

COUNTY OF Placer

AND

Placer Public Employees Organization (UNION)

MEMORANDUM OF UNDERSTANDING

7/01/2010 to 6/30/2011



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PREAMBLE

This Memorandum of Understanding (MOU) is between the County of Placer ("County") and the Placer Public Employees Organization ("UNION"), an exclusively recognized employee organization, to capture all past agreements between the parties that are still applicable and active as of the effective date of the current MOU. This MOU is intended to include those collectively bargained agreements that have been ratified by the UNION membership and formally approved by the Placer County Board of Supervisors, as well as provisions of settlement agreements that have the same force and effect of collectively bargained agreements.

If a provision is not included in the MOU then it is presumed not to be an applicable or active collective bargaining provision. Although not included herein, otherwise legally sufficient "past practices", applicable provisions of law (including the Placer County Code), and the provisions of the County Employer-Employee Relations Policy have the same force and effect as they did prior to adoption of the MOU. Use of language in the MOU that is different from the language used in the source documents used to create the MOU is not intended to modify the meaning of any collectively bargained provision and the meaning as originally intended will control.

Article 1 - UNION RECOGNITION

1.1 RECOGNITION

The County recognizes the UNION as the sole and exclusive bargaining agent of all the employees covered by this agreement in the General and Professional Unit, for the purposes of collective bargaining and the handling of all matters within the scope of this agreement. This County further agrees to bargain collectively only with duly authorized representatives of the UNION.

1.2 Employees Covered by this Agreement

The term "employee" as used in this agreement shall mean all employees of the County except those considered "exempt." Management, Confidential staff, and student trainees shall be considered "exempt" employees and, as such, are not subject to the provisions of this Agreement.

1.3 Management Cap

The number of employees eligible for Management Team status (Unrepresented) shall be ten percent (10%) of the county workforce.

ARTICLE 2 – Agency Shop

2.1 Agency Shop. Introduction.

The parties agree to the implementation of Modified Agency Shop, requiring all new employees to become a member of UNION or pay an Agency Fee. If an employee hired before the effective date of:

- a. Modified Agency Shop is laid off, upon re-employment that employee would not be required to join UNION or pay an Agency Fee.

2.2 Indemnity.

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

2.3 Agency Shop.

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

- a. Grandfathered Employees. A probationary or permanent employee who is employed on or before August 23, 1991, and had duly authorized membership dues deductions in effect, shall maintain said dues deduction and UNION membership for the term of the MOU. However, an employee may revoke said membership and authorization for dues deduction in writing and directed to the Auditor-Controller, Payroll Division during the last thirty (30) calendar days of the MOU. Said revocation shall take effect beginning the first day of the next full pay period following expiration of the MOU. The County shall provide UNION with a listing of those who have terminated dues deduction.
- b. New Employees. Probationary or permanent employees hired after August 23, 1991, into a classification covered by this MOU, shall as a condition of employment authorize payroll deductions for one of the following: UNION Membership Dues, or an Agency Fee ("fair share fee"), or upon receipt of a written statement from a bona fide/recognized religious organization, which has as part of its canons or principles the objection to UNION support, the County shall deduct a charitable contribution to equal the Agency Fee. Said charity to be a non-religious, non-labor charitable organization that meets the IRS 501(c)(3) exemption from taxation requirement. An employee who opts for UNION membership dues shall not be permitted to change or terminate such deduction. At any time with

proper authorization, an employee who opts for Agency Fee shall be permitted to change to UNION membership dues but not to a charitable contribution. An employee who opts for a charitable contribution shall be permitted to change to an Agency fee or UNION membership dues. The County agrees to make a good faith effort to advise UNION, within ten (10) working days of commencement of employment, of all new employees.

2.4 The Agency Fee:

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

- a. **Objection to Agency Fee.** An employee who is subject to the payment of an agency fee shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employee's additional pro rata share of expenditures by UNION that is in aid of activities or causes of a partisan political or ideological nature, or that is applied towards the cost of benefits available only to members of the UNION, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the Memorandum of Understanding. Prior to an employee having any obligation to pay an agency fee hereunder, the UNION must have given sufficient financial information to such employees to allow them to gauge the propriety of the agency fee. This information must be updated by UNION and provided to employees and the County at least annually. The financial information must itemize and adequately describe all categories of expenses, and the information must be verified as complete and accurate by a qualified independent auditor. The information must cover local expenditures as well as any uses made by county, state, national and international organizations with which UNION is directly or indirectly affiliated and to whom UNION transmits a portion of its dues and/or agency fee funds. UNION shall make available, at its expense, an expeditious administrative appeals procedure to employees who object to the payment of any portion of the agency fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by UNION and the objecting employee(s). A copy of such procedure shall be made available by UNION to UNION member employees and the County.

2.5 Unpaid Leave

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

ARTICLE 3 – UNION RIGHTS/MANAGEMENT RIGHTS

3.1 Personnel file—Employee review

The appointing authority shall, at reasonable times, upon the request of an employee, permit that employee to inspect his/her employee's official personnel file in the personnel department.

3.2 Employee departmental personnel files

Right to Examine File: Each employee shall have the right to examine his or her departmental personnel file, provided, however, that such employee shall give reasonable advance written notice of such request.

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

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

Performance Appraisals: The provisions of this section shall be applicable to performance appraisals, provided, however, that the right to read sign and file written response shall be applicable to both favorable and unfavorable entries.

3.3 Use Of County Property Or Equipment

Inter-Office Mail: The UNION shall be authorized to use County inter-departmental mail for routine correspondence and for distribution of material authorized to be posted on appropriate bulletin boards, provided, however, that such mail shall not be used for the distribution of employee material pertaining to a major labor dispute such as a strike.

3.4 Union Release Time:

Each UNION Executive Board Members shall be granted a reasonable amount of release time per month to conduct Organizational business.

All members of the bargaining team shall be released without loss of compensation for the purpose of preparation and bargaining sessions.

Stewards shall be released without loss of compensation for the purpose of accompanying the Business Representative when meeting with management.

3.5 Employee Orientation

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

3.6 County Rights

Right to Manage: The County retains the exclusive right, subject to and in accordance with applicable laws, the County Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement,

- (a) to direct employees in the performance of their duties;
- (b) to hire, promote, transfer and assign employees;
- (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions;
- (d) to discipline employees in accordance with applicable Rules;
- (e) to dismiss employees because of lack of work or for other reasonable cause;
- (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and
- (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 - WORK HOURS

4.1 Work required of employees

Except as may otherwise be provided, an employee who occupies a full-time, permanent position shall work forty (40) hours, five (5) eight hour (8) shifts in each workweek.

General Unit Employees Subject to FLSA 7J Exemption. Employees subject to the FLSA 7J exemption shall be on an eight-hour day, eighty (80) hour work period for purposes of overtime.

General Unit Employees Subject to FLSA 7K Exemption. Employees subject to the FLSA 7K exemption shall work on a twenty-eight (28) day work period for purposes of overtime.

Breaks

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 (15) minute breaks for work days that consist of eight, nine or ten (10) hour shifts, and three fifteen (15) minute breaks for employees on twelve (12) hour shifts). If not taken, such rest period is waived by such employee.

4.2 Extended Work Assignments

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

4.3 Impact of Daylight Savings Time

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

4.4 Alternative Work Schedules

Approval of Alternative Schedules departments may allow their employees to utilize a work schedule other than the usual 8: 00 A.M. to 5:00 P.M. schedule so long as this does not conflict with and is in conformance with the following policies:

- a. When utilizing an alternative work schedule the definitions in Section 4.6 of the Administrative rules shall apply. There shall be as little variation as possible, in the interest of simplicity, consistency and efficiency.
- b. After consideration of employee input, a department head may authorize alternative work schedules in addition to the usual 8-5 schedule. It is preferable, however, that only one type of work schedule, alternative or otherwise, be used in a work unit an office.
- c. If an office wishes to deviate from the usual work schedule and employ an alternative, any such change must first be submitted to the County Executive Office for approval before being implemented.
- d. The parties agree that the County Executive Office will strongly encourage the use of 10 hour work shifts for office staff in the jail. Further, the parties agree that the County shall encourage the Management Team to strongly consider alternative work schedules as a viable option in their operational and staffing decisions.

