degree Education Incentive Pay - \$100 / pay period (new)**
- **Canine Handler Compensation -- Increased to \$300 / month (from \$225 if county owns canine or \$275 if handler owns canine)**
- February / Measure F salary increases for deputies and sergeants based upon the voter approved formula.
 - Maintain the existing salary relationships for DA investigators, welfare fraud investigators, supervising welfare fraud investigators and chief deputy coroner.
- Various personnel rule changes affecting leave of absence, fitness for duty, grievance procedures, discipline, retiree health vesting, stand-by pay, overtime limits and employee release during initial probationary period.

Measure F and some benefit changes will apply to safety management employees and have been included in the ordinance that updates Chapter 3 of the Placer County Code. Updates include Measure F wage increases, increase in Basic POST (Peace Officer Standards and Training) pay, elimination of the Wellness Incentive, changes in Basic POST eligibility, and the addition of a Masters Degree Education Incentive Pay. In addition, clean up language has been added to the County Code related to alternative work schedules to include confidential employees and items that were previously omitted, but should have been in the Code, have been added (3.12.020 #30 for Confidential Pay and #31 for Licensure / Certification).

Measure F Salary Adjustments

In February of each year, DSA represented and safety management employees receive mandatory salary adjustments pursuant to the voter approved initiative "Measure F". These salary increases are formula driven; set by position class at a level equal to the average salary for comparable positions in Nevada County, El Dorado County and the Sacramento County. Since Measure F salary increases are the result of a voter adopted ballot measure, it is not within the Board of Supervisors authority to deny, adjust or delay these salary adjustments. Measure F has the following budget implications as related to DSA represented employees:

- February 2013:
 - Deputy sheriff II classifications -- 2.33% base wage increase 193 currently
 - Sheriff sergeants -- 2.87% base wage increase 32 currently
 - DA investigators (9), investigator welfare-fraud (3) and supervising investigator welfare-fraud (1) classifications -- 2.87% base wage increase; one chief deputy coroner -- 2.33% base wage increase.
- February 2014 and February 2015:
 - Additional base wage increases are anticipated to be in the range of 2.3% to 4% each year.

Measure F increases for DSA represented employees are estimated at approximately \$303,007 for five months in FY 2012-13, \$894,956 for FY 2013-14 and \$1,021,155 for FY 2014-15.

FISCAL IMPACT

Staff project that approval of the new agreement would cost the County approximately \$302,315 in FY 2012-13, \$959,509 in FY 2013-14 and \$1,138,468 in FY 2011-12 for "new" contract costs. Measure F increases for DSA represented employees are estimated at approximately \$303,007 for five months in FY 2012-13, \$894,956 for FY 2013-14 and \$1,021,155 for FY 2014-15. The cumulative budget contract impact that will be realized in FY 2014-15 is estimated at \$2.4 million.

In the longer term, a reduced cost pension benefit for new hires will mitigate growth in the cost of employee pension benefits due to a reduction in the employer contribution rate because these employees pay 100% of their employee contribution amount. While immediate savings may not be obvious, future pension costs will not grow as fast as they would have if new employees had

received the original, and more generous, pension formula (Tier 1). In addition, the County expects significant savings due to the elimination of the POST Basic and the Wellness Incentive Pays.

Attachments

1. Resolution to approve the New Memorandum of Understanding between Placer County and the Placer County Deputy Sheriff's Association from July 1, 2012 through June 30, 2015.
2. Ordinance amending Chapter 3 of the Placer County Code implementing compensation and benefit adjustments for Placer County Deputy Sheriff's Association represented and other employees.
3. Uncodified ordinance implementing salary, compensation and benefit adjustments for Placer County Deputy Sheriff's Association represented and other employees.

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF PLACER,
STATE OF CALIFORNIA**

In the matter of: A RESOLUTION OF THE BOARD OF Reso. No. _____
SUPERVISORS AUTHORIZING THE COUNTY TO ENTER
INTO A NEW MEMORANDUM OF UNDERSTANDING WITH
THE PLACER COUNTY DEPUTY SHERIFF ASSOCIATION

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at
a regular meeting held February 5, 2013, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage. _____
Chairperson, Board of Supervisors

Attest:
Clerk of said Board

The Board of Supervisors of the County of Placer, State of California, does hereby
resolve as follows:

That the Memorandum of Understanding ratified by the Placer County Deputy Sheriff
Association, attached hereto as Exhibit A and incorporated herein by this reference, is
hereby adopted and approved as to County employees who are members of that unit, on
the terms contained in the MOU. All signatures on behalf of the County are authorized.
Any provision of the Placer County Code or Placer County Administrative Rules in
conflict with the attached MOU are hereby superseded and amended according to the
terms of the MOU.

**Tentative Agreement
Between
the County of Placer
and
the Placer County Deputy Sheriff's Association
January 8, 2013**

1. Term of Agreement (Preamble CMOU)

The term of this Agreement is from July 1, 2012 through June 30, 2015 for employees represented by the Association

2. Salary Adjustments (CMOU Article 5)

- a. Salaries for the classifications of deputy sheriff I/II and sheriff's sergeant shall be governed by Measure F during the term of this Agreement.
- b. Effective the same pay period that Measure F is implemented for 2013, 2014 and 2015, salaries for the classification of:
 - deputy sheriff trainee will be set at a pay range five percent (5%) below the base pay of the classification of deputy sheriff I.
 - chief deputy coroner will be set at a pay range seven and one half percent (7.5%) above the base pay of the classification of deputy sheriff II.
 - DA investigator will be set at a pay range five percent (5.0%) above the base pay of the classification of sheriff's sergeant.
 - Welfare-fraud investigator will be set at a pay range five percent (5.0%) above the base pay of the classification of sheriff's sergeant.
 - Investigator Welfare-fraud supervising are to be set at a pay range seven and one half percent (7.5%) above the base pay of the investigator welfare-fraud.

11. Basic POST (CMOU Section 8.3) Employees hired or rehired as of MOU adoption by the Board of Supervisors, will not receive the Basic POST benefit (current 5% plus proposed 2.0% from #32 below). Active employees already receiving Basic POST on the date of adoption by the Board will continue to receive Basic POST until they separate from Placer County employment at which point they lose all future rights to this benefit.

15. Wellness Incentive (CMOU Section 8.14 and County Code 3.12.020)

Eliminate Wellness Incentive effective upon implementation of Measure F 2013 or the first full pay period following ratification and approval of the MOU, whichever is later.

32. Basic POST Incentive Effective upon implementation of Measure F 2013 or the first full pay period following ratification and approval, whichever is later, add two percent (2%) to the Basic POST incentive for employees eligible for Basic POST in accordance with # 11 above.

INCORPORATE ALL TENTATIVE AGREEMENTS

County Proposals:

3. Contribution to a 401(k) Account In Lieu of Health Insurance -- TA 9/13/12
4. Dental Insurance -- TA10/19/12
5. Health Care / Dependent Coverage -- TA10/19/12
6. Part-Time Pro-rated Benefits -- TA10/19/12
7. Retiree Health Insurance Vesting -- TA10/19/12
8. Vision Care -- TA on 9/13/12
9. Compensatory Time Cash Out -- TA on 9/13/12
10. Stand-by Pay -- TA on 9/13/12
12. Tuition Reimbursement -- TA on 9/13/12
13. Grievance Procedure -- TA10/5/12
14. Organizational Leave - Release Time -- TA on 9/13/12
16. Investigator - Welfare Fraud Classifications / Work-related Disability Program -- TA10/19/12
17. Holiday -- TA10/5/12
18. Sick Leave -- Contribution from Other Employees -- TA on 9/13/12
19. Personnel File -- Employee Review -- TA on 9/13/12
20. Vacation -- TA on 9/13/12
21. Military Leave -- TA on 9/13/12
22. Leave of Absence - TA on 10/5/12
23. Termination of Employment (IRS Issue) -- TA on 9/13/12
24. Job sharing -- TA on 9/13/12
25. Vacation - When to be taken -- TA on 9/13/12
26. Placer County Code Updates -- TA on 9/13/12
28. Fitness for Duty -- TA on 10/19/12
29. Sick Leave -- How Taken -- TA on 10/19/12
30. Release During Initial Probationary Period -- TA on 10/19/12
31. County Policies -- TA on 10/19/12

DSA Proposals:

- 4 -- Rural Health Subsidy -- TA on 11/29/12
- 7 -- Canine Compensation -- TA on 11/29/12
- 8 -- Career and Education Incentive -- TA on 12/10/12
- 4 -- 9.11 -- SICK LEAVE BALANCES (MOU) -- TA on 10/5/12

Language not changed by this Tentative Agreement remains status quo

Dak 1/8/13
Mary Hill 1/8/13

For the County

1. [Signature] 1/8/13
[Signature] 1/8/13

For the DSA

8/30/12

#3 401(k) in lieu

ATTACHMENT #1

401(k) Contribution to a 401(k) Account In Lieu of Health Insurance (CMOU Section 6.1)

- a. ~~Effective pay period 12, November 6, 2010 for the 2011 benefit year, all PCDSA represented employees who elect to opt out of the CalPERS Health plan, because he/she has other coverage available, and elects to participate in the In Lieu of Health (ILH) option, will receive a flat dollar amount of \$150.00 per pay period to be contributed to their 401(k) account.~~
- b. ~~Effective pay period 12, November 5, 2011 for the 2012 benefit year, all PCDSA represented employees who elect to opt out of the CalPERS Health plan, because he/she has other coverage available, and elects to participate in the In Lieu of Health (ILH) option, will receive a flat dollar amount of \$130.00 per pay period to be contributed to their 401(k) account.~~

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 For the County
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TENTATIVE AGREEMENT 10/19/12

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COUNTY Dick 10/19/12

4. Dental Insurance (CMOU Section 6.2)

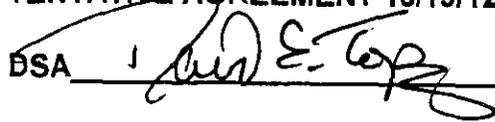
- a. ~~Effective pay period 16, January 1, 2011 for the 2011 benefit year all~~ **For the 2013 Benefit Year**, DSA represented employees will pay the following dental premiums:
 - 1) Employee Only = County Paid
 - 2) Family Coverage = \$680.00/month
- b. DSA represented employees will pay for the full cost for dependents and any future rate increases associated with dependent coverage in the dental plan. The County will continue to pay for the employee only cost.
- c. **Effective with the 2014 Benefit Year, dental premium cost sharing will be expanded to 3 tiers, with the County continuing to pay for the employee only cost.**

Example: The 2013 Benefit Year Tiers would be as follows:

<u>Employee only</u>	<u>County paid</u>
<u>Employee +1</u>	<u>\$39.86 / month</u>
<u>Employee + family</u>	<u>\$68.00 / month</u>

TENTATIVE AGREEMENT 10/19/12

DSA



COUNTY

 10/19/12

5. Health Care / Dependent Coverage (CMOU Section 6.3)

- a. ~~Effective pay period 12, November 7, 2009 all~~ **For the 2012 and 2013 Benefit Years**, DSA represented employees, including Tahoe employees, will pay 20% of the premium for any plan (excluding PERSCare which will be frozen at the monthly employer contribution of \$457.70 for employee only; \$915.38 for employee plus one; and \$1,190.00 for employee plus family coverage) for the duration of this agreement.
- b. **Effective with the 2014 Benefit Year, employees will pay 20% of the total health premium for any plan with the exception of PERSCare. For PERSCare the employee will pay 55% of the premium cost for any plan and the employer will pay 45% of the premium cost for that plan.**
- c. Tahoe Employees - The County will ~~continue to~~ provide a Rural Health Subsidy Allowance for Tahoe area employees ~~represented by DSA~~ which will be used for the reimbursement of medical expenses, as defined under IRS Code Section 213, ~~which are not covered by any other insurance plan~~. The reimbursement cannot cover employee premium payments.
 - 1) Employees who receive the 401(k) contribution in lieu of County paid health insurance will not be entitled to this benefit.
 - 2) Payment will be for reimbursement of actual medical expenses **under the CalPERS Health Program** during the associated calendar year and not reimbursable **or covered** under any other plan. Any unused balance will not be carried over to the following calendar year.
 - 3) ~~Effective January 1, 2010, t~~The Rural Health Subsidy ~~will increase~~ **is** as follows:
 - i. Employees who have one-party coverage will be entitled to receive a maximum of \$2,000 each calendar year.
 - ii. Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,000 each calendar year.

TENTATIVE AGREEMENT 10/19/12

DSA Paul E. Lopez COUNTY Dallas 10/19/12

6. Part-Time Pro-rated Benefits (CMOU Section 6.7)

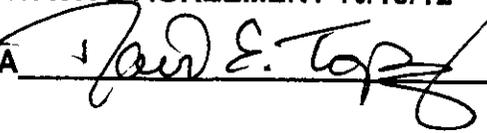
~~Part-time, prorated benefit tiers shall be changed to the proposed 3 tiers listed below.~~
Placement in the 3 tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year. Part-time Prorated Benefit Tiers are:

- ~~• 50% benefit = 20 hours/week~~
- ~~• 75% benefit = 21-31 hours/week~~
- ~~• 100% benefit = 32+ hours/week~~
- **50% benefit = 20 to 20.99 hours / week**
- **75% benefit = 21 to 31.99 hours / week**
- **100% benefits = 32+ hours / week**

Employees who work less than 20 hours per week (40 hours per pay period) including paypaid leave such as for vacation, sick leave, compensatory time off, etc. shall be charged for the full amount (employee & employer share) for all insurance premiums for each pay period they do not work the minimum number of hours in the previous 13 pay periods.

TENTATIVE AGREEMENT 10/19/12

DSA



COUNTY

 10/19/12

7. **Retiree Health Insurance Vesting** (CMOU Section 6.8) Attachment #2
Removed section related to legislation for 10 years of PERS service without a graduated benefit. All other provisions in this section remain status quo.

ATTACHMENT #2

Retiree Health Insurance Vesting (CMOU Section 6.8)

4. a. The parties agree that the County dollar contribution for PERS Retiree Group Health Insurance for employees and retirees of classifications represented by PCDSA will be the same for retired employees, as it is for active employees effective July 1, 2000. ~~The maximum employee/retiree contribution is based upon the existing PERS formula.~~
- b. ~~Effective July 13, 2004, implement the PERS contract option outlined in the New employees hired after January 1, 2005 will be covered by CalPERS Government Code Section 22893 (formerly G.C. Sec 22825.5) to require new employees hired after January 1, 2005 that requires the employee to have at least ten years of PERS service, of which five years must have been with Placer County, before becoming eligible for County-paid retiree health insurance. However, if during the term of this Agreement another PERS contract option becomes available that provides a vesting of at least ten years of PERS service, of which five years must have been with Placer County, without a graduated benefit, the County agrees to reopen negotiations regarding this new contract option.~~
- c. The parties agree that Placer County and the DSA will seek legislative amendments to the CalPERS PEMHCA Government Code to change eligibility for CalPERS Retiree Health Insurance vesting based upon CalPERS Service Credit earned with Placer County only and excludes other public service credit as part of the eligibility criteria. Under the changes sought a New Hire represented by DSA would need at least ten (10) years of Placer County service to receive 50% of the employer contribution, increasing by 5% for each additional year of Placer County service to a maximum of 100% at twenty (20) years of service.

#8 Vision Care

8/30/12

ATTACHMENT #3
Vision Care (CMOU Section 6.10)

- a. The County shall provide vision insurance at the 100% employee-only rate.
- b. ~~The County will provide~~ DSA employees have with the option of purchasing dependent vision coverage (under the county's current plan design) during an open enrollment period, and is 100% paid for by the employee.
- c. ~~Effective with the 2009 Open Enrollment period, there will be~~ There is a one-year lock in/lock out enrollment provision for adding and/or deleting dependents. Employees may add or delete dependents during the annual Open Enrollment period. Coverage changes will be effective January 1st of each year.

Dependent Vision coverage will mirror the employee's eligibility for health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents.

Family status changes such as birth, death, marriage, and divorce will still apply.

- d. The County will add a retired annuitant vision insurance program if and when a program becomes available through the State for public agency annuitants and is paid for 100% by the retiree.

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 For the County
 9/13/12

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#9 CTE Cash out

8/30/12

ATTACHMENT #4

Compensatory Time Cash Out (CMOU Section 7.2 / Code 3.04.240)

- a. In compliance with Title 29 Federal Regulations, employees will not be allowed to exceed the 480 hour compensatory time accrual limit in any pay period. CTE hours earned in excess of the 480 hour limit will be paid to the employee at the time earned in lieu of the accrual.
- b. Compensatory time earned and not used by the last day of the pay period that results in the last paycheck of the calendar year shall be carried forward into the next calendar year up to a maximum of eighty (80) hours. All CTE accumulated within the County's calendar year in excess of eighty (80) hours must be taken as time off or cashed out within the calendar year that it is earned or it shall be paid in cash on the last pay date of the calendar year (which is the same as the IRS tax year). CTE carry-over (up to the 80 hour maximum) will be transferred to a restricted CTE account. Bargaining unit members will be allowed to use the hours in the restricted CTE account as time off only. The restricted CTE account may never have a balance greater than eighty (80) hours, after the last paycheck in June 2012.
- c. ~~Carry over Transition Exception for January—June 2012: An employee may request to carry over more than 80 hours of CTE but not more than an additional 80 hours (for a total of 160 hours), on a one-time basis, to be used for planned medical or extraordinary personal reasons if that request is submitted to and approved by the appointing authority by December 15, 2011. All such leave requests will be forwarded to the County Executive Officer for final review and approval.~~

~~Hours approved under this exception will be transferred to the restricted CTE account. Employees approved for this additional CTE carry over will be allowed to use the hours in the restricted CTE account as time off only. Any unused CTE accumulated in this restricted account that is in excess of eighty (80) hours will be paid out in the last paycheck in June 2012.~~

- d. ~~Measure F Transition Adjustment: A bargaining unit member who is paid for CTE in excess of 80 hours in December 2011, in accordance with paragraph 1 above, shall be entitled to a one-time transition adjustment. Eligible active bargaining unit employees will be provided with an adjustment in pay period 1 which is paid on July 13, 2012, equal to the following: The employee's regular rate of pay in effect the first week of the last full two-week pay period in June 2012 (pay period 1), minus the regular rate of pay at cash out, multiplied by the number of CTE hours the employee had cashed out in December 2011.~~

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 For the County
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#10 Stand-by Pay 8/30/12

ATTACHMENT #5

Stand-by Pay (CMOU Section 7.4 / Code Section 3.04.290)

- 1. Stand-by duty requires the employee so assigned:
 - 1) to be ready to respond to calls for service; and
 - 2) to be reachable by telephone or radio; and
 - 3) to refrain from activities which might impair his/her ability to perform assigned duties.

