

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

In the matter of:

An ordinance amending the Placer County Code, Chapter 3, at Sections 3.04.290, 3.04.390, 3.04.395, 3.04.450, 3.04.610, 3.04.650, 3.08.1050, 3.08.1260, 3.12.080, 3.12.090, 3.12.020, 3.12.100.

Ordinance No.: 5879-B

Introduced: 07/25/17

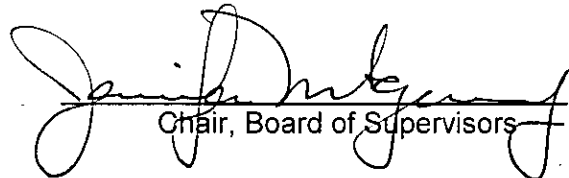
The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held August 08, 2017, by the following vote on roll call:

Ayes: DURAN, WEYGANDT, HOLMES, UHLER, MONTGOMERY

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.


Chair, Board of Supervisors

Attest:


Clerk of said Board

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

Section 1. 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 service; and
 - 2. To be reachable by telephone or radio; and
 - 3. To refrain from activities which might impair his or her ability to perform his or her assigned duties.
- B. Stand-by duty may only be assigned by a department head, or designated representative.
- C. **Management Employees:** Stand-by duty shall be compensated at a flat rate of twenty-one ~~seven~~ dollars (\$217.00) for weekdays and ~~twenty-four~~ **thirty** dollars (\$2430.00) 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.
 - ~~1. PPEO Represented and Management Employees. Effective December 13, 2014, pay period 14, stand-by duty shall be compensated at a flat rate of twenty five dollars (\$25.00) for weekdays and twenty eight dollars (\$28.00) for weekends and holidays.~~
 - ~~a. PPEO Represented and Management Employees. Effective December 12, 2015, pay period 14, stand-by duty shall be compensated at a flat rate of twenty seven dollars (\$27.00) for weekdays and thirty dollars (\$30.00) for weekends and holidays.~~
 - 1. For employees represented by the Placer County Deputy Sheriffs Association. Stand-by duty shall be compensated as set forth in the Memorandum of Understanding between the county and the PCDSA.
 - 2. **For employees represented by Placer Public Employees Organization (PPEO), stand by duty shall be compensated as set forth in the Memorandum of Understanding between the County and PPEO.**
- D. Stand-by duty and stand-by compensation shall not be deemed overtime compensation for purposes of Section 3.04.230. (Ord. 5835-B § 2, 2016; Ord. 5749-B § 1, 2014; Ord. 5747-B § 1, 2014; Ord. 5740-B § 4, 2014; Ord. 5700-B § 7, 2013; Ord. 5683-B § 6, 2012; Ord. 5478-B (Attach. A), 2007; Ord. 5309-B, 2004; prior code § 14.220)

Section 2. 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, unclassified non-management, and DSA represented employees.

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- 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). (~~Ord. 5740-B § 5, 2014; Ord. 5700-B § 9, 2013; Ord. 5683-B § 11, 2012; Ord. 5572-B § 5, 2009; Ord. 5478-B (Attach. A), 2007; Ord. 5058-B (Attach. 14), 2000; prior code § 14.325~~)

- E. Management and Confidential Employees. Provisions related to county paid health insurance premiums as outlined in subsection C and D above may be extended, at the recommendation of the appointing authority and approval of the county executive officer, in increments up to a total of an additional nine months. (Ord. 5740-B § 5, 2014; Ord. 5700-B § 9, 2013; Ord. 5683-B § 11, 2012; Ord. 5572-B § 5, 2009; Ord. 5478-B (Attach. A), 2007; Ord. 5058-B (Attach. 14), 2000; prior code § 14.325)

Section 3. That section 3.04.395 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

~~3.04.395 Insurance continuation while on leave of absence—PPEO represented, management, confidential and unclassified nonmanagement employees.~~

~~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/Pregnancy Disability Leave (FMLA/CFRA/PDL), Section 3.04.540, the county will pay the employer share towards all insurance programs for the FMLA/CFRA period. The employee will be responsible for paying the employee 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/PDL, Section 3.04.540, the county will pay the employer share towards health, dental and vision insurance for the FMLA/CFRA/PDL period. The employee will be responsible for the employee share of health, dental and vision premiums. The employee will also be responsible for any premium payments (both county and employee share) associated with any other insurance programs (including, but not limited to, life insurance, AD&D, etc.) in which he or she is enrolled. If the employee fails to return to work from medical leave, the employee will reimburse the county for premiums paid by the county on the employee's behalf.~~