4.5 Jail 10 Hour Shifts

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

4.6 Changes To Work Schedules

A change in an employee's work schedule shall be deemed overtime unless the appointing authority shall provide the employee concerned with at least seven calendar days' advance written notice of the change in work schedule.

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

4.7 Work Assignments

9-80 Schedule. The work schedule or RDO of an employee on a 9-80 alternative work schedule may not be changed to accommodate holiday work schedule issues.

Employees on alternative work schedules shall be required to use leave balances when a holiday falls on a regular scheduled work day to make up the difference between the holiday hours and the number of hours he/she would normally have worked. The only exceptions to this provision are: the employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours; or the employee works on the holiday and requests, in writing, to use hours worked, applied at straight time, to his/her regularly assigned number of hours.

4.8 Correctional Officers Seniority System

A seniority system, based on time in class, shall be established and maintained for Placer County Correctional Officers I and II. This system, which shall be administered in the same manner as for Sheriff's deputies, shall be the basis for shift assignments, vacation scheduling, and may be considered when making special duty assignments. The appointing authority may at any time transfer any employee under his or her jurisdiction to another position in the same class.

4.9 Extended Shift 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.

4.10 Holding More Than One County Position

No full-time county employee shall be permitted to hold any other full-time, part-time, intermittent, or seasonal employment with the county of Placer, provided, however, that:

- a. Sheriff's reserve activities shall be permitted by FLSA exempt employees;
or
- b. Employees who are on "sick leave-early retirement," as referenced in section 5.9 b of this agreement, may work extra help in the department from which they retired for up to eighty (80) hours. They may work an additional eighty (80) hours with the permission of the personnel director; any extension beyond one hundred sixty (160) hours shall require concurrence of the civil service commission.

The provisions of subsection a of this section shall not be construed to prevent extra employment outside of county service.

The words "full-time, part-time, intermittent, or seasonal employment" shall have the meaning assigned by this section.

4.11 Legal Appearance

Any officer or employee who is subpoenaed to appear in court to provide testimony relating to his or her county employment, and who does so during working hours shall receive his or her regular pay for such time as is necessary for appearance on the subpoena, provided:

- a. In a civil matter, he or she requests witness fees at the time of service of the subpoena or, if not possible at that time, requests such fees before, at or promptly after the time of appearance on the subpoena;
- b. In a criminal matter, he or she requests the attorney for the party causing the subpoena to be served to request the court to order payment of witness fees;
- c. Upon receipt of any witness fees, he or she reimburses the county the amount of such fees, except as provided herein.

As used in this section, subpoena means any document which summons an officer or employee to court, deposition, or other legal proceeding to appear as a witness, the appearance in response to which entitles the witness to fees pursuant to law.

It shall be the responsibility of the county counsel to aid and assist the employee in securing the witness fees provided for in subsections a and b of this section.

4.12 Search and Rescue

Any county officer or employee may, with the consent of his or her department head, participate in search and rescue activity conducted by the sheriff's search and rescue unit during regular working hours. Such employee so participating shall receive his or her regular pay for such time as is necessary within the regular work period. The department head shall not grant approval for such participation by employees funded by a fund other than the general fund for such search and rescue time.

4.13 Work Out-Of-Class

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

Individual employees maybe certified by the personnel department as being eligible for work-out-of-class pay when so assigned by the appointing authority or designate of that appointing authority.

Procedure.

- a. Positions will be eligible for out-of-class pay when work conditions warrant. Other positions shall be considered as current developments cause out-of-class assignments.
- b. The personnel department shall verify that employees in certain positions are eligible to receive out-of-class pay.
- c. An out-of-class assignment shall be made by a personnel action form:
 - i. When the position is vacant due to absence of the incumbent when ill, on vacation, or other valid reason.
 - ii. When work loads necessitate the assignment of employees to supplement a specific position or perform new assignments.
- d. An out-of-class assignment for training purposes may be excluded from out-of-class compensation, provided such training purposes can be adequately demonstrated.

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

- a. No out-of-class compensation will be considered or paid for assignments of two workdays or less.
- b. Additional compensation for working out of class shall be no less than a minimum of five percent or exceed a maximum of fifteen (15) percent.
- c. Out-of-class pay may be approved by the appointing authority for up to fourteen (14) days; from fifteen (15) days up to and including one hundred eighty (180) days requires approval of the personnel director. Any extension beyond one hundred eighty (180) days shall require the concurrence of the civil service commission.

The personnel department shall hear any contention that an employee is actually working out of class.

In the event of an adverse decision by the personnel department, the employee concerned and/or his or her employee representative shall have the right to appeal such decision to the civil service commission.

4.14 Transfers Assignment

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

4.15 Overtime

It is the general policy of the county to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with efficient operation, and shall only be used to cover emergencies or where working employees overtime is more economical than adding regular or extra help employees. Extra help shall be used to

cover seasonal peak workloads, emergency work loads of limited duration, necessary vacation relief, paid sick leave, and situations involving a fluctuating staff.

An appointing authority shall have the right, subject to the provisions of this section to require that an employee work overtime.

All hours worked in excess of eight (8) in any one work day or forty (40) hours in a work week shall be compensated at the appropriate rate of overtime pay.

A change in an employee's work schedule shall be deemed overtime unless the appointing authority shall provide the employee concerned with at least seven calendar days' advance written notice of the change in work schedule.

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

When overtime necessary to provide essential county service has been authorized by the department head, each employee working overtime shall submit to his or her department head a written statement within one working day, stating:

- a. His or her name;
- b. The date and hours overtime worked; and
- c. The nature of the service performed during such overtime.

Overtime shall be compensated for in pay or compensatory time off at one and one-half time such employee's regular rate.

4.16 Duty of department head—Reports and records

It shall be the duty of each department head to arrange the work of the department so that employees normally shall work no more than forty (40) hours in any workweek or, in the case of employees on a 9/80 program, eighty (80) hours in each two-week pay period.

Each department head shall draw up a schedule of days off for all full-time employees under his or her jurisdiction and it shall be posted in a conspicuous place and also filed with the county executive.

Each department head shall make a reasonable effort to distribute overtime work equally among all employees capable of performing the work.

4.17 Appeal for disallowance of overtime

Disallowance by the county executive of any overtime request may be appealed by filing a written notice of appeal with the clerk of the board within five working days of notice of such disallowance.

4.18 Overtime—Call-back duty

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

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 one hour at one and one-half times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the county without being required to physically return to work.

When an employee is required to appear in court in connection with his or her work, on his or her day off, such employee shall be entitled to overtime. The minimum overtime to which such employee is entitled shall be three hours at time and one-half.

When an employee is scheduled for a court appearance on his or her day off and the court appearance is cancelled after six p.m. the day prior to the scheduled appearance, he or she shall receive two hours' pay at their overtime rate

4.19 Consecutive shifts

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

4.20 Compensatory Time Off

Overtime shall be compensated for in pay or compensatory time off at one and one-half time such employee's regular rate.

Subject to the provisions of subsections of this section, overtime earned may be paid in cash or taken in the form of compensatory time off at the option of the employee. Compensatory time off may be taken at any time with the prior approval of the department head or designee; however, if the requested time off is denied, the employee may request payment in cash in lieu of the denied compensatory time off. The department head or designee will approve the request in compliance with the

FLSA. The employee's request to use accumulated CTO will be permitted within a reasonable time unless such use would unduly disrupt the operations of the department. It is the department head's responsibility to assure that all CTO accumulated within the county's fiscal year by an employee shall be taken within that fiscal year. All accumulated CTO in excess of eighty (80) hours at the end of pay period 1, after adjusting the balance for any hours earned or used during that same pay period, shall be paid in cash.