- b. Stand-by duty may only be assigned by a Department Head, or his designated representative, ~~with the express approval of the County Executive as to classification and number of employees.~~

- c. Standby duty and standby compensation shall not be deemed overtime compensation for purposes of Section 3.04.230.

d. Stand-by duty shall be compensated at a flat rate of twenty-one dollars (\$21.00) for weekdays and twenty-four dollars (\$24.00) for weekends and holidays, for eight hours (one normal shift) of stand-duty, or any portion thereof, and shall be paid in the pay period it is earned. Weekdays are defined as Monday 12:01 a.m. through Friday midnight. Holidays are defined as the County declared holiday from 12:01 a.m. to midnight.

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 For the County
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#12 Tuition

8/30/12

**ATTACHMENT #7
Tuition Reimbursement (CMOU Section 8.4)**

The parties agree to modify Tuition reimbursement shall be to \$1,200 per fiscal year, instead of \$600 per semester.

OK

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for the County
9/13/12
Derek
Hick
TA

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Derek
9/13/12

ATTACHMENT #8a

Grievance Procedure (CMOU Article 4 & Placer County Code 3.08.290)

Purpose (CMOU Section 4.1)

- a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purpose of this procedure shall be to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
- c. Prior to utilizing the provisions herein, all persons having a grievance shall make every effort to resolve such grievance by discussion with the person causing the grievance. If the grievance is not resolved to the grievant's satisfaction, then the grievant may utilize the formal procedure outlined below.

Definitions (CMOU Section 4.2)

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the County and the Association involving the interpretation, application or enforcement of the express terms of this Agreement.
- b. The parties understand that the County Personnel Rules (Chapter 3) also govern certain terms and conditions of employment and a separate grievance procedure contained at Section 3.08.290 applies to alleged violations of those rules.
- c. As used in this procedure, the term "supervisor" means the individual who assigns, reviews or directs the work of employees.
- d. As used in this procedure, the term "party" means an employee, the Association, the County or their authorized representatives.

Grievance Procedure (CMOU Section 4.3 / Code Section 3.08.290)

STEP 1: Within ~~thirty (30)~~ sixty (60) calendar days after the occurrence of the events on which the grievance is based, the grievance shall be submitted in writing by the employee or his/her representative to the immediate supervisor. The supervisor shall meet and discuss the grievance with the employee and his/her representative, if any, and reply in writing to the employee within five (5) working calendar days.

~~**STEP 2:** In the event that a settlement is not affected, the written grievance will be presented within five (5) working days to the next level of supervision. The second level~~

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10/5/12
duo [signature]

T/A
10/5/12
van [signature]

supervisor or his/her representative shall have five (5) working days to investigate and render a written decision.

STEP 2: In the event that a mutually satisfactory solution has not been reached, the employee or his/her representative may submit the written grievance within five calendar days to the next level of supervision. The second level supervisor or his/her representative shall have seven calendar days to investigate and render a written decision.

~~STEP 3: If a mutually satisfactory resolution has not yet been reached, the grievant has five (5) working days to appeal in writing to the Department Head. After the receipt of the grievance, the Department Head or his/her representative shall have ten (10) working days in which to schedule such investigations or hearings as deemed necessary and render a written decision.~~

STEP 3: If a mutually satisfactory solution has not been reached, the employee or his/her representative has five calendar days to submit the grievance in writing to the department head. After the receipt of the grievance, the department head or his/her representative shall have fourteen (14) calendar days in which to schedule such investigations or hearings as deemed necessary and render a written decision.

STEP 4: If a mutually satisfactory resolution has not been reached, either party may ~~shall~~, within ~~five (5) working~~ **seven (7) calendar** days of issuance of the Department Head's written response, request the Personnel Director to attempt to mediate the grievance. The Personnel Director or his representative shall have ~~ten (10) working~~ **fourteen (14) calendar** days to ~~complete~~ *schedule* the mediation step. Either party may refuse to participate in mediation, without prejudice.

Initiation of Proceedings (CMOU Section 4.4 / County Code 3.08.300 A3a)

If the grievance is not settled at the ~~Departmental level~~ through the prior steps, the employee may submit a formal complaint in accordance with Chapter 3, Sections 3.08.300 - 3.08.340. Section 3.08.320 shall not be applicable to grievances.

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ATTACHMENT #8b

Grievance Procedure (Placer County Code 3.08.310, 3.08.330 & 3.08.340)

3.08.310 Grievance - Filing and service of complaint—Answer.

~~A. Complaint. DSA Represented Employees. Four copies of the complaint shall be filed with the civil service commission, in care of the personnel director not later than three days after the date of the complaint. All four copies shall be marked by the personnel director with the date on which they were filed. The personnel director shall:~~

- ~~1. Place one copy on file for the civil service commission.~~
- ~~2. Transmit one copy to the county counsel's office.~~
- ~~3. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the person accused of violating the civil service ordinance and/or rules.~~
- ~~4. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the department head of the department in which the violation or violations were alleged to have occurred.~~

~~B. Answer. DSA Represented Employees. The person charged and/or the department head of the department in which the alleged violation or violations occurred may answer the complaint, within ten (10) days, after the service thereof upon him or her. Four copies of the answer shall be filed with the civil service commission, in care of the personnel director and the personnel director shall stamp on each copy the date it was filed. The personnel director shall:~~

- ~~1. Place one copy on file for the civil service commission.~~
- ~~2. Transmit one copy to the county counsel's office.~~
- ~~3. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the person who signed the complaint.~~
- ~~4. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to either the department head of the department in which the alleged violation or violations occurred, if he or she is not the answering party, or to the accused, if he or she is not the answering party.~~

GA. Complaint. DSA Represented, PPEO Represented, Classified Management and Confidential Employees. The complainant must file five copies of the complaint with the civil service commission, in care of the personnel director not later than five calendar days after completion of the last step in the grievance process. All five copies shall be marked by the personnel director with the date on which they were filed. The personnel director shall:

- 1. Place one copy on file for the civil service commission.**
- 2. Transmit one copy to the county counsel's office.**

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3. Transmit, one copy by either personally serving it on, or mailing it, with return receipt requested, to the person accused of violating the civil service ordinance and/or rules, memorandum of understanding, and/or side letter agreement.

4. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the department head of the department in which the violation or violations were alleged to have occurred.

5. Transmit one copy to the County Executive's Office.

DB. Answer. DSA Represented, PPEO Represented, Classified Management and Confidential Employees. The person charged and/or the department head of the department in which the alleged violation or violations occurred may answer the complaint, within fourteen (14) calendar days, after the service thereof upon him or her. Five copies of the answer shall be filed with the civil service commission, in care of the personnel director and the personnel director shall stamp on each copy the date it was filed. The personnel director shall:

1. Place one copy on file for the civil service commission.

2. Transmit one copy to the county counsel's office.

3. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the person who signed the complaint.

4. Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to either the department head of the department in which the alleged violation or violations occurred, if he or she is not the answering party, or to the accused, if he or she is not the answering party.

5. Transmit one copy to the county executive's office.

3.08.330 ^{calendar} **Grievance - Hearing.**

Within twenty (20) days after the date of the preliminary hearing the civil service commission shall hold a hearing at a special meeting for the purpose of determining the validity of the charges made.

A. **Definition of Party.** For purpose of this section a "party" is defined as the complainant, the party accused, and the department head of the department in which the violation or violations alleged to have occurred.

B. **Attorneys.** Any party is entitled to be represented by private counsel. The county counsel, or deputy, may participate in the examination of witnesses.

C. **Private Hearings.**

~~1. DSA Represented Employees. Said hearings shall be private, and all persons other than the parties, their attorneys, the civil service commission, the court reporter, the county counsel and deputies, and witnesses who are actually testifying shall be excluded unless the person accused and the department head of the department in which the violations are alleged to have occurred jointly file a written~~

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~~request for a public hearing with the civil service commission, in care of the director of personnel, at least five days prior to the date of said hearing.~~

2. ~~DSA Represented~~, PPEO Represented, Classified Management and Confidential Employees. Said hearings shall be private, and all persons other than the parties, their attorneys, the civil service commission, the personnel director, the clerk to the civil service commission, the court reporter, the county counsel and deputies, and witnesses who are actually testifying shall be excluded unless the person accused and the department head of the department in which the violations are alleged to have occurred jointly file a written request for a public hearing with the civil service commission, in care of the director of personnel, at least seven calendar days prior to the date of said hearing.

D. Evidence.

1. Order of Evidence. The person who signed the complaint shall first present evidence of the charges alleged. The person charged and/or the department head of the department in which the alleged violation or violations occurred may then present evidence in his or her behalf.

2. Relevancy.

a. ~~DSA Represented Employees. Only the evidence which is relevant and material to the allegations of violations of the civil service ordinance and/or the civil service rules shall be admissible into evidence.~~

b. ~~DSA Represented~~, PPEO Represented, Classified Management and Confidential Employees. Only the evidence which is relevant and material to the allegations of violations shall be admissible into evidence.

E. Court Reporters. No evidence shall be received by the commission unless all proceedings are reported or otherwise suitably recorded.

F. Subpoenas. The clerk to the civil service commission is authorized to issue subpoenas for the purpose of compelling the attendance of witnesses at the hearing conducted pursuant to this rule.

G. Records.

1. ~~DSA Represented Employees. Upon demand of the chairperson of the civil service commission, the personnel director shall make available to the commission and/or any party to the proceeding any personnel record document, or writing in his or her office which the chairperson of the commission deems relevant to the charges made.~~

2. ~~DSA Represented~~, PPEO Represented, Classified Management and Confidential Employees. Upon demand of the chairperson of the civil service commission, the personnel director shall make available to the commission and/or any party to the proceeding any personnel record or existing document, in his or her office which the chairperson of the commission deems relevant to the charges made.

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H. Conclusion.

~~1. DSA Represented Employees. If, after the presentation of all the evidence, the civil service commission is convinced by a preponderance of the evidence of the truth of the charges in the complaint, the commission shall afford the complainant any relief requested and if the person against whom the grievance is filed fails to comply with the civil service commission decision, the civil service commission shall direct the commission's counsel to take appropriate civil legal action against the person or persons charged. If the commission is not so convinced of the truth of the charges, the commission may afford the complainant any relief requested, or modify it in whole or in part, it shall announce this fact at its next regular meeting. The decision of the commission shall be final except as provided in Part 12 of these rules.~~

2. DSA Represented, PPEO Represented, Classified Management and Confidential Employees. If, after the presentation of all the evidence, the civil service commission is convinced by a preponderance of the evidence of the truth of the charges in the complaint, the commission shall afford the complainant any relief requested and if the person against whom the grievance is filed fails to comply with the civil service commission decision, the civil service commission shall direct the commission's counsel to take appropriate action against the person or persons charged. If the commission is not so convinced of the charges, the commission may deny the grievance, in whole or in part. If partially denied, the commission may, if appropriate, afford the complainant partial relief. The commission shall announce the decision at its next regular meeting. The decision of the commission shall be final.

3.08.340 Grievance - Dismissal of action.

A. By Complaining Party. At any time prior to the conclusion of the hearings, the complaining party may, with the consent of the civil service commission, withdraw his or her complaint and dismiss the action.

B. Limitation of Action.

~~1. DSA Represented Employees. The civil service commission shall dismiss any charge in the complaint when it appears that the complaint was filed more than sixty (60) days after the date of the alleged violation.~~

2. DSA Represented, PPEO Represented, Classified Management and Confidential Employees. The civil service commission shall dismiss any charge in the complaint when step 1 of the grievance was filed more than sixty (60) calendar days after the date of the alleged violation.

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ATTACHMENT #9

Organizational Leave - Release Time (CMOU Section 3.3)

The parties agree that the policy of the Sheriff, District Attorney and Health & Human Services Departments is to allow the Association's board members paid release time to personnel carrying out Association business, ~~in the capacity of a Board member~~ Up to four hundred (400) hours per calendar year of paid release time ~~per calendar year~~ is granted collectively to the Associations board member employees designated by the Association. This release time is subject to approval of the appropriate Department Head or their designee, ~~for attending to Association business as directed by the Association Board of Directors.~~

A record of release time granted will be documented on the Board member's time sheet and maintained by the payroll unit for the appropriate department.

~~In addition to the foregoing,~~ Association representatives engaged in collective bargaining shall be allowed additional reasonable release time to participate in ~~for~~ actual negotiations at the bargaining table. For this purpose only, ~~Upon demonstration of good cause the appropriate Department Head may grant additional~~ release time in excess of four hundred (400) hours in a calendar year.

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TENTATIVE AGREEMENT 10/19/12

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16. ~~8.~~ Investigator - Welfare Fraud Classifications / Work-related Disability Program (CMOU Section 9.6)

~~Employees in the classification series of Investigator - Welfare Fraud, who are temporarily disabled by an injury or illness, arising out of and in the course of employment shall be eligible for full salary in lieu of temporary disability benefits for a maximum period of up to one year or upon return to work or separation from County employment. This section shall apply only to employees in the series of Investigator - Welfare Fraud.~~

#17 Holiday

ATTACHMENT #11

Holiday (CMOU Section 9.3 / County Code 3.04.800)

~~A Holiday Credit Account will be created for the purpose of banking holiday hours that are earned by either a full-time or part-time employee for a holiday that falls on the employee's regularly scheduled day off. This Holiday Credit Account is different than and not subject to the same rules of use as vacation, sick leave, CTO and/or other leave accounts and may be used only pursuant to the use set forth under the terms of this agreement.~~

County holidays will be administered according to the following provisions:

- a. For county holidays falling on a Saturday, employees shall be entitled to a holiday the preceding Friday. For county holidays falling on a Sunday employees shall be entitled to a holiday the following Monday.
- b. 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. Rounding will occur to one decimal place
 - Example: $29 \text{ standard hours} / 40\text{-hour week} = .725 \times 8 = 5.8 \text{ holiday hours off with pay.}$
- c. Holiday Overtime - 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.
 - 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.
 - A part-time employee who works on a holiday shall be entitled to either holiday overtime, or compensatory time off regardless of the number of hours he/she has worked in the holiday week.
- d. ~~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 shall have an additional eight hours credited to his/her holiday credit account.~~
- e. If an employee works on a holiday on what would have been an employee's regular work day, the earnings received for working on the holiday, up to a maximum of 8 hours, is a PERSable earning reported as special compensation ONLY when working on the holiday is not discretionary due to

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the business being performed, i.e., Jail. This provision will be monitored for compliance with the Public Employees' Retirement System's (PERS) requirements.

- Any hours worked over 8 on a holiday are considered regular overtime and not reportable to PERS.
- f. An employee who works on a holiday at the discretion of the supervisor or manager is not eligible to have the compensation reported to PERS as special compensation.
- g. The work schedule or RDO of an employee on a 9/80 alternative work schedule may not be changed to accommodate holiday work schedule issues.
- h. Employees on alternative works schedules shall be required to use leave balances when a holiday falls on a regularly scheduled work day to make up the difference between the holiday hours and the number of hours he/she would normally have worked. The only exceptions to this provision are:
- The employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours, or
 - 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.
- i. 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 a 4/10 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time.
- 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.
- j. ~~A part-time employee shall be paid for county holidays that fall on his/her normal day off, at their base hourly rate of pay, in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee unless he/she requests, in writing, that the holiday hours be added to his/her holiday credit account.~~
- ~~If the pro-rated paid holiday hours result in the employee receiving less pay than he/she would normally be scheduled to receive during a holiday~~

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~~week, his/her vacation, holiday credit or compensatory time off 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.~~

j. 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.

• If the pro-rated paid holiday hours result in the employee receiving less pay than he/she would normally be scheduled to receive during a holiday week, his/her vacation, holiday credit or compensatory time off 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.

k. An employee must be in a paid status on his/her regularly scheduled workday preceding a holiday to be eligible to receive paid holiday hours.

~~l. 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 Workers' Compensation (WC) benefits.~~

~~m. 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.~~

~~n. Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employee's final paycheck.~~

Holiday Credit Accounts (CMOU Section 9.3 / County Code 3.04.830)

a. A holiday credit account will be created for the purpose of banking holiday hours that are earned by either a full-time or part-time employee for a holiday that falls on the employee's regularly scheduled day off. This holiday credit account is different than and not subject to the same rules of use as vacation, sick leave, CTO and/or other leave accounts and may be used only pursuant to the terms contained in this section.

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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 shall have an additional eight hours credited to his/her holiday credit account.

c. A part-time employee shall be paid for county holidays that fall on his/her normal day off, at their base hourly rate of pay, in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee unless he/she requests, in writing, that the holiday hours be added to his/her holiday credit account.

d. Any request to use holiday credit banked for personal time off must be made at least forty-eight (48) hours in advance. Holiday credit banked hours may be used for integration with Workers' Compensation (WC) benefits.

e. All holiday credit banked hours not used by the end of the pay period for the last pay check of the calendar year, after adjusting the balance for any hours earned or used during that same pay period, shall be paid in cash in the last pay check of the calendar year. No holiday credit hours will carry forward into the following calendar year.

f. Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employees final pay check.

g. While on a leave of absence, employees will be required to use all holiday credit hours prior to going into an unpaid status. If integrating with Worker's Compensation benefits, unpaid hours will be authorized for only the amount of time required for integration purposes.

