



MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Thomas M. Miller, County Executive Officer
Nancy Nittler, Personnel Director
DATE: November 7, 2006
SUBJECT: Memorandums of Understanding with Placer Public Employee Organization (PPEO) and Adoption of Implementing Ordinances Adjusting Salaries and Benefits for PPEO Represented, Management and Confidential Employees and Elected Department Heads

ACTION REQUESTED

It is recommended that your Board take three actions to approve ordinances adjusting employee salary, compensation, and benefits.

1. Approve an ordinance adopting the Memorandums of Understanding with the Placer Public Employee Organization Professional and General Units regarding salaries, benefits and rule changes for the period July 1, 2006 to June 30, 2010.
2. Approve an ordinance adjusting the salary, compensation, and benefits of management and confidential employees and resolution confirming Board policy for existing coverage groups.
3. Approve an ordinance adjusting the salary, compensation, and benefits of elected department heads.

BACKGROUND

Your Board's negotiating team and the Placer Public Employee Organization (PPEO) negotiators have concluded mediation proceedings and prepared agreements for both the General and Professional Bargaining Units concerning salaries and benefits covering a four-year period from July 1, 2006 through June 30, 2010. The affected PPEO employees have voted to ratify the agreements and they are being submitted to your Board for final approval. In addition, compensation adjustments for managers, confidential and unclassified employees and elected department heads are also recommended.

The content of the agreements and the recommendations for the non-represented groups encompass compensation and benefit packages that will provide a strong foundation for recruiting and retaining high-quality employees in a very competitive labor market while at the same time accomplishing a cost sharing for health insurance premiums.

Significant salary and benefit provisions include the following:

- General salary increases of 4% retroactive to June 24, 2006; 3% effective January 6, 2007; 5% effective November 10, 2007; and then 2.5% to 5% based upon CPI for the next two years
- Health insurance premium cost sharing with employees paying 10% of the premium cost and capping the County's employer contribution to PERSCare effective with the 2008 premiums
- Formation of an advisory committee to explore health insurance options, including options not associated with the California Public Employees Retirement System (PERS)
- Also included for non-represented employees are two financial vehicles, cafeteria plan and 401k limited match program, to assist and encourage employees to set aside their funds for their retirement years. The cafeteria plan replaces the existing management and confidential supplemental compensation program and life insurance conversion in retirement.
- Total compensation survey to be conducted in 2008 for PPEO classes with potential for implementation over a two year period
- Implementation of equity adjustments for specified eligibility classes represented by PPEO
- Management equity adjustments for classes found to be greater than 5% behind the total compensation market of 11 public agencies; will affect only 63 of the more than 250 management positions
- Increased or expanded special pays in the areas of jail incentive, snow removal, building inspector certification and uniform allowance for PPEO represented employees
- Creation of a vacation cash-out program allowing PPEO represented employees to cash-out up to 40 hours of vacation per year and non-represented employees to cash-out up to half of their annual accrual per year
- Increased annual dental and orthodontic insurance maximums for non-represented employees
- Additional benefits for Tahoe employees, including increased Tahoe subsistence and increased reimbursement of medical costs not covered by health insurance available in the Tahoe area
- Increased automobile allowance for department heads, selected executive classes and elected officials to partially compensate for the increased fuel and operating costs that have occurred since the last revision in 2000
- Various personnel rule changes affecting probationary periods, pro-ration of part-time benefits, leave management, and various other terms and conditions of employment.

Attached are the agreements and ordinances for both the PPEO General and Professional Units as well as the ordinances implementing the recommended salary, restructured management salary schedule, compensation and benefit programs for managers, confidential and unclassified employees and elected department heads. Finally, included herein, are ordinances and resolutions to delete obsolete language and clarify existing payroll practices and policies.

FISCAL IMPACT

This recommended action is projected to cost \$10.8 million for year 1, which is about 4.4% of the FY 2006-07 personnel budget and 1.6% of the total County Budget. The estimated cost for years 2 through 4 are projected to incrementally increase at an average of \$7.2 million per year.

Actual costs may be lower or higher depending upon future health insurance premiums, PERS retirement rate changes and other factors. Additional costs will be incurred with implementation of the additional salary studies for limited number of classifications that warrant review as provided for in the agreement.

In the development of the County's FY 2006-07 budget, given that labor negotiations had not yet been completed, departments budgeted an estimated two percent increase for labor costs. Departments are expected to seek economies to offset costs in excess of this budgeted amount; however some departmental budgets will need additional appropriations to cover the full costs. If necessary, the budget revision to make these adjustments will be brought to the Board for action later in the fiscal year.

Attachments

1. Ordinance authorizing County to enter into a new Memorandum of Understanding with bargaining units represented by the PPEO. With attached Exhibit A: General Unit MOU and attached Exhibit B: Professional Unit MOU.
2. Ordinance authorizing County to approve salary, compensation, & benefits adjustments for management & confidential employees and resolution confirming Board policy for existing coverage groups. With attached Exhibit A: Management Employee Ordinance and attached Exhibit B: Confidential Employee Ordinance.
3. Ordinance authorizing County to approve salary, compensation, & benefits adjustments for elected department heads. With attached Exhibit A: Elected Department Head Ordinance.

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

In the matter of:

Resol. No: _____

AN ORDINANCE AUTHORIZING
THE COUNTY TO ENTER INTO A
NEW MEMORANDUM OF
UNDERSTANDING WITH BARGAINING
UNITS REPRESENTED BY THE PPEO

Ord. No: _____

First Reading: _____

The following ORDINANCE was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held November 7, 2006 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

CHAIRMAN, BOARD OF SUPERVISORS

Attest:
Clerk of said Board

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

Section 1. That the Memorandum of Understanding ratified by the PPEO General Bargaining Unit, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby adopted and approved as to County employees who are members of that unit, on the terms contained in the MOU. All signatures on behalf of the County are authorized. Any provisions of the Placer County Code or County Administrative Regulations in conflict with the attached MOU are hereby superseded and amended according to the terms of the MOU.

Section 2. That the Memorandum of Understanding ratified by the PPEO Professional Bargaining Unit, attached hereto as **Exhibit B** and incorporated herein by this reference, is hereby adopted and approved as to County employees who are members of that unit, on the terms contained in the MOU. All signatures on behalf of the County are authorized. Any provisions of the Placer County Code or County Administrative Regulations in conflict with the attached MOU are hereby superseded and amended according to the terms of the MOU.

EXHIBIT A

2006-2010 MEMORANDUM OF UNDERSTANDING PLACER PUBLIC EMPLOYEE ORGANIZATION REPRESENTING THE GENERAL BARGAINING UNIT

This Memorandum of Understanding contains the results of conferences between the Negotiating Committee of the Placer County Board of Supervisors and the PLACER PUBLIC EMPLOYEE ORGANIZATION (PPEO), an exclusively recognized employee organization, in accordance with the provisions of the County Employer-Employee Relations Policy. It has been ratified by the membership of the PPEO, and adopted by the Placer County Board of Supervisors. This MOU represents a modification to the existing MOU which expired June 30, 2006.

All items shall become effective the first full pay period after adoption by the Board of Supervisors or on the date indicated herein.

1. TERM OF AGREEMENT

July 1, 2006 through June 30, 2010

2. MEDICAL INSURANCE

- a) The Parties agree that the existing health insurance premium formula shall be continued for the 2007 benefit year, such that the County's share of costs for health care premiums for employees and dependents will be equal to 100% of the average cost of the lowest and the highest cost HMO plans widely available to County employees. Small regional HMOs, such as Western Health Advantage are excluded.
- b) The parties agree that, effective pay period 12, November 10, 2007 for the 2008 benefit year employees will pay 10% of the premium for any plan (excluding PERSCare which will be frozen at the 2007 employer rates) for the duration of this agreement. However, the County shall not change the formula for medical insurance premiums for retirees who retire before January 1, 2007. Those retirees will continue to pay premiums under the formula set out in paragraph 2.a. above for the duration of this agreement.
- c) The County agrees to form an advisory health care committee comprised of representatives of the County and the County's various bargaining Units. The purpose of the committee shall be to explore options, including options other than those offered by PERS that will serve the needs of the County and its employees. If following its meeting with the health care committee, the County believes it would be beneficial to make changes to its health care program which could include change to a non-PERS option the County will Meet and Confer with PPEO concerning any proposed changes. Changes to the current program will only be made following the reaching of an agreement with the PPEO.
- d) Tahoe Employees - The County will continue to provide a Rural Health Subsidy Allowance for Tahoe area employees represented by PPEO which will be used for the

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

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

(2) Payment will be for reimbursement of actual medical expenses during the associated calendar year and not reimbursable under any other plan. Any unused balance will not be carried over to the following calendar year.