Notwithstanding the provisions of subsection of this section, an employee may request that additional compensatory time off hours be carried over into a new fiscal year, if necessary, for medical reasons. Such request may be granted if recommended by the department head and approved by the county executive officer. The county executive officer may also approve such requests for good cause other than a medical leave of absence.

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

4.21 Overtime Pay

ACORN Implementation- 40 hour workweek. County will prospectively change the ACORN payroll system so that the method of calculating overtime based on the regular rate of pay for the UNION members will produce the overtime pay as close as practicable to the overtime pay calculation used in the County's payroll system prior to implementation of ACORN. The difference in the overtime pay between the two systems will reflect that the method of calculating the regular rate of pay is based on a forty (40) hour workweek, prospectively, rather than the eighty (80) hour methodology used for many years prior to implementation of ACORN. The UNION acknowledges that the prospective change in methodology may have the effect of causing some employees to receive less pay than under the ACORN methodology that was implemented on 6/12/04 and agrees to the use of this methodology.

4.22 Overtime limit—Sixteen hours/pay period—Forty hours cumulative

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

4.23 Corrections Officer Overtime Bid Procedure

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

4.24 Exclusions from Overtime- Deputy District and Child Support Attorneys

No officer or employee designated as management, in the classification series of deputy district attorney or child support attorney, and who is eligible for administrative leave, shall be allowed overtime compensation in the form of pay at a time-and-a-half rate. Nothing herein shall be deemed to preclude adjustment of working hours at a straight time rate for such persons called on to work in excess of normal working hours. Employees designated as confidential who do not receive administrative leave shall be entitled to overtime compensation in the form of pay or CTO at a time-and-a-half rate.

4.25 Travel time while on official county business

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.

Travel time in excess of that traveled to the employee's 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 employee's customary work hours. The above notwithstanding, travel time occurring on an overnight trip outside the employee's 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

4.26 Overtime—Stand-by duty

Stand-by duty requires the employee so assigned:

- To be ready to respond to calls for his or her service; and
- To be reachable by telephone or radio; and

To refrain from activities that might impair his or her ability to perform his or her assigned duties.

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

Effective December 19, 1999, stand-by duty shall be compensated at a flat rate of twenty-one dollars (\$21.00) for weekdays and twenty-four dollars (\$24.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned.

Stand-by duty and stand-by compensation shall not be deemed overtime compensation for purposes of this Section.

ARTICLE 5 - LEAVES

5.1 Holidays

The following are declared (paid) holidays:

- a. New Years Day
- b. Martin Luther King Jr. Day, (Third Monday in January)
- c. Lincoln's Day, (February 12th)
- d. President's Day (The third Monday in February),
- e. Memorial Day (Last Monday in May),
- f. Independence Day (July 4th,)
- g. Labor Day (First Monday in September),
- h. Columbus Day (Second Monday in October),
- i. Veteran's Day (November 11th),
- j. Thanksgiving Day,
- k. The day following Thanksgiving Day, and
- l. Christmas Day.

For declared holidays falling on a Saturday, employees shall be entitled to a holiday the preceding Friday. For declared holidays falling on a Sunday, employees shall be entitled to a holiday the following Monday.

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

5.2 Holiday Administration

County holidays will be administered according to the following provisions:

- a. A declared holiday constitutes eight working hours granted as time off with pay for full-time employees. Part-time employees' holiday hours shall be pro-rated on the basis of his/her standard/scheduled hours to a 40-hour week. Rounding will occur to one decimal place. Example: $29 \text{ standard hours} / 40 \text{ hour week} = .725 \times 8 = 5.8 \text{ hours holiday hours off with pay.}$
- b. When an employee works on a county holiday regardless of whether the day is the employee's regular work day or RDO, the employee shall be entitled to overtime compensation, or compensatory time off for actual hours worked in addition to holiday pay. Example: A full-time employee who works eight hours on a holiday would receive eight hours of overtime at time and one half of his/her base hourly rate in addition to eight hours of holiday pay paid at his/her base hourly rate of pay; or two and one half times his/her base hourly rate. A part-time employee who works on a holiday shall be entitled to either holiday overtime, or compensatory time off regardless of the number of hours he/she has worked in the holiday week.

- c. For County holidays falling on a full-time employee's RDO for employees working other than a normal Monday through Friday schedule (i.e. 9-80, 4-10, etc.) such employees shall have an additional eight hours credited to his/her holiday credit account.
- d. If an employee works on a holiday on what would have been an employee's regular work day, the earnings received for working on the holiday, up to a maximum of 8 hours, is a PERS-able earning reported as special compensation ONLY when working on the holiday is not discretionary due to the business being performed, i.e., Jail, Dispatch, Wastewater Treatment Plant, ACCESS, etc. This provision will be monitored for compliance with the Public Employee's Retirement System's (PERS) requirements. Any hours worked over 8 on a holiday are considered regular overtime and not reportable to PERS. An employee who works on a holiday at the discretion of the supervisor or manager is not eligible to have the compensation reported to PERS as special compensation.

5.3 Sick Leave

In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled work day of an employee working a 9-80 pay period involving more than an eight hour work day, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of a 4-10 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. The appropriate number of hours shall be charged against an employee's sick leave balance for any other work day alternative. For example, an additional four hours' sick leave shall be charged for full-time employees on 12 hour shifts.

Part Time Employees. A part-time employee shall be paid for County holidays that fall on his/her normal day off, at their base hourly rate of pay, in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee unless he/she requests, in writing that the holiday hours be added to his/her holiday credit account. If the pro-rated paid holiday hours result in the employee receiving less pay than he/she would normally be scheduled to receive during a holiday week, his/her vacation, or holiday credit or compensatory time off balance will be charged for the additional hour(s), unless the employee requests, in writing, that his/her leave balances not be used. Vacation, holiday credit or compensatory time off cannot be used to pay a part-time employee for more hours than he/she would normally receive. A supervisor may adjust a part-time employee's work schedule during a holiday week with five (5) calendar days advance notice so that the employee does not receive more paid hours than he/she would normally be paid.

Paid Status. An employee must be in a paid status on his/her regularly scheduled work day preceding a holiday to be eligible to receive paid holiday hours.

Holiday Credit Bank Use. Any request to use holiday credit banked for personal time off must be made at least 48 hours in advance. Holiday credit banked hours may be used for integration with either State Disability Insurance (SDI) and/or Workers'

Compensation (WC) benefits. Any holiday credit banked hours in excess of forty (40) hours not used by the end of pay period 1, after adjusting the balance for any hours earned or used during the same pay period, shall be paid in cash. Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employee's final paycheck.

5.4 Administrative Leave

During the first full pay period of the calendar year, full-time employees will be credited with eight hours floating holiday. Hours shall be pro-rated for part-time employees using the following formula: Part-time employees' holiday hours shall be pro-rated on the basis of his/her standard/ scheduled hours to a 40-hour week. Rounding will occur to one decimal place. New employees who are not able to complete six months (1040 regular pay equivalent/straight time hours) prior to December 31st, shall not be eligible for any floating holiday in the year he/she is hired.

Floating holiday must be taken in full-day or half-day (four hours or pro-ration for part-time employees) increments. Any request to use floating holiday in full-day or half-day increments will be suspended for the purposes of integrating paid leave with State Disability Insurance and Workers' Compensation benefits when requested in writing by the employee. Any request to use floating holiday hours must be made at least 48 hours in advance. Management will make every effort to allow employees to take the time off at their choosing.