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ATTACHMENT #12

Sick Leave – Contribution from Other Employees (CMOU Section 9.8 / County Code 3.04.450) OK

Permanent employees shall be entitled to voluntarily donate vacation hours to another employee, based on the following criteria:

- a. To be eligible, an employee, or immediate family member, must have a verifiable long-term illness or injury of at least 90 days, i.e., cancer, heart attack, stroke, serious injury, etc., and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.
- b. Donations shall be made to specified individuals only.
- c. The receipt of donated hours shall not count as time worked for the purpose of fulfilling the required probationary service period.
- d. Donated vacation hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Example: Employee A is at \$10 per hour and donates one hour to Employee B who is making \$5 per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (½) hour increment.
- e. Once donated to an individual, vacation hours cannot be reclaimed by donor. Example: A donates five (5) vacation days to B. B needs to use only four (4) days, and then returns to work. The remaining day is B's to keep - it does not revert to A's vacation account.
- f. When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave time.
- g. The maximum time that may be initially donated into an employee's account is 1040 hours. ~~Additional time may be donated in amounts not exceeding 1040 hours to a maximum of 4160 hours (equivalent to 2 years full-time employment). To be eligible to receive more than the original 1040 hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.~~

Employees will receive the donated hours incrementally, based upon the duration of the leave and the number of hours needed to receive their regular pay less any worker's compensation benefits.

- h. In no event shall donated time have the effect of altering the employment rights of the County or the recipient employee, nor shall it extend or alter the limitations

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otherwise applicable to leaves of absence or sick leave.

- i. The **employee's** Association will be responsible for securing donations to the Sick Leave accounts.
- j. Sick Leave Contributions – Donation of Vacation Hours - Receipt of vacation contributions, which are converted to sick leave hours, from another employee to an employee on probation, does not count as time worked for the purpose of fulfilling the required probationary service time.
- k. **The employee must provide certification from a health care provider of the medical need, for either the employee or their immediate family member that requires the employee's prolonged absence from work. The employee will also certify he/she has, or will soon, exhaust all of their paid leave time available which will result in a substantial loss of income to the employee.**

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#19 Personnel File

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Attachment #13

PERSONNEL FILE (CMOU Section 14.6 / Code Section 3.04.160 and 3.04.170)

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1) Personnel File - Employee Review:

The Appointing Authority shall, at reasonable times, upon the request of an employee, permit the employee to inspect his official personnel file in the Personnel Department during normal working hours in accordance with the provisions of Labor Code Section 1198.5. ~~The Appointing Authority may, in his discretion, require that the employee be charged with vacation time or compensatory time off.~~

Adverse Comments:

No employee shall have any adverse entry made in the Departmental personnel file until such entry has first been discussed with such employee, the employee has read such entry, and the employee has signed such entry or refused to sign such entry; in such latter event, a written notation shall be made on such entry that the employee refused to sign such entry. A signing is not an admission by the employee of the truth of such entry, but rather only an acknowledgment of notification.

Such employee shall have the right, whether or not he signs the entry, within thirty (30) working days following the entry of such material in the Departmental file, to file in said file a written response admitting or denying, in whole or in part, the truth of entry. Such written response shall be physically attached to the original entry.

2) Disclosure

2)a) The Appointing Authority, or designee, shall follow rules as set out by the Public Safety Officers Procedural Bill of Rights Act for disclosure of information that may be used for any promotion, punitive action or other administrative proceedings, including but not limited to civil actions regarding an employee.

1) ~~There shall be no secret file kept by the Sheriff or by any of his/her employees, administrators or other officers or agents unless such file is designated "Confidential to the Officer". In the event such file is designated as "Confidential to the Officer" it shall be subject to exclusion in any proceeding or in consideration for any promotion, assignment, punitive action, performance evaluation, or other administrative proceedings, including, but not limited to, civil actions regarding an employee.~~

2) ~~A "secret" file shall be defined as follows: Any employee file, notes, tape recordings, computerized records, photographs or any other device utilized for the purpose of communication to which the employee has not been made aware and has not had the opportunity to respond accordingly.~~

3) ~~Any file as referred to in Paragraphs 1 and 2 above which have been deemed~~

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~~"Confidential to the Officer" at the conclusion of the investigation and not made available to the employee, shall be prohibited from use as evidence in any administrative proceeding or civil or criminal proceeding when personnel records are produced pursuant to 1043-1045 of the Evidence code.~~

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#20 Vacation

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ATTACHMENT #14

Vacation (CMOU Section 9.12 / County Code 3.04.470)

Each permanent, full-time employee having the following years of service shall earn the following hours vacation for each paid regularly scheduled working hour, but not to exceed credit for more than eighty (80) regularly scheduled working hours in any pay period.

YEARS OF SERVICE / EARNED PER HOUR

- ~~0 - 2 .0385~~
- ~~3 - 4 .0461~~
- ~~5 - 9 .0577~~
- ~~10 - 19 .0769~~
- ~~20 and more .0962~~

No credit shall be given until a new employee has completed thirteen (13) continuous, complete pay periods. At the completion of thirteen (13) pay periods, he/she will be credited for the thirteen (13) pay periods worked. Each pay period thereafter, vacation earned shall be added to the employee's vacation accumulation account upon the completion of the pay period, with no credit to be applied during progress of the pay period.

A full-time employee with less than ten (10) continuous years of County service shall not have in his vacation account more than 400 hours.

A full-time employee with more than ten (10) continuous years of County service shall not have in his vacation account more than 520 hours.

Part-time employees shall not have a percentage greater than that which their work hours bear to a full-time position. Half-time employees, for example shall not have more than 200 hours.

- a. Each permanent employee having the following service hours shall accrue at the following vacation rate for each hour in paid status, not including overtime, and not to exceed credit for more than eighty (80) hours in paid status in any one pay period.

<u>Hours of Service</u>	<u>Earned per Hour*</u>
0 - 4,160 hours	.0385
4,161 - 8,320 hours	.0461
8,321 - 18,720 hours	.0577
18,721 - 39,520 hours	.0769
39,521 hours or more	.0962

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Note:

*** Per year equivalents are:**

- .0385 = 10 days
- .0461 = 12 days
- .0577 = 15 days
- .0769 = 20 days
- .0962 = 25 days

2,080 hours = one year of full-time equivalent service

New vacation accrual rates begin within the pay period where the required hours in paid status are completed.

b. No vacation credit shall be given until a new employee has completed one thousand forty (1,040) paid hours, excluding overtime. At the completion of one thousand forty (1,040) paid hours (excluding overtime), the employee will be credited for the prorated vacation hours based upon the hours in paid status. Each pay period thereafter, vacation earned shall be added to the employee's vacation account upon the completion of the pay period, with no credit to be applied during progress of the pay period.

c. An employee with less than twenty thousand eight hundred (20,800) paid regular hours (ten continuous years of county service), shall not have in his or her vacation account more than four hundred (400) hours.

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d. An employee with more than twenty thousand eight hundred (20,800) paid regular hours (ten continuous years of county service) shall not have in his vacation account more than five hundred twenty (520) hours.

~~* PAC STUBS / PAC ROLL SYSTEM
STATUS TO EMPLOYEES~~

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#21 Military Leave

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ATTACHMENT #15

Military Leave (CMOU Section 9.13 / County Code 3.04.560)

~~a. Military leaves shall be governed by the provisions of the Military and Veteran's Code.~~

~~• Comply with the State Military and Veterans Code; 30 calendar days per fiscal year instead of the current 173.33 hours.~~

a. **Military leaves shall comply with the laws governing military leaves.**

b. Worldwide Terrorist Crisis. Any employee who, as a member of the National Guard or a United States Military reserve organization, is involuntarily called into active duty as a result of the worldwide terrorist crisis, shall be entitled to receive, for a period not to exceed fifty-two (52) county pay periods the difference between the amount of the employee's military pay and the amount the employee would have received had the employee worked his/her normal scheduled hours and the normal benefits to which the employee would have been entitled, had the individual not been called to active duty.

The purpose for such call to active service shall have been to respond to the September 11, 2001 terrorist attacks or related extraordinary circumstances including filling behind other military personnel who have been called to such duty and shall not include scheduled training, drills, unit training assemblies or similar events. The provisions of this section shall not apply to any active duty served voluntarily. The provisions of this section shall not apply to any employee who has been dishonorably discharged for conduct occurring during the compensation period.

The amounts authorized by this section shall be offset by amounts required to be paid by any other law in order that the employee not receive more than his/her regular county compensation.

Any employee who received compensation pursuant to this section who does not return to county service within thirty (30) days of being released from active duty, unless said individual is unable to return due to disability, or who is subsequently determined to have improperly received any compensation, shall have all such compensation received under this section deemed a loan payable with interest. The interest rate shall be based upon the earnings rate for money on deposit in the county during the period in which the pay was received. Such loan shall be payable in equal monthly installments over a period not to exceed five years commencing ninety (90) days after the employee's release from active service or return to fitness for employment.

c. ~~Any employee on 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:~~

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~~i. Continue to accrue vacation hours until he or she returns to work;
or~~

~~ii. At the discretion of his or her appointing authority 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.~~

**Any employee on active military leave qualifying under Section 3.04.560(B)
and reaching the maximum vacation accrual limit as of the time specified in
subsection B of this section will, upon his/her return to work be paid in
cash, the salary equivalent of hours that would have accrued while on
leave in excess of the maximum vacation accrual limit.**

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#22 LOA

ATTACHMENT #16a

Leave of Absence (CMOU Section 9.14 / Code Sections 3.04.390 and 3.04.395)

~~Employees absent on a medical leave of absence shall not be permitted to return to duty without a health care provider's certificate attesting to the employee's ability to perform his or her normal duties.~~

Health Insurance Continuation

- ~~a. For those employees who are on a medical leave of absence under the family care leave Section 3.04.540, the county will pay its normal contribution for group medical insurance for the first twelve (12) workweeks of the leave in a twelve (12) month period. The employee will be responsible for their customary share of health insurance premium if any. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.~~
- ~~b. If the medical leave of absence under the family care leave Section 3.04.540, extends beyond the first twelve (12) workweeks, the county will continue to pay its normal contribution for group medical insurance as long as the employee continues to utilize leave balances. Once leave balances have been exhausted, the employee will be responsible for the entire group medical premium (county share and employee share) for the remainder of the leave. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.~~
- ~~c. For those employees on a medical leave and not eligible for the family care leave under Section 3.04.540, the county will pay its normal contribution for group medical insurance while the employee utilizes leave balances. Once the employee exhausts leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share). This does not include payment for dental, vision, life or accidental death insurance.~~
- ~~d. The county will pay the group medical insurance premium for any employee covered by the county's group medical insurance plan who is on a medical leave and whose illness or injury has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary, accrued sick leave, vacation and compensatory time off for a period not to exceed a maximum of six months for employees on a medical leave of absence without pay.~~

a. For those employees who are on a medical leave of absence in a paid status and covered by the Family Medical Leave Act/California Family Rights Act

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(FMLA/CFRA), Section 3.04.540, the County will pay its normal contribution for all insurance programs for the FMLA/CFRA period. The employee will be responsible for their share of the insurance premiums.

b. For those employees who are on a medical leave of absence in an unpaid status and covered by FMLA/CFRA, Section 3.04.540, the County will pay its normal contribution for health, dental and vision insurance for the FMLA/CFRA period. The employee will be responsible for their share of health, dental and vision premiums. The employee will be responsible for any premium payments (both county and employee share) associated with any other insurance programs in which he/she is enrolled. If the employee fails to return to work from medical leave, the employee will reimburse the County for premiums paid on the employee's behalf.

c. If the medical leave of absence under the FMLA/CFRA, Section 3.04.540 extends beyond the FMLA/CFRA period, the County will continue to pay its normal contribution for group insurance premiums while the employee is in a paid status and the employee will be responsible for their share of insurance premiums. Health insurance premiums will continue to be paid by the employer during the first three months of leave after leave balances are exhausted. Three months following the exhaustion of all paid leave balances or FMLA/CFRA leave (whichever is later) the employee will be responsible for both the County share and the employee share of all the group insurance premiums for the remainder of the approved leave. This includes payment for health, dental, vision, life, accidental death insurance or other County insurance programs.

d. For those employees on a medical leave and not eligible for the FMLA/CFRA leave under Section 3.04.540, the County will pay its normal contribution for group insurance premiums while the employee is in a paid status. Once the employee exhausts all leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share).

Pregnancy Disability Leave. (CMOU 9.14 / County Code Section 3.04.530 B)-An appointing authority shall grant not less than four months pregnancy disability leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving pregnancy disability leaves in excess of four months subject to the terms and conditions stated in subsection B of this section or Section 3.04.540, family care and medical leave.

An appointing authority shall grant up to four months pregnancy disability leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving pregnancy disability leaves in excess of four months subject to the

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terms and conditions stated in subsection B of this section or Section 3.04.540, FMLA/CFRA medical leave.

Short-term Leaves (County Code Section 3.04.530 C)

~~Temporary Leaves. Temporary leaves may be granted without pay by the appointing authority for a temporary period which shall not exceed thirty (30) days. Upon granting the temporary leave, the appointing authority shall immediately notify the personnel director, in writing, of the fact of the leave, the length thereof, and the reasons therefore. Leaves of absence of five days or less during each fiscal year need not be reported to the personnel director.~~ **Short-term leaves for illness, disability or personal reasons may be granted by the appointing authority for a short term period which shall not exceed thirty (30) days. Upon granting the short-term leave, the appointing authority shall immediately notify the personnel director, in writing, of the leave, the length thereof, and the reasons therefore.**

Use of Leave Balances (County Code 3.04.530 E)

An employee granted a leave of absence shall be required to utilize all leave balances (with the exception of sick leave while on a personal or education leave) for the duration of the leave or until his or her leave balances have been exhausted. Once such leave balances have been exhausted, the employee will be placed ~~on~~ in an unpaid ~~status~~ leave of absence for the duration of the approved leave.

Family Care and Medical Leave (CMOU 9.1 / County Code 3.04.540)

In conjunction with California Government Code Section 12945.2 as well as the Family Medical Leave Act, 29 CFR Part 825, the Placer County Code Section 3.04.540 apply for implementation of the Family Medical Leave Act and California Family Rights Act (FMLA/CFRA) related leaves. These provisions are separate and distinct from any other leave provisions. The appointing authority shall require the employee to utilize leave balances during this period. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave. Extend the FMLA timelines for qualifying for FMLA leave from 3 days to 14 days.

Return from Leave of Absence (County Code 3.04.580)

~~When returning to work following a medical leave of absence, the employee must provide a health care provider's certificate stating the effective date of the return to work and attesting to the employee's ability to perform his or her normal duties.~~

When returning to work following a medical leave of absence, the employee must provide a health care provider's certificate stating the effective date of the return to work and attesting to the employee's ability to return to work. If requesting to return to work with medical limitations, the employee must provide a certification from a health care provider stating the specific limitations, anticipated duration of the limitations, and the expected date of release to full duty.

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ATTACHMENT 16b (County Code Only)

3.04.540 Family Medical Leave Act, California Family Rights Act and related leaves. In conjunction with California Government Code Section 12945.2 as well as the Family Medical Leave Act, 29 CFR Part 825, the following circumstances and conditions apply to Family Medical Leave Act and California Family Rights Act (FMLA/CFRA) related leaves. These provisions are separate and distinct from any other leave provisions.

A. Eligibility.

~~1. DSA Represented Employees. Full time and part time employees in a regular position with more than one year of continuous service are eligible for family care or medical leave.~~

2. **DSA Represented**, PPEO Represented, Management, Confidential and Unclassified Non-management Employees.

- a. Employees are eligible who are employed for at least twelve (12) months, and
- b. Employees are eligible who have been paid for at least 1,250 hours during the twelve (12) month period immediately preceding the beginning of the leave.
- c. Rolling Period

1. **DSA Represented**, PPEO Represented and Unclassified Non-management Employees. The twelve (12) month period is a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2. Management and Confidential Employees. The twelve (12) month period is a rolling twelve (12) month period measured forward from the first date leave is taken and continuous with each additional leave day taken.

B. Leave Description. A FMLA/CFRA leave may be taken for the following reasons:

~~1. DSA Represented Employees.~~

~~a. The birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care of the child by the employees.~~

~~b. To care for a parent, spouse or the child who has a serious health condition. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that warrants the participation of a family member to provide care during a period of the treatment or supervision of the parent, spouse or child and involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.~~

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~~c. The employee's own serious health condition. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that prevents the employee from performing the functions of his/her position which involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.~~

2. **DSA Represented, PPEO Represented, Management, Confidential and Unclassified Non-management Employees.**

a. The birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care of the child by the employee.

b. To care for the employee's parent, spouse or domestic partner, or the child who has a serious health condition.

c. The employee's own serious health condition that makes the employee unable to perform the functions of his or her position, including incapacity due to pregnancy, prenatal medical care or child birth.

d. To be taken arising out of the fact that an employee's spouse, son, daughter or parent is on active duty, or called to active duty status in the National Guard or Reserves in support of a contingency operation.

e. To care for a spouse, son or daughter, parent or "next of kin" service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty. This leave can run up to 26 weeks of unpaid leave during a single twelve (12) month period.

f. FMLA/CFRA Terms.

i. Employee's Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of his/her position.

ii. Family Member's Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents the qualified family member from participating in school or other work activities.

iii. Child means a child under the age of eighteen (18) years of age, or eighteen (18) years or older, who is incapable of self care because of mental or physical ability. An employee's child is one for whom the employee has actual day to day responsibility for care and includes a biological, adopted, foster or step child.

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~~ii. Additional leave may be granted according to the provisions of Section 3.04.530(A), Extended Leaves.~~

~~f. Family care leave shall be no more than one month (for a total of five months) when used in conjunction with the maximum leave under Government Code Section 12945 (pregnancy disability leave). Section 12945 allows up to four months leave for employees who are disabled due to pregnancy, childbirth or related medical conditions.~~

~~g. The appointing authority may require the employee to use any accrued vacation or compensating time off during this period. For DSA represented employees, the appointing authority shall require the employee to utilize leave balances during this period. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave.~~

2. DSA Represented, PPEO Represented, Management, Confidential and Unclassified Non-management Employees.

a. Eligible employees are entitled to a total of twelve (12) workweeks, or to care for a covered service member twenty-six (26) weeks of leave, during any twelve (12) month period. Where the FMLA qualifies for both a military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. For eligible employees who work part time, the number of working days that constitute the twelve (12) weeks is calculated on a prorated, or proportional basis

b. For baby bonding leave taken for reason of the birth, adoption or foster placement of a child, the leave shall be concluded within one year of the birth or placement of the child with the employee. An employee may request a baby bonding leave of at least one day but less than two weeks duration on any two occasions during this period. When both parents are employed by the County and are entitled to leave under this section, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if the leave is taken for the birth or placement for adoption or foster care of the employees' child.

c. Leave to care for a child, parent or spouse with a serious health condition may be taken intermittently, when medically necessary, including but not limited to reduced workweek or workday.

d. When the employee's serious health condition warrants medical leave, because the employee is unable to perform the functions of his or her position, leave may be taken up to twelve (12) workweeks in any twelve (12) month period.

i. A serious health condition medical leave may be taken intermittently, when medically necessary, including but not limited to reduced workweek or workday.

ii. Additional leave may be granted according to the provisions of Section 3.04.530(A), Extended Leaves.