(3) Effective pay period 12, November 10, 2007, beginning with the 2008 benefit year, Tahoe employees will follow the premium formula as identified in paragraph 2b), above, for the duration of this agreement.

Effective January 1, 2008, the Rural Health Subsidy will increase as follows:

(4) Employees who have one-party coverage will be entitled to receive a maximum of \$2,000 each calendar year.

(5) Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,000 each calendar year.

(6) As permitted by PERS, Tahoe employees who reach the PERS Choice \$2 million lifetime cap will be allowed to transition to PERS Care without an increase in the employee contribution to health premium.

3. **DENTAL INSURANCE**

The parties agree to maintain current benefit and cost sharing formula for the duration of the agreement.

4. **TAHOE SUBSISTENCE**

Amend Chapter 3.12.080 part B to increase Tahoe Subsistence pay to six hundred seventy five (\$675) dollars per month.

5. **JAIL INCENTIVE PAY**

Amend Chapter 3.12.020 item #21 to provide jail incentive pay of 5% for all Building Craft Mechanics, Custodians and Client Services Counselors/Practitioners who are assigned to report to and work within the jail facility on a regular full or part-time basis.

6. **SNOW REMOVAL PAY**

The County will pay an assignment differential of ten percent (10%) of base salary to each employee assigned by the appointing authority, or his/her designee, to perform snow removal duties. No employee will receive work-out-of-class pay for the purpose of performing snow removal duties.

7. BUILDING INSPECTOR CERTIFICATION PROGRAM

Certificates that are attained by employees in the classifications of Building Inspector I/II, Senior Building Inspector and Supervising Building Inspector beyond those presented to meet the minimum qualifications as stated in the class specifications shall be compensated at the rate of \$50 per certificate per month up to a maximum of \$200 per month for each of the certificates listed:

- Plans Examiner
- Plumbing
- Mechanical
- Electrical (commercial or residential)

The County will reimburse a qualifying employee for all initial exams and renewal fees associated with the above certificates for up to three (3) exams per year. The County will provide reimbursement for any exam fees associated with an exam for which the employee achieves a passing score.

8. GENERAL WAGE INCREASES

- a) Effective pay period 2, June 24, 2006, salaries shall be increased by four (4) percent as a general wage adjustment.
- b) Effective pay period 16, January 6, 2007 salaries shall be increased by three (3) percent as a general wage adjustment.
- c) Effective pay period 12, November 10, 2007 salaries shall be increased by five (5) percent as a general wage adjustment.
- d) Effective with pay period 12, November 8, 2008 salaries shall be increased by an additional 2.5% to 5% based on the change in the California CPI for urban wages earners and clerical workers for the period from July 2007 to June 2008.
- e) Effective with pay period 12, November 7, 2009 salaries shall be increased by an additional 2.5% to 5% based on the change in the California CPI for urban wages earners and clerical workers for the period from July 2008 to June 2009.

9. TOTAL COMPENSATION SURVEY

By July 1, 2008 the County shall have completed a total compensation survey to include the following comparable survey agencies: El Dorado County, Sacramento County, Contra Costa County, Santa Clara County, Santa Cruz County, San Luis Obispo County, Solano County and Sonoma County. Prior to that time, the parties agree to meet to determine total compensation components, benchmarks and criteria for implementing any adjustments. After the survey completion, the parties will agree to meet to determine what the adjustments will be, if any. For those employees whose agreed upon equity adjustments are 5% or less, the entire adjustment shall be effective in December of 2008. For those employees whose agreed upon adjustment is more than

5%, the first 5% shall be effective December of 2008, and the balance of the equity adjustment shall be implemented December of 2009. All agreements under this provision will be memorialized as a side letter agreement.

10. ELIGIBILITY WORKER SALARY ADJUSTMENT

Effective the 1st full pay period after adoption by the Board of Supervisors, compensation for the Client Services Program Specialists series shall be made commensurate with salaries designated for the Child Support Specialist series. The salary for the Eligibility Supervisor shall be established to be commensurate with the Senior Supervising Child Support Specialist. The County further agrees to recommend to the Civil Service Commission that the job title for Eligibility Supervisor be changed to Supervising Client Services Program Specialist.

11. 4850 DISABILITY PROGRAM

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

12. LEAVE OF ABSENCE

The parties agree to move this proposal to a side table for further discussion.

13. CALL BACK PAY

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

Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift. Call-back pay at the minimum rate of 1 hour at 1.5 times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the County without being required to physically return to work.

14. SICK LEAVE USE AT TERMINATION

Employees receiving compensation for sick leave use at termination shall not be eligible for reinstatement until 30 days after the effective date of termination.

15. ABANDONMENT OF EMPLOYMENT

The Parties agree to amend the abandonment of employment language as follows:

a) Any employee who is absent for three ~~days within his/her normal workweek~~ *consecutive shifts* without being on authorized sick time, authorized vacation, or authorized leave of absence, shall be presumed to have resigned his/her employment with the county.

For purposes of this section, any such unauthorized absence during any portion of such employee's normal working day shall be held to be an unauthorized absence for such entire day. Nothing in this section shall prevent an appointing authority from suspending or discharging an employee on account of unauthorized absence.

b) Any employee terminating his/her employment in the manner provided by this section shall be deemed to have left county service by resignation and shall be subject to the provisions of Section 3.08.1130.

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

d) The resignation provided by this section may be rescinded by the employee's appointing authority, if such employee presents satisfactory reasons for his/her absence, in writing, within *ten* days of the date of *mailing* of the notice of proposed termination. Should the resignation not be rescinded by the appointing authority, the employee shall be so notified by certified mail. (Ord. 5058-B (Attach. 17), 2000: prior code § 14.525).

16. SCHEDULING THE USE OF CTO HOURS

Compensatory time off may be taken at any time with the prior approval of the Department Head or his/her designee. The Department Head or his/her designee will approve the request in compliance with FLSA. The employees request to use accumulated CTO will be permitted within a reasonable time unless such use would unduly disrupt the operations of the department.

17. MILITARY LEAVE

The parties agree to comply with State Military and Veteran Code.

18. CORRECTIONAL OFFICERS/CORRECTIONAL SERGEANTS- SICK LEAVE USE AT RETIREMENT

As to Correctional Officer I/II and Correctional Sergeants, the parties agree, effective the first pay period after adoption, to the following:

For Correctional Officers/Sergeants:

- o If requested by the employee, all or part of the employee's accumulated sick leave balance on record may be used to apply toward an early retirement on a day-for-day basis (e.g., an employee retiring at sixty-five (65) on December 31st, and having ten (10) days of accumulated sick leave may leave ten (10) working days before December 31st, and draw full compensation until December 31st); however, sick leave used to apply toward an early retirement, under this subsection, shall not be subject to any additional vacation or sick leave accruals. No sick leave earned may be used to apply toward the early retirement benefit. However, if an employee's balance falls below the accumulated sick leave balance on record as of the effective date

of these changes, any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit.

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

19. HOLIDAY PAY

To clarify the current practice an employee will receive pay at time and one half for all hours worked on a paid holiday with the employee option to convert such pay to CTO. In addition the employee shall have eight hours of holiday time added to their vacation accrual in lieu of holiday pay if the employee works on the holiday or the holiday falls on a regularly scheduled day off.