Employees are responsible for using their floating holiday before the end of each calendar year. Any floating holiday not used by the last full pay period in a calendar year will be rolled over to the next year. However, as of the first full pay period of each year, only two floating holidays (16 hours maximum) will be available for that calendar year.

Employees may not elect pay in lieu of taking a floating holiday. An employee may use a floating holiday as the employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck.

5.5 Parental Leave

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

Paternity Leave: An appointing authority shall grant up to 45 days leave if requested by the affected employee. This section does not prohibit an appointing authority from approving Leaves in excess of 45 days.

5.6 Military Leave

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

5.7 Sick Leave, Personal and Family

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

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

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

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

- a. Unused sick leave with pay may be accumulated from year to year.
- b. Probationary Employees. All permanent full-time and part-time employees shall be allowed to use accrued sick leave as earned whether or not on probationary status.

Pregnancy, in and of itself, shall not be grounds for granting sick leave with pay. Illness accompanying pregnancy, but not a normal condition thereof, and supported by a physician's certificate, shall be considered grounds for sick leave with pay.

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

5.8 Sick leave—How taken

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

- a. It shall not be allowed, or taken, until earned.
- b. It may only be granted upon the approval of the appointing authority.
- c. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour

workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of an 8/80 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. The appropriate number of hours shall be charged against an employee's sick leave balance for any other workday alternative; for example, an additional four hours' sick leave shall be charged for full-time employees on twelve (12) hour shifts.

5.8 Evidence of illness

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

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

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

5.9 Termination of employment

Employees leaving the county service in good standing with more than one year of continuous service may, upon request, be paid the monetary value of the earned sick leave, subject to the following provisions.

"Good standing," as used in this section means employees who gave the required minimum two weeks notice and who have not been discharged for cause. It shall also mean employees who have been laid off.

Upon return from lay-off, an employee shall have the right to "buy back" the total hours of accrued sick leave by reimbursing the county in full for the proceeds received by him or her at the time of layoff. All hours lost under any subsection of this section shall be restored at the time of layoff. All hours lost under any subsection of this section shall be restored at the time of reemployment. In any event, an employee laid off with twenty-four (24) days or less of accumulated sick leave shall be credited with those hours upon reemployment within two years.

The benefits granted hereunder shall not become a vested right of any employee, but rather are subject to amendment in the same manner as all other provisions relating to compensation.

The provisions of this section shall apply to all accrued sick leave whether earned before or after February 8, 1969.

Employees receiving compensation under this section shall not be eligible for reinstatement within thirty (30) days after effective date of termination.

Notwithstanding any other provisions of this section, if an employee dies prior to discharge for cause and prior to layoff, one hundred (100) percent of the employee's accrued sick leave shall be payable to that person(s) who was dependent upon the deceased employee at the time of the illness or injury resulting in the employee's death.

Except as otherwise provided in this section, any Bargaining Unit Member, retiring from county service and eligible to receive State Employee Retirement System benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable. To receive the pay off as follows:

- a. No pay shall be given for the first twenty-four (24) days of sick leave in the employee's account; the remaining time shall be paid for at a rate of fifty (50) percent of the hourly pay rate of such employee at the time of his termination. No employee shall receive more than two thousand dollars (\$2,000.00) for such unused sick leave. Part-time employees shall receive pay for the days of sick leave that is represented by the proportion of their scheduled hours to a forty-hour position. For example a half-time employee would receive no pay for the first twelve (12) days of sick leave in the employee's account; or
- b. Effective December 26, 2003 at 5:01 p.m., employees covered by the CalPERS Miscellaneous Retirement Plan may convert accumulated unused sick leave to Ca1PERS service credit pursuant to Government Code Section 20965; or
- c. If requested by the retiree, one month of paid group insurance will be provided for each day of unused accrued sick leave. This does not apply to the supplemental life, vision, or dental programs. However, if the retiree's base hourly rate times eight exceeds the retiree's share of the cost of one month of retiree's health insurance, then the actual dollar value of the retiree's hourly rate will be applied to purchase retiree's health insurance.

Any correctional officer or correctional sergeant retiring from county service and eligible to receive State Employee Retirement System benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable:

If requested by the employee all or part of the employee's accumulated sick leave balance on record at the end of pay period 12, November 24, 2006 at 5:00 p.m., may be used to apply toward an early retirement on a day-for-day basis (e.g., an employee retiring at sixty-five (65) on December 31st, and having ten (10) days of accumulated sick leave may leave ten (10) working days before December 31st, and draw full compensation until December 31st); however, sick leave used to apply toward an early retirement, under this subsection, shall not be subject to any additional vacation or sick leave accruals. No sick leave earned beyond pay period 12, November 24, 2006, at

5:00 p.m., may be used to apply toward the early retirement benefit. However, if an employee's balance falls below the accumulated sick leave balance on record as of pay period 12, November 24, 2006, at 5:00 p.m., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit.

If requested, correctional officers or correctional sergeants may either cash out their accumulated sick leave or have the cash value of sick leave deposited into their deferred compensation account(s) subject to the annual IRS limitations. The sick leave cash out schedule will be as follows: (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 percent cash out up to a maximum of one hundred (100) percent of the accrued balance (twenty (20) years). If the employee chooses the option of having the cash value of his or her sick leave hours deposited into his or her deferred compensation account, and the employee's sick leave hours balance value is greater than the IRS annual deferred compensation limitations, the excess over the limitations will be cashed out.

5.10 Probation Officers I/II/Senior/Supervising

If requested by an eligible employee, all or part of the employee's accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at 5:00 p.m., may be used to apply toward an early retirement on a day-for-day basis. No sick leave earned beyond pay period 3, July 23, 2004 at 5:00 p.m. may be used to apply toward the early retirement benefit. Under this subsection, sick leave used to apply toward an early retirement shall not be subject to any additional vacation or sick leave accruals. However, if an employee's balance falls below the accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at 5:00 p.m., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit.

All sick leave accrued prior to July 23, 2004 at 5:01 p.m. may be cashed out at the employee's option, in accordance with the following sick leave cash out schedule, and all sick leave earned beyond the balance on record of the first day of pay period 4, beginning July 23, 2004 at 5:01 p.m., will be cashed out as follows:

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

5.11 Vacation Leave

Full-time employees.

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

General, and Professional Units.

Years of Service	Earned Per Hour*
0—4	.0577 as to employees hired on or before December 31, 1972
0—2	.0385 as to employees hired after January 1, 1973
3—4	.0461 as to employees hired on or after January 1, 1973
5—9	.0577
10—19	.0769
20 and more	.0962

Note:

* Per year equivalents are:

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

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

Effective 5:01 p.m., December 29, 2000, a fulltime employee with less than ten (10) continuous years of county service shall not have in his vacation account more than four hundred (400) hours. Part-time employees shall not have a percentage greater than that which their work hours bear to a full-time position. Half-time employees, for example, shall not have more than two hundred/two hundred sixty (200/260) hours.

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

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. For Bargaining Unit members, the department head or designee shall approve, disapprove or modify a vacation request within ten (10) days of the receipt of the request,

During the last month of the calendar year seniority shall be the criteria used to determine vacations for the following calendar year, After the one-month sign up period, vacations shall be granted on a first-come first-served basis. For Bargaining Unit members revised written vacation scheduling procedures may be applied as agreed to by a majority of affected employees and the department head.

Subject to any limitations in Section 5.5, 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.