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e. The appointing authority shall require the employee to utilize all leave balances during this period.

f. PPEO Represented Employees. SDI payments shall be integrated with accrued county sick leave until exhausted, then other paid leave time shall be used for SDI integration.

D. Application and Certification. * * *

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Attachment #17

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. PPEO General and Professional Units, Management, Confidential and Unclassified (Nonmanagement) Employees. 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 or her 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 (40) 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.

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L. Deputy Sheriffs' Association Employees. Any employee represented by the DSA retiring from county service and eligible to receive California Public Employees' Retirement System (CalPERS) 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 retiree, all or part of the employee's accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at five 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 3, July 23, 2004 at five p.m., may be used to apply toward the early retirement benefit. 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 five p.m., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit; or

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. Ten (10) years of full time and continuous employment with Placer County (twenty thousand eight hundred (20,800) paid hours exclusive of overtime) equals a fifty (50) percent cash out,

b. Each additional year of full time and continuous employment (two thousand eighty (2,080) paid hours exclusive of overtime) with Placer County equals an additional

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five percent cash out up to a maximum of one hundred (100) percent of the accrued balance at forty-one thousand six hundred (41,600) paid hours exclusive of overtime (twenty (20) years); or

3. The cash value of all eligible sick leave may be deposited into a deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations and the following schedule:

a. One hundred (100) percent of the accumulated sick leave balance that was on record at the end of pay period 3, July 23, 2004,

b. Fifty (50) percent of the accumulated sick leave balance on record with twenty thousand eight hundred (20,800) paid hours exclusive of overtime (ten (10) years) of continuous employment with Placer County, five percent additional cash-out for each additional year of full-time and continuous year of employment with Placer County up to a maximum of one hundred (100) percent of the accrued balance being cashed out at forty-one thousand six hundred (41,600) hours (twenty (20) years),

c. If the employee chooses the option of having the sick leave cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee;

4. ~~Employees covered by the CalPERS miscellaneous retirement plan may convert accumulated unused sick leave to CalPERS service credit pursuant to Government Code Section 20965.~~

M. Safety Management Employees and Elected Safety Management. Any safety management employee retiring from county service and eligible to receive State Employee Retirement System benefits at the time of such retirement, may select from 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:

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#24 Job Sharing

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Attachment #18

3.04.090 Job sharing.

A. Definition. "Job sharing" means a voluntary arrangement in which two employees collectively fill one full-time allocated position on a fifty-fifty basis.

B. Policy. It is the policy of Placer County to permit job sharing except in management and supervisory positions, and other positions which the department head, in his or her judgment, deems it not conducive to the efficient and effective operation of the department. Any request for job sharing must be approved by the department head and the county executive officer.

C. ~~DSA Represented Employees—Employees' Responsibilities to Pay for Increased Fixed Benefit Costs.~~ Each employee participating in a job sharing position shall receive only half of the maximum fixed benefit cost paid by the county and allowable for one full-time position. These costs would relate to such items as medical insurance, uniform allowance, etc.

D. ~~PPEO Represented, Confidential and Unclassified Non-management Employees—Employee' Responsibilities to Pay for Increased Fixed Benefit Costs.~~ Any employee who is approved to participate in job sharing on or after December 1, 2011, shall receive benefits in accordance with the part-time prorated benefit tiers.

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#25 Variation

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Attachment #19

3.04.490 Vacation - When to be taken.

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A. The time at which vacation leave shall be taken shall be determined by the appointing authority.

1. DSA Represented and Management, Confidential and Unclassified Non-management. 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. An employee on a leave of absence shall be required to use accrued vacation after sick leave has been exhausted for his or her regular work schedule prior to taking unpaid leave.

2. PPEO Represented Employees. If the appointing authority does not provide a specific time for vacation leave, an employee may take, as a matter of right, by giving written 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. The department head or designee shall approve, disapprove or modify a vacation request within ten (10) 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. DSA Represented Employees. 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.~~

~~CD. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. An employee on a medical leave of absence shall be required to use accrued vacation hours after sick leave hours have been exhausted prior to going into an unpaid status.~~

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#26 PCC Updates

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Attachment #20
County Code Updates

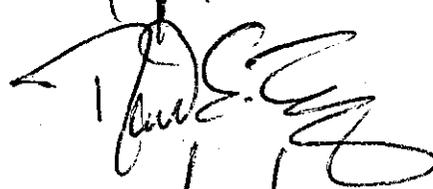
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~~3.04.210 Overtime limit Sixteen hours/pay period Forty hours cumulative.~~

~~DSA Represented Employees. No employee shall be worked more than sixteen (16) hours (and receive pay for twenty four (24) hours at a time and one half rate) in any pay period, nor accumulate more than forty (40) hours CTO (26.6 hours at a time and one half rate) without the express prior approval of the county executive's office. (See Section 3.04.260.) Off duty time spent as a witness in court in connection with regular duties as a county employee shall not be included within the sixteen (16) hours. Whenever such CTO balance reaches forty (40) hours, no further overtime work shall be assigned to such employee without the express written prior approval of the county executive.~~

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3.04.370 Limitations, general.

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

2. Where an employee has less than three days accumulated sick leave and/or vacation, the employee may take up to three days leave without pay because of a death in the employee's family, as defined in Section 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. Deputy Sheriff's Association Employees. Employees absent on a medical leave of absence shall not be permitted to return to duty without a health care provider's certificate attesting to the employee's ability to perform his or her normal duties.~~

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3.04.410 Evidence of illness.

A. For absences of four to nine days, the department head may require satisfactory evidence of the employee's or family member's incapacity for such period and may, in the sound exercise of his or her discretion, require a certificate of a physician attesting to the employee's or family member's incapacity.

B. For absences of ten (10) days or more, the personnel director shall require a certificate of a physician attesting to the employee's or family member's incapacity for such period.

C. In cases of suspected sick leave misuse, the appointing authority or designate shall advise and counsel the employee as to the nature of the suspected misuse. The employee shall be notified that a physician's certificate substantiating illness or injury may be required should the alleged misuse continue. Failure to submit or substantiate support of illness or injury may result in sick leave being denied.

D. For DSA represented employees, evidence of illness shall include patient's prognosis, employee dates of absence, expected date of return to work, restrictions if any and/or successive periods of absence if applicable.

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3.04.500 Termination of employment.

~~PPEO Represented, Management, Safety Management, Confidential, Unclassified Non-management and DSA Represented Employees.~~

A. Vacation Cash Out at Termination.

~~1. PPEO Represented, Management, Safety Management, Confidential, and Unclassified Non-management Employees. Employees leaving the county service after having been paid more than one thousand forty hours (1,040), excluding overtime, will be paid the monetary value of the earned vacation leave.~~

~~2. DSA Represented Employees. Employees leaving the county service with more than one year of continuous service may, upon request, be paid the monetary value of the earned vacation leave but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this part.~~

~~B. DSA Represented Employees. Full-time employees leaving the county service after July 1, 1971, after having been employed thirteen (13) consecutive biweekly pay periods, but less than twenty six (26) consecutive pay periods, shall be entitled to be paid the monetary value of the earned vacation leave. This subsection shall apply only to vacation accrued from and after July 1, 1971.~~

BC. If terminating employees take accrued vacation leave immediately prior to the effective day of their termination, it shall not be necessary to keep the position vacant for the equivalent time of the vacation period.

~~D. DSA Represented Employees. The provisions of this section shall not be applicable to an employee who has failed to give the required two weeks' notice unless such employee has been discharged for cause, has been laid off, or the two weeks' notice of termination has been waived by the appointing authority.~~

CE. Any employee retiring from Placer County service and eligible to receive California Employees' Retirement System (CalPERS) benefits at the time of such retirement may have the full cash value of their vacation deposited into their deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations. If the employee chooses the option of having the vacation cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee.

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3.04. 570 Accrual of benefits during leaves of absence.

~~A. DSA Represented Employees. No employee on leave of absence shall accrue sick leave or vacation benefits during the period of the absence.~~

~~1. Accrued sick leave and vacation benefits shall not be lost by virtue of a leave of absence.~~

~~2. Time granted for a leave of absence without pay will not be considered as service in computing the service necessary for eligibility for a step increase.~~

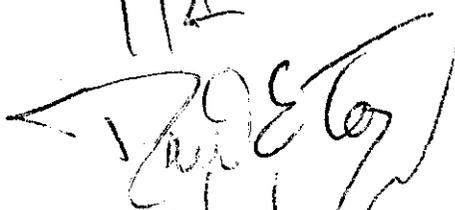
~~B. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. No employee in an unpaid status on an approved leave of absence shall accrue sick leave, vacation leave or holiday credit during the period of the absence.~~

~~1.A. Accrued leave benefits shall not be lost by virtue of a leave of absence.~~

~~2.B. Time granted for a leave of absence without pay will not be considered as service hours in computing the service necessary for eligibility for merit increases, longevity pay, long term disability, vacation accrual rates and/or any other service hour related pay or benefit.~~

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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. For probationary periods of twelve (12) months or eighteen (18) months, the appointing authority shall prepare a performance appraisal at the end of six months and prior to the expiration of the twelve (12) months or eighteen (18) month probationary period.

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 release is not specifically recommended before the end of the probationary period, the probationer shall acquire permanent status. For PPEO bargaining unit employees, the remaining six months of probation shall be waived and the employee shall be deemed a regular employee if the employee receives an overall rating of "exceeds performance standards" or greater on his or her six-month performance evaluation.

D. Step Increase. An employee performance evaluation form shall be submitted prior to an employee's eligibility date for a step increase with a recommendation regarding merit salary increase.

~~1. Deputy Sheriff's Association, Safety Management, Management, Confidential and Unclassified Nonmanagement Employees. An employee performance evaluation form shall be submitted prior to an employee's eligibility date for a step increase with a recommendation regarding merit salary increase.~~

E. Annual Evaluation. Employees in Step 5 shall receive an evaluation annually.

F. More Than One Supervisor During Rating Period. In the event an employee has been under the direct supervision of more than one supervisor:

1. Rating shall be both by the last person to supervise the employee and by the person who supervised the employee for the longest period of time during the rating period in question.

2. If the person who supervised the employee for the longest period is no longer employed in county service:

a. Such person, if available, shall be provided the opportunity to confer with the rating supervisors.

b. If such person is not available, or declines to comment, the rating shall be by the last supervisor and such other supervisor as may be directed by the department head.

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c. The rater or raters shall prepare and submit to the appointing authority a performance appraisal of the employee at the conclusion of the rating period. Failure by the supervisor to submit such report shall result in a rebuttable presumption of "Standard" as to the missed evaluation.

G. Right of Employee Review and Comment. No performance appraisal shall be placed in a departmental file, nor shall it be transmitted to the personnel department or civil service commission, until the employee has reviewed the evaluation personally with the rating supervisor and, if requested by the employee, such employee has reviewed the evaluation personally with such employee's appointing authority or designee.

H. Comments. The provisions of Section 3.04.170 shall also be applicable to performance appraisals.

~~I. DSA Represented Employees. Subject to the provisions of subsections A, B and E of this section the periodic computer printout "Performance Evaluation Due Report" (PPP 380-17) will be forwarded to the county executive officer for all employees whose performance evaluation is thirty (30) days or more overdue. The county executive officer will follow up with the department heads involved. Failure by the appointing authority to prepare an annual evaluation within ninety (90) days of the due date shall result in a rebuttable presumption of "standard" as to the missed evaluation.~~

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3.08.1160 Discipline - Definitions.

"Appointing authority" means, for purposes of Chapter 3 only, the employee's department head or county executive.

"Discipline" means discharge (termination of employment), suspension without pay, demotion, or reduction of wages.

"Hearing body" means the civil service commission where disciplinary action is of a classified employee, and the board of supervisors where the employee is an unclassified employee, except as provided by Section 3.08.1270.

3.08.1190 Grounds for discipline.

The following shall be grounds for disciplinary action:

- A. Unauthorized absence;
- B. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section;
- C. Disorderly or immoral conduct;
- D. Dishonesty ~~—PPEO Represented, Management, Confidential and Unclassified Non-management Employees;~~
- E. Incompetence or inefficiency;
- F. Insubordination;
- G. ~~1. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. The use of alcohol, drugs or narcotics, medications or any substance that impairs job performance and/or the safety of the employee and/or other persons;~~
~~2. DSA Represented Employees. The use of intoxicating liquor or beverages or intoxication while on duty. The use of drugs or narcotics and/or medications that affects job performance and/or the safety of other persons;~~
- H. Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements;
- I. Negligence of, or willful damage to, waste of, or unauthorized use or theft of, public supplies or equipment;
- J. ~~1. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. Violation of civil service laws, county policies and/or procedures;~~
~~2. DSA Represented Employees. Willful violation of civil service laws and procedure;~~
- K. Fraud in securing appointment;
- L. Failure to meet reasonable work performance standards and requirements;
- M. Discourteous treatment of the public or other employees;
- N. Improper political activity;

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for the County
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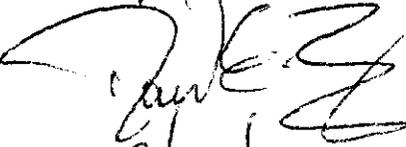
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~~O. DSA Represented Employees. Violation of the county's discrimination and harassment policy, voicemail, internet and computer use policy, or policy against violence in the workplace;~~

P.O Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to his or her agency or employment. The county shall be held to a standard of expectation which is no less than those standards of the state civil service system and applicable case law.

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3.08.1250 Interim suspension (administrative leave) with pay.

A. ~~Deputy Sheriff's Association and PPEO Represented Employees, Classified Management and Confidential.~~ Pending investigation by the appointing authority of charges against an employee, the appointing authority may, in writing, and with the approval of the CEO county executive officer order the employee placed on immediate paid administrative leave of absence until charges are filed under Section 3.08.1230. Such interim suspension may only be made if the appointing authority and CEO county executive officer determine it is in the best interest of the department or county to do so.

B. ~~PPEO Represented Employees, Classified Management and Confidential.~~ If notice is served under Section 3.08.1210, the appointing authority may with CEO county executive officer approval, in writing, order that such interim suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority and the county executive officer determines that it is in the best interest of the department or county to do so.

C. ~~DSA Represented Employees.~~ If charges are filed under Section 3.08.1210, the appointing authority may with CEO approval, in writing, order that such suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority and the county executive officer determines that it is in the best interest of the department or county to do so.

D. ~~DSA Represented Employees.~~ No interim suspension under subsection A of this section shall be valid unless first approved by the county executive officer.

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TENTATIVE AGREEMENT 10/19/12

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28. Fitness for Duty (Placer County Code and CMOU Section 9.1 Update) Attachment #22

Remove all references to "psychologist".

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ATTACHMENT #22

COUNTY CODE UPDATE

3.08.1025 Fitness for duty evaluation during employment--Deputy sheriff's association.

A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate his or her capacity to perform the duties of his or her position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician ~~or psychologist~~ selected by the county.

B. The examining physician ~~or psychologist~~ shall state whether, in his or her opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.

C. If the examining physician ~~or psychologist~~ finds the employee unfit to perform the essential job duties/functions of his or her position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county disability management administrator to provide additional information to the examining physician ~~or psychologist~~ for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.

D. Further medical information provided by the employee will then be submitted directly to the examining physician ~~or psychologist~~ who completed the initial review. The physician ~~or psychologist~~ will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of his or her position. The employee shall not be entitled to a second evaluation by another physician ~~or psychologist~~. (Ord. 5627-B § 12, 2010)

CMOU UPDATE

9.15 - FITNESS FOR DUTY EVALUATION DURING EMPLOYMENT

a. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate his or her capacity to perform the duties of his or her position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician ~~or psychologist~~ selected by the county.

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- b. The examining physician ~~or psychologist~~ shall state whether, in his or her opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.
- c. If the examining physician ~~or psychologist~~ finds the employee unfit to perform the essential job duties/functions of his or her position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county disability management administrator to provide additional information to the examining physician ~~or psychologist~~ for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.
- d. Further medical information provided by the employee will then be submitted directly to the examining physician ~~or psychologist~~ who completed the initial review. The physician ~~or psychologist~~ will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of his or her position. The employee shall not be entitled to a second evaluation by another physician ~~or psychologist~~.

Disability Review Process: Action by the Appointing Authority

- a. If it is determined that the employee cannot perform the essential job duties/functions of the classification in which he/she is employed, with or without reasonable accommodation, due to a medical or psychological condition that meets the disability criteria under federal and state statutes, the County may take the following actions, as appropriate:
 - 1) Engage in an interactive process with the employee and as a reasonable accommodation may consider reassignment to an alternate classification based on the following criteria:
 - i. Employee's ability to meet the minimum qualifications of the alternative classification;
 - ii. Employee's ability to perform the essential job duties/functions of the alternative classification;
 - iii. Rules governing lateral transfer and voluntary demotion; and,
 - iv. Availability of the position at the time of acceptance, as determined by the County Executive Office.

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b. Appeal Process: The employee may appeal an offer of, or refusal to offer, reasonable accommodation by submitting a written request to the county disability management administrator within fourteen (14) calendar days of the offer. The request shall be in writing and set forth the offered accommodation, if any, the reason the offered accommodation or denial of accommodation is unreasonable, and any accommodation the employee feels would be reasonable.

1) The county disability management administrator will review the appeal, obtain any additional information from the appointing authority and submit the request to the County Executive Officer for consideration. After consultation with County Counsel, the county disability management administrator, and the appointing authority, the County Executive Officer shall make one of the following findings:

- i. Further consideration of alternatives needed;
- ii. The appeal is upheld; or,
- iii. The appeal is not justified and denied.