~~C. If the medical leave of absence under the FMLA/CFRA/PDL, Section 3.04.540 extends beyond the FMLA/CFRA/PDL period and the employee is in paid status, the county will continue to pay the employer share towards all group insurance premiums and the employee will be responsible for the employee share of insurance premiums.~~

~~1. If the medical leave of absence under the FMLA/CFRA/PDL, Section 3.04.540, extends beyond the FMLA/CFRA/PDL period and the employee is in unpaid status, the county will continue to pay the employer share towards health insurance premiums during this period of extended leave for up to three months. The employee will pay the employee contribution towards health insurance premiums and all premium payments (both county and employee share of contribution) associated with any other insurance programs in which he or she is enrolled. This includes, but is not limited to, health, dental, vision, life, accidental death insurance or other county insurance programs.~~

~~2. If the medical leave of absence extends three months beyond the exhaustion of the FMLA/CFRA/PDL period and paid leave (whichever is later) the employee will be responsible for both the county share (employer contribution) and the employee share (employee contribution) of all the group insurance premiums for the remainder of the approved leave. This includes, but is not limited to, 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/PDL leave under Section 3.04.540, the county will continue to pay the employer contribution towards group insurance premiums while the employee~~

is in a paid status and the employee will be responsible for paying the employee share of insurance premiums.

If the medical leave of absence extends beyond the exhaustion of paid leave, the county will continue to pay the employer share towards health insurance premiums for up to three months following the exhaustion of paid leave. The employee will pay the employee contribution towards health insurance premiums and all premium payments (both county and employee share of contribution) associated with any other insurance programs in which he or she is enrolled. This includes, but is not limited to, health, dental, vision, life, accidental death insurance or other county insurance programs.

If the medical leave of absence extends three or more months beyond the exhaustion of paid leave, the employee will be responsible for both the county share (employer contribution) and the employee share (employee contribution) of all the group insurance premiums for the remainder of the approved leave. This includes, but is not limited to, health, dental, vision, life, accidental death insurance or other county insurance programs.

E. Management and Confidential Employees. Provisions related to county paid health insurance premiums as outlined in subsections C and D above may be extended, at the recommendation of the appointing authority and approval of the county executive officer, in increments up to an additional nine months. (Ord. 5740 B § 6, 2014)

Section 4. 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 **of at least thirty (30) days** 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 Sheriff's 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. ~~1. 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 per hour. Employee B would be credited with two hours of sick leave.
 - ~~1. Deputy Sheriff's Units. 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. **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, worker's compensation benefits or salary protection plan benefits, as applicable.**
- G. Maximum Donated Hours—~~Confidential 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.
 - ~~1. 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, worker's compensation benefits or salary protection plan benefits, as applicable.~~

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- M. **For employees represented by the Placer County Deputy Sheriff's Association: 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. **Sick Leave Contributions shall be as set forth in the Memorandum of Understanding between the County and the PCDSA.**
(Ord. 5740-B § 7, 2014; Ord. 5719-B § 1, 2013; Ord. 5700-B § 14, 2013; Ord. 5683-B § 14, 2012; Ord. 5572-B § 9, 2009; Ord. 5478-B (Attach. A), 2007; Ord. 5383-B, 2005; prior code § 14.375)

Section 5. That section 3.04.610 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.610 Compensation plan and salary step.

- A. The board of supervisors, upon considering all recommendations, may enact in whole or in part the compensation plans proposed for employees in classified and unclassified service. The compensation plan enacted for employees in the classified service shall include a salary grade for each class consisting of minimum, intervening and maximum steps.
- B. **For PPEO represented employees, Confidential Employees and Unclassified Non-Management Employees. Effective March 2, 2019, each job classification shall have two salary ranges: Range A and B. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in Chapter 3 and the MOU shall apply. Any future unit wide salary change shall be applied equally to Range A and Range B.**

1. Salary Range A

Salary Range A shall be the salary range in place for each job classification as of March 1, 2019. Existing employees in permanent positions as of March 1, 2019, shall be assigned to Range A for the remainder of their continuous employment with the County.

2. Salary Range B

Employees who are hired on or after March 2, 2019, shall be assigned to Salary Range B.