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

5.12 Termination of employment

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

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

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

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

However, the vacation cash out provision of Section 5.11 is temporarily modified as follows: From June 6, 2009, through June 4, 2010, employees will not be allowed to cash out their vacation hours. In consideration of this modification, the vacation accrual cap for Bargaining Unit Members will increase by 40 hours. The accrual cap will revert back to the previous accrual cap in FY 2010-11. At that time, vacation hours in excess of the accrual limit will be cashed out by the Auditor Controller in the first or second pay period that posts to that fiscal year and will not count against the annual vacation cash out provision for FY 2010-11

Permanent Bargaining Unit Members shall be entitled to voluntarily donate vacation hours to another Bargaining Unit Member, based on the following criteria:

- a. To be eligible, an employee or immediate family member, as defined in Section 5.7, must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.
- b. Donations to be made to specified individuals only.
- c. The person receiving the donated hours must have obtained permanent employment status with Placer County.
- d. Donated vacation hours must be in increments of one hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Example: Employee A is at ten dollars (\$10.00) per hour and donates one hour to Employee B who is making five dollars per hour, then Employee B would be credited with two hours of sick leave. Conversions for crediting will be rounded to the nearest one-half hour increment.
- e. Once donated to an individual, vacation hours cannot be reclaimed by donor. Example: A donates five vacation days to B. B needs to use only four days, and then returns to work. That remaining day is B's to keep-it does not revert to A's vacation account.
- f. When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave time.
- g. The maximum time that may be initially donated into an employee's account is one thousand forty (1,040) hours. Additional time may be donated in amounts not exceeding one thousand forty (1,040) hours to a maximum of four thousand one hundred sixty (4,160) hours (equivalent to two years full-time employment). To be eligible to receive more than the original one thousand forty (1,040) hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.
- h. In no event shall donated time have the effect of altering the employment rights of the county or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- i. The UNION will be responsible for securing donations to the sick leave accounts.

District Attorneys and Child Support Attorneys. Beginning July 2001, in-lieu of overtime compensation, employees designated as Deputy District Attorneys or Child Support Attorneys shall receive a total of seventy-two (72) hours of administrative leave at the beginning of each fiscal year. Persons appointed to Deputy District Attorney or Child Support Attorney positions after the start of a fiscal year will receive administrative leave on pro-rated basis for the pay periods remaining in that fiscal year. Designated employees terminating County employment will receive a pro-rated amount of administrative leave based upon the number of pay periods completed that fiscal year. Employees, who have utilized all their administrative leave and then terminate their employment or are removed from the classification of Deputy District Attorney or Child

Support Attorney, will have a pro-rated amount deducted from their final pay warrant. Such employees may elect to utilize any administrative leave to their credit for paid leave or may receive cash payment for such administrative leave at the regular hourly rate. Usage of administrative leave for paid leave shall be subject to the same limitations as the use of vacation leave, except that no minimum period of employment shall be required before administrative leave may be so utilized or cash payment requested by the end of each fiscal year. All administrative leave shall be taken as paid time off or paid in cash by the last day of the last full pay period of each fiscal year.

5.13 Bereavement Leave

Sick leave absences with pay because of death in the employee's family, as defined in Section 5.7, shall not exceed five days for each instance.

Where an employee has less than three days accumulated sick leave and/or vacation, the employee may take up to three days leave without pay because of a death in the employee's family, as defined in Section 5.7.

5.14 Educational Leave

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

- a. The subject classification must have as a condition of continuing employment with the county a license or registration required by the state of California, or other authorized agency.
- b. The license or registration must have as a condition to maintain the license or registration that the incumbent participate in continuing education.
- c. Registered nurses shall be entitled to twenty-four (24) hours per year; pharmacists shall be entitled to fifteen (15) hours per year for the program of their choice, and licensed vocational nurses shall be entitled to thirty (30) hours every two years.
- d. The hours shall not be cumulative from one year to the next.
- e. Applications for paid continuing education leave shall be made to, and shall be subject to scheduling approval by the appointing authority.

ARTICLE 6 – Compensation

6.1 Current Salaries

Salaries. The current agreed upon salary schedule is contained in attachment A, on the Personnel Department's website (<http://www.placer.ca.gov>) and on the Placer County Personnel v:/ drive.

6.2 General Wage Increases

6.3 Differential

A minimum ten percent (10.0%) differential will be maintained between supervisor and subordinate classifications. Any disputes as to whether a classification should be subject to the differential shall be decided by the Personnel Director.

6.4 Longevity

Effective December 23, 1994, and continuing thereafter, all permanent employees meeting the following criteria shall receive a one-time five percent increase in their then current salary, which shall be referred to as a "longevity step." Each permanent employee who has been at step 5 of their salary grade for five or more years shall receive a five percent increase in their then current salary. The five-year period shall be calculated based upon each such employee's anniversary date of continuous service at step 5. Once such a longevity step increase has been provided to an employee within one classification, that employee shall have no further right to a longevity step increase, regardless of subsequent and continuous years of service at step 5 of his or her salary grade within that same classification.

Probation Officer series employees who, as of April 21, 2008, were eligible for and receiving 20 year and/or 10 year Longevity pay under the DSA MOU and Placer County Code section 3.12.060.B, will continue to receive said pay in a grandfathered status unless a different agreement is reached in the future. All other probation officer series employees will follow the UNION longevity provision of this Section.

6.5 Architect Certificate of Registration

All employees in the Architect, Architect – Senior Architectural Assistant I or Architectural Assistant II class shall be paid at the corresponding step of the next higher salary grade upon presentation of the Certificate of Registration as a Licensed Architect issued by the California State of Architectural Examiners

6.6 Canine Pay

Effective November 25, 2006, those employees in the Correctional Officer classification, assigned by the Sheriff to duty of supervision, care and feeding of a canine, as "Canine Handlers", shall receive Canine Pay, as follows:

- a. \$225 per month to the "Canine Handler" responsible for, and where the County owns the canine;
- b. \$275 per month to the "Canine Handler" responsible for, and who owns the canine;
- c. 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.
- d. 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.
- e. 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.

6.7 CERT Team Correctional Officers

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

6.8 Civil Engineers Certificate of Registration

Employees in the class of Associate or Assistant Engineer shall be paid at the corresponding step of the next higher salary grade upon presentation of the Certificate of Registration as a Civil Engineer issued by the California State registration for Civil and Professional Engineers.

6.9 Inmate Oversight Pay

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

- a. They are so are assigned by the appointing authority;
- b. The appointing authority determines that their regular work assignment requires the coordination, oversight, supervision and/or management of inmate workers for a minimum of 50% of their assigned work hours on a regular basis;
- c. Where such oversight is not an incumbent part of their working conditions (such as in the Probation Department and/or Sheriff's Office or Jail except for the Building Crafts Mechanic or Equipment Services Worker series);
- d. Where the quality and quantity of the work performed can be enhanced with the dedication of inmate work crews;
- e. Inmate oversight pay will only be applied to those hours actually worked in performance of the duties described herein; and
- f. Departments utilizing an inmate work force shall be limited as to the number of positions authorized to receive inmate Oversight Pay as determined by the County Executive's Office. Consideration by the Department Heads shall be given to:
 - i. Staff which regular work assignments meets the criteria identified above;
 - ii. Projects that may involve remote work sites and/or alternative work schedules, including weekends and/or events;
 - iii. Projects that may be short term in nature involving consistent use of inmate work crews such as State Fair, County Fair or other County events; or
 - iv. Other projects in which the best interests of the County are met by utilizing an inmate work crew.

6.10 Jail Incentive Pay

The County will pay an assignment differential of five percent (5%) of base salary to each employee in qualifying jobs assigned to report to and work within the jail facility on a regular full or part-time basis. The qualifying jobs are: Account Clerk entry/journey/senior, Accounting Technician, Administrative Clerk entry/journey/senior, Administrative Legal Clerk entry/journey/senior, Administrative Secretary, Building Craft Mechanics, Custodians, and Client Services Counselors and Practitioners.

6.11 Jail Shift Supervisor Pay

Effective February 21, 2003, Senior Administrative Legal Clerks assigned to work as shift supervisors will receive an additional 5% of base salary.

