MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer and Nancy Nittler, Personnel Director
By: Therese Leonard, Principal Management Analyst
DATE: August 21, 2012
SUBJECT: Placer Public Employees Organization Memorandum of Understanding and Placer County Code, Chapter 3 Updates

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ACTION REQUESTED

It is recommended that your Board take the following actions:

1. Adopt the Memorandum of Understanding between the County of Placer and the Placer Public Employee Organization for the General and Professional Units through December 31, 2013, and authorize the Chairwoman to sign 7 originals.
2. Introduction of an ordinance adjusting the compensation and employment terms for Placer Public Employee Organization represented, Management, Confidential, and Unclassified Non-management employees.
3. Introduction of an un-codified ordinance adjusting salaries for Placer Public Employee Organization represented employees.
4. Approve two resolutions that eliminate the CalPERS Safety and Miscellaneous Employer Paid Member Contributions (EPMC) for PPEO represented employees, and extra help employees when applicable, effective December 15, 2012.

BACKGROUND

The Placer Public Employees Organization (PPEO) represents about 1,700 employees in the General and Professional Units, which makes up approximately 75% of Placer County's workforce. Staff requests that the Board consider for adoption the attached Memorandum of Understanding between the County and PPEO that will place these employees under contract through December 31, 2013.

Traditionally, revenue growth provided the funding necessary for the County to both offer critical services to our citizens and pay for labor and other operating cost increases. The continued ability to maintain service levels and fund growing operating costs has been challenged during the recent economic downturn when many of the County's general purpose

revenues have declined, in some cases significantly. For example, revenue produced by strong property tax growth seen in the early and mid 2000s has declined $16.4 million dollars or 12.4% since the high of 2007. In response to economic condition changes, the Board took several actions to ensure the continued sustainability of county's service delivery to constituents, while requiring that the agency maintain a solid financial position. The Board directed available revenues to fund core county and critical public safety services; instituted a hiring freeze that began in 2007 to limit growth in labor costs; and required greater cost sharing by employees for health insurance premiums and pension costs. The Board approved the addition of a second Pension Tier for employees hired on or after March 12, 2011, with many of these employees contributing 100% of the employee's pension contribution. These actions, coupled with a change in the health insurance premium payment ratio, not only provided the County with immediate budget savings but reduced the County's Other Post Employment Benefit liability by $31.7 million dollars.

Placer County continues to maximize the use of limited financial and declining human resources to achieve the agency's service delivery objectives. Since 2007 the County's workforce declined 14% or 376 positions primarily through employee retirements and normal staff attrition, with a limited number of employee layoffs. In recognition of budget constraints, employees have taken unpaid furlough days and have not had a wage increase since 2009.

The County continues to manage a balanced budget, but operating costs are expected to rise beyond the ability of projected, future revenues to pay for them.

Memorandum of Understanding

In February 2011 the Board of Supervisors directed staff to open negotiations with PPEO to seek agreement on a new Memorandum of Understanding (MOU). The PPEO and County negotiating teams commenced negotiations in March 2011 and on May 7, 2012 the two parties reached tentative agreement on a contract that would extend to December 31, 2013. In mid July 2012 the PPEO membership ratified approval of the new contract with 91% of the vote approving the package.

The negotiating teams worked diligently to compile one agreement with all terms and conditions of employment for PPEO members; terms that were previously held in many memoranda of understanding and side letter agreements. The teams updated 40+ years of labor contract terms to bring them into alignment with current business practices and employment laws, and placed them in one complete document. The new MOU will serve as a valuable resource tool for PPEO members as well as county managers and supervisors. Additionally, in keeping with past practice, other employment terms were updated and remain in Chapter 3 of the Placer County Code. Key provisions of the PPEO MOU include the following:

- **Employee Pension Contribution Payments (begins 12/15/12).**
  - *CalPERS Miscellaneous Plan Employees* will contribute 100% of their employee's pension contribution of 8% (Tier I) or 7% (Tier II).

  - *CalPERS Safety Plan Employees* will contribute 100% of their employee's pension contribution of 9% (Tier I and II).
- **Cafeteria Plan Contribution.** In exchange for employees paying their pension contribution, the County will contribute funds to a cafeteria plan (begins 12/15/12).
  - *CalPERS Miscellaneous Plan Employees* - six percent (6%) per pay period based on the employee's base hourly rate plus longevity, if applicable.
  - *CalPERS Safety Plan Employees*- five percent (5%) per pay period based on the employee's base hourly rate plus longevity, if applicable.
  - Cafeteria plan funds can be contributed to the 401(k) plan, used to offset the cost of dependent care and/or cashed out.
- **General Wage Increase.** At the end of the contract term (December 14, 2013), employees will receive a two (2%) percent general wage increase.
- ***Continued* Benefit Cost Sharing:**
  - Health Insurance Premium. Employees pay 20% and the County pays 80%.
  - Dental Insurance. Employees pay increased dental premium costs for dependents.
- **Donation to an Employees Sick Leave Balance**. Vacation hours that can be donated are limited to 1,040 hours (previously the maximum was 4,160 hours). An employee utilizing donated hours will not accrue additional vacation or sick leave time and they will receive the donated hours incrementally as needed.
- **Sick Leave Accrual Limit**. The sick leave accrual limit is a maximum of 750 hours.
- **Leave of Absence.** Clarified business practices; requires the use of leave balances prior to going into an unpaid status; FMLA 12 month rolling period is measured backward from the date leave is taken and limits the County's obligation to pay health insurance premiums to 3 months when an employee is on medical leave in an unpaid status.
- Releases from an initial probationary period or termination from county employment for cause will be effective immediately.
- Numerous tentative agreements were reached during the course of negotiations which clarified and updated existing business practices for county employees.

When a provision in the agreement requires a payroll system modification, these terms will be implemented as soon as administratively feasible.

Many of the updated clarified business practices will apply to management, confidential and unclassified non-management employees and as such, have been included in the ordinance that updates the Placer County Code. Business rule updates relating to this group of employees include the following:

- Clarification of Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) practices.
- Elimination of out dated Code language related to vacation utilization.
- Use of accrued leave time on medical leave.
- Conforming County Code, Chapter 3 language to current payroll and operating practices.

The elimination of the CalPERS Employer Paid Member Contributions will apply to extra help staff that are CalPERS members, when applicable.

FISCAL IMPACT

The cost impacts to the County for this labor agreement have been held to a minimum whenever possible, with the effects of some items deferred into future fiscal cycles when staffs anticipate that the County's revenue will improve. In addition, all salary and benefit increases have been spread out over several budget years, incrementally, so that the full cost of the package will not be realized until FY 2014-15.

The exchange of the employee CalPERS retirement contribution, currently paid by the County, with a new cafeteria plan benefit may cost the County up to $237,100 for FICA tax in FY 2012-13, but only if all PPEO represented employees elect to take the benefit in cash. The full year cost of the cafeteria plan benefit will occur in 2013-14 at an estimated $474,200, if employees elect the cash option. The general wage increase (GWI) takes effect at the end of the contract term and, at that time, will result in a half year cost impact for FY 2013-14 of about $1.27 million (including all roll up costs) for the 1,700 employees covered by this agreement. The total annual cost for the package will not be realized until FY 2014-15 and is estimated at $3.17 million assuming that 100% of the cafeteria plan benefit is cashed out by employees.

Attachments

1. Memorandum of Understanding between the County of Placer and the Placer Public Employees Organization for the General and Professional Units

2. Ordinance amending the Placer County Code, Chapter 3 implementing compensation and benefits adjustments for Placer Public Employees Organization represented employees and applicable Code updates for management, confidential and unclassified non-management employees.

3. Un-codified Ordinances implementing a salary adjustment for PPEO General and Professional Unit represented employees.

4. Resolution to eliminate the CalPERS Safety Employer Paid Member Contributions (EPMC).

5. Resolution to eliminate the CalPERS Miscellaneous Employer Paid Member Contributions.

County of Placer

and

Placer Public Employees Organization
Stationary Engineers Local 39

MEMORANDUM OF UNDERSTANDING

7/01/2011 to 12/31/2013

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Preamble.

This Memorandum of Understanding (MOU) is between the County of Placer ("County") and the Placer Public Employees Organization ("PPEO"), an exclusively recognized employee organization, is entered into on the _____ day of _____ 2012. This MOU is intended to include those collectively bargained agreements that have been ratified by PPEO bargaining units and formally approved by the Placer County Board of Supervisors.

ARTICLE I. UNION RECOGNITION

Section 1.01 Recognition.

Recognition is granted to PPEO as the sole and exclusive bargaining agent of all regular permanent or probationary employees of the PPEO General and Professional Bargaining Units, for the purposes of collective bargaining and the handling of all matters within the scope of this agreement. This County further agrees to bargain only with duly authorized representatives of PPEO.

ARTICLE II. AGENCY SHOP

Section 2.01 Agency Shop Introduction.

PPEO Professional and General bargaining units are covered by a Modified Agency Shop that requires all new employees to become a member or pay an Agency Fee.

Section 2.02 Indemnity.

The PPEO and Stationary Engineers Local 39, agree that Stationary Engineers Local 39 will indemnify and hold harmless the County and all officials, employees and agents acting on its behalf, from any and all claims, actions, damages, costs of expenses including all attorney fees and costs of defense on actions against the County, its officials, employees or agents arising out of the County's compliance with this policy.

Section 2.03 Validity.

If any portion of this Article is held to be invalid under Federal or State law, then that portion of this Article shall be null and void and subject to renegotiation.

Section 2.04 Agency Shop.

(a) A probationary or permanent employee who is employed in a classification covered by the PPEO MOU provision shall, as a condition of employment, be governed by the following agency shop provisions:

(i) Grandfathered Employees. A probationary or permanent employee who is employed on or before August 23, 1991, and had duly authorized membership dues deductions in effect, shall maintain said dues deduction and PPEO membership for the term of the MOU. However, an employee may revoke said membership and authorization for dues deduction in writing and directed to the Auditor-Controller, Payroll Division during the last thirty (30) calendar days of the MOU. Said revocation shall take effect beginning the first day of the next full pay period following expiration of the MOU. The County shall provide PPEO with a listing of those who have terminated dues deduction.

(b) **New Employees.**

(i) Bargaining unit employees hired after August 23, 1991, shall as a condition of employment authorize payroll deductions for one of the following: PPEO Membership Dues, an Agency Fee ("fair share fee"), or a charitable contribution equal to the Agency Fee (upon receipt of a written statement from a bona fide / recognized religious organization which has as part of its canons or principles the objection to union support. Said charity to be a non-religious, non-labor charitable organization that meets the IRS 501(c) (3) exemption from taxation requirement.

(ii) An employee who opts for PPEO membership dues shall not be permitted to change or terminate such deduction. At any time with proper authorization, an employee who opted for an Agency Fee shall be permitted to change to PPEO membership dues. An employee who opted for a charitable contribution shall be permitted to change to an Agency fee or PPEO membership dues. The County agrees to make a good faith effort to advise PPEO, within ten (10) working days of commencement of employment, of all new employees.

Section 2.05 The Agency Fee.

The Agency Fee ("fair share fee") compensates PPEO for its representational services and shall be in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of the collective bargaining agreement and the representation of employees. Under no circumstances shall expenditures inconsistent with applicable law be included in any way in the calculation or determination of the agency fee. For this purpose the parties intend to follow the requirements of *Lehnert vs. Ferris Faculty Association, Abood v. Detroit Board of Education and Hudson vs. Chicago Teachers Union*.

Section 2.06 Objection to Agency Fee.

An employee who is subject to the payment of an agency fee shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employee's additional pro rata share of expenditures by PPEO that is in aid of activities or causes of a partisan political or ideological nature, or that is applied towards the cost of benefits available only to members of the union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the MOU. Prior to an employee having any obligation to pay an agency fee hereunder, PPEO must have given sufficient financial information to such

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employees to allow them to gauge the propriety of the agency fee. This information must be updated by PPEO and provided to employees and the County at least annually. The financial information must itemize and adequately describe all categories of expenses, and the information must be verified as complete and accurate by a qualified independent auditor. The information must cover local expenditures as well as any uses made by county, state, national and international organizations with which PPEO is directly or indirectly affiliated and to whom PPEO transmits a portion of its dues and/or agency fee funds. PPEO shall make available, at its expense, an expeditious administrative appeals procedure to employees who object to the payment of any portion of the agency fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by PPEO and the objecting employee(s). A copy of such procedure shall be made available by PPEO to PPEO member employees and the County.

Section 2.07 Agency Fee When on Unpaid Leave.

No employee covered by this provision shall be required to pay any dues, fees or charitable contributions during an unpaid leave of absence of thirty (30) days duration or longer, if said employee is on leave due to the exhaustion of all paid leave benefits for which the employee is eligible.

Section 2.08 Signup Forms.

Signup forms for PPEO Dues and the Agency Fee shall be provided by PPEO and approved by the County.

ARTICLE III. UNION RIGHTS

Section 3.01 Personnel file—Employee Review.

(a) Every appointing authority shall, at reasonable times, upon the request of an employee, permit that employee to inspect such employee's official personnel file in the Personnel Department in accordance with the provisions of Labor Code Section 1198.5.

(b) **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 3.02 Employee Orientation.

PPEO shall be given the opportunity to make a membership presentation at the County's regularly scheduled new employee orientation sessions.

Section 3.03 Inter-Office Mail.

Recognized employee organizations shall be authorized to use county inter-departmental mail for routine correspondence and for distribution of material authorized to be posted on appropriate bulletin boards provided, however, that such mail shall not be used for the distribution of employee material pertaining to a major labor dispute such as a strike, by whatever euphemism known.

Section 3.04 Time Off for Union Business – Payroll Guidelines.

(a) **Grievance.**

Article III – Administration, Section 14 of the Employer-Employee Relations Policy (EERP) states "With respect to participating in a grievance process pursuant to Local Law, or valid and applicable state or federal law, any grievant, or group of employees having a common grievance, may use no more than one-half (1/2) hour of a working shift for the preparation of a grievance."

(i) Employees are to use the TRC code "UBH" for time spent in these sessions up to the maximum allowed.

(ii) Time spent in excess of the maximum should not be entered onto the employee's time sheet as "UBH". Instead the employee should request leave time, and get approval for such, <u>in advance</u> of the meeting <u>or</u> utilize off business hours for these meetings.

(b) **Union Negotiations.**

Meyers-Milias-Brown Act states: "Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation." Our EERP indicates that no more than three advisors would attend the meet and confer meeting unless mutually agreed upon by all parties.

(i) All of the attendees will be identified by PPEO at the first meet-and-confer session (name, title, and department).

(ii) Upon mutual agreement as to the number of PPEO members that will participate in these sessions, the County will notify the employee's department, payroll units of their participation and the scheduled dates of the meetings.

(iii) Attendees are to use the TRC code "UBH" for all time spent in these sessions.

Section 3.05 PPEO Board Meetings.

If the PPEO Board Meeting occurs during an employee's normal work shift, or requires travel time during a normal work shift:

(a) Executive Board Members will be allowed up to 4 hours per month to attend PPEO Board Meetings.

(b) Board members will be allowed up to 2 hours per month to attend PPEO Board Meetings.

(c) Members are to use the TRC code "UBH" for time spent in these meetings up to the maximum allowed.

(d) Time spent in excess of the maximum should not be entered onto the employee's time sheet as "UBH". Instead:

(e) The employee should utilize off business hours to attend the Board Meeting; or

(f) If the PPEO Board Meeting occurs during an employee's normal work shift, that employee can request leave time, and receive approval for such, in advance of the meeting.

Section 3.06 Contracting Out / Health & Human Services.

PPEO has the right to negotiate over the impact of a decision to contract out work previously performed by county employees in the Department of Health & Human Services.

ARTICLE IV. WORK HOURS

Section 4.01 Extended Work Assignments.

Except for a declared emergency, an employee who has worked sixteen (16) consecutive hours must be allowed a minimum of eight (8) hours off before being required to return to work. An employee shall suffer no loss of pay nor shall there be a deduction from the employee's leave balances if this eight (8) hour period overlaps with the employee's normal shift.

Section 4.02 Daylight Savings Time.

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

Section 4.03 Weather Conditions Causing Absence.

Where the weather conditions are of such severity that an employee is not able to reach a work assignment location, or an employee requests to leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee either to vacation time, compensatory time off, or other appropriate paid leave, or, where the employer and employee agree, such work may be made up no later than the end of the work week in which the absence occurred. An employee who does not have available paid leave will be on unpaid status.

Section 4.04 Changes to Work Schedules.

(a) An appointing authority shall have the right to require that an employee work overtime. A change in an employee's work schedule shall be deemed overtime unless the appointing authority shall provide the employee concerned with at least seven calendar days advance written notice of the change in work schedule.

(b) A change in an employee's work schedule shall be in effect for not less than fourteen (14) calendar days unless the employee, in writing, consents to a lesser period. Failure to give such notice shall entitle the employee to overtime pay during the hours worked over and above the hours which were included in the employee's work schedule (for example: a change from eight a.m. to five p.m. to one p.m. to nine p.m. without seven days advance notice shall entitle the employee to overtime during the period from five p.m. to nine p.m.).

Section 4.05 Approval of Alternative Schedules.

The agreed upon provisions regarding alternative work schedules are as contained in iplacer/General Government and Administration/County Offices Policy. The changes to these provisions are intended to allow more flexibility in the Department Heads authority to approve alternative work schedules.

Section 4.06 Alternative Work Schedules.

Departments may allow their employees to utilize a work schedule other than the usual 8: 00 A.M. to 5:00 P.M. schedule so long as this does not conflict with the Placer County Code and is in conformance with the following policies:

(a) When utilizing an alternative work schedule the definitions in iplacer/General Government and Administration/County Offices Policy shall apply. There shall be as little variation as possible, in the interest of simplicity, consistency and efficiency.

(b) After consideration of employee input, a department head may authorize alternative work schedules in addition to the usual 8-5 schedule. It is preferable, however, that only one type of work schedule, alternative or otherwise, be used in a work unit.