20. SHERIFF'S JAIL SPECIAL TEAM PAY

The county will pay \$125 per month special team pay for those Correctional Officers assigned by the Sheriff to participate on the CERT team.

21. EXTENDED WORK ASSIGNMENTS

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

22. UNIFORM ALLOWANCE

The parties agree to increase the uniform allowance from \$525 to \$750 per year effective the first full pay period following January 1, 2007 for employees who are assigned to the following class series and who are required to wear a uniform as a regular part of their duties:

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

The parties further agree to increase the uniform allowance from \$550 to \$1065 per year effective the first full pay period following January 1, 2007 for employees who are required to wear a uniform as a regular part of their duties in the following classification series:

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

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

23. CREATION OF A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING & PRIOR MOU.

All other provisions of the prior MOU not otherwise amended, modified, or deleted by this proposal are to be included in this contract.

The Parties agree that following the conclusion of these negotiations they will jointly work to create a comprehensive Memorandum of Understanding that will incorporate bargained MOU sections, appropriate County Code, side agreements and other appropriate information into one document including the Drug & Alcohol and Layoff Policies, leave of absence procedures and grievance & discipline timelines.

24. OTHER

Copies of the Tentative Agreements entered into between the parties are attached to and are made a part of this MOU, as if fully set forth herein. As of the date of this MOU, the following side table discussions have not been completed and the Parties will continue to meet to reach agreement: D.A. Safety Retirement, Fire Alarm Sprinkler Tech/Analyst, ACORN/Payroll.

25. RE-OPENER

The parties agree that in the event of an unforeseen emergency, catastrophe or actual severe economic hardship which would cause or prevent the County from meeting or being able to meet any of its obligations under this agreement, the parties agree to commence the meet and confer process and to bargain in good faith in an attempt to enforce, alter, modify or otherwise alter the terms and conditions of this current Memorandum of Understanding in light of the condition or conditions of the emergency, catastrophe or actual severe economic hardship.

In the event that any increase in the 2008 Placer County health insurance premium rate for the lowest cost plan widely available to County employees exceeds 12% the parties agree to commence the meet and confer process and to bargain in good faith in an attempt to mitigate the impact on employees in classifications below salary grade 40.

SIGNATURES

On behalf of the Placer Public Employees Organization:

Debbie Flint, PPEO President

Chuck Thiel, PPEO Business Representative

Kathy Widing, PPEO Business Representative

Adopted by the Placer County Board of Supervisors on _____.

Bill Santucci, Chairman

Tom Miller, County Executive

Nancy Nittler, Personnel Director

PROPOSAL – TRAVEL TIME POLICY

MEMORANDUM OF UNDERSTANDING

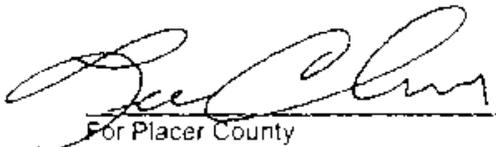
SUBMITTED MAY 3, 2006 BY THE COUNTY OF PLACER

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

3.04.330 If a county employee travels on official county business, and if the travel time is to be charged to the county as part of the employee's regular workweek, such employees shall use the least expensive and least time-consuming mode of transportation. If the employee wishes to use a more time-consuming method, e.g., use of a private vehicle rather than air travel when available, then for the amount of travel time used in excess of the least time-consuming method, such employee shall use vacation time or compensatory time off or shall be considered to be using his or her own time. (Prior code § 14.225)

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

Agreed to by:



For Placer County



For Placer Public Employees Association

5/10/06
Date

T/A COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION
PART TIME PRORATED BENEFIT TIERS

SUBMITTED MAY 3, 2006

Change the current part – time prorated benefit tiers from the current 6 tiers to the proposed 3 tiers listed below. Placement in the tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year.

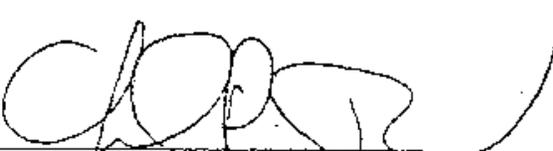
Proposed:

- 1) 50% benefit = 20 hours/week
- 2) 75% benefit = 21-31 hours/week
- 3) 100% benefit = 32 + hours/week

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/10/06
Date

T/A – PERSONAL PROPERTY LOSS
MEMORANDUM OF UNDERSTANDING

SUBMITTED MAY 3, 2006 BY THE COUNTY OF PLACER
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

3.04.140 Personal property loss.

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

B. Other Personal Property Loss

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

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

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

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

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

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

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

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

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

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

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

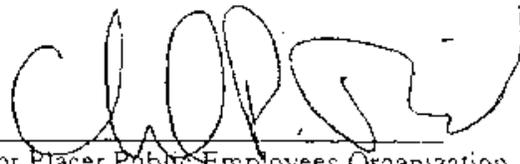
~~e. For vehicles stolen or damaged, the amount payable shall be the amount of the employee's insurance deductible, but not to exceed two hundred dollars (\$200.00)~~

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

5. No loss amount shall be reimbursed until the county executive office Risk Management has conducted an investigation and authorized payment with the approval of the appointing authority. Any disapproval may be appealed to the county executive office, may be appealed to the board of supervisors. (Prior code § 14 90)

Agreed to by:


For Placer County


For Placer Public Employees Organization

5/10/04
Date

T/A - COUNTY OF PLACER

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-WC-6-BREAKS

RESUBMITTED MAY 3, 2006

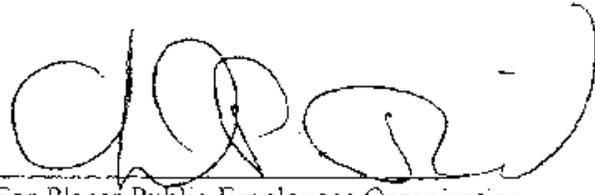
County Code section 3.04.190-Work required of employees

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

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/10/06
Date

COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION
VISION ONE YEAR LOCK IN/LOCK OUT

SUBMITTED MAY 3, 2006

VISION CARE – One Year Lock In/Lock Out Provision.

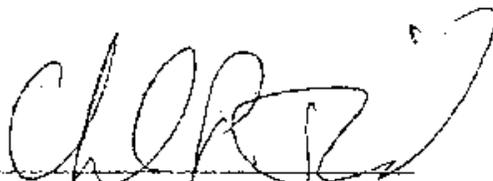
- a. ~~The County shall provide vision insurance at the 100% employee-only rate.~~
- b. The County will provide PPEO employees with the option of purchasing dependent vision coverage. To maintain plan stability, there will be a one-year lock in/lock out enrollment provision for adding and/or deleting dependents. Employees may add or delete dependents during the annual Open Enrollment Period. Coverage changes will be effective January 1st of each year.
- c. Vision Dependent coverage will mirror the employee's health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents.

* Family Status Changes such as birth, death, marriage, divorce will still apply.

Agreed to by:



For Placer County



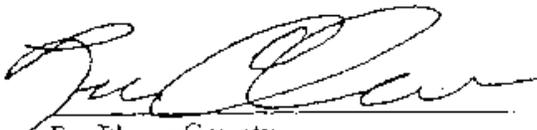
For Placer Public Employees Organization

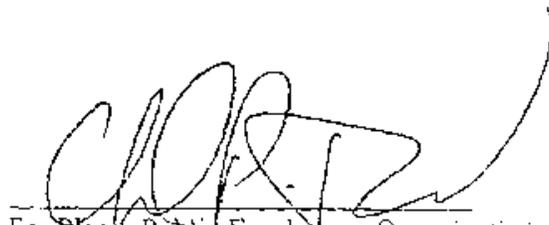
5/3/06
Date

COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION
U-WC-3-EMPLOYEE RESTROOM FACILITIES
RESUBMITTED MAY 3, 2006

The County will investigate and where feasible provide restrooms facilities reserved for employees that are separate from those available to County clients and the general public.
The County will provide a facility report to the Union for review and input.
Anticipated completion of the report will be one year from the MOU approval.