6.12 Jail Training Officer Pay

Effective December 19, 1997, County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Correctional Officer II who is assigned by the Sheriff to work as a Jail Training Officer. It shall be understood that the above described salary differential shall be paid to an employee only during the time he/she is assigned formal field training or jail training responsibilities. Payment of said differential to that employee shall cease at such time as the Sheriff shall, terminate the field training responsibilities or reassign same to another employee.

6.13 Medical Clinic Pay

5% salary is to be added for Mid Level Practitioners I & II positions assigned to the Medical Clinic.

6.14 Shift Differential Pay

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

6.15 Snow Removal Pay

Declared Snow Shift Assignments

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

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

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

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

Standard snow shifts can be for one or more days and require an entire crew or multiple crews to report for duty. Snow shifts include paid break and meal periods; are typically flexibly scheduled and can extend for up to 12 hours or longer; examples:

- noon to midnight and/or midnight to noon,
- 7 am to 7 pm and/or 7 pm to 7 am, and/or
- 5 am to 5 pm and/or 5pm to 5 am in Tahoe

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

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

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

- Bargaining unit members who are repairing storm drains when snow is on the ground,
- Bargaining unit members plowing snow during a regular work shift,
- Routine sanding during non-declared snow shifts such as early morning, at the end of a shift or weekends.

6.16 Standby Pay

Stand-by duty requires the employee so assigned:

- a. To be ready to respond to calls for his or her service; and
- b. To be reachable by telephone or radio; and
- c. To refrain from activities which might impair his or her ability to perform his or her assigned duties.

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

General Unit and Professional Unit . Effective December 19, 1999, stand-by duty shall be compensated at a flat rate of twenty-one dollars (\$21.00) for weekdays and twenty-four dollars (\$24.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned.

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

6.17 Tahoe Subsistence Pay

Increase Tahoe Subsistence pay to six hundred seventy five (\$675) dollars per month.

6.18 Undercover Pay

An employee within the following classifications, designated by the Sheriff and the Chief Probation Officer to work an undercover assignment, shall receive 5% additional compensation: Deputy Probation Officer I & II, Senior Deputy Probation Officer, and Supervising Deputy Probation Officer.

6.19 Building Inspector Certificate Pay

Certificates that are attained by employees in the classifications of building inspector I/II, senior and supervising, beyond those presented to meet the minimum qualification as stated in the class specifications shall be compensated at the rate of fifty dollars (\$50.00) per certificate per month up to a maximum of two hundred dollars (\$200.00) per month for each of the certificates listed: plans examiner, plumbing, mechanical, electrical (commercial or residential). The county will reimburse a qualifying employee

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

6.20 CFC Universal Certification

Effective December 29, 2000, employees who acquire a CFC Universal Certification and are assigned duties consistent with that certification in the Facility Services Department shall receive five-percent (5%) upon proof of the attained certificate.

6.21 Dispatchers- POST Emergency Medical Dispatch Certificate Pay

Effective December 24, 2004, eligible employees who possess and maintain a POST Emergency Medical Dispatch Certificate will receive additional compensation of 2.5% of base salary. Eligible employees are permanent and probationary employees, both full-time and part-time, working in the following classifications: Public Safety Dispatcher I, II, senior and supervising.

6.22 ACCESS Unit Pay

Effective December 29, 2000, designated employees shall be paid five percent (5%) if they have been assigned to field activities of the ACCESS Unit.

6.23 Bilingual Pay

Effective December 29, 2000, when requested by a Department Head and approved by the Personnel Director, designated employees shall be paid five percent (5%) for the use of a second language in the normal course and scope of work.

6.24 Shift Differential

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

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

Account Clerk—Entry/Journey/Senior
Accounting Technician
Administrative Clerk—Entry/Journey/Senior
Administrative Legal Clerk—Entry/Journey/Senior
Administrative Secretary
Building Craft Mechanic/Senior Building Craft Mechanic
Client Services Counselor I/II/Senior
Client Services Practitioner I/II/Senior
Custodian I/II

6.25 Certification Differential

The parties agree that, effective 5:01 p.m., pay period 15, December 29, 2000, employees who acquire a CPU universal certification and are assigned duties consistent with that certification in the facilities services department shall receive five percent upon proof of the attained certificate.

The county shall pay a differential of five percent of base salary to each employee who obtains a certificate as a certified public accountant and who, with the concurrence of the county executive officer, makes use of the CPA in the course and scope of their employment.

ARTICLE 7 – Benefits

7.1 Medical Insurance

Cal-PERS

The County will join the PERS Health Insurance Program effective December 20, 1986.

Active Employee Health

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.

Active Employee Health, Tahoe

Tahoe employees will follow the same premium formula as identified above for active employees. The County will provide a Rural Health Subsidy Allowance for UNION represented Tahoe area employees which will be used for the reimbursement of medical expenses, as defined under IRS Code Section 213, which are not covered by any other insurance plan. The reimbursement cannot cover employee premium payments. Employees who receive the 401(k) contribution in lieu of County paid health insurance will not be entitled to this benefit. Payment will be for reimbursement 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.

Effective January 1, 2008, the Rural Health Subsidy will increase as follows: Employees who have one-party coverage will be entitled to receive a maximum of \$2,000 each calendar year. Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,000 each calendar year.

PERS Choice Lifetime Cap. 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.

Health Insurance Continuation

The county will pay the group medical insurance premium for any employee covered by the county's group medical insurance plan who is on a medical leave and whose illness or injury has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary, accrued sick leave, vacation and compensatory time off for a period not to exceed one year.

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

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

For those employees who are on a leave for a serious health condition, as defined in this MOU, the county will pay its normal contribution for group health insurance, pursuant to the current MOU, for the first twelve (12) workweeks of the leave in a twelve (12) month period. The employee will be responsible for their customary share of health premium if any. This does not include the county's share of dental, vision, life or accidental death insurance.

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

If the employee has exhausted all income from salary, accrued sick leave, vacation and compensatory time off prior to the twelve (12) workweeks, but after thirty (30) days of illness or injury, the county will pay the entire group medical premium.

7.2 Dental Insurance

The County will provide a dental insurance benefit (including orthodontia) with a maximum benefit level of \$1500.00 per year at no expense to the bargaining unit members and retirees. Any dependent benefits shall be solely at the employee's expense.

7.3 Vision Insurance

The County will provide a vision insurance benefit to the UNION employees.

Benefits. Vision care insurance shall be provided by the County at the 100% employee-only rate. The UNION employees have the option of purchasing dependent vision coverage. Effective January 1, 1994, the Vision Care benefit structure will be improved to provide for a \$25 calendar year deductible, to increase the maximum frame allowance to \$75, to allow for an examination, lenses, contact lenses and frames every 12 months, and to allow that Photo chromic, tinted and plastic lenses are covered by the plan.

Lock in/out Period. To maintain plan stability, there will be a one-year lock in/lock out enrollment provision for adding and/or deleting dependents. Employees may add or delete dependents during the annual open enrollment period. Coverage changes will be effective January 1st of each year. Vision dependent 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.

7.4 Part-Time Prorated Benefit Tiers

There will be 3 part-time prorated benefit tiers. 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.

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

7.5 Life Insurance

The County will provide to employees a program of group life insurance. Effective November 1, 1987, or as soon as feasible, employees will be allowed to purchase for themselves and eligible dependents, with certain limitations, up to \$100,000 term life insurance and \$300,000 accidental death and dismemberment insurance, at no cost to the County. The \$6,000 life insurance plan shall be increased to \$10,000 effective January 1, 1978, premium to be paid by the County.

7.6 Long Term Disability Insurance

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

7.7 Public Safety Temporary Disability

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

7.8 State Disability Insurance (SDI)

The County and the UNION agreed to allow the UNION represented employees decide by vote if employees are to be enrolled in the SDI plan, and that should the results of the vote be positive, the County would enroll employees in the ratifying unit in the SDI plan immediately.