(c) If an office wishes to deviate from the usual work schedule and employ an alternative, any such change must first be submitted to the County Executive Office for approval before being implemented.

(d) The parties agree that the County Executive Office will strongly encourage the use of 10 hour work shifts for office staff in the jail. Further, the parties agree that the County shall encourage the Management Team to strongly consider alternative work schedules as a viable option in their operational and staffing decisions.

Section 4.07 Work Assignments - 9-80 Schedule

(a) The work schedule or regular day off (RDO) of an employee on a 9-80 alternative work schedule may not be changed to accommodate holiday work schedule hours.

(b) Employees on alternative work schedules shall be required to use leave balances when a holiday falls on a regular 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.

Section 4.08 Work Out-of-Class.

(a) In line with the principle that an employee assigned to work in a position having discernibly higher job duties should receive higher pay, positions within the classified service may be applicable for work-out-of-class assignment as set forth in subsection (c) below.

(b) Individual employees may be certified by the Personnel Department as being eligible for work-out-of-class pay when so assigned by the appointing authority or designee of that appointing authority.

(c) **Procedure.**

(i) Positions will be eligible for out-of-class pay when work conditions warrant. Other positions shall be considered as current developments cause out-of-class assignments.

(ii) The Personnel Department shall verify that employees in certain positions are eligible to receive out-of-class pay.

(iii) An out-of-class assignment shall be made by a personnel action form:

(iv) When the position is vacant due to absence of the incumbent when ill, on vacation, or other valid reason.

(v) When workloads necessitate the assignment of employees to supplement a specific position or perform new assignments.

(vi) An out-of-class assignment for training purposes may be excluded from out-of-class compensation provided such training purposes can be adequately demonstrated.

(d) Administration of the out-of-class procedure shall be as follows:

(i) No out-of-class compensation will be considered or paid for assignments of two workdays or less.

(ii) Additional compensation for working out of class shall be no less than a minimum of five percent or exceed a maximum of fifteen (15) percent.

(iii) Out-of-class pay may be approved by the appointing authority for up to fourteen (14) days; from fifteen (15) days up to and including one hundred eighty (180) days requires approval of the Personnel Director. Any extension beyond one hundred eighty (180) days shall require the concurrence of the Civil Service Commission.

(iv) The Personnel Department shall hear any contention that an employee is actually working out of class. In the event of an adverse decision by the Personnel Department, the employee concerned and/or his or her employee representative shall have the right to appeal such decision to the Civil Service Commission.

(v) These agreements were specifically intended to allow more flexibility for the department heads in the assignment and approval of work out-of-class and to allow the Personnel Director to determine classifications applicable and authorized for work out-of-class pay.

Section 4.09 Exclusions from Overtime Deputy District and Child Support Attorneys.

No officer or employee designated in the classification series of deputy district attorney or child support attorney, and who is eligible for administrative leave, shall be allowed overtime compensation in the form of pay at a time-and-a-half rate. Nothing herein shall be deemed to preclude adjustment of working hours at a straight time rate for such persons called on to work in excess of normal working hours.

Section 4.10 Consecutive Shifts.

Any employee required to work consecutive full-time shifts in addition to a regular shift, separated by less than eight hours of time off, shall be compensated at overtime rates for each consecutive additional shift worked.

Section 4.11 DPW Road Division Transfers Assignment.

DPW Road Division where a Department of Public Works Road Division employee requests an interdivision transfer, i.e. from one road district to another road district that has been denied, upon written notice to the appointing authority, the employee shall be given a written reason for the denial of the transfer within 30 working days.

Section 4.12 Overtime Compensation.

Overtime earned shall be paid at one and one-half times the employee's regular rate of pay or, in lieu of overtime pay, can be received as compensatory time earned (CTE) at one and one-half times the number of overtime hours worked.

(a) The appointing authority or designee shall approve overtime prior to the time worked. CTE balances will comply with FLSA legal limits.

(b) Subject to the provisions of subsections of this section, overtime earned may be paid in cash or taken in the form of compensatory time off at the option of the employee. CTE may be taken at any time as compensatory time off (CTO) with the prior approval of the department head or designee; however, if the requested time off is denied, the employee may request payment in cash in lieu of CTO.

(c) Employees shall submit requests to use CTE as time off within a reasonable time period prior to the requested date(s). In keeping with FLSA requirements, approval of this request may be permitted unless the supervisor determines that use of CTE would unduly disrupt the operations of the department.

(d) 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.

(e) 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.

(f) While on a leave of absence, employees will be required to use all CTE balances prior to going into an unpaid status. If integrating with State Disability Insurance (SDI), Paid Family Leave (PFL), or Workers' Compensation benefits, unpaid hours will be authorized for only the amount of time required for integration purposes.

(g) It shall be the duty of the County to establish and administer a centralized compensatory time off record keeping system, and to prepare and distribute appropriate forms for the reporting thereof.

Section 4.13 Overtime—Call-back Duty.

(a) When an employee is called back to work after he or she has completed an assigned shift, the employee shall receive a minimum of two hours of call-back pay at one and one-half times the employee's hourly rate. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite.

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

(c) Call-back pay at the minimum rate of one hour at one and one-half times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the County without being required to physically return to work.

Section 4.14 Stand-by Duty.

(a) Stand-by duty requires the employee so assigned:

(i) To be ready to respond to calls for his or her service; and

(ii) To be reachable by telephone or radio; and

(iii) 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) Stand-by duty shall be compensated at a flat rate of twenty-one dollars ($21) for weekdays and twenty-four dollars ($24) 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.

(d) 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.

(e) Stand-by duty and stand-by compensation shall not be deemed overtime compensation.

Section 4.15 Correctional Officers Seniority System.

A seniority system, based on time in class, shall be established and maintained for Placer County correctional officers I and II. This system, which shall be administered in the same manner as for Sheriff's deputies, shall be the basis for shift assignments, vacation scheduling, and may be considered when making special duty assignments. Nothing in this Memorandum of Understanding shall preclude the appointing authority from transferring an employee in accordance with the Placer County Code, Chapter 3 Section 3.08.390.

Section 4.16 Corrections Officer Overtime Bid Procedure.

The parties agree that Officers (corrections officers and deputies) in the Correctional Division of the Sheriff's Department shall be offered the first opportunity to work overtime shifts in the jail for custody assignment duties. If a scheduled overtime shift remains unfilled 48 hours prior to the beginning of the shift, any qualified deputy sheriff may sign up for the shift. A qualified deputy sheriff shall be defined as an Officer who has been trained to fill the assignment, including competency of the Corrections Management System (CMS), etc, as determined by the jail commander or his/her designee.

(a) The Placer County Sheriff-Coroner Department will administer law enforcement related off duty/extra-help employment in accordance with the following policy. The adoption of this Correctional Officer C.E.R.T. shift will amend the existing M.O.U between Placer County and the Placer County Deputy Sheriff's Association P.C.D.S.A. has agreed to this amendment. Procedure:

(i) All correctional officers who desire off-duty/extra help shifts will complete a written request form stating name, telephone number, rank, present duty assignment, normal working hours and days off. This request form will be forwarded to the office of Sheriff-Coroner or his designated representative.

(ii) Each individual correctional officer will be responsible for updating the information obtained during the initial sign-up period, whenever changes occur.

(iii) Each time a correctional officer has volunteered to fill a job request he/she will be expected to honor the commitment. Criteria for excusing a correctional officer from an assignment will be the same as the criteria used for being excused from duty, i.e., sick, vacation, etc. Failure to fulfill a work commitment may be regarded as any other unauthorized absence. Trades will be allowed providing the supervisor of the affected assignment has at least two hours notice and concurs. The primary responsibility for the assignment will be with the original officer who signed up.

(iv) Correctional officers will receive a minimum of three hours off-duty assignment pay for each assignment regardless of the actual time worked, unless the callout is cancelled three (3) hours prior to the scheduled commencement of the shift.

(v) No correctional officer working extra voluntary shifts shall be allowed to work a shift or combination of shifts that will exceed twenty hours in a given week (i.e. Sun - Sat). No correctional officer shall be allowed to work a shift or combination of shifts which exceed sixteen (16) consecutive hours.

(b) Off-duty/extra help law enforcement work will be handled in the following manner as it relates to the following specific work categories.

(i) Jail division assignments will be offered to deputies first. If, however, adequate regular manpower is not available, correctional officers will be used second and then reserve deputies if necessary.

(ii) Known opportunities for extra help employment will be posted in each division.

(iii) Sign-ups for posted opportunities will be honored on a first come, first served basis. In the event of the same sign-up date, seniority will break a tie.

Section 4.17 Sheriff-Coroner Department Responsibility.

The Sheriff-Coroner and division commanders shall publicize this policy. The above policy shall not prevent the Sheriff or his authorized representative from selecting specific person(s) qualified to work when extraordinary circumstances exist.

ARTICLE V. LEAVES

Section 5.01 Vacation.

Each permanent employee having the following service hours shall accrue at the following vacation rates 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 or more hours	.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 with the first full pay period following completion of the required hours in paid status.

Section 5.02 Holidays.

The following are declared (paid) holidays:

- January 1st
- Third Monday in January (Martin Luther King Jr. Day)
- February 12th (Lincoln's Day)
- The Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11th (Veteran's Day)
- Thanksgiving Day
- The day following Thanksgiving Day
- December 25th

Section 5.03 Holiday Administration.

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) A declared holiday constitutes eight working hours granted as time off with pay for full-time employees. Part-time employees' 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 hours holiday hours off with pay.

(c) 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 article

(i) Any request to use holiday credit banked for personal time off must be made at least 48 hours in advance.

(ii) 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.

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

(d) When an employee works on a county holiday regardless of whether the day is the employee's regular work day 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.

(i) 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.

(ii) 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.

(e) 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.

(f) 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 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.

(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:

(i) The employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours, or

(ii) The employee works on the holiday and requests, in writing, to use hours worked, applied as straight time, to his/her regularly assigned number of hours.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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 or less paid hours than he/she would normally be paid.

(ix) 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.

(k) 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 Workers Compensation benefits unpaid hours will be authorized for only the amount of time required for integration purposes.

Section 5.04 Floating Holiday.

(a) Full-time employees will be credited with eight (8) hours floating holiday at the start of the calendar year in the first pay cycle. The maximum number of floating holiday hours allowable in an employee's account is sixteen (16).

(b) Part-time employees' floating 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.

(c) New employees who are not able to complete six months (1,040 regular pay equivalent/straight time hours) prior to December 31st, shall not be eligible for any floating holiday in the year he/she is hired.

(d) Floating holiday must be taken in full-day or half-day (four hours or pro-ration for part-time employees) increments.

(e) While on a leave of absence, floating holiday time can be taken in smaller increments, as needed, for integrating paid leave with SDI, PFL, or Workers' Compensation benefits.

(f) Any request to use floating holiday hours must be made at least 48 hours in advance. Management will make every effort to allow employees to take the time off at their choosing.

(g) Employees are responsible for using their floating holiday before the end of each calendar year. Floating holidays are not vested and must be used within the designated time period or they are lost.

(h) Employees may not elect pay in lieu of taking a floating holiday.

(i) An employee may use a floating holiday as the employee's last day of employment.

(j) Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck.

(k) Employees will be required to use floating holiday hours, based upon the employees regular work schedule, prior to going into an unpaid status.

Section 5.05 Sick Leave.

(a) **Sick Leave Defined.** "Sick leave" is defined to mean absence from duty by any employee:

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

(ii) For attendance upon a spouse, child, brother, sister, parent, grandparent, spouse's parent, or grandchild, a domestic partner, step-child, or step-parent; because of illness, injury, death, or exposure to contagious disease and where attendance is definitely required.

(b) How Computed.

(i) Each full-time county employee shall be entitled to sick leave with pay which shall accrue on the basis of .0462 hours for each paid regularly scheduled working hour of full-time employment. Part-time permanent employees shall be entitled to sick leave with pay which shall accrue in the same proportion to one day for each full month's continuous service that their work time bears to the normal workday for a fuall-time employee. These provisions for permanent part-time employees shall not be applicable to permanent part-time employees not having definite hours of employment.

(ii) Unused sick leave with pay may be accumulated from year to year.

(iii) Probationary Employees. All permanent full-time and part-time employees shall be allowed to use accrued sick leave as earned whether or not on probationary status.

(c) **Sick Leave Accrual Cap.** PPEO General and Professional Units employees shall not accrue more than six hundred (600) hours of sick leave. Employees who have a sick leave balance in excess of six hundred hours (600) hours on November 20, 2010 shall not have sick leave hours accrue until such time as that sick leave balance falls below six hundred (600) hours.

(i) Beginning with the first pay period after Board adoption of the ordinance, the sick leave accrual cap will be raised from the current 600 hours to 750 hours.

Section 5.06 Sick Leave—How Taken.

Sick leave with pay shall be taken in minimum units of one-half hour. It shall not be allowed, or taken, until earned. It may only be granted upon the approval of the appointing authority. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of an 8/80 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. 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 5.07 State Disability Insurance.

With the exception of paragraph (a) below, 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 State of California. Such premiums will be deducted from the employees' paycheck and transmitted to the State by the County.

(a) 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 5.08 Sick Leave Benefit at Retirement.

(a) Effective July 2, 2011 any employee in the PPEO General Unit or Professional Unit retiring from county service and eligible to receive California Employees' Retirement System (CalPERS) Miscellaneous Plan benefits at the time of such retirement shall receive the following:

(i) One month of paid CalPERS group health insurance premium reimbursement for each day (eight hours) of the employee's unused accrued sick leave up to a maximum of 1,500 hours. If the retiree's base hourly rate times eight exceeds the retiree's share of the cost of one month of retiree's health insurance premium, then the actual dollar value of the retiree's hourly rate will be applied to the premium reimbursement. This benefit does not apply to any other county sponsored plans, such as, but not limited to, the life, vision, or dental programs. The base hourly rate is defined as the hourly rate from the salary schedule plus longevity if applicable; and

(ii) Unused accrued sick leave in excess of 1,500 hours will be applied to CalPERS service credit only pursuant to Government Code Section 20965.

PPEO Correctional Officers and Correctional Sergeants. Any PPEO correctional officer or correctional sergeant retiring from county service and eligible to receive CalPERS Employee Retirement System benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable. If requested by the employee all or part of the employee's accumulated sick leave balance on record at the end of pay period 12, November 24, 2006 at 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 12, November 24, 2006, at five p.m., may be used to apply toward the early retirement benefit. Effective pay period 13, November 20, 2010, if an employee's balance falls below the accumulated sick leave balance on record as of pay period 12, November 24, 2006, at five p.m., any additional hours earned after that date, up to the maximum sick leave accrual limit of seven hundred fifty (750) hours or the previous balance, whichever is less, may be used for the early retirement benefit.

If requested, correctional officers or correctional sergeants may either cash out their accumulated sick leave or have the cash value of sick leave deposited into their deferred compensation account(s) subject to the annual IRS limitations. The sick leave cash out schedule will be as follows:

(iii) Ten (10) years of full time and continuous employment with Placer County equals a fifty (50) percent cash out;

(iv) Each additional year of full time and continuous employment with Placer County equals an additional five percent cash out up to a maximum of one hundred (100) percent of the accrued balance (twenty (20) years).

(v) If the employee chooses the option of having the cash value of his or her sick leave hours deposited into his or her deferred compensation account, and the employee's sick leave hours balance value is greater than the IRS annual deferred compensation limitations, the excess over the limitations will be cashed out.

(b) **PPEO Probation Officers I/II/Senior/Supervising.** If requested by an eligible employee, all or part of the employee's accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at five p.m., may be used to apply toward an early retirement on a day-for-day basis. No sick leave earned beyond pay period 3, July 23, 2004 at five p.m. may be used to apply toward the early retirement benefit. Under this subsection, sick leave used to apply toward an early retirement shall not be subject to any additional vacation or sick leave accruals. Effective pay period 13, November 20, 2010, 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 maximum sick leave accrual limit of seven hundred fifty (750) hours or the previous balance, whichever is less, may be used for the early retirement benefit.

(i) 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:

(ii) Ten (10) years of full time and continuous employment with Placer County equals a fifty (50) percent cash out;

(iii) Each additional year of full time and continuous employment with Placer County equals an additional five percent cash out up to a maximum of one hundred (100) percent of the accrued balance (twenty (20) years).The employee may choose to have the cash value of his or her sick leave hours deposited into his or her deferred compensation account(s); if the employee's sick leave hours balance value is greater than the IRS annual deferred compensation limitations, the excess over the limitations will be cashed out.

Section 5.09 Bereavement Leave.

Sick leave absences with pay because of death in the employee's family as defined in Article 5.04(a)(ii) (Placer County Code, Chapter 3, Section 3.04.350(B)) shall not exceed five days for each instance. 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.

Section 5.10 Pregnancy Leave.

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.

Section 5.11 Military Leave.

The parties agree to comply with the laws governing military leaves.

Section 5.12 Deputy District Attorney and Child Support Attorney Leave.

(a) In lieu of overtime compensation, employees designated as deputy district attorneys or child support attorneys shall receive seventy-two (72) hours of district attorney/child support leave at the beginning of each calendar year coinciding with the applicable IRS tax year based upon the pay check dates. Although district attorney/child support leave hours are credited to the employee at the beginning of the calendar year, these hours are considered to be earned each pay date, on a prorated basis, over the course of the calendar year. Employees appointed to eligible positions after the beginning of the calendar year will receive district attorney/child support leave hours on a prorated basis for the pay dates remaining that calendar year.

(b) Employees may elect to utilize their district attorney/child support leave hours on payroll as paid leave and/or may receive cash payment for such leave hours.

(c) Use of district attorney/child support leave hours for paid leave shall be subject to the same limitations as the use of vacation leave; useable in one-half hour increments, except that no minimum period of employment shall be required before district attorney/child support leave hours may be so utilized.

(d) While on a leave of absence, employees will be required to use all district attorney/child support leave balances prior to going into an unpaid status. If integrating with State Disability Insurance (SDI), Paid Family Leave (PFL), or Workers' Compensation benefits, unpaid hours will only be authorized for the amount of time required for integration purposes.