The decision of the County Executive Officer shall be final.

c. If the interactive process described above does not result in resolution, the County will submit an application for disability retirement on the employee's behalf in accordance with the Public Employees Retirement Law if the employee is eligible.

d. Separation of the employee from County service for medical cause will occur if 1) the employee is not eligible for, or denied, disability retirement under the Public Employees Retirement Law; or 2) the employee declines an offer of reasonable accommodation; or 3) the employee fails to engage in the interactive process or reasonable accommodation cannot otherwise be satisfactorily achieved by the employee and the County. In taking such action to separate the employee for medical cause, the appointing authority shall follow the process set out in Article 3.08, Part 12, Disciplinary Action, as applicable, although the separation shall not be considered disciplinary action.

TENTATIVE AGREEMENT 10/19/12

DSA David E. Topf COUNTY Deer 10/19/12

29. Sick Leave – How Taken (County Code 3.04.400 only) Attachment #23
Remove reference to the minimum unit of time used in ½ hour increments.

ATTACHMENT #23

County Code Update (Not in CMOU)

3.04.400 Sick leave—How taken.

A. ~~Sick leave with pay shall be taken in minimum units of one-half hour.~~

B.A. It shall not be allowed, or taken, until earned.

C.B. It may only be granted upon the approval of the appointing authority.

D.C. 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 4/10 work week schedule, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. For PPEO, DSA, confidential and non-FSLA 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 twelve (12) hour shifts.

TENTATIVE AGREEMENT 10/19/12

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30. Release During Initial Probationary Period (County Code 3.08.1070 only)

Attachment #24

During an initial probationary period, the employee may be released by the appointing authority with the effective date of separation and last day on payroll the day of the notice of release.

ATTACHMENT #24

3.08.1070 Release during probationary period.

A. **Release Other Than Initial Probationary Period.** At any time during the probationary period, an employee may be released by the appointing authority, and the probationer shall be without the right of review of any kind. Notification of release shall be made in writing by the appointing authority to the personnel director. The appointing authority shall give such employee, at any time up to and including the last day of the probationary period, ten (10) working days' notice of termination of employment. The subsection does not apply to a probationary period required by Section 3.08.410. Such employee shall perform at the level of, and be entitled to receive, during such last ten (10) working days, the salary of the position in which said employee was on probation.

B. At any time during the probationary period, an employee may be terminated, for cause on any of the grounds set forth in Section 3.08.1190 other than subsections E and L.

C. **DSA Represented, PPEO Represented, Classified Management and Confidential Employees.** Release During Initial Probationary Period. At any time during the initial probationary period, a probationary employee may be released by the appointing authority, and the probationary employee shall be without the right of review of any kind. Notification of release shall be made in writing to the probationary employee by the appointing authority with a copy sent to the personnel director. The effective date of the probationary employee's separation from county service and last day on county payroll will be the day of the notice of release.

~~D. Deputy Sheriffs Unit. The appointing authority shall have the right to suspend the work performance requirement and the termination shall become effective immediately upon service of the notice of rejection conditioned upon the payment of two weeks pay.~~

TENTATIVE AGREEMENT 10/19/12

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31. County Policies – A subcommittee will meet to discuss County Policies which will be updated through mutual agreement.

TENTATIVE AGREEMENT 11/29/12

DSA Proposal #4 – Rural Health Subsidy / County counter proposal from November 2, 2012 (MOU and County Code 3.12.090)

* * *

3) ~~Effective January 1, 2010, the Rural Health Subsidy will increase~~ is as follows:

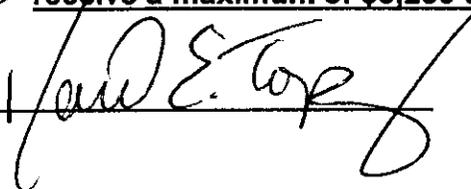
- i. Employees who have one-party coverage will be entitled to receive a maximum of \$2,000 each calendar year.
- ii. Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,000 each calendar year.

4) Effective January 1, 2014 the Rural Health Subsidy will increase as follows:

i. Employees who have one-party coverage will be entitled to receive a maximum of \$2,250 each calendar year.

ii. Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,250 each calendar year.

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TENTATIVE AGREEMENT 11/29/12

DSA Proposal #7 – Canine Compensation / County counter proposal from November 2, 2012 (MOU and County Code 3.12.020)

* * *

18. Canine Pay. DSA represented employees assigned by the sheriff to the duty of supervision, care and feeding of a canine, as "canine handlers," shall receive canine pay of three hundred dollars (\$300.00 per month), as follows:

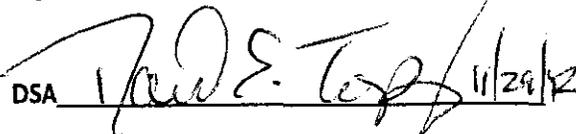
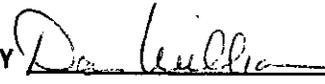
~~_____ a. Two hundred twenty five dollars (\$225.00) per month to the canine handler responsible for, and where the county owns the canine;~~

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

ea. 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.

db. 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.

ec. 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.

DSA  11/29/12 COUNTY  11/29/12

TENTATIVE AGREEMENT 12/10/12

DSA Proposal #8 – Career and Education Incentive / County counter proposal from November 2, 2012 (MOU and County Code 3.12.020)

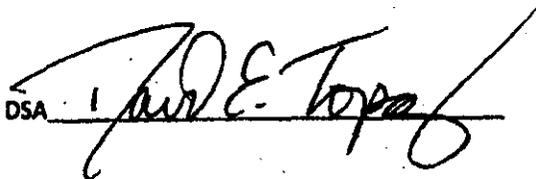
8.3 - CAREER AND EDUCATION INCENTIVE (MOU and County Code 3.12.020)

* * *

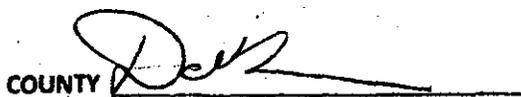
f. ~~Effective pay period 3, July 8, 2005 at 5:01 p.m.~~ Full-time permanent employees in the above listed classifications will be eligible for educational incentive pay of fifty dollars (\$50.00) per pay period for an associate degree (AA), ~~or seventy-five dollars (\$75.00) per pay period for a bachelor degree (BA)~~ **or one hundred dollars (\$100.00) per pay period for a masters degree (MA)**. To be eligible for educational incentive pay ~~for an associate (AA) or bachelor (BA) degree~~, the degree must be from an accredited college, consistent with the personnel department practices in determining validity of the college and degree. Employees must present evidence of successful completion of a qualifying degree, consistent with this section to their department head, ~~who~~ **which** shall determine and certify whether employees are eligible to receive educational incentive pay.

g. Employees may not receive educational incentive pay for ~~both an~~ **more than one degree** (associate, and bachelor ~~or masters~~) degree. The payments are not cumulative and only one ~~of the other degrees~~ qualifies for payment. An employee may only receive educational incentive pay for one degree and not multiple degrees.

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of employment with Placer County up to a maximum of one hundred percent (100%) of the accrued balance being cashed out at 41,600 hours (twenty years).

iii. If the employee chooses the option of having the sick leave cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee.

4) Employees covered by the CalPERS Miscellaneous Retirement Plan may convert accumulated unused sick leave to CalPERS service credit pursuant to Government Code Section 20965.

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9.11 SICK LEAVE BALANCES

A committee comprised of management and DSA members will be established to conduct a study regarding sick leave balances accruals and the county's related liability. The committee will make a recommendation to the County Executive Officer by the termination date of this agreement that would service to limit the county's liability and protect the employee in the event of a long term illness.

9.12 - VACATION

Each permanent, full-time employee having the following years of service shall earn the following hours vacation for each paid regularly scheduled working hour, but not to exceed credit for more than eighty (80) regularly scheduled working hours in any pay period.

YEARS OF SERVICE / EARNED PER HOUR

0 - 2	.0385
3 - 4	.0461
5 - 9	.0577
10 - 19	.0769
20 and more	.0962

No credit shall be given until a new employee has completed thirteen (13) continuous, complete pay periods. At the completion of thirteen (13) pay periods, he/she will be credited for the thirteen (13) pay periods worked. Each pay period thereafter, vacation earned shall be added to the employee's vacation accumulation account upon the completion of the pay period, with no credit to be applied during progress of the pay period.

A full-time employee with less than ten (10) continuous years of County service shall not have in his vacation account more than 400 hours.

A full-time employee with more than ten (10) continuous years of County service shall not have in

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

**In the matter of: AN ORDINANCE AMENDING
SECTIONS 3.04.090, 3.04.150, 3.04.160, 3.04.170, 3.04.210,
3.04.240, 3.04.290, 3.04.370, 3.04.390, 3.04.395, 3.04.400,
3.04.410, 3.04.420, 3.04.450, 3.04.470, 3.04.475, 3.04.490,
3.04.500, 3.04.530, 3.04.540, 3.04.560, 3.04.570, 3.04.580,
3.04.800, 3.04.830, 3.08.290, 3.08.310, 3.08.330, 3.08.340,
3.08.1020, 3.08.1025, 3.08.1060, 3.08.1070, 3.08.1190,
3.08.1250, 3.12.020, and 3.12.090 OF CHAPTER 3 OF THE
PLACER COUNTY CODE**

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.

Jim Holmes
Chair, Board of Supervisors

Attest:
Clerk of said Board

Ann Holman

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

Section 1: That section 3.04.090 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.090 Job sharing.

* * *

~~C. DSA Represented Employees—Employees' Responsibilities to Pay for Increased Fixed Benefit Costs. Each employee participating in a job sharing position shall receive only half of the maximum fixed benefit cost paid by the county and allowable for one full-time position. These costs would relate to such items as medical insurance, uniform allowance, etc.~~

~~D. PPEO Represented, Confidential and Unclassified Non-management Employees—Employee' Responsibilities to Pay for Increased Fixed Benefit Costs. Any employee who is approved to participate in job sharing on or after December 1, 2011, shall receive benefits in accordance with the part-time prorated benefit tiers.~~

Section 2: That Section 3.04.150 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.150 Education incentive.

For courses approved by the county relating to job improvement, the county shall provide to county employees tuition reimbursement and book reimbursement. The conditions and limitations on reimbursement shall be controlled by the "~~Guidelines—Tuition Reimbursement Program January 19, 1973,~~ **Placer County Tuition Reimbursement Program Policy & Procedures** and subsequent amendments thereto.

Section 3: That Section 3.04.160 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.160 Personnel file – employee review.

~~The~~Every appointing authority shall, at reasonable times, upon the request of an employee, permit ~~that~~the employee to inspect and copy his/hersuch ~~employee's~~ official personnel file in the personnel department in accordance with the provisions of Labor Code Section 1198.5.

Section 4: That Section 3.04.170 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.170 Employee departmental personnel files.

* * *

C. Right to File Written Response. Such employee shall have the right, whether or not he or she signs the entry, within thirty (30) days following the entry of such material in the departmental file, to file in said file a written response admitting or denying, in whole or in part the truth of such entry. Such written response shall be physically affixed to the original entry.

D. DSA represented employees. The appointing authority, or designee, shall follow rules as set out by the Public Safety Officers Procedural Bill of Rights Act for disclosure of information that may be used for any promotion, punitive action or other administrative proceedings, including but not limited to civil actions regarding an employee.

DE. Performance Appraisals. The provisions of this section shall be applicable to performance appraisals, provided, however, that such right to read, sign and file written response shall be applicable to both favorable and unfavorable entries. Employees shall have the right to petition the personnel director to have letters of reprimand removed from their file after three years and suspensions of five days or less removed from their file after five years following the date of the action if no subsequent discipline has occurred.

Section 5: That Section 3.04.210 of Chapter 3 of the Placer County Code is hereby deleted in its entirety:

~~3.04.210~~ ~~Overtime limit~~ ~~Sixteen hours/pay period~~ ~~Forty hours cumulative.~~

~~DSA Represented Employees. No employee shall be worked more than sixteen (16) hours (and receive pay for twenty four (24) hours at a time and one-half rate) in any pay period, nor accumulate more than forty (40) hours CTO (26.6 hours at a time and one-half rate) without the express prior approval of the county executive's office. (See Section 3.04.260.) Off duty time spent as a witness in court in connection with regular duties as a county employee shall not be included within the sixteen (16) hours. Whenever such CTO balance reaches forty (40) hours, no further overtime work shall be assigned to such employee without the express written prior approval of the county executive.~~

Section 6: That Section 3.04.240 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.240 Procedure to secure overtime pay.

* * *

B.

* * *

2. Compensatory Time Cash Out. Compensatory time earned (CTE) and not used by the last day of the pay period that results in the last paycheck of the calendar year shall be carried forward into the next calendar year up to a maximum of eighty (80) hours. All CTE accumulated within the county's calendar year in excess of eighty (80) hours must be taken as time off or cashed out within the calendar year that it is earned or it shall be paid in cash on the last pay date of the calendar year (which is the same as the IRS tax year). CTE carry-over (up to the eighty (80) hour maximum) will be transferred to a restricted CTE account. Bargaining unit members will be allowed to use the hours in the restricted CTE account as time off only. The restricted CTE account may never have a balance greater than eighty (80) hours after the last paycheck in June 2012.

~~3. Carry Over Transition Exception for January through June 2012. An employee may request to carry over more than eighty (80) hours of CTE but not more than an additional eighty (80) hours (for a total of one hundred sixty (160) hours), on a one-time basis, to be used for planned medical or extraordinary personal reasons if that request is submitted to and approved by the appointing authority by December 15, 2011. All such leave requests will be forwarded to the county executive officer for final review and approval. Hours approved under this exception will be transferred to the restricted CTE account. Employees approved for this additional CTE carry-over will be allowed to use the hours in the restricted CTE account as time off only. Any unused CTE accumulated in this restricted account that is in excess of eighty (80) hours will be paid out in the last paycheck in June 2012.~~

~~4. Measure F Transition Adjustment. A bargaining unit member who is paid for CTE in excess of eighty (80) hours in December 2011, in accordance with subsection (B)(1), shall be entitled to a one-time transition adjustment. Eligible active bargaining unit employees will be provided with an adjustment in pay period 2 which is paid on July 27, 2012 equal to the following:~~

~~_____ a. The employee's regular rate of pay in effect the first week of the last full two-week pay period in June 2012 (pay period 1), minus the regular rate of pay at cash out, multiplied by the number of CTE hours the employee had cashed out in December 2011.~~

* * *

Section 7: That Section 3.04.290 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.290 Overtime – Stand-by duty.

A. Stand-by duty requires the employee so assigned:

1. To be ready to respond to calls for his or her service; and

* * *

~~C. 1. Deputy Sheriffs Unit. Stand-by duty shall be compensated at a flat rate of twelve dollars (\$12.00) for weekdays and fifteen dollars (\$15.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid for in a pay period it is earned.~~

~~_____ Effective pay period 16, January 07, 2005, stand-by duty for deputy sheriffs' unit employees shall be compensated at a flat rate of twenty one dollars (\$21.00) for weekdays and twenty four dollars (\$24.00) for weekends and holidays, for eight hours (one normal shift) of standby duty, or any portion thereof, and shall be paid in the pay period it is earned.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. Stand-by duty shall be compensated at a flat rate of twenty-one dollars (\$21.00) for weekdays and twenty-four dollars (\$24.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned. Weekdays are defined as Monday 12:01 a.m. through Friday midnight. Holidays are defined as the County declared holiday from 12:01 a.m. to midnight.~~

* * *

Section 8: That Section 3.04.370 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.370 Limitations, general.

* * *

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. — Deputy Sheriff's Association Employees. Employees absent on a medical leave of absence shall not be permitted to return to duty without a health care provider's certificate attesting to the employee's ability to perform his or her normal duties.~~

Section 9: **That Section 3.04.390 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

3.04.390 Insurance continuation. ~~—PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~

* * *

C. If the medical leave of absence under the FMLA/CFRA, Section 3.04.540 extends beyond the FMLA/CFRA period, the County will continue to pay its normal contribution for group insurance premiums while the employee is in a paid status and the. ~~The employee will be responsible for their share of insurance premiums.~~ **Health insurance premiums will continue to be paid by the employer during the first three months of leave after leave balances are exhausted.** Three months following the exhaustion of all paid leave balances or FMLA/CFRA leave (whichever is later) the employee will be responsible for both the County share and the employee share of all the group insurance premiums for the remainder of the approved leave. This includes payment for health, dental, vision, life, accidental death insurance or other County insurance programs.

D. **1. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.** For those employees on a medical leave and not eligible for the FMLA/CFRA leave under Section 3.04.540, the County will pay its normal contribution for group insurance premiums while the employee is in a paid status. Three months following the exhaustion of all paid leave balances, the employee will be responsible for their share of insurance premiums. Once the employee exhausts all leave balances, the employee will be responsible for both the County share and the employee share of all group insurance.

2. DSA Represented Employees. For those employees on a medical leave and not eligible for the FMLA/CFRA leave under Section 3.04.540, the County will pay its normal contribution for group insurance premiums while the employee is in a paid status. Once the employee exhausts all leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share).

* * *

Section 10: That Section 3.04.395 of Chapter 3 of the Placer County Code is hereby deleted in its entirety:

3.04.395 Insurance continuation- DSA represented employees.

~~A. For those employees who are on a medical leave of absence under the family care leave Section 3.04.540, the county will pay its normal contribution for group medical insurance for the first twelve (12) workweeks of the leave in a twelve (12) month period. The employee will be responsible for their customary share of health insurance premium if any. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.~~

~~B. If the medical leave of absence under the family care leave Section 3.04.540, extends beyond the first twelve (12) workweeks, the county will continue to pay its normal contribution for group medical insurance as long as the employee continues to utilize leave balances. Once leave balances have been exhausted, the employee will be responsible for the entire group medical premium (county share and employee share) for the remainder of the leave. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.~~

~~C. For those employees on a medical leave and not eligible for the family care leave under Section 3.04.540, the county will pay its normal contribution for group medical insurance while the employee utilizes leave balances. Once the employee exhausts leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share). This does not include payment for dental, vision, life or accidental death insurance.~~

~~D. The county will pay the group medical insurance premium for any employee covered by the county's group medical insurance plan who is on a medical leave and whose illness or injury has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary, accrued sick leave, vacation and compensatory time off for a period not to exceed a maximum of six months for employees on a medical leave of absence without pay.~~

Section 11: That Section 3.04.400 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.400 Sick leave—How taken.