SDI payments shall be integrated with accrued county sick leave. The employee shall pay premium costs as may be required from time to time by the State of California.

Such premiums will be deducted from the employees' paycheck and transmitted to the State by the County.

7.9 IRS 125 Program

Effective December 13, 1991, an IRS 125 program will be implemented to make health Care Premiums and Dependent Care pre-tax dollars.

7.10 Employee Assistance Program

Effective January 1, 1988, an employee counseling program, similar to that provided to P.C.D.S.A., shall be provided at no cost to the employee.

The County shall provide Critical Incident Stress Debriefing services through the Employee Assistance Program for up to 20 hours of professional service per incident as a result of a management referral.

7.11 Retired Employee Health

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

Employer Contribution, Employees hired after 1-1-05. New employees hired after January 1, 2005, will come under the PERS contract option contained in Government Code Section 22893. Such employees are required to have at least ten years of PERS service, of which five years must have been with Placer County, before becoming eligible for County-paid retiree health insurance. However, if during the term of this agreement another PERS contract option becomes available that provides vesting of at least 10 years of PERS service, of which five years must have been with Placer County, without a graduated benefit, the County agrees to reopen the contract for the limited purpose of adopting this new contract option. The County agrees to work jointly with UNION and Local 39 to seek legislative changes that will allow public employees to locally determine vesting requirements for retiree health insurance.

Retiree Health Insurance

The parties agree that, the County dollar contribution for PERS Retiree Group Health Insurance for employees and retirees of classifications represented by the Union will be the same for retired employees, as it is for active employees. However, the County shall not change the formula for medical insurance premiums for retirees who retired before January 1, 2007. For those retirees the County will continue to pay premiums equal to 100% of the average cost of the lowest and highest HMO plans widely available to County employees.

Retiree Dental Insurance

The parties agree that, effective January 1, 2003. The County will contribute the One Party premium rate for employees in classifications represented by the Union for dental

insurance coverage for employees retiring on or after January 1, 2002. The retiree will be responsible for dependent premiums if any. Employees who retire prior to January 1, 2002, are not eligible for this benefit.

7.12 Retirement Benefit

PERS Final Year Compensation. The County will amend its contract with PERS to allow the retirement allowance to be based on an employee's highest year compensation.

7.13 Military Buy Back

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

7.14 Miscellaneous Represented Employees

CalPERS Retirement. Effective July 9, 2004, the County will amend its Miscellaneous contract with the Public Employees Retirement System (PERS) to provide the 2.5% at age 55 retirement formula for all PERS designated miscellaneous classifications.

CalPERS Contribution Formula. Effective July 9, 2004, the County will continue to pick up seven percent (7%) of the employee's PERS contribution and the employee will pay one percent (1%) of the eight percent (8%) total required PERS employee contribution.

7.15 Safety Represented Employees

Correctional Officers- CalPERS Retirement. 2% at 50. The 2% @ 50, Local Safety Retirement formula for Correctional Officers was implemented July 1, 1999, for Correctional Officers in exchange for foregoing certain scheduled employer pick-ups of the employee contribution to PERS and certain scheduled salary increases. Upon implementation of the 2% at 50, the County agrees to pick up the 2% increase in the employee contribution (from 4.5% to 6.5%) to PERS. If the increase to the employer's PERS rate is greater than 7.5%, the parties agree to negotiate the funding of any remaining amount. [2000- 2003 per the 1-15-99 SL] 3% at 50. Effective February 8, 2002, the County will amend its contract with the Public Employees Retirement System (PERS) to provide the 3% at 50 retirement formula to all Corrections Officer classifications. Reopener. The parties agree to re-open negotiations for the purpose of discussing other PERS retirement enhancements should additional benefits become available through legislative action during the term of this agreement.

Probation Officer Series- CalPERS Contribution Formula. Effective June 21, 2008, the County will continue to provide the Employer Paid Member Contribution of 9% of the employee retirement contribution for the following classifications: Deputy Probation Officer I & II, Senior Deputy Probation Officer, and Supervising Deputy Probation Officer. Effective pay period 19, February 13, 2010, the County will provide an

Employer Paid Member Contribution of 7% and the employees shall pay 2% of the total 9% employee retirement contribution for the following classifications: Deputy Probation Officer I & II, Senior Deputy Probation Officer, and Supervising Deputy Probation Officer.

ARTICLE 8 – Probationary Period

8.1 Probationary period

The probationary period shall be part of the examining process and shall be utilized for closely observing and appraising the conduct, performance, attitude, adaptability and job knowledge of such employees and determine whether the employee is qualified for permanent status.

8.2 Length of probation

All permanent appointments from open eligible lists to positions in the classified service shall serve a probationary period of twelve (12) calendar months or two thousand eighty (2080) hours, whichever is more, with the exception of those classifications identified below. Where changes to the probationary period for a classification are made herein, employees will serve the probationary period in effect when they began their probation. Time spent on leave of absence will not count toward the completion of the probationary period.

8.3 Performance Appraisal Report Required.

For probationary periods of six months, the appointing authority shall prepare a performance appraisal for each employee at the end of three months and prior to the expiration of six months. For probationary periods of twelve (12) months, the appointing authority shall prepare a performance appraisal at the end of six months and prior to the expiration of twelve (12) months.

Failure by an appointing authority to prepare an interim performance appraisal. For a probationary employee shall result in a rebuttable presumption of “Standard” as to the missed evaluation. In addition, such failure shall require the appointing authority to obtain the review and approval of the county executive officer prior to rejection of any such employee during the probationary period. As an alternative to rejection, the county executive officer may direct that the appointing authority request extension of the employee’s probation under.

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

Step Increase. An employee performance evaluation form shall be submitted prior to an employee’s anniversary date with a recommendation for merit salary increase.

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

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

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

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

- a. Such person, if available, shall be provided the opportunity to confer with the rating supervisors.
- b. If such person is not available, or declines to comment, the rating shall be by the last supervisor and such other supervisor as may be directed by the department head.

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

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

The provisions of Article 3.2 shall also be applicable to performance appraisals.

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

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

Initial Hiring Classification	Period
Deputy Probation Officer I	18 months
Deputy Probation Officer II	18 months
Senior Deputy Probation Officer	12 months
Supervising Deputy Probation Officer	12 months
Promotion to:	
Deputy Probation Officer I	18 months
Deputy Probation Officer II	6 months
Senior Deputy Probation Officer	12 months

Supervising Deputy Probation Officer

12 months

Sheriff's Office.

Initial Hiring Classification	Period
Promotion to	
Correctional Officer I	12 months
Public Safety Dispatcher I	12 months

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

Extension of Probation. If during the probationary period there have been changes in an employee's status, i.e., a transfer from one class to another, a transfer from one department to another, change in work location, major change in assignment, the installation of, new processes, technology, or other circumstances that warrant an extension of probation; or if the appointing authority has failed to complete interim performance appraisals and has been directed to request such an extension under section 8.3 above, the appointing authority may, with the consent of the personnel director, extend an employee's probationary period for up to ninety (90) days (five hundred twenty (520) hours) and with the consent of the civil service commission up to six months (one thousand forty (1,040) hours). Prior to expiration of the probationary period the appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The personnel director may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.

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

- a. An employee who did not complete his or her full initial probationary period prior to being placed on the list will be required to repeat the full initial hire probationary period required of his or her classification.
- b. An employee who is appointed into the same or lower classification (within the same classification series) and same department he or she was working in at the time of layoff shall not be required to complete a new probationary period.
- c. For purposes of this section, a calendar month shall be from a given date in a month through the next preceding date in the following month (i.e., July 10th through August 9th).
- d. An employee who is released from a probationary status after being re-employed from a re-employment list pursuant to these provisions will be given fourteen (14) calendar days advance notice of the release and advised of his or her return to the re-employment list with the total county service he or she had obtained upon original placement on the list.
- e. An employee who is released from probation after having been re-employed from a re-employment list shall NOT be certified again to the same department unless so requested by the appointing authority.