A. The top step of Salary Range B shall be equal to the top step of Salary Range A for each job classification. Salary Range B shall consist of 10 (ten) steps (steps 1-10). The range between each Step 1 through 10 shall be approximately 2.5% not to exceed the top step of Salary Range A.

B.C. Where the board of supervisors authorizes recruitment for a position at a level shown above Step 1, without requiring additional qualifications, the board may order that the incumbents already holding positions in that classification shall have their existing pay adjusted so that it will bear the same relationship to the new recruitment step as it bore to Step 1, except that it shall not exceed Step 5, of the same grade, and except that all those with satisfactory performance in the class and whose salary rates are beneath the new recruitment rate, shall have their salary rates adjusted upward to at least the new recruitment rate. All persons on the eligible list who are offered appointment in the classification shall be offered the new recruitment step.

G.D. Where a salary grade for a given class or for several classes is revised upward or downward, the incumbents in the positions in classes affected shall have their existing pay adjusted to the same step in the new grade. (Ord. 5478-B (Attach. A), 2007; prior code § 14.705)

Section 6. That section 3.04.650 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.650 Progression in steps.

A. PPEO General and Professional Units, Confidential Employees and Unclassified Non-Management Employees. Normally, and as a general rule, upon progress and productivity, employees may be considered eligible for increases in salary according to the following general plan:

1. The numbers 1-5 or 1-10, ~~2, 3, 4, and 5, respectively~~ denote the various steps in the **Salary Ranges A and B, respectively**, grade.
2. Step 1 will normally be paid upon initial employment. ~~for a period of six months' continuous full-time service.~~
3. Step 2 will normally be paid upon satisfactory completion of the probationary period. ~~six months' continuous full-time service.~~
4. Employees will be considered for increase to Step 3 at the satisfactory completion of two thousand eighty (2080) paid hours in Step 2 ~~one year's continuous full-time service in Step 2.~~
5. Employees will be considered for future step increases at the satisfactory completion of two thousand eighty (2080) paid hours at each step in the salary range. ~~increase to Step 4 at the satisfactory completion of one year's continuous full-time service in Step 3.~~
6. ~~Employees will be considered for increase to Step 5 at the satisfactory completion of one year's continuous full-time service in Step 4.~~

B. Deputy Sheriff's Association, Safety Management, Management, ~~Confidential and Unclassified Nonmanagement~~-Employees.

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~~E. As a result of severe financial crisis facing the state and the county, the provisions set out in this section relating to approval or disapproval of merit increases for all unclassified employees and for classified management employees are hereby suspended for the period from July 1, 2010 through June 30, 2011. During this period of suspension, no appointing authority may recommend a step or merit increase for any~~

such employee, nor shall any such employee gain eligibility for a step or merit increase. All paid hours earned during the period of time from July 1, 2010 to June 30, 2011 shall not be counted toward eligibility for a step or merit increase. (Ord. 5627-B § 10, 2010; Ord. 5594-B § 1, 2010; Ord. 5478-B (Attach. A), 2007; Ord. 5006-B, 1999; prior code § 14.710)

Section 7. That section 3.08.1050 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1050 Length of probation.

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2. PPEO Represented Employees, **Confidential, and Classified Management Employees**. All appointments to **permanent full time and permanent part time positions in the classified service shall serve a probationary period of twelve (12) months or two thousand eighty (2080) hours, whichever is more, at the time of their initial hire or promotion with the exception of those classifications listed below. Where changes to the probationary period for a classification are made herein, employees will serve the probationary period in effect when they began their probation. Time spent on leave of absence will not count towards the completion of the probationary period, subject to any state or federal law.** ~~other than an initial hire will serve a six-month probationary period unless specified separately under these length-of-probation provisions. All permanent appointments from open or promotional eligible lists to positions in the classified service shall serve the probationary periods indicated below:~~

Promotion to	Period
Auditor Appraiser I	12 months
Recorder/Elections Technician (entry)	12 months
Equipment Operator	12 months

3. Probation Department

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

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

4. Sheriff's **Office – Non PPEO Represented** Department.

Initial Hiring Classification	Period
Deputy Sheriff I	18 months
Correctional Officer I	12 months
Public Safety Dispatcher I	12 months

Promotion to	
Correctional Officer I	12 months
Deputy Sheriff I	18 months
Deputy Sheriff II	6 months
Public Safety Dispatcher I	12 months
Sheriff's Sergeant	6 months