Agreed to by:


For Placer County


For Placer Public Employees Organization

5/3/06
Date

COUNTY OF PLACER PROPOSAL

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

FLOATING HOLIDAYS

SUBMITTED MAY 3, 2006

FLOATING HOLIDAYS

During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Employees unable to complete six months (one thousand forty (1,040) straight time hours) initial probationary period prior to December 31st, shall not be eligible for any Floating Holiday that year. Hours shall be pro-rated for permanent part-time employees.

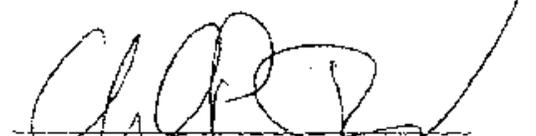
It will be management's policy to make every effort to allow employees to take the time off at their choosing.

Employees wishing to use a floating holidays must make a request to do so to their supervisor at least (48) hours in advance. Floating holidays must be taken in half-day (four hour) increments. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. ~~To be eligible to take a floating holiday, an employee must have been employed in a regular full-time position for the six months immediately preceding the requested holiday and currently be in paid status.~~ 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.

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/3/06

Date

COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-L-3 FAMILY SICK LEAVE

SUBMITTED MAY 3, 2006

The Parties agree to amend Code Section 3.04.350B to include stepparents, stepchildren and domestic partners for the use of family sick leave.

3.04.350 Sick leave defined.

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

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

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

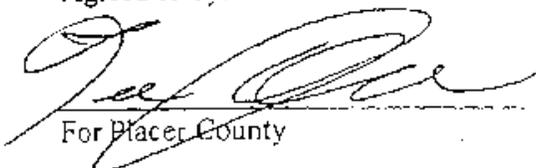
(Prior code § 14.300)

3.04.370 Limitations, general.

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

2. General Unit, Professional Unit. Where an employee has less than three days accumulated sick leave and/or vacation the employee may take up to three days leave without pay because of a death in the employee's family.

Agreed to by:


For Placer County


For Placer Public Employees Organization

5/3/06
Date

COUNTY OF PLACER REVISED COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-C-10-CANINE PAY

RESUBMITTED MAY 3, 2006

Effective the first full pay period after adoption of this agreement those employees in the Correctional Officer classification, assigned by the Sheriff to the duty of supervision, care and feeding of a canine, as "Canine Handlers", shall receive Canine Pay, as follows:

1. \$225 per month to the "Canine Handler" responsible for, and where the County owns the canine;
2. \$275 per month to the "Canine Handler" responsible for, and who owns the canine;
3. All veterinary care and maintenance of the canine is to be provided at County expense.

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

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

5. Should another bargaining unit be granted compensation amounts greater than those specified in paragraphs 1 and 2 above, the amounts listed in paragraphs 1 and 2 shall automatically be increased to the higher levels granted to the other bargaining unit.

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

Agreed to by:



For Placer County

Date

5/3/06



For Placer Public Employees Organization

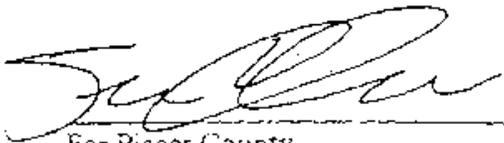
COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

8 A P
U-WC-8B, 8C AND 8E

SUBMITTED APRIL 26, 2006

The Parties agree to address the issues raised by the above referenced proposals during the course of these negotiations but in a sub-committee format meeting separate from the main negotiations. It is the intent of the Parties that agreements reached on these issues shall be reduced to writing and recorded as tentative agreements following the procedures established in the Parties' Negotiation Ground Rules. Either Party shall have the right to move unresolved issues being addressed in the sub-committee format to the main negotiation table in an effort to reach tentative agreements.

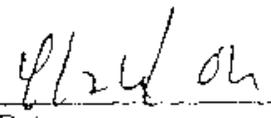
Agreed to by:



For Placer County.



For Placer Public Employees Association



Date

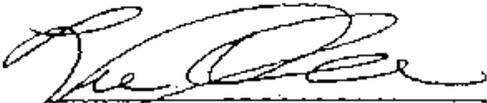
COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-C-21-MEAL PER DIEM WITHOUT RECEIPT

SUBMITTED APRIL 26, 2006

Amend Chapter 2, sections III.1.C & G, and 6.C., of the County Administrative Rules regarding meal reimbursement to do away with the requirement for a receipt for reimbursement of meal costs. Meal reimbursement would instead be done on a non-receipt basis for the actual expenditure, including gratuity and tax, not to exceed the following amounts: Breakfast \$10 (currently \$5 without a receipt, \$10 with), Lunch \$20 (currently \$8 without a receipt, \$15 with), and Dinner \$30 (currently \$15 without a receipt, \$25 with).

Agreed to by:



For Placer County

4/24/06
Date



For Placer Public Employees
Association

5

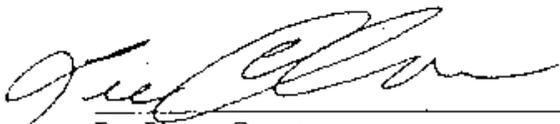
COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-WC-5-SOCIAL WORKER SAFETY

SUBMITTED APRIL 26, 2006

The County will assign one or more members of its Risk Management Department to study the special challenges associated with ensuring the safety of Social Workers. The Risk Management employee or employees charged with this task will solicit input from Social Workers and shall consider this input prior to issuing any findings and recommendations. Such findings and recommendations will be communicated to department personnel and to the PPEO.

Agreed to by:



For Placer County



For Placer Public Employees Association

4/24/06
Date

T/A COUNTY OF PLACER PROPOSAL

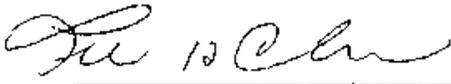
TO PLACER PUBLIC EMPLOYEES ORGANIZATION
SHIFT DIFFERENTIAL

SUBMITTED JUNE 15, 2006

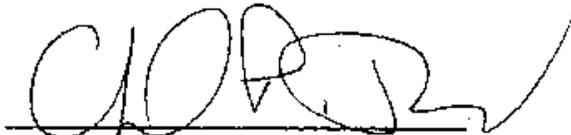
Shift Differential

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

Agreed to by:



For Placer County

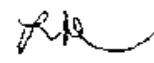


For Placer Public Employees Organization

4/15/06
Date

T/A - COUNTY OF PLACER AND PLACER PUBLIC EMPLOYEES
ORGANIZATION U-C-8 WORK BOOTS
SUBMITTED June 15, 2006

The parties agree to amend Chapter 3.12.020 # 23 to identify classifications eligible for personal equipment purchase as a reimbursement in accordance with the process determined by the Auditor Controller's Office shall include:

- Automotive Mechanic
- Building Crafts Mechanic
- Building Inspector I
- Building Inspector II
- Bus Driver I/II
- Classifications assigned Surveyor duties
- Code Enforcement Officer I/II**
- Communication Technician
- Custodian I/II
- Emergency Services Specialist I/II**
- Engineering Technician I/II
- Equipment Mechanic
- Equipment Operator
- Equipment Services Worker I/II
- Fleet Services Technician
- Hunter Trapper
- Maintenance Worker
- Master Automotive Mechanic
- Master Equipment Mechanic
- Parks & Grounds Worker
- Senior Building Crafts Mechanic
- Senior Building Inspector
- Senior Bus Driver
- Senior Custodian
- Senior Emergency Services Specialist**
- Senior Equipment Operator
- Senior Parks & Grounds Worker
- Senior Utilities Service Worker
- Supervising Automotive Mechanic
- Supervising Building Crafts Mechanic
- Supervising Code Enforcement Officer**
- Supervising Custodian**
- Supervising Parks & Grounds Worker
- Supervising Utilities Service Worker
- Utilities Service Worker
- Utility Operations Supervisor
- Wastewater Plant Operator Grade III
- Supervising Building Inspector *

No more than two pairs of boots will be furnished each year, on an as needed basis. The annual reimbursement by the County shall not exceed \$300 per eligible employee.