(e) Cash payment for such district attorney/child support leave hours will be at the employee's hourly rate from the salary schedule, including additional pays that are percentage based and longevity if applicable.

(f) All district attorney/child support leave hours shall be taken as paid time off or paid in cash by the last pay check of the calendar year in which the leave hours are earned.

(g) Employees separating from county employment, or vacating an eligible position, will have their district attorney/child support leave hours reconciled (use versus earned) based upon the number of pay dates completed within that calendar year. Employees who have utilized or cashed out more district attorney/child support leave hours than earned prior to separation from the County, or a position change, are obligated to repay the County for those unearned hours utilized or cashed out.

(h) Notwithstanding the above, for the 2012 calendar year only, employees shall have the value of one-half of the annual district attorney/child support leave accrual credited to their leave account in pay period 1 in consideration of the amount previously received for the 2011-2012 fiscal year. District attorney/child support leave hours not utilized or cashed out prior to pay period 13 will be cashed out on the last pay check of the 2012 calendar year.

Section 5.13 Vacation Cash Out.

(a) Beginning in 2011, for the 2012 calendar year, 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:

(i) Any employee utilizing this provision will be required to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned.

(ii) The cash out will coincide with the applicable IRS tax year based upon the check dates,

(iii) The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.

(iv) Requested vacation cash outs will be cashed out by the last pay check of the calendar year in which the vacation hours are earned.

Section 5.14 Educational Leave.

(a) A leave of absence for up to six months may be granted to attend a private or public college or university for the purpose of improving job skill and knowledge, and performance technique which will benefit the department in which the applicant is employed. An employee granted such leave will be required to utilize all leave balances (excluding sick leave) for the duration of the leave. Once such leave balances have been exhausted the employee will be placed in an unpaid status for the duration of the approved leave. Such leave shall be granted in accordance with, and upon the terms and conditions outlined in the Placer County Code, Chapter 3, Section 3.04.530(A).

(b). Continuing Education With Pay. Employees in the registered nursing classifications, the classification of pharmacist, and the classification of licensed vocational nurse shall be eligible for paid educational leave, for the purpose of attending continuing education classes only. The following conditions shall apply:

(i) The subject classification must have as a condition of continuing employment with the County a license or registration required by the State of California, or other authorized agency.

(ii) The license or registration must have as a condition to maintain the license or registration that the incumbent participate in continuing education.

(iii) Registered nurses shall be entitled to twenty-four (24) hours per year; pharmacists shall be entitled to fifteen (15) hours per year for the program of their choice, and licensed vocational nurses shall be entitled to thirty (30) hours every two years.

(iv) The hours shall not be cumulative from one year to the next.

(v) Applications for paid continuing education leave shall be made to, and shall be subject to scheduling approval by the appointing authority.

Section 5.15 Sick Leave Contributions.

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, as defined in Article 5.04(a)ii (Placer County Code, Chapter 3, 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.

(b) Donations to 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 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) per hour and donates one hour to Employee B who is making five dollars 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. Employee 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.

(g) The maximum time that may be donated into an employee's account is one thousand forty (1,040) hours.

(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 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) 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.

ARTICLE VI. WAGES AND COMPENSATION

Section 6.01 Salaries.

(a) **Salaries.** Current salary schedules are published electronically on the County Intranet. A copy of the salary schedule is also attached as Appendix "A" to this agreement.

(b) **General Wage Increase.** Beginning with the pay period starting on December 14, 2013, bargaining unit employees shall receive a general wage increase of two percent (2%).

(c) **Longevity.** Each permanent employee who has been at Step 5 of his or her salary grade in the same classification for ten thousand and four hundred (10,400) paid hours (five years full time paid service) with Placer County shall receive a one-time five percent (5%) increase in his or her current base hourly rate. The 10,400 hour period shall be calculated from the date the employee begins service at Step 5 in that class.

(i) Any form of overtime hours, extra help hours and time off without pay regardless of the reason, will not be included for purposes of determining eligibility for longevity pay.

(ii) Eligible employees can only receive one longevity pay increase. Once a longevity increase has been provided to an employee it will remain with the employee regardless of any future position or classification changes.

(iii) Employees who separate from county service, but who reinstate at a future date, will follow the reinstatement provisions found in the Placer County Code, Chapter 3, Section 3.08.1150 for eligibility for longevity pay.

(iv) Probation Officer Series: Employees who have received the 10 year and/or 20 year longevity pay under the DSA MOU and the Placer County Code, Chapter 3, Section 3.12.060.B as of April 21, 2008, will continue to receive said pay in a grandfathered status. Probation Officer series employees will follow the PPEO Professional Unit longevity provision if they had not received longevity pay as of April 21, 2008.

(d) **Supervisor Differential.** A minimum ten percent (10%) differential will be maintained between supervisor and subordinate classifications. Any disputes as to whether a classification should be subject to the differential shall be decided by the Personnel Director.

(e) **Certification Differentials.**

(i) **Building Inspector Certificate Pay.** Certificates that are attained by employees in the classifications of building inspector I/II, senior building inspector and supervising building inspector beyond those presented to meet the minimum qualifications as stated in the class specifications shall be compensated at the rate of $50 per certificate per month up to a maximum of $200 per month for each of the certificates listed:

- Plans Examiner
- Plumbing
- Mechanical/Electrical (commercial or residential)
- The County will reimburse a qualifying employee for all initial exams and renewal fees associated with the above certificates for up to three (3) exams per year.

(ii) **Universal Technician Pay.** Upon request of the department head, and approval by the Personnel Director, the County will pay an additional five percent (5%) of base hourly rate, plus longevity if applicable, to employees who have been certified as a universal technician as required by 40 CFR part 82, subpart F and who are assigned duties in the Department of Facility Services that are consistent with that certification.

(iii) **LCSW/MFT/MFCC Pay.** The County shall pay an additional five percent (5%) of base hourly rate, plus longevity if applicable, to each employee in the classifications of client services practitioner I/II/senior and client service program supervisor, who obtain a certificate as a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT) or Marriage, Family Child Counselor (MFCC).

(iv) **Professional Certification & Licensing, Misc.** Professional employees shall have the following mandated certificate, registration or license fees paid by the department. Any additions or deletions to this list shall be approved by the Director of Personnel: California Bar Association, Civil Engineering Certificate, California State Nursing License, State Surveyor Registration, Licensed Clinical Social Worker, State Sanitarian Registration, & American Occupational Therapy Association Certificate of Registration.

(v) **Psychiatric Technician License.** The County shall pay the costs of renewal of the Psychiatric Technician License for employees in the classifications of client services counselor I, II and senior, where the license is required by the employee in the performance of County employment, provided the employee does not perform "moonlight" work with said license.

(vi) **Wastewater Treatment Plant Operator Staff.** The County will pay a differential of five percent of base hourly rate, plus longevity if applicable, to each employee in the classification series of wastewater treatment plant operator who achieves a wastewater treatment certificate at a grade level higher than their classification specification requires as a minimum qualification. Employees who promote from one level to the next will have their certification pay taken into consideration for placement within the salary grade and will be eligible to receive the certification salary differential each time that they exceed the minimum certification requirements of their classification specification. Employees who acquire a water distribution operators' certificate shall be given a one-time payment of five hundred dollars ($500). This one-time payment will be made for acquiring either a D-1 or a D-2 Grade certificate.

(vii) **Civil Engineer or Land Survey Certificate of Registration.** The County will pay an additional five percent (5%) of base hourly rate, plus longevity if applicable, to employees in the classes of assistant engineer, associate engineer and assistant surveyor, upon presentation of a Certificate of Registration as a Civil Engineer or Land Surveyor issued by the California State Board of Registration for Professional Engineers.

Section 6.02 Canine Pay.

(a) Employees in the correctional officer classifications, assigned by the Sheriff to duty of supervision, care and feeding of a canine, as "Canine Handlers", shall receive Canine Pay, as follows:

(i) $225 per month to the "*Canine Handler*" responsible for, and where the County owns the canine;

(ii) $275 per month to the "*Canine Handler*" responsible for, and who owns the canine;

(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. Handler-owned canines may receive treatment from a county designated veterinarian or one of the 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 handler's choice will be paid by reimbursement to the 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.

(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 handler.

(v) Should another bargaining unit be granted compensation amounts greater than those specified in paragraphs (i) and (ii) above, the amounts listed in paragraphs (i) and (ii) shall automatically be increased to the higher levels granted to the other bargaining unit.

(b) 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 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 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.

Section 6.03 Cell Extraction Response Team (CERT) Correctional Officers.

The County will pay $125 per month special team pay for those correctional officers assigned by the Sheriff to participate on the CERT team.

Section 6.04 Inmate Oversight Pay.

PPEO employees are eligible for additional compensation of 5% for inmate oversight in the following situations:

(a) They are so are assigned by the appointing authority;

(i) The appointing authority determines that their regular work assignment requires the coordination, oversight, supervision and/or management of inmate workers for a minimum of 50% of their assigned work hours on a regular basis;

(ii) Where such oversight is not an incumbent part of their working conditions (such as in the Probation Department and/or Sheriff's Office or Jail except for the building crafts mechanic or equipment services worker series);

(iii) Where the quality and quantity of the work performed can be enhanced with the dedication of inmate work crews;

(b) Will only be applied to those hours actually worked in performance of the duties described herein; and departments utilizing an inmate work force shall be limited as to the number of positions authorized to receive Inmate Oversight Pay as determined by the County Executive's Office. Consideration by the department heads shall be given to:

(i) Staff which regular 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 State Fair, County Fair or other County events; or

(iv) Other projects in which the best interests of the County are met by utilizing an inmate work crew.

Section 6.05 Jail Incentive Pay.

The County will pay an assignment differential of five percent (5%) of base salary to each employee in qualifying jobs assigned to report to and work within the jail facility on a regular full or part-time basis. The qualifying jobs are: account clerk entry/journey/senior, accounting technician, administrative clerk entry/journey/senior, administrative legal clerk entry/journey/senior, administrative secretary, building craft mechanics, custodians, and client services counselors and practitioners.

Section 6.06 Jail Shift Supervisor Pay.

Senior administrative legal clerks assigned to work as shift supervisors will receive an additional 5% of base salary.

Section 6.07 Jail Training Officer Pay.

The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of correctional officer II who is assigned by the Sheriff to work as a Jail Training Officer. It shall be understood that the above described salary differential shall be paid to an employee only during the time he/she is assigned formal field training or jail training responsibilities. Payment of said differential to that employee shall cease at such time as the Sheriff shall, terminate the field training responsibilities or reassign same to another employee.

Section 6.08 Shift Differential Pay.

All employees assigned to work 50% or more of his/her hours between the hours of 5 p.m. and 6 a.m. on one or more shifts shall receive a shift differential of 7.5% of base pay for all hours worked. Employees regularly assigned to work 50% or more of his/her hours between the hours of 5 p.m. and 6 a.m. shall continue to receive the 7.5% shift differential even when they work shifts that would otherwise not qualify for shift differential payments. The shift differential will apply to employees whose regular shifts are day shifts and who are receiving overtime compensation for working additional hours which may fall outside of the day shift.

Section 6.09 Declared Snow Shift Assignments.

(a) When weather warrants and the Director of the Public Works Department authorizes a "declared snow shift assignment", all bargaining unit members assigned to be actively involved in snow duties including mechanics, sand and fuel truck operators, and supervisors, will receive an assignment differential of ten percent (10%).

(b) Every effort will be made to fill snow shift assignments through a volunteer process. However, if sufficient qualified volunteers are not available, department management maintains the right to make these assignments as needed.

(c) It is understood by all parties that while every effort will be made to provide as much notice of a "declared snow shift assignment" as possible, there are no guaranteed notice timeline requirements for the changes to the employees' shift and no additional pay other than the 10% snow shift differential and night shift differential when applicable, will be paid.

(d) Overtime will be paid after 40 regular pay equivalent hours are completed during the employee's work week. The beginning and ending of the employee's regular 40-hour work week will be monitored for compliance with FLSA overtime requirements. No overtime will be paid for specifically changing the start or end time of an assigned employee's work shift for "declared snow shift assignments".

(e) Standard snow shifts can be for one or more days and require an entire crew or multiple crews to report for duty. Snow shifts include paid break and meal periods; are typically flexibly scheduled and can extend for up to12 hours or longer; examples:

(i) noon to midnight and/or midnight to noon,

(ii) 7 am to 7 pm and/or 7 pm to 7 am, and/or

(iii) 5 am to 5 pm and/or 5pm to 5 am in Tahoe

(f) If a snow shift is declared during an employee's regular work shift and he/she is assigned to the first "midnight shift" he/she may be sent home with pay for the remainder of his/her shift (a maximum of 3 hours) if approved by the Director of the Public Works Department. It is expected that use of this provision will be a rare occurrence during the snow season. If additional preparation time is needed by the employee, he/she may request to use leave hours if additional paid hours are needed to provide a full 40 paid hours within the employee's work week. As an alternative to using leave hours the first few hours of the "snow shift" will be applied toward the employee's 40 hours worked in the week.

(g) Declared snow shift assignment pay begins when the employee reports for duty at the designated location to begin the work assignment. For employees temporarily assigned to Tahoe, the pay begins when everyone reports (typically in the Auburn yard) and they all leave.

(h) Normal work shifts are not considered "declared snow shift assignments", and snow removal duties which qualify for this special pay are considered to be above and beyond those duties performed during the normal course and scope of work. Declared snow shift assignment pay will <u>not</u> be paid to individual employees who work in snow while performing regular, customary job responsibilities; examples:

(i) Bargaining unit members who are repairing storm drains when snow is on the ground,

(ii) Bargaining unit members plowing snow during a regular work shift,

(iii) Routine sanding during non-declared snow shifts such as early morning, at the end of a shift or weekends.

Section 6.10 Tahoe Subsistence Pay.

Tahoe Subsistence pay shall be six hundred seventy five ($675) dollars per month.

Section 6.11 Undercover Pay.

An employee within the following classifications, designated by the Sheriff and the Chief Probation Officer to work an undercover assignment, shall receive 5% additional compensation: deputy probation officer I & II, senior deputy probation officer and supervising deputy probation officer.

Section 6.12 Dispatchers-Dispatch Training Pay.

The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of public safety dispatcher II who is assigned by the Sheriff to work as a dispatch trainer. It shall be understood that the above described salary differential shall be paid to an employee only during the time he/she is assigned dispatcher trainer responsibilities. Payment of said differential to that employee shall cease at such time as the Sheriff shall terminate the dispatcher trainer responsibilities or reassign same to another employee.

Section 6.13 ACCESS Unit Pay.

Designated employees shall be paid five percent (5%) if they have been assigned to field activities of the ACCESS Unit.

Section 6.14 Bilingual Pay.

When requested by a department head and approved by the Personnel Director, designated employees shall be paid five percent (5%) for the use of a second language in the normal course and scope of work.

ARTICLE VII. BENEFITS

Section 7.01 Medical Insurance.

Cal-PERS: The County joined the PERS Health Insurance Program effective December 20, 1986.

(a) **Active Employee Health.** All employees pay 20% of the premium for any plan.

(b) **Tahoe Rural Health Subsidy.** The County provides a Rural Health Subsidy allowance for PPEO represented Tahoe area employees who do not have access to a County offered Health Maintenance Organization and are covered by a County offered PPO 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. Employees who receive the 401(K) contribution in lieu of County paid health insurance will not be entitled to this benefit. Payment will be for reimbursement under any other plan. Any unused balance will not be carried over to the following calendar year.

(f) Employees who have one-party coverage will be entitled to receive the Tahoe Rural Health Subsidy for a maximum of $2,000 each calendar year. Employees who have two-party or family coverage will be entitled to receive a maximum of $3,000 each calendar year.

Section 7.02 401(k) in Lieu of Health Insurance.

The County will contribute a flat $130 per pay period to an employee's 401(k) account in lieu of that employee participating in the County's Health Insurance Program.

Section 7.03 Dental Insurance.

Dental Insurance including orthodontia coverage is provided by the County as follows: the maximum amount payable under the Dental Plan is $1,500 per person per year, with a $25 deductible per patient per year or $75 total deductible per family. The County pays for the employee cost of the premium. Employees pay the full cost for dependents including any future year rate increases for dependents.

Section 7.04 Vision Insurance.

The County will provide a vision insurance benefit to PPEO employees. Vision care insurance shall be provided by the County at the 100% employee-only rate. Employees have the option of purchasing dependent vision coverage. The Vision Care benefit structure will provide for a $25 calendar year deductible, and a maximum frame allowance of $75, to be used in accordance with the terms of the plan (such as for an examination, lenses, frames and/or contact lenses, photo chromic, tinted and plastic lenses every 12 months).

(a) The County agrees to meet with PPEO to discuss the impacts and effects of any significant plan changes initiated by the carrier.

(b) **Lock in/out Period.** To maintain plan stability, there will be 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. Vision dependent enrollment will mirror the employee's eligible dependents 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, divorce will still apply.

Section 7.05 Long Term Disability Insurance.

Effective January 1, 2003, employees shall have the opportunity to enroll in Long Term Disability (LTD) Insurance on a voluntary basis at the employee's cost for a benefit plan which includes a 365 day waiting period, 60% benefit amount to a maximum of $6,500 per month with a graded scale maximum benefit period to age 65. The County shall pay the cost of the employee-only premium after five (5) consecutive years of County service.

Section 7.06 **Life Insurance.**

The County will provide to employees a program of group life insurance. Employees may purchase for themselves and eligible dependants, with certain limitations, up to $100,000 term life insurance and $300,000 accidental death and dismemberment insurance, at no cost to the County. The County pays for a $10,000 life insurance plan for employee only.

Section 7.07 **Pension Benefits / Tier 1.** Employees Hired Before March 13, 2011

(a) **PERS Final Year Compensation.** The retirement allowance is based on an employee's highest year of compensation.

(b) **MISCELLANEOUS Represented Employees.**

(i) CalPERS Retirement Formula: 2.5% at age 55.