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- B. 1. PPEO Represented, Classified Management and Confidential Employees—Extension of Probation. Probationary periods may be extended when good cause exists. Good cause includes, but is not limited to, an extended absence or similar circumstance that removes the probationary employee from direct observation of job performance and/or there have been changes in the probationary employee's status, i.e., a transfer from one class to another, a transfer from one department to another, change in work location, major change in assignment, the installation of new processes or technology; or when the appointing authority has failed to complete interim performance appraisals and has been directed to request such an extension of the probationary period under Section 3.08.1060(B). In such situations, the appointing authority may, with the consent of the ~~personnel~~ **Human Resources D**irector, extend an employee's probationary period for up to ninety (90) days (five hundred twenty (520) hours). ~~and with the consent of the civil service commission up to six months (one thousand forty (1,040) hours).~~ Prior to expiration of the probationary period the appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The personnel director may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.
2. Deputy Sheriff Unit—Extension of Probation. If during the probationary period there have been changes in an employee's status, i.e., a change in work location, major change in assignment, the installation of new processes or technology, or in the event of authorized light duty because of illness/injury where the assignment prevents the completion of field training and/or jail operations training (this field training and jail operations training requires successful completion prior to completing probation), the appointing authority may, with the consent of the civil service commission, extend an employee's probationary period for up to one year. The appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The ~~personnel~~ **Human Resources D**irector may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.

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Section 8. That section 3.08.1260 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1260 Effective date of discipline.

The employee may file a request for an appeal hearing within ten (10) calendar days of being served, per Placer County Code, Chapter 3, Section 3.03.1280.

- A. Discipline less than termination shall become effective **eleven (11) days after the employee has been served with the order of discipline, whether**

~~or not an appeal has been filed by the employee. when either the employee has not filed a request for an appeal hearing (within the ten (10) calendar days as required under Section 3.08.1280) or at the conclusion of a hearing when findings have been made by the commission.~~

B. ~~In the event the order initiating d~~Discipline ~~that~~ involves discharge from employment, the discipline shall become effective when the appointing authority has served the employee with a copy of the order and filed the original order with the personnel ~~Human Resources D~~irector pursuant to Section 3.08.1240. (Ord. 5683-B § 48, 2012; Ord. 5627-B § 21, 2010; Ord. 5577-B § 7, 2009; Ord. 5478-B (Attach. A), 2007; prior code § 14.2228)

Section 9. That section 3.12.080 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

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3.12.080 Supplemental compensation—Tahoe Branch Assignment Premium

Classified ~~e~~**Employees** meeting the following criteria shall receive the following monthly additional compensation:

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

B. PPEO Represented, Confidential, Management, and Safety Management. Tahoe **Branch Assignment Premium** subsistence shall be paid at the rate of six hundred seventy-five dollars (\$675.00) per month.

1. PPEO Represented and Management Employees. Effective calendar year 2015, pay period beginning December 27, 2014, in exchange for elimination of the Tahoe rural health subsidy, Tahoe **Branch Assignment Premium** subsistence pay shall **be paid at the rate of** increase to seven hundred seventy-five dollars (\$775.00) per month.

C. PPEO Represented, Confidential and Unclassified Non-Management Employees:

1. **Effective the first pay period following July 1, 2018, Tahoe Branch Assignment Premium shall be eight hundred and twenty five dollars (\$825) per month.**
2. **Effective the first pay period following July 1, 2019, Tahoe Branch Assignment Premium shall be eight hundred and seventy five dollars (\$875) per month.**
3. **Upon the effective date of this ordinance, employees hired into or transferring into a position located in the North Lake Tahoe area and who reside in the following areas will qualify for the Tahoe Branch Assignment Premium: the Serene Lake area and all areas in Placer County east of the Serene Lane area; the Emerald Bay area and all areas in California north of Emerald Bay area; the South Lake Tahoe area in El Dorado County, CA; all of the Lake Tahoe Basin area including Washoe County, Nevada; and the Town of Truckee and the unincorporated Truckee area in Nevada County, CA and immediate vicinity.**

4. Employees will be required to request Tahoe Branch Assignment Premium and will need to demonstrate and certify residency within the specified areas
5. Employees will be required to notify Human Resources if they no longer reside in an area qualifying for Tahoe Branch Assignment Premium
6. Employees already receiving Tahoe Branch Assignment Premium at the time this ordinance is effective will continue to receive the premium for the uninterrupted and continuous duration of the employee's position in the North Lake Tahoe area. If an employee no longer occupies a position in the North Lake Tahoe area, but resumes a position in the North Lake Tahoe area after the adoption of this Agreement, the residency requirement of this section will apply to the employee upon re-occupying the same or different position in the North Lake Tahoe area
7. Residency under this section shall be determined in accordance with the Government Code section 244.