Agreed to by:



For Placer County



For Placer Public Employees Organization

4/15/06
Date

T/A - COUNTY OF PLACER
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-C-31 TOOLS
SUBMITTED June 15, 2006

The parties agree to amend Chapter 3.12.020 #13 Tool Allowance to increase the reimbursement to seven hundred fifty dollars (\$750) per year 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.

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

Agreed to by:



For Placer County



For Placer Public Employees Organization

6/15/06

Date

T/A COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

PROBATIONARY PERIOD

SUBMITTED JUNE 15, 2006

Effective for all new hires after January 1, 2008 amend Chapter 3.03.1050(a)(1), Length of Probation to provide a 12 month or 2080 hours (whichever is more) initial probationary period for employees in the General and Professional Units that are currently designated to serve a six month probationary period. If an employee receives an overall rating of "Exceeds Performance Standards" or greater, on his/her six-month performance evaluation, the remaining six months of probation shall be waived and the employee shall be deemed a regular employee.

Agreed to by:



For Placer County



For Placer Public Employees Organization

6/15/06
Date

COUNTY OF PLACER PROPOSAL

TO PLACER PUBLIC EMPLOYEES ORGANIZATION
VACATION AND VACATION CASH OUT

SUBMITTED JUNE 15, 2006

Effective the first full pay period after January 1, 2008, the parties agree to amend Chapter 3, Section 3.04.490 as follows:

3.04.490 When to be taken.

1)

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

B. During the last month of the calendar year seniority shall be the criteria used to determine vacations for the following calendar year. After the one-month sign up period, vacations shall be granted on a first-come first-served basis.

C. Revised written vacation scheduling procedures may be applied as agreed to by a majority of affected employees and the Department Head.

D. The Department Head shall approve, disapprove, or modify a vacation request within ten (10) days of receipt of the request. *or design*

2)

C. General and Professional Units. Unless limited by the terms of Chapter 3.04.540 Family Care and Medical Leave, 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.

3) Vacation Cash Out

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

Agreed to by:



For Placer County

6/15/06
Date


For Placer Public Employees Organization

EXHIBIT B

2006-2010 MEMORANDUM OF UNDERSTANDING PLACER PUBLIC EMPLOYEE ORGANIZATION REPRESENTING THE PROFESSIONAL BARGAINING UNIT

This Memorandum of Understanding contains the results of conferences between the Negotiating Committee of the Placer County Board of Supervisors and the PLACER PUBLIC EMPLOYEE ORGANIZATION (PPEO), an exclusively recognized employee organization, in accordance with the provisions of the County Employer-Employee Relations Policy. It has been ratified by the membership of the PPEO, and adopted by the Placer County Board of Supervisors. This MOU represents a modification to the existing MOU which expired June 30, 2006.

All items shall become effective the first full pay period after adoption by the Board of Supervisors or on the date indicated herein.

1. TERM OF AGREEMENT

July 1, 2006 through June 30, 2010

2. MEDICAL INSURANCE

- a) The Parties agree that the existing health insurance premium formula shall be continued for the 2007 benefit year, such that the County's share of costs for health care premiums for employees and dependents will be equal to 100% of the average cost of the lowest and the highest cost HMO plans widely available to County employees. Small regional HMOs, such as Western Health Advantage are excluded.
- b) The parties agree that, effective pay period 12, November 10, 2007 for the 2008 benefit year employees will pay 10% of the premium for any plan (excluding PERSCare which will be frozen at the 2007 employer rates) for the duration of this agreement. However, the County shall not change the formula for medical insurance premiums for retirees who retire before January 1, 2007. Those retirees will continue to pay premiums under the formula set out in paragraph 2.a. above for the duration of this agreement.
- c) The County agrees to form an advisory health care committee comprised of representatives of the County and the County's various bargaining Units. The purpose of the committee shall be to explore options, including options other than those offered by PERS that will serve the needs of the County and its employees. If following its meeting with the health care committee, the County believes it would be beneficial to make changes to its health care program which could include change to a non-PERS option the County will Meet and Confer with PPEO concerning any proposed changes. Changes to the current program will only be made following the reaching of an agreement with the PPEO.
- d) Tahoe Employees - The County will continue to provide a Rural Health Subsidy Allowance for Tahoe area employees represented by PPEO which will be used for the

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

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

(2) Payment will be for reimbursement of actual medical expenses during the associated calendar year and not reimbursable under any other plan. Any unused balance will not be carried over to the following calendar year.

(3) Effective pay period 12, November 10, 2007, beginning with the 2008 benefit year, Tahoe employees will follow the premium formula as identified in paragraph 2b), above, for the duration of this agreement.

Effective January 1, 2008, the Rural Health Subsidy will increase as follows:

(4) Employees who have one-party coverage will be entitled to receive a maximum of \$2,000 each calendar year.

(5) Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,000 each calendar year.

(6) As permitted by PERS, Tahoe employees who reach the PERS Choice \$2 million lifetime cap will be allowed to transition to PERS Care without an increase in the employee contribution to health premium.

3. DENTAL INSURANCE

The parties agree to maintain current benefit and cost sharing formula for the duration of the agreement.

4. TAHOE SUBSISTENCE

Amend Chapter 3.12.080 part B to increase Tahoe Subsistence pay to six hundred seventy five (\$675) dollars per month.

5. JAIL INCENTIVE PAY

Amend Chapter 3.12.020 item #21 to provide jail incentive pay of 5% for all Building Craft Mechanics, Custodians and Client Services Counselors/Practitioners who are assigned to report to and work within the jail facility on a regular full or part-time basis.

6. SNOW REMOVAL PAY

The County will pay an assignment differential of ten percent (10%) of base salary to each employee assigned by the appointing authority, or his/her designee, to perform snow removal duties. No employee will receive work-out-of-class pay for the purpose of performing snow removal duties.

7. BUILDING INSPECTOR CERTIFICATION PROGRAM

Certificates that are attained by employees in the classifications of Building Inspector I/II, Senior Building Inspector and Supervising Building Inspector beyond those presented to meet the minimum qualifications as stated in the class specifications shall be compensated at the rate of \$50 per certificate per month up to a maximum of \$200 per month for each of the certificates listed:

- Plans Examiner
- Plumbing
- Mechanical
- Electrical (commercial or residential)

The County will reimburse a qualifying employee for all initial exams and renewal fees associated with the above certificates for up to three (3) exams per year. The County will provide reimbursement for any exam fees associated with an exam for which the employee achieves a passing score.

8. GENERAL WAGE INCREASES

- a) Effective pay period 2, June 24, 2006, salaries shall be increased by four (4) percent as a general wage adjustment.
- b) Effective pay period 16, January 6, 2007 salaries shall be increased by three (3) percent as a general wage adjustment.
- c) Effective pay period 12, November 10, 2007 salaries shall be increased by five (5) percent as a general wage adjustment.
- d) Effective with pay period 12, November 8, 2008 salaries shall be increased by an additional 2.5% to 5% based on the change in the California CPI for urban wages earners and clerical workers for the period from July 2007 to June 2008.
- e) Effective with pay period 12, November 7, 2009 salaries shall be increased by an additional 2.5% to 5% based on the change in the California CPI for urban wages earners and clerical workers for the period from July 2008 to June 2009.

9. TOTAL COMPENSATION SURVEY

By July 1, 2008 the County shall have completed a total compensation survey to include the following comparable survey agencies: El Dorado County, Sacramento County, Contra Costa County, Santa Clara County, Santa Cruz County, San Luis Obispo County, Solano County and Sonoma County. Prior to that time, the parties agree to meet to determine total compensation components, benchmarks and criteria for implementing any adjustments. After the survey completion, the parties will agree to meet to determine what the adjustments will be, if any. For those employees whose agreed upon equity adjustments are 5% or less, the entire adjustment shall be effective in December of 2008. For those employees whose agreed upon adjustment is more than

5%, the first 5% shall be effective December of 2008, and the balance of the equity adjustment shall be implemented December of 2009. All agreements under this provision will be memorialized as a side letter agreement.

