



**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
DATE: September 11, 2012
SUBJECT: Placer County Code, Chapter 3 Updates

ACTION REQUESTED

It is recommended that your Board take the following actions:

1. Adopt an ordinance adjusting the compensation and employment terms for Placer Public Employee Organization represented and Management, Confidential, and Unclassified Non-management employees.
2. Adopt an un-codified ordinance adjusting salaries for Placer Public Employee Organization represented employees.

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. On August 21, 2012 your Board adopted a Memorandum of Understanding between the County and PPEO that placed these employees under contract through December 31, 2013.

Memorandum of Understanding

The negotiating teams worked diligently to compile one agreement and updated 40+ years of labor contract terms with current business practices and laws. Key provisions include:

- **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.
- **Wage Increase.** At the end of the contract term (December 14, 2013), employees will receive a two (2%) percent general wage increase.
- **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).
- **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.
- 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. The elimination of the CalPERS Employer Paid Member Contributions will apply to extra help staffs that are CalPERS members, when applicable.

FISCAL IMPACT

Cost impacts for this labor agreement have been held to a minimum, with the effects of some items deferred into future fiscal cycles when staffs anticipate that the County's revenue will improve. In addition, salary and benefit increases have been spread over several budget cycles so that the full cost of the package will not be realized until FY 2014-15. The exchange CalPERS pension contributions with a 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 take the benefit in cash. The full year cost of the cafeteria plan benefit will occur in 2013-14 estimated at \$474,200. The wage increase takes effect at the end of the contract term and will result in a half year cost of \$1.27 million in FY 2013-14 (including roll up costs) for the 1,700 employees covered by this agreement. The total annual cost for the package will be realized in FY 2014-15 for \$3.17 million assuming that 100% of the cafeteria plan benefit is cashed out by employees.

Attachments

1. 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.
2. Un-codified Ordinances implementing a salary adjustment for PPEO General and Professional Unit represented employees.

**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: 8-21-2012

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.~~

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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.

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

* * *

Section 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.

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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.~~

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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.

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~~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.~~

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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 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.

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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.

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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 8/804/10 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 an **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.

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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:

3.04.470 Vacation - 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.~~

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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.~~

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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.

<u>Hours of Service</u>	<u>Earned per Hour*</u>
<u>0 - 4,160 hours</u>	<u>.0385</u>

<u>4,161 - 8,320 hours</u>	<u>.0461</u>
<u>8,321 - 18,720 hours</u>	<u>.0577</u>
<u>18,721 - 39,520 hours</u>	<u>.0769</u>
<u>39,521 hours or more</u>	<u>.0962</u>

Note:

*** Per year equivalents are:**

<u>.0385 = 10 days</u>
<u>.0461 = 12 days</u>
<u>.0577 = 15 days</u>
<u>.0769 = 20 days</u>
<u>.0962 = 25 days</u>

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.

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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

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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~~**Any** employee may request once per calendar year to cash out up to one-half of his or her annual vacation accrual in the following year at his or her base hourly rate which shall be defined as the hourly rate on the salary schedule plus confidential pay, additional pays that are percentage based, and/or longevity pay if applicable. * * *

Section 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~~

Ordinance. _____

~~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.~~

~~AB. 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~~ 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.4. 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.

d4. 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. 9/8/0, 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.**

B5. If the grievance is not settled at the department level, the employee may submit a formal complaint in 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 designee 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 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:

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

* * *

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
<u>Correctional Officer I</u>	<u>12 months</u>
<u>Public Safety Dispatcher I</u>	<u>12 months</u>

* * *

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;

L.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~~ **Violation** of civil service laws, **county policies and/or** procedures;

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
<u>14207</u>	<u>Assistant Surveyor *c</u>
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 **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:

Ordinance. _____

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~~ Designated 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 requested by a** of the department head, and approved **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 **14**
- 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 an **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

Ordinance. _____

- 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 rates** 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-codified Ordinance Related to the Compensation and Benefits for The Placer Public Employee Organization General and Professional Units Employees

First Reading: 8-21-2012

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.