D. For employees represented by the Placer County Deputy Sheriff's Association, Tahoe Branch Assignment Premium Pay shall be as set forth in the Memorandum of Understanding between the county and the PCDSA.

~~D.~~ E. For employees represented by the Placer Public Employees Organization, Tahoe Branch Assignment Premium shall be as set forth in the Memorandum of Understanding between the County and the PPEO.

(Ord. 5835-B § 3, 2016; Ord. 5749-B § 2, 2014; Ord. 5747-B § 2, 2014; Ord. 5740-B § 20, 2014; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; Ord. 5309-B, 2004; Ord. 5058-B (Attach. 26), 2000; Ord. 5029-B (Attach. E), 2000; prior code § 14.3092)

Section 10. 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

~~DSA Represented Employees. For employees represented by the Placer County Deputy Sheriff's Association, the Tahoe Rural Health Subsidy shall be as set forth in the Memorandum of Understanding between the county and the PCDSA. Effective after 11:59 p.m. on December 31, 2016, the Tahoe Rural Health Subsidy will be eliminated.~~

~~A. 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.~~

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~~D, PPEO Represented, Confidential and Management Employees. Effective after 11:59 p.m. on December 31, 2014, for calendar year 2015, the Tahoe rural health subsidy will~~

be eliminated. (Ord. 5835-B § 4, 2016; Ord. 5749-B § 3, 2014; Ord. 5747-B § 3, 2014; Ord. 5740-B § 21, 2014; Ord. 5700-B § 38, 2013; Ord. 5572-B § 18, 2009; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; Ord. 5295-B, 2004; Ord. 5058-B (Attach. 27), 2000; Ord. 5029-B (Attach. B), 2000; prior code § 14.3093)

Section 11. That section 3.12.020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

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3. Uniform Allowance—PPEO Represented Employees. Uniform allowances shall be processed as a non-reimbursable, taxable, bi-weekly pay in accordance with procedures established by the auditor controller's office.
 - A. Seven Hundred Fifty Dollar (\$750.00) Allowance. An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties will be paid for the following class series in the amount of seven hundred fifty dollars (\$750.00) per year:

Administrative Clerical
Administrative Legal Clerical
Accounting Clerical
Public Safety Dispatcher
Correction Support Supervisor
Probation Department Staff Services Analyst
Probation Assistant
Probation Department Information Technology
Kennel Attendant

- B. One Thousand Sixty-Five Dollar (\$1,065.00) Allowance. An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties will be paid, for the following class series, in the amount of one thousand sixty-five dollars (\$1,065.00) per year:

Agricultural and Standards Inspectors
Animal Control Officer
Community Service Officer
Correctional Officer
Environmental Health Specialists
Environmental Health Technical Specialists
Environmental Health Technicians
Evidence Technician
Deputy Probation Officers – Field
Deputy Probation Officers – Institution
Investigative Assistant

4. **ACCESS-Family and Children's Services (FACS) Unit Pay.** Designated employees shall be paid five percent if they have been assigned to field activities of the **ACCESS-Family and Children's Services (FACS) Unit** **or perform after hours responsibilities related to emergency child protective duties.**

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8. **Night Shift Differential.**
 - A. PPEO General and Professional Units and Confidential Employees. ~~All employees assigned to work fifty (50) percent or more of their hours between~~

five p.m. and six a.m. on one or more shifts shall receive a shift differential of seven and one-half percent of base pay for all the hours worked. Employees regularly assigned to work fifty (50) percent or more of their hours between five p.m. and six a.m., shall continue to receive the seven and one-half percent shift differential even when they work shifts that would otherwise not qualify for shift differential payments. The shift differential will apply to employees whose regular shifts are day shifts and who are receiving overtime compensation for working additional hours which may fall outside of the day shift.

A. For the purposes of this paragraph, "regularly assigned to work," means the hourly work schedule assigned to each employee.