~~A. Sick leave with pay shall be taken in minimum units of one-half hour.~~

BA. It shall not be allowed, or taken, until earned.

CB. It may only be granted upon the approval of the appointing authority.

DC. 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 4/10 work week schedule, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. For PPEO, DSA, confidential and non-FSLA 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 twelve (12) hour shifts.

Section 12: That Section 3.04.410 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.410 Evidence of illness.

A. For absences of four to nine days, the department head may require satisfactory evidence of the employee's or family member's incapacity for such period and may, in the sound exercise of his or her discretion, require a certificate of a physician attesting to the employee's or family member's incapacity.

* * *

D. For DSA represented employees, evidence of illness shall include patient's prognosis, employee dates of absence, expected date of return to work, restrictions if any and/or successive periods of absence if applicable.

Section 13: That Section 3.04.420 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

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.

* * *

L. Deputy Sheriffs' Association Employees. Any employee represented by the DSA retiring from county service and eligible to receive California Public Employees' Retirement System (CalPERS) 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:

* * *

~~4. Employees covered by the CalPERS miscellaneous retirement plan may convert accumulated unused sick leave to CalPERS service credit pursuant to Government Code Section 20965.~~

M. Safety Management Employees and Elected Safety Management.

* * *

Section 14: That Section 3.04.450 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.450 Sick leave contributions—PPEO represented, DSA represented and confidential employees.

Permanent employees shall be entitled to voluntarily donate vacation hours to another employee, based on the following criteria:

A. 1. PPEO Represented and Confidential Employees. To be eligible, an employee or immediate family member, as defined in Section 3.04.350(B), must have a verifiable long-

term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., and the employee must have exhausted all paid leave time, or soon will have exhausted such leave, resulting in the employee being in an unpaid status.

2. Deputy Sheriffs Units. To be eligible, an employee must have a verifiable long-term illness or injury of at least ninety (90) days, and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.

B. Donations to be made to specified individuals only.

C. **PPEO Represented and Confidential Employees.** The receipt of donated hours shall not count as time worked for the purpose of fulfilling the required probationary service period.

D. Donated vacation hours must be in increments of one hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Example: Employee A is at ten dollars (\$10.00) per hour and donates one hour to Employee B who is making five dollars **(\$5.00)** per hour, ~~then~~ Employee B would be credited with two hours of sick leave. Conversions for crediting will be rounded to the nearest one-half hour increment.

E. Once donated to an individual, vacation hours cannot be reclaimed by donor. Example: A donates five vacation days to B. B needs to use only four days, and then returns to work. That remaining day is B's to keep-it does not revert to A's vacation account.

F. When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave time.

G. Maximum Donated Hours:

1. ~~DSA Represented and Confidential Employees.~~ The maximum time that may be initially donated into an employee's account is one thousand forty (1,040) hours. Additional time may be donated in amounts not exceeding one thousand forty (1,040) hours to a maximum of four thousand one hundred sixty (4,160) hours (equivalent to two years full-time employment). To be eligible to receive more than the original one thousand forty (1,040) hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.

a. Employees will receive the donated hours incrementally, based upon the duration of the leave and the number of hours needed to receive their regular pay less any Paid Family Leave (PFL) benefits, worker's compensation benefits or salary protection as applicable.

2. **DSA Represented and** PPEO Represented Employees. The maximum time that may be donated into an employee's account is one thousand forty (1,040) hours.

a. Employees will receive the donated hours incrementally, based upon the duration of the leave and the number of hours needed to receive their regular pay less any State Disability Insurance (SDI), Paid Family Leave (PFL) benefits, or worker's compensation benefits ~~or salary protection~~ as applicable.

* * *

~~L. PPEO Represented and Confidential Employees. The employee must provide certification from a health care provider of the medical need, for either the employee or their immediate family member that requires the employee's prolonged absence from work. The employee will also certify he/she has, or will soon, exhaust all of their paid leave time available which will result in a substantial loss of income to the employee.~~

M. DSA Represented Employees. Receipt of vacation contributions, which are converted to sick leave hours, from another employee to an employee on probation, does not count as time worked for the purpose of fulfilling the required probationary service time.

Section 15: That Section 3.04.470 of Chapter 3 of the Placer County Code is hereby deleted in its entirety:

3.04.470 ~~Vacation—DSA represented full time employees.~~

~~A.—Each permanent, full-time employee having the following years of service shall earn the following hours vacation for each paid regularly scheduled working hour, but not to exceed credit for more than eighty (80) regularly scheduled working hours in any one pay period.~~

Years of Service	Earned Per Hour*
0—4	.0577 as to employees hired on or before December 31, 1972

Years of Service	Earned Per Hour*
0—2	.0385 as to employees hired after January 1, 1973
3—4	.0461 as to employees hired on or after January 1, 1973
5—9	.0577
10—19	.0769
20 and more	.0962

~~Note:~~

~~* Per-year equivalents are:~~

- ~~— .0385 = 10 days~~
- ~~— .0461 = 12 days~~
- ~~— .0577 = 15 days~~
- ~~— .0769 = 20 days~~
- ~~— .0962 = 25 days~~

~~B. 1. Employees having ten (10) or more years of service as of January 1, 1973, shall not be entitled to retroactive benefits under subsection A of this section but at that time shall commence accruing vacation benefits at the increased rates specified.~~

~~2. Employees having three or more years of service as of June 27, 1980, 5:01 p.m., shall not be entitled to retroactive benefits under subsection A of this section but at that time shall commence accruing vacation benefits at the increased rates specified.~~

~~C. No credit shall be given until a new employee has completed thirteen (13) continuous, complete pay periods. At the completion of thirteen (13) pay periods, such employee will be credited for the thirteen (13) pay periods worked. Each pay period thereafter, vacation earned shall be added to the employee's vacation accumulation account upon the completion of the pay period, with no credit to be applied during progress of the pay period.~~

~~1. A full-time employee with less than ten (10) continuous years of county service shall not accrue more than four hundred (400) vacation hours. Part-time employees shall not accrue a percentage greater than that which their work hours bear to full-time position. Half-time employees, for example, shall not accrue more than two hundred (200) vacation hours.~~

~~2. A full-time employee with more than ten (10) continuous years of county service shall not accrue more than five hundred twenty (520) vacation hours. Part-time~~

employees shall not accrue a percentage greater than that which their work hours bear to a full-time position.

~~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:~~

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

~~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.~~

Section 16: That Section 3.04.475 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.475 Vacation. ~~—PPEO represented, management, confidential and unclassified non-management employees.~~

A. Each permanent employee having the following service hours shall accrue at the following vacation rate for each hour in paid status, not including overtime, and not to exceed credit for more than eighty (80) hours in paid status in any one pay period.

Hours of Service	Earned per Hour*
0 - 4,160 hours	.0385
4,161 - 8,320 hours	.0461
8,321 - 18,720 hours	.0577
18,721 - 39,520 hours	.0769
39,521 hours or more	.0962

Note:

* Per year equivalents are:

.0385 = 10 days

.0461 = 12 days

.0577 = 15 days

.0769 = 20 days

.0962 = 25 days

2,080 hours = one year of full-time equivalent service

New vacation accrual rates begin within the pay period where the required hours in paid status are completed.

B. No vacation credit shall be given until a new employee has completed one thousand forty (1,040) paid hours, excluding overtime. At the completion of one thousand forty (1,040) paid hours (excluding overtime), the employee will be credited for the prorated vacation hours based upon the hours in paid status. Each pay period thereafter, vacation earned shall be added to the employee's vacation account upon the completion of the pay period, with no credit to be applied during progress of the pay period.

1. ~~PPEO Represented and Unclassified Non-management Employees.~~

a. An employee with less than twenty thousand eight hundred (20,800) paid regular hours (ten continuous years of county service), shall not have in his or her vacation account more than four hundred (400) hours.

b2. An employee with more than twenty thousand eight hundred (20,800) paid regular hours (ten continuous years of county service) shall not have in his vacation account more than five hundred twenty (520) hours.

C. Military Leave Accrual Cap Exception.

1. DSA Represented, PPEO Represented and Unclassified Non-management Employees. Any employee on active military leave qualifying under Section 3.04.560(B) and reaching the maximum vacation accrual limit as of the time specified in subsection B of this section will, upon his/her return to work be paid in cash, the salary equivalent of hours that would have accrued while on leave in excess of the maximum vacation accrual limit.

* * *

Section 17: That Section 3.04.490 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.490 Vacation - When to be taken.

A. The time at which vacation leave shall be taken shall be determined by the appointing authority.

1. DSA Represented, Management, Confidential and Unclassified Non-management. 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. An employee on a leave of absence shall be required to use accrued vacation after sick leave has been exhausted for his or her regular work schedule prior to taking unpaid leave.

* * *

~~C. DSA Represented Employees. 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. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. An employee on a medical leave of absence shall be required to use accrued vacation hours after sick leave hours have been exhausted prior to going into an unpaid status.~~

1. Employees on a medical leave of absence who are at the vacation cap may request to use their vacation hours, in lieu of accumulated sick leave to bring the vacation balance under the cap. Employees who request vacation hours under this section will be permitted to apply the amount of vacation hours needed to prevent the loss of vacation accrual only.

2. An employee granted a personal or educational leave of absence shall be required to utilize all leave balances for the duration of the leave, or until his or her leave balances have been exhausted. Once such leave balances have been exhausted, the employee will be placed in an unpaid status for the duration of the approved leave.

a. Management and Confidential Employees. For good cause, the ~~C~~County ~~E~~Executive ~~O~~Officer may approve unpaid leave for employees on a personal or education leave.

~~E~~D. PPEO Represented and Unclassified Non-management Employees. Any employee with a vacation balance of three hundred (300) hours or more may request once per calendar year to cash out up to forty (40) vacation hours of his or her annual vacation accrual in the following calendar year at his or her base hourly rate which shall be defined as the hourly rate on the salary schedule plus any longevity pay if applicable, subject to the following:

* * *

~~F~~E. Management, Safety Management and Confidential Employee - Vacation Cash Out. Any employee may request once per calendar year to cash out up to one-half of his

or her annual vacation accrual in the following year at his or her base hourly rate which shall be defined as the hourly rate on the salary schedule plus confidential pay, additional pays that are percentage based, and/or longevity pay if applicable.

* * *

Section 18: That Section 3.04.500 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.500 Termination of employment.

~~PPEO Represented, Management, Safety Management, Confidential, Unclassified Non-management and DSA Represented Employees.~~

A. Vacation Cash Out at Termination.

1. ~~PPEO Represented, Management, Safety Management, Confidential, and Unclassified Non-management Employees.~~ Employees leaving the county service after having been paid more than one thousand forty hours (1,040), excluding overtime, will be paid the monetary value of the earned vacation leave.

2. ~~DSA Represented Employees.~~ Employees leaving the county service with more than one year of continuous service may, upon request, be paid the monetary value of the earned vacation leave but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this part.

~~B. DSA Represented Employees. Full-time employees leaving the county service after July 1, 1971, after having been employed thirteen (13) consecutive biweekly pay periods, but less than twenty-six (26) consecutive pay periods, shall be entitled to be paid the monetary value of the earned vacation leave. This subsection shall apply only to vacation accrued from and after July 1, 1971.~~

B. If terminating employees take accrued vacation leave immediately prior to the effective day of their termination, it shall not be necessary to keep the position vacant for the equivalent time of the vacation period.

~~D. DSA Represented Employees. The provisions of this section shall not be applicable to an employee who has failed to give the required two weeks' notice unless such employee has been discharged for cause, has been laid off, or the two weeks' notice of termination has been waived by the appointing authority.~~

E.C. Any employee retiring from Placer County service and eligible to receive California Employees' Retirement System (CalPERS) benefits at the time of such retirement may

have the full cash value of their vacation deposited into their deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations. If the employee chooses the option of having the vacation cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee.

Section 19: That Section 3.04.530 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.530 Leave of absence - In general.

A. Extended Leaves. * * *

1. Management and Confidential Employees. Extensions beyond one year, up to a maximum of one additional year, may be approved by the civil service commission in increments of not more than six months; however, such extensions must be clearly based on unusual circumstances or, where the leave is for medical reasons, there must be a favorable prognosis for recovery and a predicted date of return to work.

B. Pregnancy Disability Leave.

~~1. DSA Represented Employees. An appointing authority shall grant not less than four months pregnancy disability leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving pregnancy disability leaves in excess of four months subject to the terms and conditions stated in subsection B of this section or Section 3.04.540, family care and medical leave.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. An appointing authority shall grant up to four months pregnancy disability leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving pregnancy disability leaves in excess of four months subject to the terms and conditions stated in subsection B of this section or Section 3.04.540, FMLA/CFRA medical leave.~~

C. Temporary/Short Term Leaves.

~~1. DSA Represented Employees. Temporary leaves may be granted without pay by the appointing authority for a temporary period which shall not exceed thirty (30) days. Upon granting the temporary leave, the appointing authority shall immediately notify the~~

~~personnel director, in writing, of the fact of the leave, the length thereof, and the reasons therefore. Leaves of absence of five days or less during each fiscal year need not be reported to the personnel director.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees—Short-Term Leaves.~~ Short-term leaves for illness, disability or personal reasons may be granted by the appointing authority for a short term period which shall not exceed thirty (30) days. Upon granting the short-term leave, the appointing authority shall immediately notify the personnel director, in writing, of the leave, the length thereof, and the reasons therefore.

D. Filling Vacancies. * * *

E. Use of Leave Balances.

~~1.—DSA Represented Employees.~~ An employee granted a leave of absence shall be required to utilize all leave balances (with the exception of sick leave while on a personal or education leave) for the duration of the leave or until his or her leave balances have been exhausted. Once such leave balances have been exhausted, the employee will be placed on an unpaid leave of absence for the duration of the approved leave.

~~2.—PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~ An employee granted a leave of absence shall be required to utilize all leave balances (with the exception of sick leave while on a personal or education leave) for the duration of the leave or until his or her leave balances have been exhausted. Once such leave balances have been exhausted, the employee will be placed in an unpaid status for the duration of the approved leave.

a. Management and Confidential Employees. For good cause, the county executive officer may approve unpaid leave for employees on a personal or education leave.

F. State Disability Insurance - PPEO Represented Employees. SDI payments shall be integrated with accrued county sick leave until exhausted, then other paid leave time shall be used for SDI integration. The employee shall pay premium costs as may be required from time to time by the ~~S~~state of California. Such premiums will be deducted from employees' paycheck(s) and transmitted to the state by the ~~e~~County.

G. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. Employees on a medical leave of absence who are at the vacation cap may request to use their vacation hours, in lieu of accumulated sick leave to bring the vacation balance under the cap. Employees who request vacation

hours under this section will be permitted to apply the amount of vacation hours needed to prevent the loss of vacation accrual only.

Section 20: That Section 3.04.540 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.540 Family Medical Leave Act, California Family Rights Act and related leaves.

In conjunction with California Government Code Section 12945.2 as well as the Family Medical Leave Act, 29 CFR Part 825, the following circumstances and conditions apply to Family Medical Leave Act and California Family Rights Act (FMLA/CFRA) related leaves. These provisions are separate and distinct from any other leave provisions.

DSA Represented Employees. The appointing authority shall require the employee to utilize leave balances during this period. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave. Extend the FMLA timeline for qualifying for FMLA leave from three to fourteen (14) days.

A. Eligibility.

~~1. DSA Represented Employees. Full-time and part-time employees in a regular position with more than one year of continuous service are eligible for family care or medical leave.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~

a. **1.** Employees are eligible who are employed for at least twelve (12) months, and

b. **2.** Employees are eligible who have been paid for at least **one thousand two hundred fifty** (1,250) hours during the twelve (12) month period immediately preceding the beginning of the leave.

e. **3.** Rolling Period

~~4.~~ **a. DSA Represented,** PPEO Represented and Unclassified Non-management Employees. The twelve (12) month period is a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2. b. Management and Confidential Employees. The twelve (12) month period is a rolling twelve (12) month period measured forward from the first date leave is taken and continuous with each additional leave day taken.

B. Leave Description. A FMLA/CFRA leave may be taken for the following reasons:

~~1. DSA Represented Employees.~~

~~a. The birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care of the child by the employees.~~

~~b. To care for a parent, spouse or the child who has a serious health condition. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that warrants the participation of a family member to provide care during a period of the treatment or supervision of the parent, spouse or child and involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.~~

~~c. The employee's own serious health condition. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that prevents the employee from performing the functions of his/her position which involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~

~~a1. The birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care of the child by the employee.~~

~~b2. To care for the employee's parent, spouse or domestic partner, or the child who has a serious health condition.~~

~~e3. The employee's own serious health condition that makes the employee unable to perform the functions of his or her position, including incapacity due to pregnancy, prenatal medical care or child birth.~~

~~d4. To be taken arising out of the fact that an employee's spouse, son, daughter or parent is on active duty, or called to active duty status in the National Guard or Reserves in support of a contingency operation.~~

e5. To care for a spouse, son or daughter, parent or “next of kin” service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty. This leave can run up to twenty-six (26) weeks of unpaid leave during a single twelve (12) month period.

f6. FMLA/CFRA Terms.

ia. Employee’s Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of his/her position.

ib. Family Member’s Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents the qualified family member from participating in school or other work activities.

ic. Child means a child under the age of eighteen (18) years of age, or eighteen (18) years or older, who is incapable of self care because of mental or physical ability. An employee’s child is one for whom the employee has actual day to day responsibility for care and includes a biological, adopted, foster or step child.

id. Parent means the biological, adoptive, step or foster parent of an employee, or an individual who stands (or stood) in “loco parentis” to an employee when the employee was a child. This term does not include parents in law or grandparent.

ie. Spouse means a husband or wife as defined or recognized under California state law for purposes of marriage.

if. Domestic Partner is defined by California Family Code Section 297 and 299.2 and shall have the same meaning as “Spouse” for a CFRA leave.

ig. Serious injury or illness is an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the member’s office, rank, grade or rating.