10. ELIGIBILITY WORKER SALARY ADJUSTMENT

Effective the 1st full pay period after adoption by the Board of Supervisors, compensation for the Client Services Program Specialists series shall be made commensurate with salaries designated for the Child Support Specialist series. The salary for the Eligibility Supervisor shall be established to be commensurate with the Senior Supervising Child Support Specialist. The County further agrees to recommend to the Civil Service Commission that the job title for Eligibility Supervisor be changed to Supervising Client Services Program Specialist.

11. 4850 DISABILITY PROGRAM

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

12. LEAVE OF ABSENCE

The parties agree to move this proposal to a side table for further discussion.

13. CALL BACK PAY

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

Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift. Call-back pay at the minimum rate of 1 hour at 1.5 times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the County without being required to physically return to work.

14. SICK LEAVE USE AT TERMINATION

Employees receiving compensation for sick leave use at termination shall not be eligible for reinstatement until 30 days after the effective date of termination.

15. ABANDONMENT OF EMPLOYMENT

The Parties agree to amend the abandonment of employment language as follows:

a) Any employee who is absent for three days ~~within his/her normal workweek consecutive shifts~~ without being on authorized sick time, authorized vacation, or authorized leave of absence, shall be presumed to have resigned his/her employment with the county.

For purposes of this section, any such unauthorized absence during any portion of such employee's normal working day shall be held to be an unauthorized absence for such entire day. Nothing in this section shall prevent an appointing authority from suspending or discharging an employee on account of unauthorized absence.

b) Any employee terminating his/her employment in the manner provided by this section shall be deemed to have left county service by resignation and shall be subject to the provisions of Section 3.08.1130.

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

d) The resignation provided by this section may be rescinded by the employee's appointing authority, if such employee presents satisfactory reasons for his/her absence, in writing, within *ten* days of the date of *mailing* of the notice of proposed termination. Should the resignation not be rescinded by the appointing authority, the employee shall be so notified by certified mail. (Ord. 5058-B (Attach. 17), 2000: prior code § 14.525).

16. SCHEDULING THE USE OF CTO HOURS

Compensatory time off may be taken at any time with the prior approval of the Department Head or his/her designee. The Department Head or his/her designee will approve the request in compliance with FLSA. The employees request to use accumulated CTO will be permitted within a reasonable time unless such use would unduly disrupt the operations of the department.

17. MILITARY LEAVE

The parties agree to comply with State Military and Veteran Code.

18. CORRECTIONAL OFFICERS/CORRECTIONAL SERGEANTS- SICK LEAVE USE AT RETIREMENT

As to Correctional Officer I/II and Correctional Sergeants, the parties agree, effective the first pay period after adoption, to the following:

For Correctional Officers/Sergeants:

- o If requested by the employee, all or part of the employee's accumulated sick leave balance on record may be used to apply toward an early retirement on a day-for-day basis (e.g., an employee retiring at sixty-five (65) on December 31st, and having ten (10) days of accumulated sick leave may leave ten (10) working days before December 31st, and draw full compensation until December 31st); however, sick leave used to apply toward an early retirement, under this subsection, shall not be subject to any additional vacation or sick leave accruals. No sick leave earned may be used to apply toward the early retirement benefit. However, if an employee's balance falls below the accumulated sick leave balance on record as of the effective date

of these changes, any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit.

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

19. HOLIDAY PAY

To clarify the current practice an employee will receive pay at time and one half for all hours worked on a paid holiday with the employee option to convert such pay to CTO. In addition the employee shall have eight hours of holiday time added to their vacation accrual in lieu of holiday pay if the employee works on the holiday or the holiday falls on a regularly scheduled day off.

20. SHERIFF'S JAIL SPECIAL TEAM PAY

The county will pay \$125 per month special team pay for those Correctional Officers assigned by the Sheriff to participate on the CERT team.

21. EXTENDED WORK ASSIGNMENTS

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

22. UNIFORM ALLOWANCE

The parties agree to increase the uniform allowance from \$525 to \$750 per year effective the first full pay period following January 1, 2007 for employees who are assigned to the following class series and who are required to wear a uniform as a regular part of their duties:

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

The parties further agree to increase the uniform allowance from \$550 to \$1065 per year effective the first full pay period following January 1, 2007 for employees who are required to wear a uniform as a regular part of their duties in the following classification series:

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

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

23. CREATION OF A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING & PRIOR MOU.

All other provisions of the prior MOU not otherwise amended, modified, or deleted by this proposal are to be included in this contract.

The Parties agree that following the conclusion of these negotiations they will jointly work to create a comprehensive Memorandum of Understanding that will incorporate bargained MOU sections, appropriate County Code, side agreements and other appropriate information into one document including the Drug & Alcohol and Layoff Policies, leave of absence procedures and grievance & discipline timelines.

24. OTHER

Copies of the Tentative Agreements entered into between the parties are attached to and are made a part of this MOU, as if fully set forth herein. As of the date of this MOU, the following side table discussions have not been completed and the Parties will continue to meet to reach agreement: D.A. Safety Retirement, Fire Alarm Sprinkler Tech/Analyst, ACORN/Payroll.

25. RE-OPENER

The parties agree that in the event of an unforeseen emergency, catastrophe or actual severe economic hardship which would cause or prevent the County from meeting or being able to meet any of its obligations under this agreement, the parties agree to commence the meet and confer process and to bargain in good faith in an attempt to enforce, alter, modify or otherwise alter the terms and conditions of this current Memorandum of Understanding in light of the condition or conditions of the emergency, catastrophe or actual severe economic hardship.

In the event that any increase in the 2008 Placer County health insurance premium rate for the lowest cost plan widely available to County employees exceeds 12% the parties agree to commence the meet and confer process and to bargain in good faith in an attempt to mitigate the impact on employees in classifications below salary grade 40.

SIGNATURES

On behalf of the Placer Public Employees Organization:

Debbie Flint, PPEO President

Chuck Thiel, PPEO Business Representative

Kathy Widing, PPEO Business Representative

Adopted by the Placer County Board of Supervisors on _____.

Bill Santucci, Chairman

Tom Miller, County Executive

Nancy Nittler, Personnel Director

PROPOSAL - TRAVEL TIME POLICY

MEMORANDUM OF UNDERSTANDING

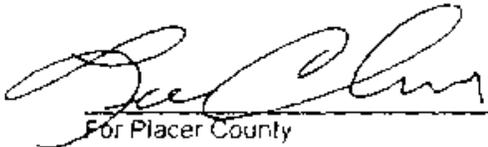
SUBMITTED MAY 3, 2006 BY THE COUNTY OF PLACER

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

3.04.330 If a county employee travels on official county business, and if the travel time is to be charged to the county as part of the employee's regular workweek, such employees shall use the least expensive and least time-consuming mode of transportation. If the employee wishes to use a more time-consuming method, e.g., use of a private vehicle rather than air travel when available, then for the amount of travel time used in excess of the least time-consuming method, such employee shall use vacation time or compensatory time off or shall be considered to be using his or her own time. (Prior code § 14.225)

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

Agreed to by:



For Placer County



For Placer Public Employees Association

5/10/06
Date

T/A COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

PART TIME PRORATED BENEFIT TIERS

SUBMITTED MAY 3, 2006

Change the current part – time prorated benefit tiers from the current 6 tiers to the proposed 3 tiers listed below. Placement in the tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year.