(ii) CalPERS Employee Contribution:

1. Effective January 1, 2011, the County will pick up six percent (6%) of the employee's PERS contribution and the employee will pay two percent (2%) of the eight percent (8%) total required PERS employee contribution.
2. Effective beginning with the pay period starting on December 15, 2012, miscellaneous employees will contribute an additional six percent (6%) towards the employee's contribution to PERS for a total of eight percent (8%).

(c) **SAFETY Represented Employees.**

(i) CalPERS Retirement Formula: 3% at age 50.

(ii) CalPERS Employee Contribution:

1. Effective January 1, 2011, the County will pick up five percent (5%) of the employee's PERS contribution and the employee will pay four percent (4%) of the nine percent (9%) total required.
2. Effective beginning with the pay period starting on December 15, 2012, safety employees will contribute an additional five percent (5%) towards the employee's contribution to PERS for a total of nine percent (9%).

Section 7.08 **Pension Benefits / Tier II.** Employees Hired on or after March 13, 2011

(a) **PERS Final Year Compensation.** The retirement allowance is based on an employee's highest or final 3 years average compensation.

(b) **MISCELLANEOUS Represented Employees.**

(i) CalPERS Retirement Formula: 2.0% at age 55.

(ii) CalPERS Employee Contribution:

1. Effective January 1, 2011, the County will pick up six percent (6%) of the employee's PERS contribution and the employee will pay one percent (1%) of the seven percent (7%) total required PERS employee contribution.

2. Effective beginning with the pay period starting on December 15, 2012, miscellaneous employees will contribute an additional six percent (6%) towards the employee's contribution to PERS for a total of seven percent (7%).

(c) **SAFETY Represented Employees.**

(i) CalPERS Retirement Formula: 3% at age 55.

(ii) CalPERS Employee Contribution:

1. Effective January 1, 2011, the County will pick up five percent (5%) of the employee's PERS contribution and the employee will pay four percent (4%) of the nine percent (9%) total required.

2. Effective beginning with the pay period starting on December 15, 2012, safety employees will contribute an additional five percent (5%) towards the employee's contribution to PERS for a total of nine percent (9%).

Section 7.09 Cafeteria Plan.

(a) The parties agree to maintain the IRS 125 program to provide health care and dependent care tax benefits consistent with IRS rules.

(b) Effective beginning with the pay period starting on December 15, 2012, and in exchange for the Union agreeing to the County proposal requiring employees to pay the employee share of their PERS contribution, the County will allocate a contribution to the cafeteria plan as follows:

(i) General and Professional Units, Miscellaneous Pension Plan - Six percent (6%) per pay period based on the base hourly rate for the benefit year plus longevity, if applicable per person.

(ii) General and Professional Units, Safety Pension Plan- Five percent (5%) per pay period based on the base hourly rate for the benefit year plus longevity, if applicable per person.

(iii) The benefit year will be calculated at least annually as permitted within the payroll and benefits system (this benefits year may run concurrently with the calendar year or with open-enrollment subject to payroll options). The County also agrees to pursue the option to calculate bi-weekly. The County will notify the Union of the calculation options following completion of research and testing.

(iv) For employees who work less than full-time this benefit will be pro-rated. Since this is designed to be a PERS salary exchange and not a health benefit enhancement, this pro-rating will be a straight adjustment based on salary and percentage of scheduled FTE for the calendar year. This will be reconciled at a minimum semi-annually.

(v) These funds can be cashed out to off-set the PERS cost or can be used to contribute to a 401K and/or can offset the cost of dependent care.

Section 7.10 Part-Time Prorated Benefit Tiers.

(a) There are 3 part-time prorated benefits. Placement in the 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.

(i) 50% benefit = 20 to 20.99 hours / week.

(ii) 75% benefit = 21-31.99 hours / week

(iii) 100% benefits = 32+ hours / week.

(b) Bargaining unit employees who currently participate in job sharing will continue to receive the benefit allocation of half of the maximum fixed benefit cost paid by the County and allowable for one full-time position. 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 above.

(c) Definition "Job Sharing" means a voluntary arrangement in which two employees collectively fill one full-time allocated position on a fifty-fifty basis. Job sharing is governed by the Placer County Code, Chapter 3, Section 3.04.090.

Section 7.11 Employee Assistance Program.

An employee counseling program shall be provided at no cost to the employee. The County shall provide critical incident stress debriefing services through the Employee Assistance Program for up to 20 hours of professional service per incident as a result of a management referral.

Section 7.12 Military Buy Back.

The County contracts with the California Public Employees Retirement System (PERS) to allow for the purchase of previous military service time as PERS service credit.

Section 7.13 Public Safety Temporary Disability.

The County shall qualify the Correctional Officer classifications for 4850 disability benefits.

Section 7.14 Retiree Health Insurance.

(a) Employer Contribution, Employees hired before 1-1-05. Effective January 1, 2003, the County dollar contribution for PERS Retiree Group health insurance for employees and retirees of classifications represented by PPEO will be the same for retired employees as it is for active employees.

(b) **Employer Contribution, Employees hired after 1-1-05.** New employees hired after January 1, 2005, will come under the PERS contract option contained in Government Code Section 22893 (formerly Section 22825.5). Such employees are required 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.

Section 7.15 Retiree Dental Insurance.

(a) The County will contribute the One Party premium rate for retirees who were PPEO represented employees at retirement for dental insurance coverage for employees retiring on or after January 1, 2002. The retiree will be responsible for dependent premiums if any. Employees who retire prior to January 1, 2002, are not eligible for this benefit.

(b) Freeze retiree dental coverage participation to current active employees that would be eligible upon Placer County retirement. Eliminate benefit for employees hired on or after October 14, 2010.

Section 7.16 Retiree Vision Insurance.

Add Retiree Vision Insurance if it becomes available at the State and is 100% paid by the retiree.

ARTICLE VIII. PROBATIONARY PERIOD

Section 8.01 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) 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 the Placer County Code, Chapter 3, 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 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. 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.

Section 8.02 **Annual Evaluation.** Employees in Step 5 shall receive an evaluation annually.

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

(i) 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.

(ii) If the person who supervised the employee for the longest period is no longer employed in county service:

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

2. 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.

(b) 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.

Section 8.03 **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.

(a) Comments. The provisions of the Placer County Code, Chapter 3, Section 3.04.170 shall also be applicable to performance appraisals.

Section 8.04 Length of Probation.

All permanent appointments from open eligible lists to positions in the classified service shall serve a probationary period of twelve (12) calendar months or two thousand eighty (2,080) hours, whichever is more, with the exception of those classifications identified 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 toward the completion of the probationary period.

Section 8.05 Probationary Period.

All appointments 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:

Section 8.06 Promotion To.

	Period
Appraiser I	12 months
Auditor Appraiser I	12 months
Recorder/Elections Technician (entry)	12 months
Equipment Operator	12 months
Probation Department.	
Initial Hiring Classification:	
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:	
Deputy Probation Officer I	18 months
Deputy Probation Officer II	6 months
Senior Deputy Probation Officer	12 months
Supervising Deputy Probation Officer	12 months
Sheriff Department.	
Initial Hiring Classification or Promotion to:	
Correctional Officer I	12 months
Public Safety Dispatcher I	12 months

Section 8.07 Extension of Probation.

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

Section 8.08 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.

Section 8.09 Release During Promotional Probationary Period.

At any time during the promotional 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 release of promotional probation of employment.

Section 8.10 Re-employment List Appointment Probationary Period.

(a) Any employee who is appointed from a re-employment list shall serve a probationary period of six months or one thousand and forty (1,040) hours, whichever is greater. The only exceptions to this are:

(i) An employee who did not complete his or her full initial probationary period prior to being placed on the list will be required to repeat the full initial hire probationary period required of his or her classification.

(ii) An employee who is appointed into the same or lower classification (within the same classification series) and same department he or she was working in at the time of layoff shall not be required to complete a new probationary period.

(b) For purposes of this section, a calendar month shall be from a given date in a month through the next preceding date in the following month (i.e., July 10th through August 9th).

(i) An employee who is released from a probationary status after being re-employed from a re-employment list pursuant to these provisions will be given fourteen (14) calendar days advance notice of the release and advised of his or her return to the re-employment list with the total county service he or she had obtained upon original placement on the list.

(ii) An employee who is released from probation after having been re-employed from a re-employment list shall NOT be certified again to the same department unless so requested by the appointing authority.

(iii) An employee who is released during his or her probationary period after having been re-employed from a re-employment list on two separate occasions will NOT be placed back on the reemployment list and shall be separated from county service.

(iv) An employee who elects to bump in accordance with layoff provisions in accordance with Article 14.04 and the Placer County Code, Chapter 3, Section 3.08.1120 into a lower classification (within the same classification series) and same department he or she was working in at the time of layoff shall not be required to complete a new probationary period.

ARTICLE IX. GRIEVANCE PROCEDURE

Section 9.01 Grievance Procedure Applicability.

(a) The purpose of this part is to provide a procedure for inquiry by the Civil Service Commission into the maladministration of the Civil Service System when there is reasonable cause to believe, and when a complaint has been filed alleging, one or more sections of this Chapter, the Civil Service Rules, an applicable memorandum of understanding and/or side letter agreement have been violated. The sections hereunder are independent of those procedures governing the disciplining of county employees under Article X of this MOU and the County Code, Chapter 3, Part 12 of Article 3.08 and are not applicable when the procedures defined there under are invoked.

(b) Whenever there is reasonable cause to believe that there has been a violation of this Chapter, the Civil Service Rules, an applicable memorandum of understanding and/or side letter agreement, the Civil Service Commission may conduct an investigation or hearing in any department where classified employees are employed for the purpose of determining the validity of such charge or charges.

Section 9.02 Grievance.

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.

(a) **Step 1.** 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) calendar days.

(b) **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 (5) calendar days to the next level of supervision. The second level supervisor or his/her representative shall have seven (7) calendar days to investigate and render a written decision.

(c) **Step 3.** If a mutually satisfactory solution has not been reached, the employee or his/her representative has five (5) 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.

(d) **Step 4.** If a mutually satisfactory solution has not been reached, within five (5) calendar days of issuance of the department head's written response, the State Department of Mediation and Conciliation Services shall be requested to attempt to mediate the grievance.

If the grievance is not settled through the prior Steps, the employee or his/her representative may submit a formal complaint in accordance with Article 9 and the Placer County Code, Chapter 3, Part 4.

Section 9.03 Initiation of Proceedings.

(a) Such proceedings shall be commenced by a complaint which is signed by any aggrieved person. The complaint shall be entitled "IN RE" (the name of the department in which the alleged violations occurred), and shall be directed to the Placer County Civil Service Commission. It shall contain the following:

(i) The name of the department in which the alleged violation or violations occurred.

(ii) The name of the person responsible for the alleged violation or violations.

(iii) The section or sections of the Civil Service Ordinance, Civil Service Rules, applicable memorandum of understanding and/or side letter agreement which have allegedly been violated.

(iv) The factual basis upon which each of the alleged violations rest, including the dates thereof.

(v) The name and position of the party who signed the complaint.

(vi) The date of the complaint.

(b) If the complaint is by an employee in the classified service, such employee shall attach to the complaint satisfactory evidence that he or she made application for the requested relief to his or her supervisors and to his or her department head but was denied such relief.

Section 9.04 Filing and Service of Complaint—Answer.

(a) **Complaint.** The complainant must file five copies of the complaint with the Civil Service Commission, in care of the Personnel Director not later than five (5) 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:

(i) Place one copy on file for the Civil Service Commission.

(ii) Transmit one copy to the County Counsel's office.

(iii) 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, rules, memorandum of understanding, and/or side letter agreement.

(iv) 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.

(v) Transmit one copy to the County Executive's office.

(b) **Answer.** 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:

(i) Place one copy on file for the Civil Service Commission.

(ii) Transmit one copy to the County Counsel's office.

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

(iv) 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.

(v) Transmit one copy to the County Executive's office.

Section 9.05 Preliminary Hearing.

At the first regular meeting of the Civil Service Commission after the date of the filing of the complaint, the Commission shall, without receiving any evidence, based solely on the grievance, complaint and the answer by the department head, as well as oral argument by the grievant and the appointing authority or their respective representatives, make the following determinations:

(a) Whether or not the complaint is drawn and filed in compliance with the requirements of Articles 9.03 and 9.07(b) (Placer County Code, Chapter 3, Sections 3.08.300 and 3.08.340(B)). If the complaint is not drawn in compliance with Article 9.03 (Placer County Code, Chapter 3, Section 3.08.300) the Commission shall grant the complaining party at least one opportunity to amend it. If the complaint is amended it shall be redrawn in its entirety and filed and served in compliance with Article 9.4 (Placer County Code, Chapter 3, Section 3.08.310(A)).

(b) Whether or not the allegations of the complaint warrant further inquiry by the Commission. If the Commission finds that the allegations of the complaint warrant further inquiry, the provisions of Article 9.06 (Placer County Code, Chapter 3, Section 3.08.330) shall be applicable. Otherwise, the proceedings shall terminate upon the decision of the Commission not to make further inquiry.

Section 9.06 Hearing.

(a) 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.

(b) **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.

(c) **Attorneys.** Any party is entitled to be represented by private counsel. The County Counsel, or deputy, may participate in the examination of witnesses.

(d) **Private Hearings.** 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 (7) calendar days prior to the date of said hearing.

(e) **Evidence.**

(i) **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.

(ii) **Relevancy.** Only the evidence which is relevant and material to the allegations of violations shall be admissible into evidence.

(f) **Court Reporters.** No evidence shall be received by the Commission unless all proceedings are reported or otherwise suitably recorded.

(g) **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.

(h) **Records.** 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.

(i) **Conclusion.** 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.

(j) The Commission shall announce the decision at its next regular meeting. The decision of the Commission shall be final.

Section 9.07 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.** 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.

ARTICLE X. DISCIPLINE & APPEAL PROCESS

Section 10.01 Definitions.

(a) **Appointing Authority.** Means, for purposes of Chapter 3 only, the employee's department head or the County Executive.

(b) **Discipline.** Means discharge (termination of employment), suspension without pay, demotion, or reduction of wages.

(c) Hearing Body. Means the Civil Service Commission where disciplinary action is of a classified employee.

Section 10.02 Peace Officer Bill of Rights.

Nothing under the provisions of Article 10.01 (Placer County Code, Chapter 3, Section 3.08.1180 et seq.), shall be deemed to grant or deny any right or duty granted or denied by the peace officer bill of rights.

Section 10.03 Power to Discipline.

An appointing authority, for cause, may impose discipline on an employee.

Section 10.04 Grounds for Discipline.

(a) The following shall be grounds for disciplinary action:

(i) Unauthorized absence;

(ii) 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;

(iii) Disorderly or immoral conduct;

(iv) Dishonesty;

(v) Incompetence or inefficiency;

(vi) Insubordination;

(vii) 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;

(viii) Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements;

(ix) Negligence of, or willful damage to, waste of, or unauthorized use or theft of, public supplies or equipment;

(x) Violation of Civil Service laws, County policies and/or procedures;

(xi) Fraud in securing appointment;

(xii) Failure to meet reasonable work performance standards and requirements;

(xiii) Discourteous treatment of the public or other employees;

(xiv) Improper political activity;

(xv) 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 10.05 Initiating Discipline—Review by County Executive Officer.

(a) Prior to initiating any discipline as hereinafter provided, an appointing authority considering discipline consisting of discharge, suspension without pay for thirty-two (32) or more scheduled work hours, demotion, or reduction of wages shall first review the matter with the County Executive Officer.

(b) No appointing authority shall dismiss any disciplinary action or impose any discipline less than that recommended by the County Executive Officer, without the express authorization of the County Executive Officer.

(c) The appointing authority may review minor proposed discipline with the County Executive Officer.

(d) Employees classified as exempt under the Fair Labor Standards Act shall not be disciplined by suspension without pay for less than a full work week, unless it is a penalty imposed in good faith for infractions of safety rules of major significance.

Section 10.06 Initiating Discipline—Notice of Proposed Action.

Except as provided in Article 10.10 (Placer County Code, Chapter 3, Section 3.08.1250), disciplinary action shall be commenced by an appointing authority preparing a written notice of proposed action containing the following:

(a) The name of the employee.

(b) The section number or numbers of the rules or regulations violated constituting the charges.

(c) The reasons for which the disciplinary action is proposed to be taken on such charges.

(d) Any materials upon which the action is based.

(e) A statement informing the employee of his or her rights to respond, either orally or in writing, to the appointing authority within seven calendar days.

Section 10.07 Service of Notice of Proposed Action.

The notice of proposed action shall be personally served on the employee. The person serving this notice shall prepare an affidavit of service.

Section 10.08 Filing Charges.

At the expiration of the time specified in Article 10.06(e) (Placer County Code, Chapter 3, Section 3.08.1210(E)), and after investigating and considering such responses, oral or written, as the employee may have made, the appointing authority may file, within forty (40) calendar days, a written order initiating discipline containing the following:

(a) The name of the employee.

(b) The section number or numbers of the rules or regulations violated constituting the charges.

(c) The reasons for which the disciplinary action is proposed to be taken on such charges.

(d) Any materials upon which the action is based.

Section 10.09 Filing and Service of Order.

The appointing authority or designated representative shall personally serve one copy on the employee and send one copy to the Personnel Director. No copy of such order may be placed in such employee's personnel file until the discipline has become effective as provided in Article 10.11 (Placer County Code, Chapter 3, Section 3.08.1260).

Section 10.10 Interim Suspension (Administrative Leave) with Pay.

(a) Pending investigation by the appointing authority of charges against an employee, the appointing authority may, in writing, and with the approval of the CEO order the employee placed on immediate paid administrative leave of absence until charges are filed under Article 10.8 (Placer County Code, Chapter 3, Section 3.08.1230). Such interim suspension may only be made if the appointing authority and CEO determine it is in the best interest of the department or county to do so.

(b) If notice is served under Article 10.06 (Placer County Code, Chapter 3, Section 3.08.1210), the appointing authority may with CEO approval, in writing, order that such interim suspension continue until such interim discipline becomes effective as provided in Article 10.11 (Placer County Code, Chapter 3, Section 3.08.1260), or such charges are dismissed. Such further suspension may only be made if the appointing authority determines that it is in the best interest of the department or county to do so.