C. Duration of Leave and How Taken.

1. ~~DSA Represented Employees.~~

a. ~~Family care leave shall not be granted for more than four months in a twenty four (24) month period, or twelve (12) weeks in a twelve (12) month period, beginning from the date which the leave first commenced.~~

~~i. "Four months" means eighty-eight (88) working days for full-time employees and shall be adjusted on a pro-rata basis for those working less than full time. For example, an employee who works half-time, "four months" means forty-four (44) working days.~~

~~ii. If an employee has a second qualifying event (i.e., birth of a child) an additional twelve (12) weeks may be granted during the following twelve (12) months. However, in no event will more than seven months be granted in any twenty-four (24) month period.~~

~~b. Family leave does not need to be taken in one continuous period of time. However, it must be taken in complete days at a time. An employee may request a family care leave of at least one day but less than two weeks duration on any two occasions during a twenty-four (24) month period. Any additional leaves requested during this twenty-four (24) month period must be for a minimum of two weeks except as noted below in subsections D and E of this section.~~

~~c. For family care leave taken for reason of the birth, adoption or foster placement of a child, the leave shall be taken within one year of the birth or placement of the child with the employee.~~

~~d. Family care leave for a serious health condition may be taken intermittently, when medically necessary, including but not limited to reduced workweek or reduced workday schedules.~~

~~e. When the employee's serious health condition warrants medical leave, because the employee is unable to perform the functions of his or her position, leave may be taken up to twelve (12) workweeks in any twelve (12) month period beginning from the date the leave first commenced.~~

~~i. A serious health condition medical leave may be taken intermittently, when medically necessary, including but not limited to reduced workweek or reduced workday schedules.~~

~~ii. Additional leave may be granted according to the provisions of Section 3.04.530(A), Extended Leaves.~~

~~f. Family care leave shall be no more than one month (for a total of five months) when used in conjunction with the maximum leave under Government Code Section 12945 (pregnancy disability leave). Section 12945 allows up to four months leave for employees who are disabled due to pregnancy, childbirth or related medical conditions.~~

~~g. The appointing authority may require the employee to use any accrued vacation or compensating time off during this period. For DSA represented employees, the appointing authority shall require the employee to utilize leave balances during this period. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~

a1. Eligible employees are entitled to a total of twelve (12) workweeks, or to care for a covered service member twenty-six (26) weeks of leave, during any twelve (12) month period. Where the FMLA qualifies for both a military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. For eligible employees who work part time, the number of working days that constitute the twelve (12) weeks is calculated on a prorated, or proportional basis

b2. For baby bonding leave taken for reason of the birth, adoption or foster placement of a child, the leave shall be concluded within one year of the birth or placement of the child with the employee. An employee may request a baby bonding leave of at least one day but less than two weeks duration on any two occasions during this period.

When both parents are employed by the County and are entitled to leave under this section, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period if the leave is taken for the birth or placement for adoption or foster care of the employees' child.

e3. Leave to care for a child, parent or spouse with a serious health condition may be taken intermittently, when medically necessary, including but not limited to reduced workweek or workday.

d4. When the employee's serious health condition warrants medical leave, because the employee is unable to perform the functions of his or her position, leave may be taken up to twelve (12) workweeks in any twelve (12) month period.

ia. A serious health condition medical leave may be taken intermittently, when medically necessary, including but not limited to reduced workweek or workday.

ib. Additional leave may be granted according to the provisions of Section 3.04.530(A), Extended Leaves.

e5. The appointing authority shall require the employee to utilize all leave balances during this period.

f6. PPEO Represented Employees. SDI payments shall be integrated with accrued county sick leave until exhausted, then other paid leave time shall be used for SDI integration.

D. Application and Certification. * * *

Section 21: That Section 3.04.560 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.560 Military leaves.

A. Military Leaves.

~~1. DSA Represented Employees. Military leaves shall be governed by the provisions of the Military and Veteran's Code.~~

~~2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. Military leaves shall comply with the laws governing military leaves.~~

* * *

Section 22: That Section 3.04.570 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04. 570 Accrual of benefits during leaves of absence.

~~A. DSA Represented Employees. No employee on leave of absence shall accrue sick leave or vacation benefits during the period of the absence.~~

~~1. Accrued sick leave and vacation benefits shall not be lost by virtue of a leave of absence.~~

~~2. Time granted for a leave of absence without pay will not be considered as service in computing the service necessary for eligibility for a step increase.~~

~~B. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. No employee in an unpaid status on an approved leave of absence shall accrue sick leave, vacation leave or holiday credit during the period of the absence.~~

4A. Accrued leave benefits shall not be lost by virtue of a leave of absence.

2B. Time granted for a leave of absence without pay will not be considered as service hours in computing the service necessary for eligibility for merit increases, longevity pay, long term disability, vacation accrual rates and/or any other service hour related pay or benefit.

Section 23: That Section 3.04.580 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.580 Return from leave of absence.

* * *

~~C. DSA Represented Employees Return From Medical Leave. When returning to work following a medical leave of absence, the employee must provide a health care provider's certificate stating the effective date of the return to work and attesting to the employee's ability to perform his or her normal duties.~~

~~DC. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. When returning to work following a medical leave of absence, the employee must provide a health care provider's certificate stating the effective date of the return to work and attesting to the employee's ability to return to work. If requesting to return to work with medical limitations, the employee must provide a certification from a health care provider stating the specific limitations, anticipated duration of the limitations, and the expected date of release to full duty.~~

Section 24: That Section 3.04.800 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

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. 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. Rounding will occur to one decimal place. (Example: 29 standard hours / 40 hour week = .725 x 8 = 5.8 holiday hours off with pay.)

BC. DSA Represented, PPEO Represented and Confidential Employees.

1. 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 they 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 two hours leave charged, and an employee working a twelve (12) hour shift shall have four hours of leave charged.)

~~C2.~~ Exception to Alternative Work Schedule Leave Charge—~~PPEO and DSA Represented Employees.~~ The only exceptions to subsection ~~BC1~~, above, are: (1) the employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours; or (2) the employee works on the holiday and requests, in writing, to use hours worked, applied at straight time, to his or her regularly assigned number of hours.

~~D3.~~ **RDO Changes for Holidays.** The work schedule or RDO of an employee on a 9/80 alternative work schedule may not be changed to accommodate holiday work schedule issues.

4. Sick Leave on Holidays. 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 a 4/10 pay period program, an additional two hours sick leave shall be charged against such employee's accrued sick leave time. 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.

~~ED.~~ An employee must be in a paid status on his or her regularly scheduled workday preceding a holiday to be eligible to receive holiday pay.

Section 25: That section 3.04.820 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.820 Holiday overtime and rate of pay.

DSA Represented, PPEO Represented and Confidential Employees.

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. (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 or her base hourly rate in addition to eight hours of holiday pay paid at his or her base hourly rate of pay).

B. ~~PPEO and DSA 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 they have worked in the holiday week.

C. If an employee works on a holiday on what would have been an employee's regular work day, the earnings received for working on the holiday, up to a maximum of eight hours, is a PERS-able earning reported as special compensation only when working on the holiday is not discretionary due to the business being performed, i.e. jail, dispatch, wastewater treatment plant, ACCESS, etc. This provision will be monitored for compliance with the Public Employees' Retirement System's (PERS) requirements.

1. Any hours worked over eight on a holiday are considered regular overtime and not reportable to PERS.

2. An employee who works on a holiday at the discretion of the supervisor or manager is not eligible to have the compensation reported to PERS as special compensation.

Section 26: That section 3.04.830 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.830 Holiday credit account.

DSA Represented, PPEO Represented and Confidential Employees.

A. ~~DSA Represented Employees:~~

~~1. A holiday credit account 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.~~

~~2. 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 or her holiday credit account.~~

~~3. A part-time employee may request, in writing, that holiday pay earned on a regular day off be credited his or her holiday credit account.~~

~~4. Any request to use holiday credit banked hours for personal time off must be made at least forty eight (48) hours in advance. Holiday credit banked hours may be used for integration with both State Disability Insurance (SDI) and Workers' Compensation (WC) benefits.~~

~~5. 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.~~

~~B. PPEO Represented Employees.~~

~~1A. A holiday credit account will be created for the purpose of banking holiday hours that are earned by either a full-time or part-time employee for a holiday that falls on the employee's regularly scheduled day off. This holiday credit account is different than and not subject to the same rules of use as vacation, sick leave, CTO and/or other leave accounts and may be used only pursuant to the terms contained in this section.~~

~~2B. Any request to use holiday credit banked for personal time off must be made at least forty-eight (48) hours in advance.~~

~~3C. All holiday credit banked hours not used by the end of the pay period for the last pay check of the calendar year, after adjusting the balance for any hours earned or used during that same pay period, shall be paid in cash in the last pay check of the calendar year. No holiday credit hours will carry forward into the following calendar year.~~

~~4D. Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employees final pay check.~~

~~5E. While on a leave of absence, employees will be required to use all holiday credit hours prior to going into an unpaid status. If integrating with State Disability Insurance (SDI), Paid Family Leave (PFL), or Worker's Compensation benefits **if applicable**, unpaid hours will be authorized for only the amount of time required for integration purposes.~~

~~6F. 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 shall have an additional eight hours credited to his/her holiday credit account.~~

~~7G. A part-time employee shall be paid for county holidays that fall on his/her normal day off, at their base hourly rate of pay, in the same ratio as their hourly work schedule~~

bears to the normal work schedule of a full-time employee unless he/she requests, in writing, that the holiday hours be added to his/her holiday credit account.

Section 27: That section 3.08.290 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.290 Grievance.

DSA Represented, PPEO Represented, Classified Management and Confidential Employees.

* * *

B. DSA Represented employees.

1. Step 1. **Within sixty (60) calendar days after the occurrence of the events on which the grievance is based, the grievance shall be submitted in writing by the employee or his/her representative to the immediate supervisor. The supervisor shall meet and discuss the grievance with the employee and his/her representative, if any, and reply in writing to the employee within three working five calendar days.**

2. Step 2. ~~In the event that a settlement is not effected, the written grievance will be presented within three working days to the next level of supervision. The second level supervisor or his or her representative shall have five working days to investigate and render a written decision.~~ **In the event that a mutually satisfactory solution has not been reached, the employee or his/her representative may submit the written grievance within five calendar days to the next level of supervision. The second level supervisor or his/her representative shall have seven calendar days to investigate and render a written decision.**

3. Step 3. ~~If a mutually satisfactory solution has not yet been reached, the grievant has three working days to appeal in writing to the department head. After the receipt of the grievance, the department head or his or her representative shall have ten (10) working days in which to schedule such investigations or hearings as deemed necessary and render a written decision.~~ **If a mutually satisfactory solution has not been reached, the employee or his/her representative has five calendar days to submit the grievance in writing to the department head. After the receipt of the grievance, the department head or his/her representative shall have fourteen (14) calendar days in which to schedule such investigations or hearings as deemed necessary and render a written decision.**

4. Step 4. If a mutually satisfactory resolution has not been reached, either party, ~~may~~**shall**, within ~~five working~~**seven calendar** days of issuance of the department head's written response, request the personnel director to attempt to mediate the grievance. The personnel director or his/her representative shall have ~~ten (10) working~~**fourteen (14) calendar** days to ~~complete~~**schedule** the mediation step. Either party may refuse to participate in the mediation, without prejudice.

5. If the grievance is not settled ~~at the department level~~**through the prior steps**, the employee may submit a formal complaint in accordance with ~~these rules~~**Chapter 3, Sections 3.08.300-3.08.340. Section 3.08.320 shall not be applicable to grievances.**

C. PPEO Represented, Classified Management and Confidential Employees.

* * *

Section 28: That section 3.08.310 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.310 Grievance - Filing and service of complaint—Answer.

DSA Represented, PPEO Represented, Classified Management and Confidential Employees.

~~A.— Complaint. DSA Represented Employees. Four copies of the complaint shall be filed with the civil service commission, in care of the personnel director not later than three days after the date of the complaint. All four copies shall be marked by the personnel director with the date on which they were filed. The personnel director shall:~~

- ~~1.— Place one copy on file for the civil service commission.~~
- ~~2.— Transmit one copy to the county counsel's office.~~
- ~~3.— Transmit, one copy by either personally serving it on, or mailing it, with return receipt requested, to the person accused of violating the civil service ordinance and/or rules.~~
- ~~4.— Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the department head of the department in which the violation or violations were alleged to have occurred.~~

~~B.— Answer. DSA Represented Employees. The person charged and/or the department head of the department in which the alleged violation or violations occurred may answer the complaint, within ten (10) days, after the service thereof upon him or her. Four copies of the answer shall be filed with the civil service commission, in care of the personnel director and the personnel director shall stamp on each copy the date it was filed. The personnel director shall:~~

1. ~~Place one copy on file for the civil service commission.~~
2. ~~Transmit one copy to the county counsel's office.~~
3. ~~Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to the person who signed the complaint.~~
4. ~~Transmit one copy by either personally serving it on, or mailing it, with return receipt requested, to either the department head of the department in which the alleged violation or violations occurred, if he or she is not the answering party, or to the accused, if he or she is not the answering party.~~

GA. ~~Complaint. PPEO Represented, Classified Management and Confidential Employees.~~ The complainant must file five copies of the complaint with the civil service commission, in care of the personnel director not later than five calendar days after completion of the last step in the grievance process. All five copies shall be marked by the personnel director with the date on which they were filed. The personnel director shall:

* * *

5. ~~Transmit one copy to the County Executive's Office.~~

DB. ~~Answer. PPEO Represented, Classified Management and Confidential Employees.~~ The person charged and/or the department head of the department in which the alleged violation or violations occurred may answer the complaint, within fourteen (14) calendar days, after the service thereof upon him or her. Five copies of the answer shall be filed with the civil service commission, in care of the personnel director and the personnel director shall stamp on each copy the date it was filed. The personnel director shall:

* * *

Section 29: That section 3.08.330 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.330 Grievance - Hearing.

DSA Represented, PPEO Represented, Classified Management and Confidential Employees.

Within twenty (20) **calendar** days after the date of the preliminary hearing the civil service commission shall hold a hearing at a special meeting for the purpose of determining the validity of the charges made.

A. Definition of Party. For purpose of this section a "party" is defined as the complainant, the party accused, and the department head of the department in which the violation or violations alleged to have occurred.

B. Attorneys. Any party is entitled to be represented by private counsel. The county counsel, or deputy, may participate in the examination of witnesses.

C. Private Hearings.

~~1. DSA Represented Employees. Said hearings shall be private, and all persons other than the parties, their attorneys, the civil service commission, the court reporter, the county counsel and deputies, and witnesses who are actually testifying shall be excluded unless the person accused and the department head of the department in which the violations are alleged to have occurred jointly file a written request for a public hearing with the civil service commission, in care of the director of personnel, at least five days prior to the date of said hearing.~~

~~2. PPEO Represented, Classified Management and Confidential Employees. Said hearings shall be private, and all persons other than the parties, their attorneys, the civil service commission, the personnel director, the clerk to the civil service commission, the court reporter, the county counsel and deputies, and witnesses who are actually testifying shall be excluded unless the person accused and the department head of the department in which the violations are alleged to have occurred jointly file a written request for a public hearing with the civil service commission, in care of the director of personnel, at least seven calendar days prior to the date of said hearing.~~

D. Evidence.

1. Order of Evidence. The person who signed the complaint shall first present evidence of the charges alleged. The person charged and/or the department head of the department in which the alleged violation or violations occurred may then present evidence in his or her behalf.

2. Relevancy.

~~a. DSA Represented Employees. Only the evidence which is relevant and material to the allegations of violations of the civil service ordinance and/or the civil service rules shall be admissible into evidence.~~

~~b. PPEO Represented, Classified Management and Confidential Employees. Only the evidence which is relevant and material to the allegations of violations shall be admissible into evidence.~~

E. Court Reporters. No evidence shall be received by the commission unless all proceedings are reported or otherwise suitably recorded.

F. Subpoenas. The clerk to the civil service commission is authorized to issue subpoenas for the purpose of compelling the attendance of witnesses at the hearing conducted pursuant to this rule.

G. Records.

~~1. DSA Represented Employees. Upon demand of the chairperson of the civil service commission, the personnel director shall make available to the commission and/or any party to the proceeding any personnel record document, or writing in his or her office which the chairperson of the commission deems relevant to the charges made.~~

~~2. PPEO Represented, Classified Management and Confidential Employees. Upon demand of the chairperson of the civil service commission, the personnel director shall make available to the commission and/or any party to the proceeding any personnel record or existing document, in his or her office which the chairperson of the commission deems relevant to the charges made.~~

H. Conclusion.

~~1. DSA Represented Employees. If, after the presentation of all the evidence, the civil service commission is convinced by a preponderance of the evidence of the truth of the charges in the complaint, the commission shall afford the complainant any relief requested and if the person against whom the grievance is filed fails to comply with the civil service commission decision, the civil service commission shall direct the commission's counsel to take appropriate civil legal action against the person or persons charged. If the commission is not so convinced of the truth of the charges, the commission may afford the complainant any relief requested, or modify it in whole or in part, it shall announce this fact at its next regular meeting. The decision of the commission shall be final except as provided in Part 12 of these rules.~~

~~2. PPEO Represented, Classified Management and Confidential Employees. If, after the presentation of all the evidence, the civil service commission is convinced by a preponderance of the evidence of the truth of the charges in the complaint, the commission shall afford the complainant any relief requested and if the person against whom the grievance is filed fails to comply with the civil service commission decision, the civil service commission shall direct the commission's counsel to take appropriate action against the person or persons charged. If the commission is not so convinced of the charges, the commission may deny the grievance, in whole or in part. If partially denied, the commission may, if appropriate, afford the complainant partial relief. The commission shall announce the decision at its next regular meeting. The decision of the commission shall be final.~~

Section 30: That section 3.08.340 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.340 Grievance - Dismissal of action.

DSA Represented, PPEO Represented, Classified Management and Confidential Employees.

A. By Complaining Party. At any time prior to the conclusion of the hearings, the complaining party may, with the consent of the civil service commission, withdraw his or her complaint and dismiss the action.

B. Limitation of Action.

~~1. DSA Represented Employees. The civil service commission shall dismiss any charge in the complaint when it appears that the complaint was filed more than sixty (60) days after the date of the alleged violation.~~

~~2. PPEO Represented, Classified Management and Confidential Employees.~~
The civil service commission shall dismiss any charge in the complaint when step ~~4~~one of the grievance was filed more than sixty (60) calendar days after the date of the alleged violation.