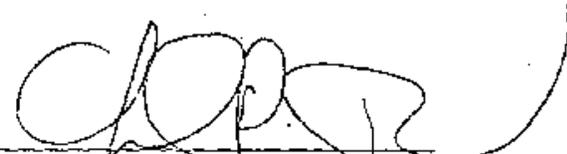
Proposed:

- 1) 50% benefit = 20 hours/week
- 2) 75% benefit = 21-31 hours/week
- 3) 100% benefit = 32 + hours/week

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/10/06
Date

T/A – PERSONAL PROPERTY LOSS

MEMORANDUM OF UNDERSTANDING

SUBMITTED MAY 3, 2006 BY THE COUNTY OF PLACER

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

3.04.140 Personal property loss.

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

B. Other Personal Property Loss.

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

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

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

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

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

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

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

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

b. For property damaged, but repairable, other than vehicles, the amount payable shall be the reasonable cost of replacement ~~pair or~~ inventory value of the item at the time of damage, whichever is less.

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

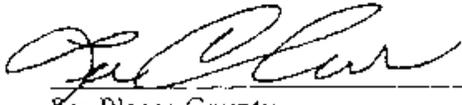
d. For clothing, eyeglasses and watches, lost or damaged and not repairable, the amount payable shall be the replacement value of the item at the time of damage or loss, subject to verification by the department head and the county executive office.

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

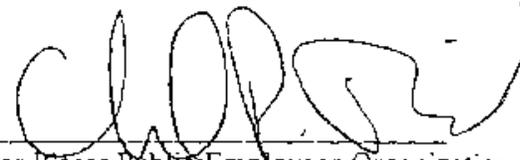
4. No loss amount shall be reimbursable unless the employee files a written report of loss with his or her appointing authority within five working days, setting forth in detail the circumstances of the loss.

5. No loss amount shall be reimbursed until the county executive office Risk Management has conducted an investigation and authorized payment with the approval of the appointing authority. Any disapproval may be appealed to the county executive office, may be appealed to the board of supervisors. (Prior code § 14.90)

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/10/09
Date

T/A - COUNTY OF PLACER

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

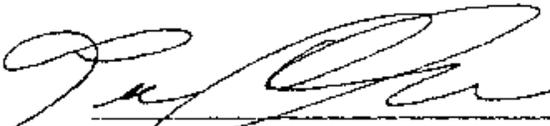
U-WC-6-BREAKS

RESUBMITTED MAY 3, 2006

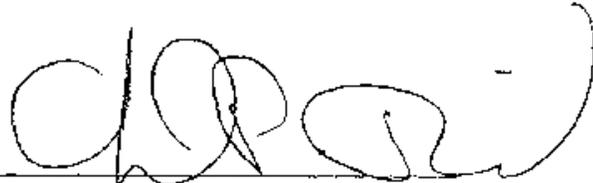
County Code section 3.04.190-Work required of employees

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

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/10/06
Date

COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

VISION ONE YEAR LOCK IN/LOCK OUT

SUBMITTED MAY 3, 2006

VISION CARE - One Year Lock In/Lock Out Provision.

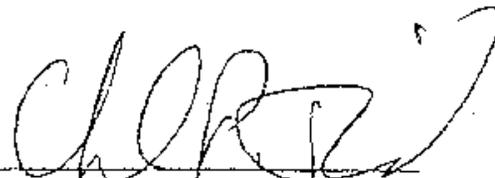
- a. ~~The County shall provide vision insurance at the 100% employee-only rate.~~
- b. The County will provide PPEO employees with the option of purchasing dependent vision coverage. To maintain plan stability, there will be a one-year lock in/lock out enrollment provision for adding and/or deleting dependents. Employees may add or delete dependents during the annual Open Enrollment Period. Coverage changes will be effective January 1st of each year.
- c. Vision Dependent coverage will mirror the employee's health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents.

* Family Status Changes such as birth, death, marriage, divorce will still apply.

Agreed to by:



For Placer County



For Placer Public Employees Organization

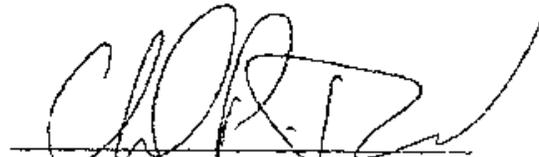
5/3/06
Date

COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION
U-WC-3-EMPLOYEE RESTROOM FACILITIES
RESUBMITTED MAY 3, 2006

The County will investigate and where feasible provide restrooms facilities reserved for employees that are separate from those available to County clients and the general public. The County will provide a facility report to the Union for review and input. Anticipated completion of the report will be one year from the MOU approval.

Agreed to by:


For Placer County


For Placer Public Employees Organization

5/3/06
Date

COUNTY OF PLACER PROPOSAL

TO PLACER PUBLIC EMPLOYEES ORGANIZATION

FLOATING HOLIDAYS

SUBMITTED MAY 3, 2006

FLOATING HOLIDAYS

During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Employees unable to complete six months (one thousand forty (1,040) straight time hours) initial probationary period prior to December 31st, shall not be eligible for any Floating Holiday that year. Hours shall be pro-rated for permanent part-time employees.

It will be management's policy to make every effort to allow employees to take the time off at their choosing.

Employees wishing to use a floating holidays must make a request to do so to their supervisor at least (48) hours in advance. Floating holidays must be taken in half-day (four hour) increments. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. ~~To be eligible to take a floating holiday, an employee must have been employed in a regular full-time position for the six months immediately preceding the requested holiday and currently be in paid status.~~ 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.

Agreed to by:



For Placer County

5/2/06
Date



For Placer Public Employees Organization

COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-L-3 FAMILY SICK LEAVE

SUBMITTED MAY 3, 2006

The Parties agree to amend Code Section 3.04.350B to include stepparents, stepchildren and domestic partners for the use of family sick leave.

3.04.350 Sick leave defined.

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

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

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

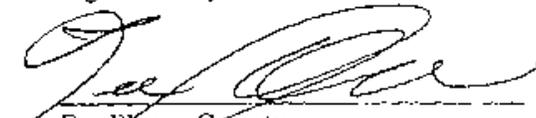
(Prior code § 14.300)

3.04.370 Limitations, general.

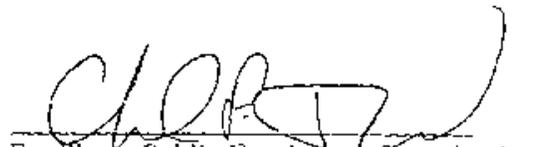
A.1. General and Professional Units- Sick leave absences with pay because of a death in the employee's ~~immediate~~ family, as defined in section 3.04.350 B, shall not exceed five days for each instance.

2. General Unit, Professional Unit. Where an employee has less than three days accumulated sick leave and/or vacation the employee may take up to three days leave without pay because of a death in the employee's family.

Agreed to by:



For Placer County



For Placer Public Employees Organization

5/3/06

Date

**COUNTY OF PLACER REVISED COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION**

U-C-10-CANINE PAY

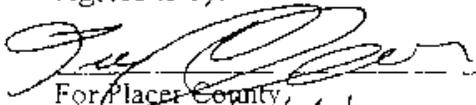
RESUBMITTED MAY 3, 2006

Effective the first full pay period after adoption of this agreement those employees in the Correctional Officer classification, assigned by the Sheriff to the duty of supervision, care and feeding of a canine, as "Canine Handlers", shall receive Canine Pay, as follows:

1. \$225 per month to the "Canine Handler" responsible for, and where the County owns the canine;
2. \$275 per month to the "Canine Handler" responsible for, and who owns the canine;
3. All veterinary care and maintenance of the canine is to be provided at County expense. It is agreed that care and maintenance includes veterinary care necessary to prevent and treat injuries and diseases, and includes annual physical exams and inoculations. County owned canines shall receive veterinary care from a County designated veterinarian. Handler-owned canines may receive treatment from a County designated veterinarian or one of the handler's choosing. Veterinary expenses incurred through County designated veterinarians will be paid by the County through direct billing by the veterinarian. Expenses incurred through a veterinarian of the handler's choice will be paid by reimbursement to the handler for receipted claims, provided that in no event shall reimbursement exceed the amount normally paid to a County designated veterinarian for the same or similar service. Food for the canine will be provided at the expense of the County through an established Blanket Purchase Order and Policy developed by the Sheriff's Department.
4. The County will provide for the replacement of the canine should it be disabled or killed as a result of a line of duty injury or accident at no expense to the handler.
5. Should another bargaining unit be granted compensation amounts greater than those specified in paragraphs 1 and 2 above, the amounts listed in paragraphs 1 and 2 shall automatically be increased to the higher levels granted to the other bargaining unit.