Section 10.11 Effective Date of Discipline.

(a) Discipline less than termination shall become effective when either the employee has not filed a request for an appeal hearing (within the ten (10) calendar days as required under Article 10.13 (Placer County Code, Chapter 3, 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 discipline 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 Director pursuant to Article 10.09 (Placer County Code, Chapter 3, Section 3.08.1240).

Section 10.12 Appeal—To Whom Made.

An appeal by an employee in the classified service shall be made to the Civil Service Commission except that the Personnel Director shall appeal to the Board of Supervisors.

Section 10.13 Appeal—Procedure.

An employee desiring to appeal shall file with the hearing body an answer admitting or denying, in whole or in part, the allegations of the order. Matters not admitted by the filed answer shall be deemed denied. Such answer must be filed within ten (10) calendar days of receipt of such order by such employee. The clerk of the hearing body shall stamp on the answer the date it was filed and shall:

(a) Place one copy in his or her file.

(b) Send one to the appointing authority.

(c) Send one to the County Counsel.

(d) Send one to the County Executive.

(e) Send one to the Personnel Director if the employee is in the classified service.

Section 10.14 Appeal—Hearing.

(a) After the date the answer is filed with the hearing body, such body shall hold a hearing at special meeting to determine whether such disciplinary action shall be sustained. The hearing shall be scheduled at the earliest possible date taking into consideration adequate time to schedule the parties, commissioners and counsel.

(b) The appointing authority or designee and employee each shall have the right to be represented by legal counsel.

(c) The hearing body shall have the right to the assistance of counsel in the conduct of the hearing.

(d) Hearings shall be private and all persons excluded there from except the appointing authority, or designee, Personnel Director, secretary to the Commission, employee, employee organization representative, attorneys, legal assistants or investigators as designated by an employee organization representative or attorney for either party, court reporter, and witnesses actually testifying, unless the employee files a written request for a public hearing with the hearing body.

(e) All testimony shall be given under oath. The hearing body or counsel to the hearing body shall have the authority to administer the oath. All facts must be established by a preponderance of the evidence. The appointing authority shall have the burden to prove the grounds for the disciplinary action and that the proposed sanction is appropriate. The appointing authority shall be required to present its case first. The hearing body and its counsel shall have the right to ask questions of the parties and of any witnesses and each party shall have the right to present evidence in rebuttal.

(f) Any evidence which is relevant and material to the disciplinary action may be received and the hearing body shall not be bound by the formal rules of evidence required of a formal court hearing.

(g) All oral testimony received by the hearing body shall be recorded in some appropriate form.

(h) The hearing body shall have the power to compel the attendance of witnesses by subpoena. The subpoenas shall be issued by the clerk to the hearing body, upon request of any party to the hearing. The subpoenas shall be signed both by the clerk to the hearing body and the party requesting issuance. No more than six such subpoenas shall be issued to a side unless the requesting party establishes to the satisfaction of the chairperson of the hearing body that such additional requested subpoenas:

(i) Relate to relevant and material evidence pertaining to the disciplinary action; and

(ii) Such evidence cannot be produced through means of a stipulation as to the testimony proposed to be introduced; and

(iii) Such evidence is not merely duplication of other evidence.

Section 10.15 Appeal—Findings.

(a) At the conclusion of the hearing, the hearing body may sustain, modify or reverse the discipline imposed by the appointing authority and may make such findings and enter such orders as it deems appropriate.

(b) If the hearing body orders reinstatement of the employee the findings shall specify the effective date of the reinstatement.

Section 10.16 Exhausting Administrative Remedies.

Administrative remedies shall be exhausted when findings have been made by the hearing body.

ARTICLE XI. ALLOWANCES AND REIMBURSEMENTS

Section 11.01 Professional Memberships.

Professional employees shall be reimbursed by the County for fees paid for membership in professional organizations, with a maximum of one hundred twenty-five dollars ($125) per year. Reimbursement for professional membership shall be administered by the Director of Personnel. Examples of the types of professional memberships include but are not limited to:

- American Accountants Association,
- American Bar Association,
- American Congress of Surveying & Mapping,
- American Institute of Architects,
- American Library Association,
- American Society of Civil Engineers,
- American Society for Microbiologists,
- California Nurses Association,
- California Environmental Health Association,
- California Land Surveyors Association,
- California Library Association,

- National Association of Accountants,
- National Association of Governmental Accountants,
- National Association of Social Workers,
- National Society of Auditor-Appraisers,
- Placer County Bar Association,
- Public Health Association,
- Water Pollution Control Federation,

Section 11.02 Certification and Licensing.

Professional employees shall have mandated certificate, registration or license fees paid by the department per the following list. Any additions or deletions to this list shall be approved by the Director of Personnel.

- California Bar Association
- Civil Engineering Certificate
- California State Nursing License
- State Surveyor Registration
- Licensed Clinical Social Worker
- State Sanitarian Registration
- American Occupational Therapy Association Certificate of Registration

Section 11.03 Driver's License Fee Reimbursement.

The County will reimburse employees the cost of obtaining a Class A or Class B license, and endorsements, when said license is required in the course and scope of the work required by an employee's classification.

Section 11.04 Meals.

The department head or designee must authorize all meal allowance expenditures in advance for the following:

(a) **Non-Taxable Meal Allowance for Meals Directly Related to County Business.**

(i) Attending a breakfast, luncheon, dinner or other meal meeting or gathering where the main purpose is to conduct business directly affecting the County, County business is actually conducted during the meal period, and there is some specific County business benefit contemplated by County employees at some future time.

(ii) There must be a specifically identifiable reason for conducting the County's business during the meal. Examples of allowable business meals include when it is impractical to meet during normal working hours, or a meeting does not adjourn during lunch, or an employee is required to go to lunch as a member of a group, such as a Board or Commission where official business is conducted, or when the meal otherwise takes place in a clear business setting.

(b) Non-Taxable Meal Allowance for Overnight Travel.

Employees will receive a non-taxable per diem rate for meals when traveling on County business on a temporary basis (one year or less), that results in the employee being away from the location of his or he principal place of business overnight.

(i) For these purposes, there are two principal places of business for employees. They are the Western Slope of the County (defined in the Placer County Code, Chapter 4, Section 4.16.030.E) or the Eastern Slope of the County (defined in the Placer County Code, Chapter 4, Section 4.16.030.D). Examples of situations covered by the allowance include: an employee stays overnight in a County other than Placer County, or an employee who is permanently assigned to the Western Slope of the County stays overnight in the Eastern Slope of the County and vice versa.

(c) **Non-taxable Meal Allowance Due to Emergency Situations.**

Department heads, with the prior verbal approval of the County Executive, may authorize meal allowance expenditures for employees during emergencies or extraordinary or unusual circumstances such as natural disasters, severe inclement weather, imminent or actual failure of county facilities, systems or processes, a health or safety emergency or threat, or extended search and rescue activities. Such verbal approval is effective for not more than 72 hours but may be extended by written approval of the County Executive for an indefinite period.

(d) **Non-taxable Employer Provided Meals.**

With the prior approval of the County Executive, the department head may provide, on County facilities, meals to employees when such meals are provided for a substantial non-compensatory reason and are provided in one of the following circumstances:

(i) Employees need to be on call for emergencies during the meal period (examples: A correctional officer, Sheriff's deputy or sergeant working in the jail; a public safety dispatcher in the dispatch center; a wastewater treatment plant operator covering a flood assignment, etc.);

(ii) The nature of the assignment (not merely a preference) requires a short meal period;

(iii) There is an absence of available eating facilities in the area of the work assignment; or,

(iv) The meal is furnished immediately after working hours because the employee's duties prevented him or her from obtaining a meal during working hours.

(e) **Taxable Meal Allowance.**

Employees may receive a taxable meal allowance when required to work more than two hours before or after a normal shift and it is impractical or would be an inconvenience or imposition for the employee to go home for a meal and return to work.

Section 11.05 Travel on Official Business.

(a) i.e. training, that results in the employee being more than thirty (30) miles away from his or her primary work location.

(f) Allowance Amount: The meal allowance amount will be that amount set by and contained in the Federal Domestic Per Diem Rate for breakfast, lunch and/or dinner, in effect on the date the meal allowance is incurred for the geographical location that the meal allowance is incurred in. A receipt is not necessary to receive the per diem meal allowance amount. Information sufficient for the Auditor to determine that the allowance is being paid under one of the above provisions will be required prior to the allowance being paid.

Section 11.06 Incidental Expenses.

Reasonable and necessary incidental expenses will be reimbursed for the amount incurred upon presentation of a receipt evidencing the expense. An employee traveling overnight may instead opt to receive the combined meal and incidental expense Federal Domestic Per Diem Rate instead of receipted reimbursement for incidentals.

Section 11.07 Mileage Reimbursement.

Mileage reimbursement paid for use of private vehicles is adjusted by any periodic change to Internal Revenue Service allowable non-taxable mileage rates.

Section 11.08 Other Personal Property Loss.

This section applies to all personal property loss that is not mechanic's personal tool loss at the County garage, service station and or Tahoe garage.

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

(i) Lost or stolen cash shall not be reimbursed by the County.

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

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

Section 11.09 Loss Amounts Reimbursable to the Employee.

Loss amounts reimbursable to the employee shall be as follows:

(a) Amounts of ten dollars ($10) or less are not reimbursable.

(b) For property damaged, but repairable, other than vehicles, the amount payable shall be the reasonable cost of replacement value of the item at the time of damage.

(c) For clothing, eyeglasses, and watches, lost or damaged and not repairable, the amount payable shall be the replacement value of the item at the time of damage or loss, subject to verification by the department head and the County Executive Office.

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

(e) No loss amount shall be reimbursed until Risk Management has conducted an investigation and authorized payment with the approval of the appointing authority. Any disapproval may be appealed to the County Executive Officer.

Section 11.10 Personal Tool Loss.

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

Section 11.11 Work Boot / Safety Shoe Allowance.

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) per eligible employee. Classifications eligible for this work boot/safety shoe reimbursement shall include:

- Assistant Road Superintendent;
- Automotive Mechanic; Master Automotive Mechanic;
- Building Crafts Mechanic; Senior & Supervising Building Crafts Mechanic;
- 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;
- Equipment Mechanic; Master Equipment Mechanic;
- Equipment Mechanic / Welder;
- Equipment Operator; Senior Equipment Operator;
- Equipment Services Worker I/II;
- Fleet Services Technician;
- Information Technology Analyst I/II (assigned to Telecommunications);
- Maintenance Worker;
- Mechanic, Supervising;
- Parks & Grounds Worker, Senior & Supervising;
- Road District Supervisors; Road District Supervisor Senior;
- Surveyor Assistant, Associate, Senior;
- Telecommunications Technician I/II;
- Traffic Sign Maintenance Worker, Senior, Supervisor, & Supervisor Senior;
- Transportation Supervisor;

- Tree Trimmer & Senior;
- Tree Maintenance Supervisor & Supervisor Senior;
- Utility Service Worker, Senior & Supervising;
- Utility Operations Supervisor;
- Waste Disposal Site Attendant, Senior & Supervisor;
- Wastewater Laboratory Technician; (Wastewater) Senior Laboratory Technician;
- Wastewater Plant Operator Trainee, I/II/III, & Supervising;
- Wildlife Specialist.

For the administrative dispatcher position assigned to Tahoe, 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) per calendar year.

Section 11.12 Tool Reimbursement.

The following classifications shall receive a seven hundred fifty dollar ($750) per year tool replacement allowance to be reimbursed quarterly in accordance with procedures established by the Auditor Controller's Office. No more than one claim may be submitted for reimbursement in any calendar quarter. Classifications eligible for this personal equipment reimbursement shall include: automotive mechanic; master automotive mechanic; equipment mechanic; master equipment mechanic; equipment service worker I/II; supervising automotive mechanic and supervising equipment mechanic.

Section 11.13 Rain Gear Allowance.

Employees on the following crews shall be entitled, once (1) every three (3) years, to have the County provide rain gear, including coat, pants and boots, as necessary. Crews eligible for this personal equipment reimbursement shall include: roads, special districts, wastewater treatment, buildings and grounds, print services, central stores, animal control officers, TART bus drivers, building inspectors, mini bus drivers, park maintenance workers, mail service workers, communications, garage, and sanitarians.

Section 11.14 Safety Equipment Standards.

The County shall have sole discretion whether to purchase or rent such clothing and shall have sole discretion as to the color, type, and style; the County shall, however, consult with the employees involved prior to making a final decision. Allowances or reimbursements paid to employees for safety equipment must be used for county approved safety equipment. The County reserves the right to determine the method of reimbursing employees for safety equipment described in this agreement.

Section 11.15 Tuition Reimbursement.

The County agrees to reimburse employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $550 per fiscal year.

Section 11.16 Uniform Allowance.

Uniform allowances shall be processed as non-reimbursable, taxable, bi-weekly pay in accordance with procedures established by the Auditor-Controller's Office.

(a) **$750 Reimbursement.** 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) per year: administrative clerical, administrative legal clerical, accounting clerical, public safety dispatcher, and correction support supervisor.

(b) **$1,065 Reimbursement.** 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) per year: animal control officer, community service officer, correctional officer and evidence technician.

ARTICLE XII. FURLOUGH AND WORK GUARANTEE

Section 12.01 Furlough and Work Guarantee.

(a) **Furlough.**

(i) Furlough Definition. A mandatory period of unpaid time off from an employee's regularly scheduled shift(s), for any period of time, and implemented to obtain budget savings or due to a lack of work, other than when an employee voluntary takes time off.

(ii) In the event the County proposes to implement furloughs for a length of time not exceeding five (5) days per fiscal year, the parties agree that any discussions, negotiations, and/or bargaining regarding the furloughs will only occur after a written pre-bargaining notice to PPEO containing an explanation as to why the County is considering the use of furloughs during a particular fiscal year, a description of the desired number of furlough days, when those days might be expected to occur, any other proposal details, and an offer to meet and confer with PPEO.

(iii) In the event the County proposes furloughs for a length of time exceeding five (5) days per fiscal year, the requirements identified above are modified as follows. The Pre-bargaining Notice will only be made in conjunction with a invitation to meet and confer on layoff impacts. If meet and confer regarding the implementation of such furloughs and layoff impacts are requested by PPEO, then discussions, negotiations, and/or bargaining on these will proceed at the same time, at the same table.

(iv) In the event that the parties agree to implement furlough/MTO days, the following provisions will be applied:

(v) To the extent reasonable, MTO will be implemented in a fashion resulting in the MTO payroll deduction being spread out proportionally throughout the year;

(vi) To the extent possible, furlough/MTO days will be scheduled in conjunction with a paid holiday;

(vii) MTO hours will count toward "service credit" and as such employees will accrue leave balances and all other applicable benefits on these hours;

(viii) MTO hours will count towards an employee's seniority and total county service, and;

(ix) To the best of both parties knowledge, as of the date this agreement was entered into, the MTO days will affect CalPERS Service Credit/ Final Compensation as follows: One year of CalPERS Service Credit is based upon 1,720 paid hours, excluding overtime, in the CalPERS fiscal year (Begins in the pay period July 1st falls, typically pay period #2). Full time employees could be in an off pay status for up to 360 hours in the CalPERS fiscal year and still earn a full year of CalPERS service credit. Part time employees service credit may be adjusted depending on their schedule combined with MTO hours. The CalPERS final compensation calculation is based on the actual pay rate for the position – not the individual salary earned by the employee. Final Year Compensation would not be impacted by the time off without pay except in cases where an employee receives additional pay based upon a percentage of the actual earnings, i.e. night shift differential.

Section 12.02 Furlough Impasse Procedure.

Should the Parties be unable to come to agreement on any future furlough proposal, the proposal will be subject to the impasse procedures contained in the Placer County Employer Employee Relations Policy with a mutual understanding that time is of the essence in resolving any such impasse.

Section 12.03 No Work Guarantee.

The parties agree that there is no work guarantee provision contained in the PPEO MOU, the Placer County Code, nor as a past practice.

ARTICLE XIII. HEALTH AND SAFETY

Section 13.01 License Plate Restricted Access.

The County works with the State Department of Motor Vehicles to restrict access to the license plates of those workers assigned to work for the Health and Human Services Department ACCESS Team.

Section 13.02 Office Closure Due to Emergency.

The County Executive Officer, on the recommendation of the department director, may close any county office because of emergency situations, i.e., heating/cooling equipment failure. Employees in the affected work location may be temporarily assigned to another work location or sent home with pay.

Section 13.03 Restroom Facilities.

The County will investigate and where feasible provide restroom facilities reserved for employees that are separate from those available to County clients and the general public.

Section 13.04 Smoking Policy.

The agreed upon provisions regarding smoking prohibited in County buildings and limited to designated areas is as contained in the Placer County Code.

ARTICLE XIV. LAYOFF

Section 14.01 Layoff Authority.

(a) Layoffs shall be made solely under the direction of the Board of Supervisors. The County Executive Officer, following board approval, may direct the department's appointing authority to lay off employees for any of the following reasons:

(i) Necessity based on lack of funds or work; or

(ii) Advisable in the interest of economy to reduce the departmental staff; or

(iii) Administration of a violation of the Placer County Code, Chapter 3, Section 3.04.080 relating to nepotism.

(b) Notwithstanding the provisions of subsection (a) of this section, the department's appointing authority may lay off an employee, without the direction of the Board of Supervisors, for the following reasons:

(i) Return of another employee with greater seniority from leave of absence;

(ii) Return of another employee with greater seniority as a result of release from probation.

(c) Permanent employees laid off and probationary employees noticed of release from county service pursuant to these provisions shall be placed on a re-employment list for the class or classes from which they were laid off or released ranked by total county service in order from longest to shortest.

Section 14.02 Notice.

At least fourteen (14) calendar days, excluding holidays, before the effective date of a layoff, the appointing authority shall cause each employee affected to be personally served a notice of layoff. The notice shall include a copy of the layoff provisions. A copy of such notice shall be sent to the Personnel Director.