B. All employees regularly assigned to work 50% or more of his or her hours between the hours of 5:00pm and 6:00am shall receive a night shift differential of 7.5% of base pay for all hours worked.

C. All employees regularly assigned to work 50% or more of his or her hours between the hours of 5:00pm and 6:00am shall continue to receive the 7.5% shift differential even when he or she works hours outside of the 5:00pm and 6:00am time period.

D. All employees who are not regularly assigned to work 50% or more of his or her hours between the hours of 5:00pm and 6:00am shall receive night shift differential of 7.5% of base pay for all hours worked between the hours of 5:00pm and 6:00am, provided he or she works a minimum of 1 hour between the period of 5:00pm and 6:00am.

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9. Rain Gear Allowance. Once every three years, employees assigned to the following areas shall be provided with rain gear including Employees on the following crews shall be entitled, once every three years, to have the county provide rain gear, including coat, pants and boots, as deemed necessary by the appointing authority: necessary: roads, utility service worker, wastewater treatment, building maintenance, print services, central stores, animal control officers, TART bus drivers, building inspectors, mini bus drivers, park and grounds workers, mail service workers, communications, garage, engineering technicians (when assigned field inspection duties), and environmental health workers, IT Analysts, IT Technicians, and Deputy Probation officers assigned to field duties. The appointing authority can replace an employee's rain gear more often as they deem necessary.

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14. Jail Administrative Legal Clerk Training Pay. The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Administrative Legal Clerk-Journey and Administrative Legal Clerk-Senior who is assigned by the Sheriff to work as a Jail Administrative Legal Clerk trainer. It shall be understood that the above described training pay shall be paid to an employee only during the time he/she is assigned Jail Administrative Legal Clerk trainer responsibilities. Payment of said training pay to that employee shall cease at the time the Sheriff terminates the Jail Administrative Legal Clerk training responsibilities or reassigns training responsibilities to another employee.

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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 of three hundred dollars (\$300.00) per month.

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

A.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.

B.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.

C.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.

D. For employees represented by the Placer Public Employees Organization, Canine Pay shall be as set forth in the Memorandum of Understanding between the County and the PPEO.

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22. LCSW/MFT/MFCC Pay. The county shall pay an additional five percent of base hourly rate, plus longevity if applicable, to each employee in the classifications of client services practitioner I/II/senior and client services program supervisor, who obtains a certificate as a licensed clinical social worker (LCSW), marriage and family therapist (MFT) or a marriage, family, child counselor (MFCC). Effective upon adoption add: Licensed Professional Counselor (LPCC) and Licensed Psychologist (Ph.D. and Psy.D).

23. Work Boot/Safety Shoe Allowance.
A. Effective January 1, 2018, or upon adoption, whichever occurs later, each employee in the classifications listed below shall receive an annual work boot/safety shoe allowance of \$300.00. The annual safety shoe allowance shall be paid in equal payments each pay period. Employees

receiving such allowance shall be required to wear work boots or safety shoes at all times while performing their job duties. For eligible classifications, the purchase of work boots/safety shoes will be reimbursed on a calendar year basis in accordance with the process determined by the auditor controller's office. No more than two pairs of work boots/safety shoes will be reimbursed each calendar year, on an as-needed basis. The annual reimbursement by the county shall not exceed three hundred dollars (\$300.00) per eligible employee. Classifications eligible for this work boot/safety shoe reimbursement shall include:

Agricultural and Standards Inspector I/II/Senior/Supervising
Animal Control Officer I/II/Senior/Supervising/Supervising Senior

Assistant Road Superintendent
Automotive Mechanic/Master Automotive Mechanic/Supervising Mechanic
Building Crafts Mechanic/Senior/Supervising
Building Inspector I/II/Senior/Supervising
Bus Driver I/II/Senior
Code Enforcement Officer I/II/Supervising
Custodian I/II/Senior/Supervising
Emergency Services Specialist I/II/Senior
Engineering Technician I/II

Environmental Health Specialist – Registered – Assistant/Associate/Senior/Supervising

Environmental Health Technical Specialist

Environmental Health Technician I/II/Senior

Equipment Mechanic/Master Equipment Mechanic
Equipment Mechanic/Welder
Equipment Operator/Equipment Operator—Senior
Equipment Services Worker I/II
Fleet Services Technician
Information Technology Analyst I/II/**Senior** (Assigned to Telecommunications)

Information Technology Technician I/II/Supervisor (Assigned to Telecommunications)