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

Agreed to by:



For Placer County



For Placer Public Employees Organization

Date

5/3/06

COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

8 A 8
U-WC-8B, 8C AND 8E

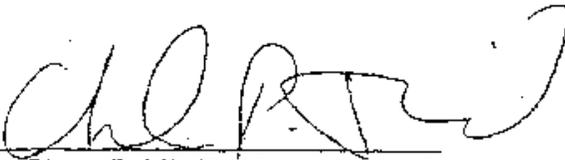
SUBMITTED APRIL 26, 2006

The Parties agree to address the issues raised by the above referenced proposals during the course of these negotiations but in a sub-committee format meeting separate from the main negotiations. It is the intent of the Parties that agreements reached on these issues shall be reduced to writing and recorded as tentative agreements following the procedures established in the Parties' Negotiation Ground Rules. Either Party shall have the right to move unresolved issues being addressed in the sub-committee format to the main negotiation table in an effort to reach tentative agreements.

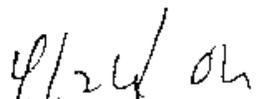
Agreed to by:



For Placer County



For Placer Public Employees Association



Date

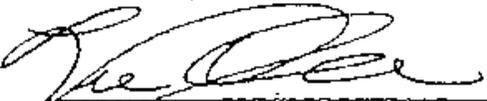
COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-C-21-MEAL PER DIEM WITHOUT RECEIPT

SUBMITTED APRIL 26, 2006

Amend Chapter 2, sections III.1.C & G, and 6.C., of the County Administrative Rules regarding meal reimbursement to do away with the requirement for a receipt for reimbursement of meal costs. Meal reimbursement would instead be done on a non-receipt basis for the actual expenditure, including gratuity and tax, not to exceed the following amounts: Breakfast \$10 (currently \$5 without a receipt, \$10 with), Lunch \$20 (currently \$8 without a receipt, \$15 with), and Dinner \$30 (currently \$15 without a receipt, \$25 with).

Agreed to by:



For Placer County



For Placer Public Employees
Association

4/24/06
Date

5

COUNTY OF PLACER COUNTER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-WC-5-SOCIAL WORKER SAFETY

SUBMITTED APRIL 26, 2006

The County will assign one or more members of its Risk Management Department to study the special challenges associated with ensuring the safety of Social Workers. The Risk Management employee or employees charged with this task will solicit input from Social Workers and shall consider this input prior to issuing any findings and recommendations. Such findings and recommendations will be communicated to department personnel and to the PPEO.

Agreed to by:


For Placer County


For Placer Public Employees Association

4/26/06
Date

B

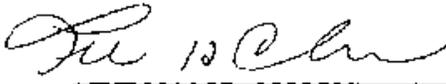
T/A COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION
SHIFT DIFFERENTIAL

SUBMITTED JUNE 15, 2006

Shift Differential

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

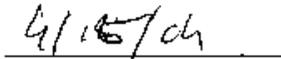
Agreed to by:



For Placer County



For Placer Public Employees Organization



Date

T/A - COUNTY OF PLACER AND PLACER PUBLIC EMPLOYEES
ORGANIZATION U-C-8 WORK BOOTS
SUBMITTED June 15, 2006

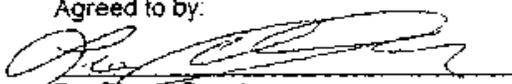
The parties agree to amend Chapter 3.12.020 # 23 to identify classifications eligible for personal equipment purchase as a reimbursement in accordance with the process determined by the Auditor Controller's Office shall include:

Automotive Mechanic
Building Crafts Mechanic
Building Inspector I
Building Inspector II
Bus Driver I/II
Classifications assigned Surveyor duties
Code Enforcement Officer I/II
Communication Technician
Custodian I/II
Emergency Services Specialist I/II
Engineering Technician I/II
Equipment Mechanic
Equipment Operator
Equipment Services Worker I/II
Fleet Services Technician
Hunter Trapper
Maintenance Worker
Master Automotive Mechanic
Master Equipment Mechanic
Parks & Grounds Worker
Senior Building Crafts Mechanic
Senior Building Inspector
Senior Bus Driver
Senior Custodian
Senior Emergency Services Specialist
Senior Equipment Operator
Senior Parks & Grounds Worker
Senior Utilities Service Worker
Supervising Automotive Mechanic
Supervising Building Crafts Mechanic
Supervising Code Enforcement Officer
Supervising Custodian
Supervising Parks & Grounds Worker
Supervising Utilities Service Worker
Utilities Service Worker
Utility Operations Supervisor
Wastewater Plant Operator Grade I/III

Supervising Building Inspector

No more than two pairs of boots will be furnished each year, on an as needed basis. The annual reimbursement by the County shall not exceed \$300 per eligible employee.

Agreed to by:



For Placer County



For Placer Public Employees Organization

4/15/06
Date

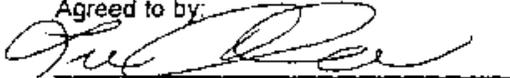
T/A - COUNTY OF PLACER
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

U-C-31 TOOLS
SUBMITTED June 15, 2006

The parties agree to amend Chapter 3.12.020 #13 Tool Allowance to increase the reimbursement to seven hundred fifty dollars (\$750) per year 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.

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

Agreed to by:



For Placer County



For Placer Public Employees Organization

6/15/06
Date

T/A COUNTY OF PLACER PROPOSAL
TO PLACER PUBLIC EMPLOYEES ORGANIZATION

PROBATIONARY PERIOD

SUBMITTED JUNE 15, 2006

Effective for all new hires after January 1, 2008 amend Chapter 3.03.1050(a)(1), Length of Probation to provide a 12 month or 2080 hours (whichever is more) initial probationary period for employees in the General and Professional Units that are currently designated to serve a six month probationary period. If an employee receives an overall rating of "Exceeds Performance Standards" or greater, on his/her six-month performance evaluation, the remaining six months of probation shall be waived and the employee shall be deemed a regular employee.

Agreed to by:



For Placer County



For Placer Public Employees Organization

6/15/06
Date

COUNTY OF PLACER PROPOSAL

TO PLACER PUBLIC EMPLOYEES ORGANIZATION
VACATION AND VACATION CASH OUT

SUBMITTED JUNE 15, 2006

Effective the first full pay period after January 1, 2008, the parties agree to amend Chapter 3, Section 3.04.490 as follows:

3.04.490 When to be taken.

1)

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

B. During the last month of the calendar year seniority shall be the criteria used to determine vacations for the following calendar year. After the one-month sign up period, vacations shall be granted on a first-come first-served basis.

C. Revised written vacation scheduling procedures may be applied as agreed to by a majority of affected employees and the Department Head.

D. The Department Head shall approve, disapprove, or modify a vacation request within ten (10) days of receipt of the request. *or disapprove*

2)

C. General and Professional Units. Unless limited by the terms of Chapter 3.04.540 Family Care and Medical Leave, 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.

3) Vacation Cash Out

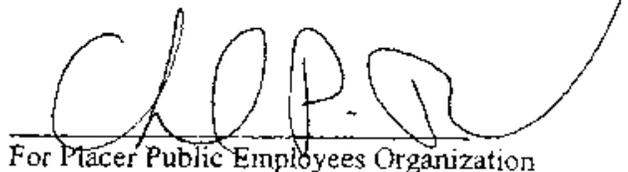
Once per fiscal year, any employee with a vacation balance of 300 hours or more may request to cash out up to 40 vacation hours at his/her base hourly rate which shall be defined as the hourly rate on the salary schedule plus any longevity pay.

Agreed to by:



For Placer County

6/15/06
Date



For Placer Public Employees Organization