Section 14.03 Order of Layoff – Departmental.

(a) In the event a layoff is necessary, the appointing authority, with the approval of the County Executive, shall determine which class or classes will be affected. Flexibly staffed positions in classifications which include entry/journey, assistant/associate or I/II in the job title will be treated as one class for purposes of this provision. Prior to layoff of permanent employees, notice of release of employment shall first be given to employees in the following order by class or classes: extra help, provisional and probationary employees in the targeted department. The following sequence will be used to determine the order in which permanent employees in the department target class or classes will be laid off:

(i) Permanent employees whose last recorded overall performance rating was "unacceptable" in the performance evaluation done ninety (90) days or more prior to the notice of layoff.

(ii) Permanent employees shall be laid off, by class, in the inverse order of seniority within a classification within a department. Permanent part-time employees' seniority will be prorated based on hours worked as per the definitions contained in the definitions section of this agreement.

(iii) The least senior employee may choose to "bump" to any class with the same or lower maximum salary in which the employee had previously served in a permanent status in the same department or in another county department of county service.

(iv) Ties. In the event of a tie in seniority (above), the tie will be broken by ranking (i) in inverse order of seniority within the department, then (ii) inverse order of seniority within the total county service. In the event the above methods do not break the tie, then the final decision will be made by lot.

Section 14.04 Transfer or Demotion in Lieu of Layoff.

(a) In lieu of being laid off, an employee may request to transfer or demote to any vacant class that is approved to be filled with the same or lower maximum salary for which the employee meets minimum qualifications as provided in the Placer County Code, Chapter 3, Section 3.08.370 and 3.08.380 subject to the approval of the Personnel Director. An employee who voluntarily exercises the option contained in this section to demote to another position shall be eligible to be placed on a re-employment eligible list.

(i) To determine which employee(s) will be displaced by an employee who chooses to bump, the employee's total county service will be compared to the time in class of each person in that class; however, an employee may not be displaced by an employee with less total county service, if such displacement results in separation from county service of the senior employee.

(ii) To submit an election to bump, an employee must notify his or her appointing authority in writing of such election not later than five working days after receiving the notice of layoff. Any employee displaced by bumping shall have the same rights afforded by this section. The salary of the employee who elected to bump shall be determined in accordance with the Placer County Code, Chapter 3, Section 3.04.700

(iii) An employee who exercises the right to bump shall be placed on the re-employment list for the classification of the position(s) from which they were laid off.

(iv) An employee who previously exercised the option to elect bumping rights, shall, at the employee's discretion, have the right thereafter to set aside such exercise of the bumping option within thirty (30) calendar days and accept layoff.

(v) In the event that an employee is laid off as a result of privatization of a county function, the County will continue to pay the employee's current salary and benefits at the time of layoff, for two pay periods, without reducing accrued leave balances, to be considered severance pay. The severance pay will not apply if the employee chooses not to exercise bumping rights or is hired by the private contractor. Employees subject to layoff will be allowed to use accumulated leave time to conduct a job search.

Section 14.05 Re-employment List.

(a) A re-employment list for permanent employees who have been laid off and probationary employees noticed of release from employment (pursuant to Article 14.01 and the Placer County Code, Chapter 3, Section 3.08.1090(C)) shall be established to facilitate re-employment of employees laid off or released in accordance with these provisions. Rank order shall be determined by total county service from longest to shortest and shall remain in existence for a period of a minimum of one year and a maximum of two years

(b) When there is a re-employment list for the class in which the vacancy exists, only the employee with the greatest total county service shall be certified and shall be appointed.

(c) Employees on a re-employment list may waive certification by written notification to the Personnel Director. Such notification shall state the period of time and/or department(s) to which the waiver shall apply.

Section 14.06 Definition of Terms Pursuant to Layoff Provisions.

Bumping Rights: the right for a permanent employee to revert to a position in which he/she previously attained permanent status if the employee has been notified that they are subject to layoff, formally elects to move to the previously held position or to the classification performing the same or similar duties in the case of subsequent reclassification, re-titling or merge of classifications, and has sufficient seniority or total county service in order to "bump" another employee from the position.

Class: the categorization of work duties and responsibilities sufficiently similar so that the same minimum qualifications; education, experience, knowledge, skills and abilities (KSAs) may be required of incumbents and so that the same schedule of compensation is applied with equity.

Class Series: a set of two or more classes that are closely related in terms of work performed and distinguished primarily by the level of responsibility and scope of duties assumed. Common titling designations are generally used to clearly define the applicable class level, such as building crafts mechanic, building crafts mechanic senior, building crafts mechanic supervising, and building crafts mechanic senior supervising.

Demotion: a change between classifications where the difference between the maximum salaries of one classification to the other is a decrease of five percent or more.

FTE: full-time equivalent; a forty (40) hour per week position = 1.0 FTE.

Full-time Position: a position established on a year-round basis required to work a regular work schedule of forty (40) hours per week.

Layoff: the involuntary termination pursuant to Article 14.01(Placer County Code, Chapter 3, Section 3.08.1090) of a permanent employee from a classification without fault on the part of the employee.

Part-time Position: a position established on a year-round basis to work a regular work schedule of less than forty (40) hours per week.

Permanent Status: acquired by an employee who has been retained in his/her position after the completion of an initial or reinstatement county probationary period.

Probationary Status: acquired by an employee who has been certified and appointed, but who has not completed an initial or reinstatement county probationary period.

Seniority: hours in a specific classification and specific department excluding overtime and any extra help or temporary assignments.

- An employee, who works in a temporary assignment, receiving work-out-of-classification compensation, will continue to accrue seniority in his/her regular position/classification.
- Any hours spent on a Board of Supervisors approved work furlough program will be included in the employee's seniority and total county service hours.
- An employee, who is transferred to another department as a result of the transfer of a business unit or function, shall have all county-paid hours in the prior department moved forward into the new department if he/she remains in the same classification.

- An employee whose position is reclassified shall have all hours moved forward to the newly reclassified position. This provision does not apply to any employee who receives a promotion defined as follows:
  - *Promotion.* Advancement to a position of higher rank or grade where the salary grade difference between the current classification and the new classification involves an increase in pay of at least five percent or more. A change in salary grade resulting from a reclassification of an occupational group without regard to departmental lines and involving no substantial change in duties and qualifications is not considered a promotion.

Section 14.07 Total County Service.

Total county-paid hours in any department from the date of hire to present, excluding overtime and extra help or temporary assignments.

(a) An employee who works in a temporary assignment receiving work-out-of-classification compensation will continue to accrue total county service.

(b) Employees who reinstate within a two-year period shall maintain their original date of hire. However they will not have any county-paid hours added to their seniority or county service during the period of separation.

(c) Any hours spent on a Board of Supervisors approved work furlough program will be included in the employee's seniority and total county service hours.

(d) An employee who is transferred to another department as a result of the transfer of a business unit or function shall have all county-paid hours in the prior department moved forward into the new department if he/she remains in the same classification.

(e) An employee whose position is reclassified shall have all hours moved forward to the newly reclassified position. This provision does not apply to any employee who receives a promotion defined as follows:

  i) **Promotion.** Advancement to a position of higher rank or grade where the salary grade difference between the current classification and the new classification involves an increase in pay of at least five percent or more. A change in salary grade resulting from a reclassification of an occupational group without regard to departmental lines and involving no substantial change in duties and qualifications is not considered a promotion.

ARTICLE XV. MISCELLANEOUS

Section 15.01 Update Policies.

Agree to side process (committee) for completion. However parties agree that these policies will not be included in the CMOU.

Section 15.02 Payroll Definitions and Process Clarification.

The parties agree to continue to meet as needed to clarify payroll processes. MOU language changes, if any, will be made by mutual agreement only. The parties agree that Chapter 3 changes on this subject, which are also mandatory subjects of bargaining, will not be made during the life of the MOU except through mutual agreement or following completion of the meet and confer process.

Section 15.03 Job Abandonment.

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

(b) Any employee terminating his or her employment in the manner provided by this section shall be deemed to have left county service by resignation and shall be subject to the provisions of the Placer County Code, Chapter 3, Section 3.08.1130.

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

(d) The resignation provided by this section may be rescinded by the employee's appointing authority, if such employee presents satisfactory reasons for his or her absence, in writing, within ten (10) days of the date of mailing of the proposed termination. Should the resignation not be rescinded by the appointing authority, the employee shall be so notified by certified mail.

ARTICLE XVI. TERM OF AGREEMENT

This agreement shall be in force July 1, 2011 to December 31, 2013

This memorandum of understanding is hereby executed this _____ day of _____, 2012, by the Employer-Employee Representatives whose signatures appear below on behalf of their respective organizations.

PLACER PUBLIC EMPLOYEES ORGANIZATION AND STAIONARY ENGINEERS, LOCAL 39:

By:_____
Jerry Kalmar
Business Manager

By:_____
Madison Bland
President

By:_____
Joan Bryant
Director of Public Employees

By:_____
Chuck Thiel
Business Representative

By:_____
James Britton
Business Representative

By:_____
Aaron Johnson
Placer Public Employees Organization

By: Kathleen Ziegelmann
Kathleen Ziegelmann
Placer Public Employees Organization

THE COUNTY OF PLACER,

By:_____
Jennifer Montgomery, Chairwoman
Placer County Board of Supervisors

By:_____
David Boesch
County Executive Officer

By: Nancy Nittler
Nancy Nittler
Director of Personnel

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

In the matter of: AN ORDINANCE AMENDING

SECTIONS 3.04.090, 3.04.140, 3.04.190, 3.04.210, 3.04.230, 3.04.290, 3.04.300, 3.04.340, 3.04.360, 3.04.370, 3.04.390, 3.04.395, 3.04.400 3.04.450, 3.04.470, 3.04.475, 3.04.480, 3.04.490, 3.04.500, 3.04.520, 3.04.530, 3.04.540, 3.04.550, 3.04.560, 3.04.570, 3.04.580, 3.04.800, 3.04.810, 3.04.820, 3.04.830, 3.08.290, 3.08.300, 3.08.310, 3.08.330, 3.08.340, 3.08.510, 3.08.810, 3.08.1020, 3.08.1030, 3.08.1035, 3.08.1050, 3.08.1060, 3.08.1070, 3.08.1080, 3.08.1160, 3.08.1190, 3.08.1250, 3.08.1260, 3.12.020, 3.12.060, 3.12.100, and 3.12.110 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.

_____
Jennifer Montgomery
Chairwoman, 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 3.04.140 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

3.04.140 Personal property loss.

* * *

B. Other Personal Property Loss.

1. **This section applies to all personal property loss that is not mechanic's personal tool loss at the county garage, service station and/or Tahoe garage.** ~~For personal property loss, other than personal tool losses of mechanics at the county garage, service station, and Tahoe garage, the provisions of this subsection shall apply.~~

* * *

Section 3: **That Section 3.04.190 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

3.04.190 Work required of employees.

* * *

F. PPEO **Represented** and Confidential Employees—Extended Work Assignments. Except for a declared emergency, an employee who has worked sixteen (16) consecutive hours must be allowed a minimum of eight hours off before being required to return to work. An employee shall suffer no loss of pay nor shall there be a deduction from the employee's leave balances if this eight hour period overlaps with the employee's normal shift.

Section 4: That Section 3.04.210 of Chapter 3 of the Placer County Code is hereby amended as follows:

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 5: That Section 3.04.230 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.230 Exclusions from overtime—Management and confidential **employees, deputy district attorneys and child support attorneys.**

No officer or employee designated as management, **or** in the classification series of deputy district attorney or child support attorney, and who is eligible for ~~administrative~~ **management, district attorney or child support attorney** leave, shall be allowed overtime compensation in the form of pay at a time and one-half rate. Nothing herein shall be deemed to preclude adjustment of working hours at a straight time rate for such persons called on to work in excess of normal working hours.

a. **Confidential Employees.** Employees designated as confidential ~~who do not receive administrative leave~~ shall be entitled to overtime compensation in the form of pay or CTO at a time and one-half rate.

Section 6: **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.

* * *

B. Stand-by duty may only be assigned by a department head, or designated representative~~, with express approval of the county executive as classification and number of employees~~.

C. * * *

2. **PPEO Represented**~~General Unit, Professional Unit~~, Management, **Confidential** and **Unclassified Non-management Employees**~~Other~~. ~~Effective December 19, 1999, s~~**S**tand-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 7: **That Section 3.04.300 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

3.04.300 Consecutive shifts—**PPEO represented employees.**~~General unit and professional unit.~~

Any employee required to work consecutive full-time shifts in addition to a regular shift, separated by less than eight hours of time off, shall be compensated at overtime rates for each consecutive additional shift worked. ~~Written approval from the county executive office is required to compensate employees for consecutive shifts.~~

Section 8: **That Section 3.04.340 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

3.04.340 Absence due to weather conditions.

PPEO Represented, ~~General Unit, Professional Unit, and~~ Management**, Confidential and Unclassified Non-management Employees.**

~~A. How Absence to be Made Up.~~ Where the weather conditions are of such severity that an employee is not able to reach a work assignment location, or an employee requests to leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee, either to vacation time, compensatory time off, or **other appropriate paid** leave ~~without pay~~, or, where the employer and employee agree, such work may be made up **no later than the end of the work week in which the absence occurred. An employee who does not have available paid leave will be on unpaid leave status**.

~~B. Time Limits for Make-Up.~~

~~1. FLSA Exempt. Where the parties agree such work may be made up, the work must be made up no later than the end of the next pay period following such absence. If the employee does not make up such time within the time specified, it shall then be charged, at the option of the employee, to vacation; if there is no vacation balance, it shall then be charged as leave without pay.~~

~~2. FLSA Nonexempt. Where the parties agree such work may be made up, the work must be made up no later than the end of the work period in which the absence occurred. (Ord. 5478-B (Attach. A), 2007: prior code § 14.230)~~

Section 9: That Section 3.04.360 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.360 Sick leave - How computed.

* * *

B. Unused sick leave with pay may be accumulated from year to year.

~~1. Effective pay period 13, November 20, 2010,~~ **PPEO Represented and Unclassified Non-management Employees. Effective pay period 8, September 22, 2012,** ~~PPEO general and professional units and unclassified (non-management)~~ employees shall not accrue more than **seven** ~~six~~ hundred **and fifty** (~~60~~ 750) hours of sick leave. ~~2.~~Employees who have a sick leave balance in excess of **seven** ~~six~~ hundred **and fifty** (~~60~~ 750) hours ~~on November 20, 2010~~ shall not have sick leave hours accrue until such time as that sick leave balance falls below **seven** ~~six~~ hundred **and fifty** (~~60~~ 750) hours.

* * *

Section 10: 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.

* * *

~~C. Employees absent on sick leave with pay ninety (90) days or longer shall not be permitted to return to duty without a physician's certificate attesting to the employee's ability to perform his or her normal duties.~~

~~D.~~**C.** Deputy Sheriff's Association Employees.

* * *

Section 11: That Section 3.04.390 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

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

~~A. 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 one year for non-DSA represented employees. For DSA represented employees the county will pay the group medical insurance for a period not to exceed a maximum of six months for employees on a medical leave of absence without pay.~~

~~B. The county will pay the group medical insurance premiums for any employee covered by the county's group medical insurance plan who is drawing benefits for industrial injury or illness and whose industrial injury or illness has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary and sick leave.~~

~~C. For those employees who are on a family care leave under Section 3.04.540, the county will pay its normal contribution for group health insurance, pursuant to the current MOU, 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 premium if any. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from leave the county will recover the premiums paid on the employee's behalf.~~

~~D. For those employees who are on a leave for a serious health condition, as defined in Section 3.04.540, the county will pay its normal contribution for group health insurance, pursuant to the current MOU, 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 premium if any. This does not include the county's share of dental, vision, life or accidental death insurance.~~

~~1. If the employee fails to return from leave the county will recover the premiums paid on the employee's behalf.~~

~~2. If the employee has exhausted all income from salary, accrued sick leave, vacation and compensatory time off prior to the twelve (12) workweeks, but after thirty (30) days of illness or injury, the county will pay the entire group medical premium. (Ord. 5572-B § 5, 2009; Ord. 5478-B (Attach. A), 2007; Ord. 5058-B (Attach. 14), 2000; prior code § 14.325)~~

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 (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. The employee will be responsible for their share of insurance premiums. 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. 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.

E. Management and Confidential Employees. Provisions related to county paid health insurance premiums as outlined in Sections 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 9 months.

Section 12: That Section 3.04.395 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.395 ~~Health~~ Insurance continuation- ~~Deputy sheriff's association~~DSA represented employees.

* * *

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 13: 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.

* * *

D. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of an ~~8/80~~**4/10 work week schedule**~~pay period program~~, 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 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** ~~General unit, professional unit~~,confidential employees. ~~and deputy sheriffs unit.~~

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

A.~~1. General and Professional Units~~ **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** ~~personal vacation, sick leave and CTO~~, or soon will have exhausted such leave, resulting in the employee being in a**n unpaid** ~~no-pay~~ status.

* * *

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.

2. 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, 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.

Section 15: That Section 3.04.470 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.470Vacation - ~~Full-time employees~~ 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.

~~General Unit, Professional, Management and Deputy Sheriffs Association.~~

* * *

C. * * *

~~1. General Unit and Professional Unit.~~

~~a. Effective 5:01 p.m., December 29, 2000, a fulltime employee with less than ten (10) continuous years of county service shall not have in his or her vacation account more than four hundred (400) 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 two hundred/two hundred sixty (200/260) hours.~~

~~b. A full-time employee with more than ten (10) continuous years of county service shall not have in his vacation account more than five hundred twenty (520) hours. Part-time employees shall not have a percentage greater than that which their work hours bear to a full-time position.~~

~~2. Deputy Sheriffs Unit.~~

1.~~a.~~ 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.~~b.~~ 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.