Kennel Attendant

Maintenance Worker
Mechanic—Supervising
Park and Grounds Worker/Senior/Supervising
Road District Supervisor/Road District Supervisor—Senior
Storekeeper
Surveyor Assistant/Associate/Senior
Telecommunications Technician I/II
Traffic Sign Maintenance Worker/Senior
Traffic Sign Supervisor/Traffic Sign Supervisor—Senior
Transportation Supervisor
Tree Trimmer/Tree Trimmer—Senior
Tree Maintenance Supervisor/Tree Maintenance Supervisor—Senior
Utility Service Worker/Senior/Supervising
Utility Operations Supervisor
Waste Disposal Site Attendant/Senior/Supervisor
Waste Water Laboratory Technician/Senior
Wastewater Plant Operator Trainee I/II/III/Supervising
Wildlife Specialist

B. Administrative Dispatcher Assigned to Tahoe. **Employees in the Department of Public Works and Facilities assigned to the classification of Administrative Dispatcher assigned to Tahoe shall receive an annual work boot/safety shoe allowance of \$150.00 per year.**

Effective January 1, 2018, or upon adoption, whichever occurs later, the annual work boot/safety shoe allowance shall be paid in equal payments each pay period. Employees receiving such allowance shall be required to wear work boots or safety shoes at all times while performing their job duties. ~~The purchase of work boots/safety shoes may be reimbursed on a calendar year basis at the discretion of the director of public works. Such reimbursement shall be in accordance with the process determined by the auditor-controller's office. The annual reimbursement by the county shall not exceed one hundred fifty dollars (\$150.00) per calendar year.~~

24. Inmate Oversight Pay—PPEO Represented Employees. For employees represented by PPEO, Inmate Oversight Pay shall be as set forth in the Memorandum of Understanding between the County and Placer Public Employees Organization.

~~The county will pay eligible employees five percent of base pay when it is determined by the appointing authority that his or her work assignment requires the direct supervision of inmates in the following situations:~~

- ~~a. They are so assigned by the appointing authority;~~
- ~~b. The employee is responsible for the direct supervision of inmate workers where such supervision is not an incumbent part of their working conditions (such as in the probation department and/or sheriff's office or jail with the exception of individuals allocated to the building-crafts-mechanic-series or equipment-services worker-series or subsequent classification series);~~
- ~~i. The employee's supervisor will not receive inmate oversight pay unless they directly supervise inmate workers.~~
- ~~c. Where the quality and quantity of the work performed can be enhanced with the dedication of inmate work crews;~~
- ~~d. Inmate oversight pay shall only be paid on actual hours worked performing direct inmate supervision duties; and~~
- ~~e. Departments utilizing inmate work force shall be limited as to the number of positions authorized to receive inmate oversight pay. Consideration by the appointing authority shall be given to:
 - ~~i. Staff which work assignments meets the criteria identified above,~~
 - ~~ii. Projects that may involve remote work sites and/or alternative work schedules, including weekends and/or events,~~
 - ~~iii. Projects that may be short-term in nature involving consistent use of inmate work crews such as the state fair, county fair or other county events,~~
 - ~~iv. Other projects in which the best interests of the county are met by utilizing an inmate work crew.~~~~

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26. Effective upon adoption, PPEO represented employees may receive a pay differential of 2.5% of base salary for special skill certification(s) and/or licenses. To qualify, the certification(s) shall meet the following criteria:

- a. Certification/license is for the performance of duties required by the County and approved by the employee's appointing authority and the County Executive Officer.
- b. Certification/license is for the performance of duties not specified in the employee's job classification and/or required as a minimum qualification.
- c. Certification/license must be required by the State of California or a regulatory agency in order to perform or oversee the duties.
- d. Certification/license must be renewable and be kept current.
- e. Certification/license duties are not already identified for additional compensation in the current MOU between PPEO and the County.

The pay differential will cease under any of the following conditions:

- i. The employee's duties or work assignment change
- ii. The certification/license is no longer necessary or applicable.
- iii. The certification/license is not used or required to perform the duties.
- iv. The employee fails to maintain the certification/license.

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Section 12. That section 3.12.100 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.100 Cafeteria plan

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B. PPEO Represented Employees. – for employees represented by PPEO, Cafeteria Plan benefits shall be as set forth in the Memorandum of Understanding between the County and Placer Public Employees Organization.

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