Section 31: That section 3.08.1020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1020 Fitness for duty evaluation during employment -PPEO represented, management, confidential and unclassified non-management employees.

A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate his or her capacity to perform the duties of his or her position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician selected by the county.

B. The examining physician shall state whether, in his or her opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.

C. If the examining physician finds the employee unfit to perform the essential job duties/functions of his or her position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county

disability management administrator to provide additional information to the examining physician for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.

D. Further medical information provided by the employee will then be submitted directly to the examining physician who completed the initial review. The physician will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of his or her position. The employee shall not be entitled to a second evaluation by another physician.

Section 32: That section 3.08.1025 of Chapter 3 of the Placer County Code is hereby deleted in its entirety:

~~**3.08.1025** Fitness for duty evaluation during employment—Deputy sheriff's association.~~

~~A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate his or her capacity to perform the duties of his or her position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician or psychologist selected by the county.~~

~~B. The examining physician or psychologist shall state whether, in his or her opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.~~

~~C. If the examining physician or psychologist finds the employee unfit to perform the essential job duties/functions of his or her position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county disability management administrator to provide additional information to the examining physician or psychologist for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.~~

~~D. Further medical information provided by the employee will then be submitted directly to the examining physician or psychologist who completed the initial review. The physician or psychologist will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of his or her position. The employee shall not be entitled to a second evaluation by another physician or psychologist.~~

Section 33: That section 3.08.1060 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1060 Performance appraisal.

* * *

F. * * *

2. If the person who supervised the employee for the longest period is no longer employed in county service:

a. Such person, if available, shall be provided the opportunity to confer with the rating supervisors.

b. If such person is not available, or declines to comment, the rating shall be by the last supervisor and such other supervisor as may be directed by the department head.

c. The rater or raters shall prepare and submit to the appointing authority a performance appraisal of the employee at the conclusion of the rating period. Failure by the supervisor to submit such report shall result in a rebuttable presumption of "Standard" as to the missed evaluation.

* * *

~~I. DSA Represented Employees. Subject to the provisions of subsections A, B and E of this section the periodic computer printout "Performance Evaluation Due Report" (PPP 380-17) will be forwarded to the county executive officer for all employees whose performance evaluation is thirty (30) days or more overdue. The county executive officer will follow up with the department heads involved. Failure by the appointing authority to prepare an annual evaluation within ninety (90) days of the due date shall result in a rebuttable presumption of "standard" as to the missed evaluation.~~

Section 34: That section 3.08.1070 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1070 Release during probationary period.

* * *

C. DSA Represented, PPEO Represented, Classified Management and Confidential Employees.

Release During Initial Probationary Period. At any time during the initial probationary period, a probationary employee may be released by the appointing authority, and the probationary employee shall be without the right of review of any kind. Notification of release shall be made in writing to the probationary employee by the appointing authority with a copy sent to the personnel director. The effective date of the probationary employee's separation from county service and last day on county payroll will be the day of the notice of release.

~~D. Deputy Sheriffs Unit. The appointing authority shall have the right to suspend the work performance requirement and the termination shall become effective immediately upon service of the notice of rejection conditioned upon the payment of two weeks pay.~~

Section 35: That section 3.08.1190 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1190 Grounds for discipline.

* * *

D. ~~Dishonesty – PPEO Represented, Management, Confidential and Unclassified Non-management Employees;~~

E. Incompetence or inefficiency;

F. Insubordination;

G. ~~1. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~ The use of alcohol, drugs or narcotics, medications or any substance that impairs job performance and/or the safety of the employee and/or other persons;

~~2. DSA Represented Employees. The use of intoxicating liquor or beverages or intoxication while on duty. The use of drugs or narcotics and/or medications that affects job performance and/or the safety of other persons;~~

H. Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements;

I. Negligence of, or willful damage to, waste of, or unauthorized use or theft of, public supplies or equipment;

J. ~~1. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~ Violation of civil service laws, county policies and/or procedures;

~~2. DSA Represented Employees. Willful violation of civil service laws and procedure;~~

K. Fraud in securing appointment;

L. Failure to meet reasonable work performance standards and requirements;

M. Discourteous treatment of the public or other employees;

N. Improper political activity;

~~O. DSA Represented Employees. Violation of the county's discrimination and harassment policy, voicemail, internet and computer use policy, or policy against violence in the workplace;~~

PO. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to his or her agency or employment. The county shall be held to a standard of expectation which is no less than those standards of the state civil service system and applicable case law.

Section 36: That section 3.08.1250 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1250 Interim suspension (administrative leave) with pay.

DSA Represented, PPEO Represented, Classified Management and Confidential Employees.

A. ~~Deputy Sheriff's Association and PPEO Represented Employees, Classified Management and Confidential.~~ Pending investigation by the appointing authority of charges against an employee, the appointing authority may, in writing, and with the approval of the ~~CEO~~**county executive officer** order the employee placed on immediate paid administrative leave of absence until charges are filed under Section 3.08.1230. Such interim suspension may only be made if the appointing authority and ~~CEO~~**county**

executive officer determine it is in the best interest of the department or county to do so.

B. ~~PPEO Represented Employees, Classified Management and Confidential.~~ If notice is served under Section 3.08.1210, the appointing authority may with ~~CEO~~**county executive officer** approval, in writing, order that such interim suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority **and the county executive officer** determines that it is in the best interest of the department or county to do so.

C. ~~DSA Represented Employees.~~ If charges are filed under Section 3.08.1210, the appointing authority may with CEO approval, in writing, order that such suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority and the county executive officer determines that it is in the best interest of the department or county to do so.

D. ~~DSA Represented Employees.~~ No interim suspension under subsection A of this section shall be valid unless first approved by the county executive officer.

Section 37: That section 3.12.020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.020 Classified service—Salary and benefits notations.

* * *

2. Career and Education Incentive. ~~Effective July 23, 2004 at 5:01 p.m.,~~ Ffull-time permanent employees in the following classes shall be eligible for the career and education incentive:

Assistant Sheriff

Deputy Sheriff I

Deputy Sheriff II

Sheriff's Sergeant

Investigator — District Attorney

Investigator—Supervising District Attorney

Investigator—Welfare Fraud*

Investigator Welfare Fraud---Supervising*

~~Managing Chief Investigator~~Investigator—~~Chief District Attorney~~

Sheriff

Sheriff's Captain

Sheriff's Lieutenant

~~Supervising Investigator~~

Undersheriff

a. Basic POST.

i. Employees hired or rehired on or after February 26, 2013 will not receive the Basic POST benefit.

ii. Active employees already receiving Basic POST on February 26, 2013 will continue to receive Basic POST until they separate from Placer County employment at which point they lose all future rights to this benefit.

- Five percent of base salary for possession of a POST basic certificate.
- Effective the pay period beginning pay period 20, March 9, 2013, Basic POST will increase to seven percent of base pay.

b. Intermediate POST. Five percent of base salary for possession of a POST intermediate certificate.

c. Advance POST. ~~Two and one-half~~Five percent of base salary for possession of a POST advanced certificate.

~~d. Effective pay period 9, October 1, 2004 at 5:01 p.m., the certificate incentive for the POST advanced certificate shall increase by two and one-half percent of base salary for a total of five percent of base salary for the advanced certificate.~~

de. POST certificate incentive percentages shall be cumulative but not compound.

* In the case of Investigator—Welfare Fraud, the equivalent of the POST Certificates shall be verified by the Director of Health and Human Services.

fe. ~~Effective pay period 3, July 8, 2005 at 5:01 p.m.,~~ Full-time permanent employees in the above listed classifications will be eligible for educational incentive pay of fifty dollars (\$50.00) per pay period for an associate degree (AA), ~~or seventy-five dollars (\$75.00) per pay period for a bachelor degree (BA)~~ or one hundred dollars (\$100.00) per pay period for a masters degree (MA). To be eligible for educational incentive pay ~~for an associate (AA) or bachelor (BA) degree,~~ the degree must be from an accredited college, consistent with the personnel department practices in

determining validity of the college and degree. Employees must present evidence of successful completion of a qualifying degree, consistent with this section to their department head, ~~whewhich~~ which shall determine and certify whether employees are eligible to receive educational incentive pay.

~~gf.~~ gf. Employees may not receive educational incentive pay for ~~both an~~ more than one degree (associate, and bachelor or masters degree). The payments are not cumulative and only one ~~of the other~~ degree qualifies for payment. An employee may only receive educational incentive pay for one degree and not multiple degrees.

* * *

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. Correctional Officers

i. Two hundred twenty-five dollars (\$225.00) per month to the canine handler responsible for, and where the county owns the canine;

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

~~c.~~ iii. 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.~~ iv. 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.

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e-v. 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.

b. DSA Represented Employees

i. Three hundred dollars (\$300.00) per month to the canine handler;

ii. 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. Canines shall receive veterinary care from a county designated veterinarian or one of the canine handlers'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.

iii. 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.

iv. This care and maintenance pay is granted in recognition of the personal 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.

* * *

25. Wellness Incentive, Deputy Sheriffs Unit and Safety Management.

a. ~~Effective pay period 3, July 8, 2005 at 5:01 p.m.,~~ **e**Employees in the following classifications, if otherwise qualified pursuant to this section, shall receive an allowance equal to two and one-half percent of their base pay:

Assistant Sheriff

Deputy Sheriff I

Deputy Sheriff II

Investigator—**District Attorney**

Investigator—Supervising District Attorney

Investigator—Welfare Fraud

Investigator Welfare Fraud—Supervising

~~Managing Chief Investigator~~ **Investigator—Chief District Attorney**

Sheriff

Sheriff's Captain

Sheriff's Lieutenant

Sheriff's Sergeant

~~Supervising Investigator~~

Undersheriff

~~b. Effective pay period 18, February 3, 2006 at 5:01 p.m., the wellness allowance shall increase from two and one-half percent to five percent.~~

~~c. Effective pay period 9, September 26, 2009, the wellness incentive will be reduced from five percent of base pay to two and one-half percent of base pay for all deputy sheriffs' association classes.~~

Ordinance. _____

~~db.~~ An employee must qualify to receive the wellness incentive. In order to qualify for and to continue receiving the wellness incentive, each DSA member within the above-listed classifications shall:

~~i.~~ By June 15, 2005, present to his or her department head, or designee, competent proof via a county/DSA approved form, that he or she has had a physical exam consistent with the physical exam guidelines set forth by the United States Department of Health and Human Services and the U.S. Preventative Services Task Force. Physical examinations conducted between July 1, 2004 and June 30, 2005 may be used to initially qualify for this benefit.

~~ii.~~ If an employee fails to meet the required deadline of June 15, 2005, he or she will not begin receiving the wellness incentive. However, if the employee subsequently provides the required documentation, he or she will qualify to receive the wellness incentive effective the first full pay period after the required documentation is received and approved.

~~i.~~ ~~iii.~~ In order to continue to qualify for and receive the wellness incentive each employee shall annually present to his or her department head, or designee, competent proof via a county/DSA-approved form, that he or she has had a physical exam consistent with the physical exam guidelines set forth by the United States Department of Health and Human Services and the U.S. Preventative Services Task Force by December 31st, beginning in 2006.

~~ii.~~ ~~iv.~~ If an employee fails to meet the annual required deadline of December 31st, he or she will not continue to receive the wellness incentive effective the first full pay period after December 31st. However, if the employee subsequently provides the required documentation, he or she will qualify to receive the wellness incentive effective the first full pay period after the required documentation is received and approved.

~~ec.~~ For the purpose of this section, participation in an activity to maintain physical fitness shall be elective and is not mandated by the county of Placer or its employees.

d. Effective pay period 20, March 9, 2013 the Wellness Incentive will be eliminated for all employee classifications.

* * *

30. Confidential Pay. Permanent employees in positions designated as Confidential, as defined in the Placer County Employer and Employee Relations Policy, shall receive two and one half percent additional pay.

31. Licensure / Certification. Management employees in the health and human services department who possess and use specialty licensure or certification which is above the minimum qualification and used during the normal course and

scope of their position will receive a pay differential of five percent of base salary; example, licensed clinical social worker (LCSW).

Section 38: That section 3.12.090 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.090 Tahoe rural health program.

A. DSA Represented Employees. 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.

~~1. Effective January 1, 2010, DSA represented e~~Employees who have one-party coverage will be entitled to receive a maximum of two thousand dollars (\$2,000.00) each calendar year. ~~All non DSA represented employees who have one-party coverage will continue to be entitled to receive a maximum of two thousand dollars (\$2,000.00) each calendar year.~~

~~B. Effective January 1, 2010, DSA represented e~~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. ~~All non DSA represented employees who have two-party or family coverage will continue to be entitled to receive a maximum of three thousand dollars (\$3,000.00) each calendar year.~~

2. Effective January 1, 2014 the Rural Health Subsidy will increase.
Employees who have one-party coverage will be entitled to receive a maximum of two thousand two hundred and fifty dollars (\$2,250.00) each calendar year.
Employees who have two-party or family coverage will be entitled to receive a maximum of three thousand two hundred and fifty dollars (\$3,250.00) each calendar year.

B. PPEO Represented, Safety Management, Management and Confidential Employees. **The County provides a Rural Health Subsidy allowance for Tahoe area employees who do not have access to a county offered Health Maintenance Organization, and are covered by a County offered PPO. The Rural Health Subsidy allowance will be used for the reimbursement of medical expenses, as**

defined under IRS Code Section 213, which are not covered by any other insurance plan. The reimbursement cannot cover employee premium payments.

1. Employees who have one-party coverage will be entitled to receive the Tahoe Rural Health Subsidy for a maximum of two thousand dollars (\$2,000.00) each calendar year.

2. 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.

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

In the matter of: An Ordinance Amending an Uncodified
 Ordinance Relating To Salaries and Compensation
 And Benefits of Placer County Deputy Sheriffs
 Association Employees

Ord.No.: _____

First Reading: _____

Second 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

Ann Holman

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

The Board of Supervisors of the County of Placer, State of California, hereby ordains as follows:

That this uncodified Ordinance amends provisions relating to salaries, compensation and benefits of the Placer County Deputy Sheriffs Association employees, as set out in Attachment A and is effective immediately upon final adoption. This ordinance shall not be codified.

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Health Care / Dependent Coverage

1. For the 2013 Benefit Year, all employees will pay 20% of the premium for any plan excluding PERSCare; PERSCare will be frozen at the monthly employer contribution of \$457.70 for employee only; \$915.38 for employee plus one; and \$1,190.00 for employee plus family coverage).
2. Effective with the 2014 Benefit Year, employees will pay 20% of the total health premium for any plan with the exception of PERSCare; for PERSCare the employee will pay 55% of the premium cost for any plan and the employer will pay 45% of the premium cost for that plan.

Part-Time Pro-rated Benefits

Placement in the 3 tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year.

Part-time Prorated Benefit Tiers are:

- 50% benefit = 20 to 20.99 hours / week
- 75% benefit = 21 to 31.99 hours / week
- 100% benefits = 32+ hours / week

Employees who work less than 20 hours per week (40 hours per pay period) including paid leave such as vacation, sick leave, compensatory time off, etc. shall be charged for the full amount (employee & employer share) for all insurance premiums for each pay period they do not work the minimum number of hours in the previous 13 pay periods.

Retiree Health Insurance Vesting

1. The parties agree that the County dollar contribution for PERS Retiree Group Health Insurance for employees and retirees of classifications represented by PCDSA will be the same for retired employees, as it is for active employees.
2. New employees hired after January 1, 2005 will be covered by CalPERS Government Code Section 22893 that requires the employee to have at least ten years of PERS service, of which five years must have been with Placer County, before becoming eligible for County paid retiree health insurance.
3. The parties agree that Placer County and the DSA will seek legislative amendments to the CalPERS PEMHCA Government Code to change eligibility for CalPERS Retiree Health Insurance vesting based upon CalPERS Service Credit earned with Placer County only and excludes other public service credit as part of the eligibility criteria. Under the changes sought a New Hire represented by DSA would need at least ten (10) years of Placer County service to receive 50% of the employer contribution, increasing by 5% for each additional year of Placer County service to a maximum of 100% at twenty (20) years of service.

Vision Care

1. The County shall provide vision insurance at the 100% employee-only rate.
2. Employees have the option of purchasing dependent vision coverage, under the county's current plan design, during an open enrollment period, and is 100% paid for by the employee.
3. There is a one-year lock in/lock out enrollment provision for adding and/or deleting dependents. Employees may add or delete dependents during the annual Open Enrollment period. Coverage changes will be effective January 1st of each year.
 - a. Dependent Vision coverage will mirror the employee's eligibility for health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents.
 - b. Family status changes such as birth, death, marriage, and divorce will still apply.
4. The County will add a retired annuitant vision insurance program if and when a program becomes available through the State for public agency annuitants and is paid for 100% by the retiree.

Tuition Reimbursement

Tuition reimbursement shall be \$1,200.00 per fiscal year.

Organizational Leave – Paid Release Time

The parties agree that the policy of the Sheriff, District Attorney and Health & Human Services Departments is to allow the Association's board members paid release time to carry out Association business. Up to four hundred (400) hours per calendar year of paid release time is granted collectively to the Associations board members. This release time is subject to approval of the appropriate Department Head or their designee.

A record of release time granted will be documented on the Board member's time sheet and maintained by the payroll unit for the appropriate department.

Association representatives engaged in collective bargaining shall be allowed additional reasonable release time to participate in negotiations at the bargaining table. For this purpose only, The Department Head may grant release time in excess of four hundred (400) hours in a calendar year.

Investigator - Welfare Fraud Classifications / Work-related Disability Program

~~Employees in the classification series of Investigator - Welfare Fraud, who are temporarily disabled by an injury or illness, arising out of and in the course of employment shall be eligible for full salary in lieu of temporary disability benefits for a maximum period of up to one~~

~~year or upon return to work or separation from County employment. This section shall apply only to employees in the series of Investigator—Welfare Fraud.~~

Sick Leave Balances

~~A committee comprised of management and DSA members will be established to conduct a study regarding sick leave balances accruals and the county's related liability. The committee will make a recommendation to the County Executive Officer by the termination date of this agreement that would serve to limit the county's liability and protect the employee in the event of a long term illness.~~