~~3. Management.~~

~~a. All employees designated as management or confidential by the board of supervisors shall not have in a vacation account more than five hundred twenty (520) vacation hours. The county executive officer, for good cause shown, may direct that a portion or all of the hours in excess of five hundred twenty (520) be converted to administrative leave.~~

~~b. The county executive officer may adjust the vacation accrual rate of management employees.~~

~~c. The appointing authority, upon approval of the county executive officer, may offer a beginning balance of vacation leave up to eighty (80) hours upon hire to an eligible candidate.~~

* * *

Section 16: That Section 3.04.475 of Chapter 3 of the Placer County Code is hereby added 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.

b. 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. 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.

2. Management and Confidential Employees. 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 D of this section may, with the approval of the board of supervisors:

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

b. At the discretion of his or her appointing authority as of the time specified in subsection D 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.

D. Management and Confidential Employees.

1. All employees designated as management or confidential by the board of supervisors shall not have in a vacation account more than five hundred twenty (520) vacation hours.

a. Management. The county executive officer, for good cause shown, may direct that a portion of the hours be converted to management leave.

2. The county executive officer may adjust the vacation accrual rate of management employees.

3. The appointing authority, upon approval of the county executive officer, may offer a beginning balance of vacation leave up to eighty (80) hours upon hire to an eligible candidate.

Section 17: That Section 3.04.480 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.480 Part-time employees – **DSA represented employees.**

* * *

Section 18: 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 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. ~~For PPEO represented employees, the department head or designee, shall approve, disapprove or modify a vacation request within ten (10) days of the receipt of the request. For DSA represented employees,~~ 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. * * *

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 County Executive Officer may approve unpaid leave for employees on a personal or education leave.

E.~~D.~~ **PPEO Represented and Unclassified Non-management Employees**~~General and Professional Unit~~ Vacation Cash Out. ~~Beginning in 2011, for the 2012 calendar year, a~~**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.~~:~~

~~Beginning with the 2012 calendar year, a~~**A**ny 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 19: 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**~~General Unit and Professional Unit~~, Management, Safety Management, Confidential, Unclassified ~~(~~Non-management~~)~~ and **DSA Represented Employees.** ~~Deputy Sheriff's Association.~~

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.

A. **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.

* * *

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.

* * *

Section 20: That Section 3.04.520 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.520 Management, ~~/~~district attorney and child support attorney leave.

* * *

I. Deputy District Attorney/Child Support Attorney Leave. Employees designated as deputy district attorneys or child support attorneys shall receive ~~a total of~~ seventy-two (72) hours of district attorney/child support leave at the beginning of each calendar year coinciding with the applicable IRS tax year based upon the pay check dates.

* * *

Section 21: 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. PPEO General and Professional Units, Safety Management, Management, Confidential and Unclassified Non-management Employees—Extended Leaves. The personnel director, upon the consent of the appointing authority and with the civil service commission's knowledge, may grant a leave of absence without pay, for a period of not~~

~~less than thirty (30) days and not longer than one year for illness, disability, or personal reasons, except as described in Section 3.04.550, Educational leaves of absence. The maximum extent to which the initial approval of a leave of absence will be granted is six months. The director may grant an extension not to exceed an additional six months. 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.~~

~~1. An on-the-job injury shall be approved automatically, subject to determination of the personnel director that it is in fact an on-the-job injury. Such leave will terminate upon certification from the county doctor stating that the employee is released for full duty or one year has elapsed, or it is determined that the employee is permanently disabled, whichever occurs first. 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, there must be a favorable prognosis for recovery and a predicted date of return to work.~~

~~2. Pregnancy Disability Leave. 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 A of this section or Section 3.04.540, family care and medical leave.~~

A~~B~~. ~~Deputy Sheriff's Association~~—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. ~~Deputy Sheriff's Association—~~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 State of California. Such premiums will be deducted from employees' paycheck(s) and transmitted to the state by the 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 22: 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 care and medical leave~~ 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.~~This policy describes the circumstances and conditions under which an employee may take family care and medical leave. It is meant to be read in conjunction with Government Code Section 12945.2 as well as 29 CFR Part 825 and state and federal regulations adopted to implement it. This policy is separate and distinct from any other leave policies or procedures.~~

A. Eligibility.

1. DSA Represented Employees. ~~All county~~ ~~f~~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. 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. 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 ~~family care~~ **FMLA/CFRA** leave may be taken for the following reasons:

1. DSA Represented Employees.

a.~~1~~. 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.~~2~~. 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.~~3~~. 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.

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.

iv. 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.

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

vi. 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.

vii. 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.~~1.~~ 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.~~a.~~ "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.~~b.~~ 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.~~2.~~ 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.~~3.~~ 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~~4.~~ 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.~~5.~~ 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.~~ 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.~~b.~~ Additional leave may be granted according to the provisions of Section 3.04.530(A), Extended Leaves.

f.~~6.~~ 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.~~7.~~ 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.

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.

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. * * *

Section 23: That Section 3.04.550 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.550 Educational leaves of absence.

A. ~~Deputy Sheriff's Association.~~ A leave of absence for up to six months may be granted to attend a private or public college or university for the purpose of improving job skill and knowledge, and performance technique which will benefit the department in which the applicant is employed. An employee granted such leave will be required to utilize all leave balances (excluding sick leave) for the duration of the leave. 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. Such leave shall be granted in accordance with, and upon the terms and conditions outlined in Section 3.04.530(A).

* * *

Section 24: 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 25: 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.~~A.~~ Accrued sick leave and vacation 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 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. Accrued leave 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 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 26: 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** ~~Deputy Sheriff's Association~~—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.

D. 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 27: 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.

* * *

E. ~~PPEO and DSA Represented Employees.~~ 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 28: That Section 3.04.810 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.810 Floating holiday.

A. **Floating Holiday Hours.**

1. DSA Represented Employees. During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Hours shall be

prorated for part-time employees using the formula identified in the definition of holiday pay (Section 3.08.170). Employees unable to complete six months (one thousand forty (1,040) straight time hours) prior to December 31st shall not be eligible for any floating holiday that year. It will be management's policy to make every effort to allow employees to take the time off at their choosing.

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

~~C. PPEO Represented, Non-FLSA Exempt Management and Confidential Employees. Employees wishing to use a floating holiday must make a request to do so to their supervisor at least forty-eight (48) hours in advance. Floating holidays must be taken in half-day (four-hour) or full-day increments (or proration for part-time employees) or a minimum of one-half day increments for non-FLSA management and confidential employees. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1st of each year, only two floating holidays (sixteen (16) hours maximum) will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. An employee may use a floating holiday as the employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck. Employees are responsible for using their two floating holidays before the end of each calendar year. (Ord. 5531-B, 2008)~~

2. PPEO Represented, Management, Confidential and Unclassified Non-management Employees. Full-time employees will be credited with eight hours floating holiday at the start of the calendar year in the first pay cycle. The maximum number of floating holiday hours allowable in an employee's account is sixteen (16). Part-time employees' floating holiday hours shall be prorated on the basis of his/her standard/scheduled hours to a 40-hour week. Rounding will occur to one decimal place.

a. New employees who are not able to complete six months (1,040 regular pay equivalent/straight time hours) prior to December 31st , shall not be eligible for any floating holiday in the year he/she is hired.

b. Floating holidays must be taken in full day or half-day (four-hours or proration for part-time employees) increments. While on a leave of absence, floating holiday time can be taken in smaller increments, as needed, for integrating paid leave with State Disability Insurance (SDI), Paid Family Leave (PFL), Worker's Compensation benefits or Salary Protection.

c. Any request to use floating holiday hours must be made at least forty-eight (48) hours in advance. Management will make every effort to allow employees to take the time off at their choosing.

d. Employees are responsible for using their floating holiday before the end of each calendar year. Floating holidays are not vested and must be used within the designated time period or they are lost.

e. Employees may not elect pay in lieu of taking a floating holiday.

f. An employee may use a floating holiday as the employee's last day of employment.

g. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck.

h. Employees will be required to use floating holiday hours, based upon the employee's regular work schedule, prior to going into an unpaid status.

Section 29: 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.

* * *

C. If an employee works on a holiday on what would have been an employees 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.

Section 30: 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.

A. DSA ~~Unit~~ **Represented Employees.**

* * *

B. PPEO **Represented Employees.**~~General and Professional Unit~~.

* * *

5. 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, unpaid hours will be authorized for only the amount of time required for integration purposes.

6. 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.

7. 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 31: 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.

* * *

B. DSA Represented employees.

1. Step 1. * * *

4. Step 4. ~~If a mutually satisfactory solution has not been reached, within three working days of issuance of the department head's written response, the State Department of Mediation and Conciliation Services shall be requested to attempt to mediate the grievance.~~**If a mutually satisfactory resolution has not been reached, either party, may, within five working 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 days to complete the mediation step. Either party may refuse to participate in the mediation, without prejudice.**

_____~~B~~**5.** If the grievance is not settled at the department level, the employee may submit a formal complaint I accordance with these rules.

C. PPEO Represented, Classified Management and Confidential Employees.

1. Step 1. 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 or her representative, if any, and reply in writing to the employee within five calendar days.

2. 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.

3. 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.

4. Step 4. If a mutually satisfactory solution has not been reached, within five calendar days of issuance of the department head's written response, the State Department of Mediation and Conciliation Services shall be requested to attempt to mediate the grievance.

5. If the grievance is not settled through the prior steps, the employee or his/her representative may submit a formal complaint in accordance with these rules.

Section 32: That section 3.08.300 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.300 Grievance - Initiation of proceedings.

* * *

3.

a. DSA Represented Employees. The section or sections * * *

b. PPEO Represented, Classified Management and Confidential Employees. The section or sections of the civil service ordinance, the civil service rules, applicable memorandum of understanding and/or side letter agreement which have allegedly been violated.

* * *

Section 33: 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.

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:

* * *

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:

* * *

C. 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:

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, 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.

D. 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:

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.

Section 34: 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.

* * *

C. Private Hearings.

1. DSA Represented Employees. * * *

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.

* * *

2. Relevancy.

a. DSA Represented Employees. * * *

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.

* * *

G. Records.

1. DSA Represented Employees. * * *

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. * * *

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 35: 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.

* * *

B. Limitation of Action.

1. DSA Represented Employees. * * *

2. 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.

Section 36: That section 3.08.510 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.510 Work-out-of-class pay.

* * *

B. Individual employees ~~maybe~~ **may be** certified by the personnel department as being eligible for work-out-of-class pay when so assigned by the appointing authority or design**ee**~~ate~~ of that appointing authority.

C. Procedure.

* * *

2. The personnel department shall verify that employees in certain positions are eligible to receive out-**of-class** pay.

3. * * *

b. When **workloads** ~~work-loads~~ necessitate the assignment of employees to supplement a specific position or perform new assignments.

* * *

Section 37: That section 3.08.810 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.810 Removal from eligible list.

* * *

E. After certification three times to the same department without appointment, provided such eligible is interviewed as a result **of** each certification.

* * *

I. Whenever an eligible is removed, he/**she** shall be so notified in writing and informed of his/**her** right to appeal. This stipulation shall not apply to eligibles removed in accordance with subsections D and F of this section.

Section 38: That section 3.08.1020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

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

~~When, in the judgment of the appointing authority, an employee's health or physical 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 I require the employee to undergo a medical evaluation. Such evaluation shall be by a member of a panel of physicians selected by the county.~~

~~The examining physician shall state whether, in his or her opinion, the employee is able to properly perform the duties of the position, and whether the employee's condition can be cured within a reasonable period of time, as specified by the appointing authority.~~

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 39: That section 3.08.1030 of Chapter 3 of the Placer County Code is hereby deleted as follows:

~~**3.08.1030** Action by the appointing authority.~~

~~A. If the condition can be cured within the time specified by the appointing authority, the employee shall be offered a leave of absence for said period.~~

~~B. If the condition cannot be cured within said period, or if the employee refuses the leave of absence, the appointing authority shall:~~

~~1. Discharge the employee for cause; or~~

~~2. Retire the employee for disability in accordance with the Public Employees Retirement System Law.~~

Section 40: That section 3.08.1035 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1035 Disability review process—Action by the appointing authority~~—Deputy sheriff's association~~.

* * *

Section 41: 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.

A. * * *

1. * * *

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

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

* * *

4.~~3~~. Sheriff's **Department** ~~Office~~.

Initial Hiring Classification

Deputy Sheriff I	18 months
Correctional Officer I	**12 months**
Public Safety Dispatcher I	**12 months**

* * *

5.~~4.~~ District Attorney's Office.

* * *

~~5. PPEO Represented Classifications. All appointments other than an initial hire will serve a six month probationary period unless specified separately under these length of probation provisions.~~

B. 1. PPEO Represented Classifications—Extension of Probation. If during the probationary period there have been changes in an employee's status, i.e., a transfer from one class to another, a transfer from one department to another, change in work location, major change in assignment, the installation of, new processes, technology, or other circumstances that warrant an extension of probation; or if the appointing authority has failed to complete interim performance appraisals and has been directed to request

such an extension **of the probationary period** under Section 3.08.1060(B), the appointing authority may, with the consent of the personnel director, extend an employee's probationary period for up to ninety (90) days (five hundred twenty (520) hours) and with the consent of the civil service commission up to six months (one thousand forty (1,040) hours). Prior to expiration of the probationary period the appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The personnel director may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.

* * *

C. **Re-employment List Appointment Probationary Period.**

* * *

Section 42: 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.

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**.

* * *

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** ~~represented~~ 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 anniversary date with a recommendation for merit salary increase.~~

D. Step 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.

* * *

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

3.08.1070 ~~Rejection~~ **Release** during probationary period.

A. **Release Other Than Initial Probationary Period.** At any time during the probationary period, an employee may be **released** ~~rejected~~ by the appointing authority, and the probationer shall be without the right of review of any kind. Notification of **release** ~~rejection~~ 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.

* * *

~~C. General and Professional Units, and Management. The appointing authority shall have the right to suspend the work performance requirement during the last ten (10) working days after notice of rejection, and direct the employee not to appear for work, where the county executive determines that it would serve the best interest of the county. Such action shall not affect the right of the employee to receive the salary of the position during said ten (10) working days.~~

C. 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.

* * *

Section 44: That section 3.08.1080 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1080 Status following ~~rejection~~ **release from probation.**

A. An employee **released** ~~rejected~~ during the probationary period under Section 3.08.1070(A) shall be reinstated to the position or status previously held, at the same pay step and with the same anniversary date held prior to such new probationary period.

1. An employee **released** ~~rejection~~ during probation as a deputy sheriff I, who was appointed to this class from deputy sheriff trainee, shall not be reinstated to the trainee class. The employee shall be reinstated to the position or status held prior to appointment to deputy sheriff trainee.

* * *

Section 45: That section 3.08.1160 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1160 Discipline - Definitions.

* * *

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

* * *

Section 46: 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.~~D.~~ Incompetence or inefficiency;

F.~~E.~~ Insubordination;

G.~~F.~~

1.PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~The use of intoxicating liquor or beverages or intoxication while on duty.~~ The use of **alcohol,** drugs or narcotics, medications **or any substance** that ~~affects~~**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.~~G.~~ Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements;

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

J.~~I.~~

1. PPEO Represented, Management, Confidential and Unclassified Non-management Employees.~~Willful v~~**Violation** of civil service laws**, county policies** and**/or** procedure**s**;

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

K.~~J.~~ Fraud in securing appointment;

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

M.~~L.~~ Discourteous treatment of the public or other employees;

N.~~M.~~ Improper political activity;

O.~~N.~~ **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.

Section 47: 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.

* * *

D. DSA ~~and PPEO~~ Represented Employees~~, Classified Management and Confidential~~. No interim suspension under subsection A ~~or B~~ of this section shall be valid unless first approved by the ~~CEO~~**county executive officer**.

Section 48: 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.

~~A. General Unit, Professional Unit, Classified Management and Confidential.~~

~~1. Discipline shall become effective 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.~~

~~2. In the event the order initiating discipline involves discharge from employment or termination and where progressive discipline has been followed or the allegations are of theft, violence, willful destruction of county property, protected-class harassment, retaliation, or immoral conduct that brings grave disrepute upon the county, the appointing authority may opt for immediate termination and 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 director pursuant to Section 3.08.1240. An employee terminated under this subsection retains all other procedural rights under this part.~~

~~B. Deputy Sheriff's Association.~~

~~1. Discipline not involving termination shall become effective when either the employee has not filed a request for 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).~~

~~2. In the event the order initiating discipline involves discharge from employment or termination, 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 director pursuant to Section 3.08.1240.~~

A. Discipline less than termination shall become effective 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 discipline 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 director pursuant to Section 3.08.1240.

Section 49: 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.

ADMIN CODE	CLASSIFICATION TITLE
15585	Architectural Assistant I *a
14210	Architectural Assistant II *a
14207	**Assistant Surveyor *c**
13545	Capital Improvements Manager *a
4445	Clinical Psychologist *b
14202	Engineer – Assistant *c
14205	Engineer – Associate *c
11404	Parks and Grounds Worker Senior *d
13522	Property Manager *a
13875	Public Works Manager *c
13877	Public Works Manager – Engineer *c

*a All employees in this class shall be paid at the corresponding step of the next higher salary grade upon presentation of the Certificate of Registration as a Licensed Architect issued by the California State of Architectural Examiners.

*b 10% pay differential if the position is required to maintain active hospital privileges and agrees to provide standby coverage at the request of the Administrator of Health and Medical Services.

*c ~~Employees in the class of Associate or Assistant Engineer shall be paid at the corresponding step of the next higher salary grade upon presentation of the Certificate of Registration as a Civil Engineer issued by the California State registration for Civil and Professional Engineers.~~ **The County will pay an additional five (5) percent of the base hourly rate, plus longevity if applicable, to employees in the classes of Assistant Engineer, Associate Engineer and Assistant Surveyor, upon presentation of a Certificate of Registration as a Civil Engineer or Land Surveyor issued by the California State Board of Registration for Professional Engineers.**

*d Salary to be added to those positions assigned as residents.

* * *

3. Uniform Allowance—PPEO **Represented** Employees. ~~Any~~ ~~u~~**Uniform** allowances ~~as set forth herein,~~ shall be processed as a non-reimbursable, taxable, bi-weekly pay in accordance with procedures established by the auditor controller's office.

a. $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

b. $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 ~~The following class series shall receive~~ one thousand sixty-five dollars ($1,065.00) per year:

Animal Control Officer

Community Service Officer

Correctional Officer

Evidence Technician

4. ACCESS Unit Pay. ~~The parties agree that, effective 5:01 p.m., pay period 15, December 29, 2000, d~~**D**esignated employees shall be paid five percent if they have been assigned to field activities of the ACCESS Unit.

* * *

6. **Cell Extraction Response Team (CERT) Pay** ~~-Special Team Pay~~ PPEO Correctional Officers. The county will pay one hundred twenty-five dollars ($125.00) per month special team pay for those correctional officers assigned by the sheriff to participate on the CERT Team.

* * *

10. Supplemental Compensation~~—Snow Removal Pay~~**Declared Snow Shift Assignments**.

* * *

11. Bi-Lingual Pay.

a. **PPEO Represented,** ~~General, Professional and~~ Management**, Confidential and Unclassified Non-management Employees**. ~~Effective 5:01 p.m. pay period 15, December 29, 2000, upon~~ **When** request**ed by a** ~~of the~~ department head, and approv~~al~~**ed** by the personnel director, designated employees shall be paid an

additional five percent for the use of a second language in the normal course and scope of work.

* * *

12. ~~Certification Differential. The parties agree that, effective 5:01 p.m., pay period 15, December 29, 2000, employees who acquire a CPU universal certification and are assigned duties consistent with that certification in the facilities services department shall receive five percent upon proof of the attained certificate.~~**Universal Technician Pay. Upon request of the department head, and approval by the personnel director, the county will pay an additional five percent of base hourly rate, plus longevity if applicable, to employees who have been certified as a universal technician as required by 40 CFR part 82, subpart F, and who are assigned duties in the department of facility services that are consistent with that certification.**

13. Tool Reimbursement. The following classifications shall receive a seven hundred fifty dollar ($750.00) per year tool replacement allowance to be reimbursed quarterly in accordance with procedures established by the auditor controller's office. No more than one claim may be submitted for reimbursement in any calendar quarter. **Classifications eligible for this personal reimbursement shall include:**

11604 Automotive Mechanic
11605 Master Automotive Mechanic
11611 Equipment Mechanic
11613 Master Equipment Mechanic
11601 Equipment Service Worker **I4**
11602 Equipment Service Worker II
13301 Supv. Automotive Mechanic
13302 Supv. Equipment Mechanic

* * *

15. **Field or Jail Training Officer.**

a. The county shall pay a differential of five percent of base salary to each employee in the classification of deputy sheriff II who is assigned by the sheriff to work as a field training officer or as a jail training officer; provided that not more than twelve (12) employees shall receive the said five percent pay differential at any one time. ~~Additionally, a differential of five percent of base salary to each employee in the classification of correctional officer II who is assigned by the sheriff to work as a jail training officer.~~

b. The county shall pay a differential of five percent of base salary to each employee in the classification of correctional officer II who is assigned by the sheriff to work as a jail training officer.

c. It shall be understood * * *

16. **Public Safety Dispatcher Training Pay.** The county shall pay a differential of five percent of base salary to each employee in the classification of public safety dispatcher II who is assigned by the sheriff to work as a dispatch trainer. It shall be understood that the above described salary differential shall be paid to an employee only during the time he or she is assigned dispatcher trainer responsibilities. Payment of said differential to that employee shall cease at such time as the sheriff shall terminate the dispatcher trainer responsibilities or reassign same to another employee.

* * *

21. **Jail Incentive Pay.**

a. The county will pay an assignment differential of five percent of base salary to each employee in qualifying jobs, assigned to report to and work within the jail facility on a regular full or part-time basis. The qualifying jobs are:

Account Clerk—Entry/Journey/Senior

Accounting Technician

Administrative Clerk—Entry/Journey/Senior

Administrative Legal Clerk—Entry/Journey/Senior

Administrative Secretary

Building Craft Mechanic/Senior Building Craft Mechanic

Client Services Counselor—I/II/Senior

Client Services Practitioner—I/II/Senior

Custodian—I/II

b. Senior Administrative Legal Clerks assigned to work as shift supervisors will receive an additional five percent of base salary.

22. **LCSW/MFT/MFCC Pay:** The county shall pay a**n additional** ~~differential of~~ five percent of base **hourly rate, plus longevity if applicable,** ~~salary~~ to each employee in the classifications of client services practitioner ~~I and II,~~**I/II/**senior ~~client services practitioner~~ 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).

23. Work Boot/Safety Shoe Allowance.

a. 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:

Assistant Road Superintendent

Automotive Mechanic/**Master** Automotive Mechanic~~—Master~~/**Supervising Mechanic**

Building Crafts Mechanic/~~Building Crafts Mechanic~~ —Senior/**Supervising**

~~Building Crafts Mechanic—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

Equipment Mechanic/**Master** Equipment Mechanic~~—Master~~

Equipment Mechanic/Welder

Equipment Operator/Equipment Operator—Senior

Equipment Services Worker I/II

Fleet Services Technician

Information Technology Analyst I/II (~~those a~~**Assigned** to Telecommunications)

Maintenance Worker

Mechanic—Supervising

Park and Grounds Worker/~~Parks and Grounds Worker—~~Senior/**Supervising**

~~Parks and Grounds Worker—Supervising~~

Road District Supervisor/Road District Supervisor—Senior

Surveyor Assistant/Associate/Senior

Telecommunications Technician I/II

Traffic Sign Maintenance Worker/~~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/~~Utility Service Worker—~~Senior/**Supervising**

~~Utility Service Worker—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. 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 and fifty dollars ($150.00) per calendar year.

24. ~~General and Professional Unit—~~Inmate Oversight Pay~~—~~**PPEO Represented Employees**. ~~Individual employees in the general or professional units who are not allocated to the sheriff's office (including the jail) or the probation department (with the exception of individuals allocated to the building crafts mechanics series of the equipment services worker series or subsequent series) may be eligible for inmate oversight pay when so assigned by the appointing authority or designate of that appointing authority.~~

~~Under this provision, employees will be eligible for additional compensation of five percent if it is determined by the appointing authority that their regular work assignment requires the coordination, oversight, supervision and/or management of inmate workers for a minimum of fifty (50) percent of their assigned work hours on a regular basis.~~

Employees are eligible for additional compensation of five percent of base pay for inmate oversight in the following situations:

a. They are so assigned by the appointing authority;

b. The appointing authority determines that their regular work assignment requires the coordination, oversight, supervision and/or management of inmate workers for a minimum of 50% of their assigned work hours on a regular basis;

c. Where such oversight is not an incumbent part of their working conditions (such as in the probation department and/or sheriff's office or jail except for building crafts mechanic or equipment services worker series);

d. Where the quality and quantity of the work performed can be enhanced with the dedication of inmate work crews;

e. Inmate Oversight Pay will only be applied to those hours actually worked in performance of the duties described herein; and

f. Departments utilizing inmate work force shall be limited as to the number of positions authorized to receive Inmate Oversight Pay as determined by the county executive's office. Consideration by the department heads shall be given to:

i. Staff which regular 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.

* * *

27. **Wastewater Treatment Plant Operator Pay:** The county will pay a differential of five percent of base **hourly rate, plus longevity if applicable,** ~~salary~~ to each employee in the classification series of wastewater treatment plant operator who achieves a wastewater treatment certificate at a grade level higher than their classification specification requires as a minimum qualification ~~and a five hundred dollar~~

~~($500.00) bonus as a one-time compensation for acquiring a water distribution operator's certificate (D-1 grade).~~**Employees who promote from one level to the next will have their certification pay taken into consideration for placement within the salary grade and will be eligible to receive the certification salary differential each time that they exceed the minimum certification requirements of their classification specification. Employees who acquire a water distribution operators' certificate shall be given a one-time payment of five hundred dollars ($500). This one-time payment will be made for acquiring either a D-1 or a D-2 grade certificate.**

28. **Building Inspector Certificate Pay:** Certificates that are attained by employees in the classifications of building inspector I/II, senior and supervising, beyond those presented to meet the minimum qualification as stated in the class specifications shall be compensated at the rate of fifty dollars ($50.00) per certificate per month up to a maximum of two hundred dollars ($200.00) per month for each of the certificates listed: plans examiner, plumbing, mechanical, electrical (commercial or residential). The county will reimburse a qualifying employee for all initial exams and renewal fees associated with the above certificates for up to three exams per year. ~~The county will provide reimbursement for any exam fees associated with an exam for which the employee achieves a passing score.~~

29. **Undercover Pay:** An employee within the following classifications designated by the sheriff and the chief probation officer to work an undercover assignment shall receive five percent additional compensation:

Deputy Probation Officer I & II

Senior and Supervising Deputy Probation Officer.

Section 50: That section 3.12.060 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.060 Longevity pay.

A. **PPEO Represented,** ~~General Unit, Professional Unit and~~ Management, **Confidential and Unclassified Non-management Employees**. ~~Effective December 23, 1994, and continuing thereafter, all~~ **Each** permanent employees ~~meeting the following criteria shall receive a one-time five percent increase in their then current salary, which shall be referred to as a "longevity step." Each permanent employee~~ who has been at step 5 of **his or her** ~~their~~ salary grade **in the same classification** for **ten thousand and four hundred (10,400) paid hours (**five ~~or more~~ years **full time paid service) with Placer County** shall receive a **one-time** five percent increase in **his or**

her ~~their then~~ current **base hourly rate**~~salary~~. The **10,400 hour** ~~five-year~~ period shall be calculated ~~based upon each such~~ **from the date the** employee's **begins** ~~anniversary date of continuous~~ service at step 5 **in that class**. ~~Once such a longevity step increase has been provided to an employee within one classification, that employee shall have no further right to a longevity step increase, regardless of subsequent and continuous years of service at step 5 of his or her salary grade within that same classification.~~

1. Any form of overtime hours, extra-help hours and time off without pay regardless of the reason, will not be included for purposes of determining eligibility for longevity pay.

2. Eligible employees can only receive one longevity pay increase. Once a longevity increase has been provided to an employee it will remain with the employee regardless of any future position or classification changes.

3. Employees who separate from county service, but who reinstate at a future date, will follow the reinstatement provisions found in section 3.08.1150 for eligibility for longevity pay.

4. Probation Officer Series employees who have received the ten (10) year and/or twenty (20) year longevity pay under the DSA MOU and Placer County Code section 3.12.060(B) as of April 1, 2008, will continue to receive said pay in a grandfathered status. Probation officer series employees will follow the PPEO professional unit longevity provision if they had not received longevity pay as of April 1, 2008.

5. Effective January 13, 2001, and continuing thereafter, elected department heads shall be eligible at the beginning of the first full pay period of the seventh year in office to receive a one-time five percent increase in their then current salary, which shall be referred to as a "longevity step."

* * *

Section 51: 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~~—Management and confidential employees.~~

A. Management and Confidential Employees.

1.~~A.~~ Each management and confidential employee will receive annually, for allocation within the cafeteria plan, an amount equal to the costs of the discontinued

supplemental compensation and retiree life insurance programs. Plan components will be set by the IRS Cafeteria Plan Adoption Resolution.

2.~~B.~~ The above referenced options may only be changed during open enrollment for the following calendar year.

3.~~C.~~ Employees terminating from county employment, or who are removed from the management or confidential team designation, will receive a prorated amount based upon the number of pay periods completed during that calendar year.

B. PPEO Represented Employees.

1. The parties agree to maintain the IRS 125 program to provide health care and dependent care tax benefits consistent with IRS rules.

2. Effective pay period 14, December 15, 2012, miscellaneous retirement plan employees will receive an employer paid annual cafeteria contribution equal to 6% of their base hourly rate plus longevity, if applicable, per person.

3. Effective pay period 14, December 15, 2012, safety retirement plan employees will receive an employer paid annual cafeteria contribution equal to 5% of their base hourly rate plus longevity, if applicable, per person.

4. Both miscellaneous and safety retirement plan employees may receive the cafeteria contribution as cash, a 401(k) contribution and/or offset the cost of dependent care up to IRS annual limits.

5. For employees who work less than full-time, this benefit will be prorated. Since this is designed to be a PERS salary exchange and not a health benefit enhancement, this prorate will be a straight adjustment based on salary and a percentage of scheduled FTE for the calendar year.

Section 52: That section 3.12.110 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.110 County payment—Employee share of CalPERS **retirement contribution.**

A. PPEO **Represented** ~~General and Professional Units~~—CalPERS Miscellaneous Employees. Effective pay period 16, January 1, 2011, for those employees in the CalPERS miscellaneous retirement plan, the county will pick up six percent of the employee's eight percent contribution of the CalPERS cost and the employee will pay two percent of the eight percent total required CalPERS employee contribution.

Effective pay period 14, December 15, 2012, employees in the CalPERS miscellaneous retirement plan will pay 100% of their required CalPERS employee contribution.

B. PPEO **Represented** ~~General and Professional Units—~~CalPERS Safety Employees .

Effective pay period 16, January 1, 2011 for those employees in the CalPERS safety retirement plan, the county will pick up five percent total of the employee's nine percent contribution of the CalPERS cost. The employee will pay four percent of the employee contribution of the CalPERS cost.

Effective pay period 14, December 15, 2012, employees in the CalPERS safety retirement plan will pay 100% of their CalPERS employee contribution.

* * *

E. Safety Management~~—CalPERS Safety Management~~ Employees. For those employees in the safety retirement plan and designated as safety management employees effective pay period 18, beginning 5:01 p.m., February 11, 2000, the county will pay an additional two and three-quarters percent to increase the amount paid by the county of the employee's required contribution from six and one-quarter percent to a total of nine percent.

New employees hired on or after pay period 21, March 12, 2011, pay the full nine percent of their employee CalPERS contribution.

F. Management and Confidential **Employees**. Effective pay period 3, beginning at 5:01 p.m., July 9, 2004, for those employees in the CalPERS miscellaneous retirement plan the county will pick up seven percent of the employee's contribution of the CalPERS cost and the employee will pay one percent of the eight percent total required CalPERS employee contribution.

New employees hired on or after pay period 21, March 12, 2011, pay 100% of their CalPERS employee contribution.

G. Unclassified Non-management Employees. Effective pay period 16, January 1, 2011, for those employees in the CalPERS miscellaneous retirement plan, the county will pick up six percent of the employee's eight percent contribution of the CalPERS cost and the employee will pay two percent of the eight percent total required CalPERS employee contribution.

New employees in the CalPERS miscellaneous retirement plan, hired on or after pay period 21, March 12, 2011, will pay 100% of their CalPERS employee contribution.

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

In the matter of: AN ORDINANCE AMENDING

Ordinance No:_____

An Un-codifed Ordinance Related to the Compensation and Benefits for The Placer Public Employee Organization General and Professional Units Employees

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.

_____
Jennifer Montgomery
Chairwoman, 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:

That this uncodified Ordinance modifies provisions relating to salaries, compensation and benefits of the Placer Public Employee Organization General and Professional Unit employees, as set out below and is effective on passage. This ordinance shall not be codified.

1. **Cost of Living Adjustment**

Beginning with the pay period starting on December 15, 2013, Placer Public Employee Organization represented employees shall receive a cost of living adjustment of two percent (2%) to their base hourly rate.

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

In the matter of: Resol. No: _____

Adopting a CalPERS Resolution to change the Employer Paid Member Contributions for the Placer Public Employees Organization General and Professional Units, CalPERS Miscellaneous Employees, and all extra help miscellaneous classifications, effective December 15, 2012.

The following Resolution was duly passed by the Board of Supervisors of the County

of Placer at a regular meeting held on August 21, 2012 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

_____
Chair, Board of Supervisors

Attest:
Clerk of said Board

_____

WHEREAS, the governing body of Placer County has the authority to implement and has implemented Government Code Section 20691;

WHEREAS, the governing body wishes to revoke implementation of Government Code Section 20691;

WHEREAS, the governing body of Placer County has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employee;

WHEREAS, one of the steps in the procedures to revoke implementation of Section 20691 is the adoption by the governing body of Placer County of a Resolution to discontinue said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of Placer County has identified the following conditions for the purpose of its election to not pay EPMC:

- This revocation shall apply to all employees of the Placer County Public Employees Organization, General and Professional Unit employees and all extra help temporary classifications covered by the CalPERS Miscellaneous Retirement Plan.
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- This Resolution replaces Resolution # 2010-248 dated September 7, 2010.
- The effective date of this Resolution shall be December 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the governing body of Placer County elects to discontinue paying EPMC on behalf of Placer County Public Employees, as set forth above.

Adopted at a regular meeting of the Placer County Board of Supervisors at Auburn, California this 21st day of August 2012.

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

In the matter of: Resol. No: _____

Adopting a CalPERS Resolution to change the Employer Paid Member Contributions for the Placer Public Employees Organization General and Professional Units, CalPERS Safety Employees and all extra help safety classifications, effective December 15, 2012

The following Resolution was duly passed by the Board of Supervisors of the County

of Placer at a regular meeting held on August 21, 2012 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

_____
Chair, Board of Supervisors

Attest:
Clerk of said Board

_____

WHEREAS, the governing body of Placer County has the authority to implement and has implemented Government Code Section 20691;

WHEREAS, the governing body wishes to revoke implementation of Government Code Section 20691;

WHEREAS, the governing body of Placer County has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employee;

WHEREAS, one of the steps in the procedures to revoke implementation of Section 20691 is the adoption by the governing body of Placer County of a Resolution to discontinue said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of Placer County has identified the following conditions for the purpose of its election to not pay EPMC:

- This revocation shall apply to all employees of the Placer County Public Employees Organization, General and Professional Unit employees and all extra help temporary classifications covered by the CalPERS Safety Retirement Plan.
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- This Resolution replaces Resolutions # 2010-246 and # 2010-247 dated September 7, 2010
- The effective date of this Resolution shall be December 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the governing body of Placer County elects to discontinue paying EPMC on behalf of Placer County Employees, as set forth above.

Adopted at a regular meeting of the Placer County Board of Supervisors at Auburn, California this 21st day of August 2012.