- f. An employee who is released during his or her probationary period after having been re-employed from a re-employment list on two separate occasions will NOT be placed back on the reemployment list and shall be separated from county service.
- g. An employee who elects to bump in accordance with Article 15.4 of this agreement into a lower classification (within the same classification series) and same department he or she was working in at the time of layoff shall not be required to complete a new probationary period.

At any time during the probationary period, an employee may be rejected by the appointing authority, and the probationer shall be without the right of review of any kind. Notification of rejection shall be made in writing by the appointing authority to the personnel director. The appointing authority shall give such employee, at any time up to and including the last day of the probationary period, ten (10) working days' notice of termination of employment. Such employee shall perform at the level of, and be entitled to receive, during such last ten (10) working days, the salary of the position in which said employee was on probation. This section does not apply to the following:

- a. Transfer of an employee from one class to another or from one appointing authority to another shall require the service of a new probationary period unless such probationary period shall have been waived by the appointing authority. An employee rejected during such probationary period shall be reinstated to the position from which he or she transferred

At any time during the probationary period, an employee may be terminated, for cause.

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

8.5 Status following rejection

An employee rejected during the probationary period under Article 8.4 shall be reinstated to the position or status previously held, at the same pay step and with the same anniversary date held prior to such new probationary period.

If the employee's original anniversary referred to in Article 8.4 of this section overlaps the probationary period in the higher classification, such terminated employee in subsection A of this section shall be entitled to apply for the higher pay step in his or her former position.

Any employee displaced by the provisions of Article 8.4 of this section shall be reinstated to his or her former position or status:

- a. Promoted or transferred employees shall be reinstated to their former position.

- b. Employees coming from an open list or reemployment list shall be placed on a layoff status.

ARTICLE 9 – Grievance Procedure

9.1 Grievance Procedure

The County and the UNION agree to implement the following grievance procedure.

9.2 Purpose

This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the County Charter vests jurisdiction elsewhere.

The purposes of this procedure are:

- a. to resolve grievances informally at the lowest possible level;
- b. to provide an orderly procedure for reviewing and resolving grievances promptly.

9.3 Definitions

A grievance is a good faith complaint of one or a group of employees, or a dispute between the County and the UNION involving the interpretation, application, or enforcement of the express terms of this Agreement.

As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

As used in this procedure, the term "party" means an employee, the UNION, the County, or their authorized representatives.

The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Civil Service Board Rules and Regulations of the County unless waived by such employee.

9.4 Step One

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Business Representative. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- b. The remedy or correction requested of the County.

- c. The grievance form shall be signed by the grieving employee or Business Representative, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.
- d. The grieving employee's Division Head or designee shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The answer by the Division Head or designee shall include the following:
 - (1) a complete statement of the County's position and the facts upon which it is based;
 - (2) the remedy or correction which has been offered, if any.

9.5 Step Two

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The UNION representative and designated Departmental representative will meet in an effort to settle the matter. The County's answer will be made five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

9.6 Step Three

The UNION's representative and the designated representative of the County will meet to hear a grievance appealed to the third step. Grievances of a general nature pertaining to matters not normally decided by Shop or Unit supervisory personnel may be presented directly to the third step.

Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

A written answer will be made within ten (10) standard workdays after the hearing, stating the County's position.

9.7 Arbitration

If the third step answer is not satisfactory to the employee, the UNION may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated County representative by the UNION within ten (10) standard workdays from the date of the third step answer.

a. An arbitrator may be selected by mutual agreement between the UNION representative and the County's representative.

b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the

remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the County and the UNION.

d. The fees of the arbitrator and the court reporter if used will be borne equally by the UNION and the County.

e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

f. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With mutual agreement of the County's third step representative and the Union the thirty (30) day time limit for filing grievances may be extended.

g. If the County does not meet time limits, the UNION may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. The UNION Business Representative or designee shall have the authority to settle grievances for the UNION or employees at the respective steps of the grievance procedure.

9.8 Witnesses

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The UNION agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 10 – Discipline & Appeal Procedure

10.1 Discipline

Discipline shall be for just cause. Appeals of discipline filed prior to the effective date of the agreement, shall continue to be processed under Civil Service Rules. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure.

10.2 Letter of Reprimand

A letter of reprimand shall not be appealable to the Civil Service Commission, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Personnel Director. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

10.3 In-Lieu Discipline

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the County shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

10.4 Discipline Appeal Hearing Procedure

This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

The term "parties" as used in this agreement are the County and the UNION. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Commission, and the UNION does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the UNION in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator and court reporter transcripts.

The fees of the arbitrator and the court reporter, if used, will be borne equally by the County and the UNION.

The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning

the issues.

After an appeal from discipline has been filed with the Commission, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Commission, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The County shall make available appropriate facilities for such hearings.

The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline arbitration hearing held pursuant to this procedure. The UNION agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Commission for action.

If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision".

The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Commission shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

10.5 Personnel File

Employees shall have the right to petition the personnel director to have letters of reprimand removed from their file after two (2) years and suspensions of five days or

less removed from their file after five years following the date of the action if no subsequent discipline has occurred

ARTICLE 11 – Allowances, Reimbursements, Special Compensation

Driver's License Fee Reimbursement

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

Licensed Clinical Social Worker / Marriage, Family, Child Counselor Certificate

The County shall pay a differential of five percent (5%) of base salary to each employee in the classifications of Client Services Practitioner I & II, Senior Client Services Practitioner and Client Services Program Supervisor, who obtains a certificate as a Licensed Clinical Social Worker (LCSW) or a Marriage, Family, Child Counselor (MFCC).

Professional Certification & Licensing, Misc

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

Psychiatric Technician Certificate

The County shall pay the costs of renewal of the State Vocational Nurses & Psychiatric Technician License for employees in the classifications of Psychiatric Technician I, II & Supervising, where the license is required by the employee in the performance of County employment, provided the employee does not perform "moonlight" work with said license.

Wastewater Distribution Certification and Wastewater D-1 Certification

The county will pay a differential of five percent of base salary to each employee in the classification series of wastewater treatment plant operator who achieves a wastewater treatment certificate at a grade level higher than their classification specification requires as a minimum qualification and a five hundred dollar (\$500.00) bonus as a one-time compensation for acquiring a water distribution operator's certificate (D-1 grade).

Employees who promote from one level to the next will have their certification pay taken into consideration for placement within the salary grade and will be eligible to receive the certification salary differential each time that they exceed the minimum certification requirements of their classification specification.

11.14 Education and Training

Tuition Reimbursement

The County agrees to reimburse employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of \$275.00 per semester.

Education Incentive Courses approved by the County that relating to job improvement, the County shall provide tuition reimbursement and book reimbursement.

Professional Memberships

Professional employees shall be reimbursed by the County for fees paid for membership in professional organizations, with a maximum of One Hundred Dollars (\$100.00) per year. Reimbursement for professional membership shall be administered by the Director of Personnel. (Examples of the types of professional memberships allowed are: American Accountants Association, American Bar Association, American Congress of Surveying & Mapping, American Institute of Architects, American Library Association, American Society of Civil Engineers, American Society for Microbiologists, California Land Surveyors Association, California Environmental Health Association, California Library Association, California Nurses Association, National Association of Accountants, National Association of Governmental Accountants, National Association of Social Workers, National Society of Auditor-Appraisers, Placer County Bar Association, Public Health Association, & Water Pollution Control Federation.) The County agrees to increase reimbursement for fees paid for Professional memberships from \$100 to \$125 per year.

11.15 Meals

Department Head Authority

The Department Head or designee must authorize all meal allowance expenditures in advance for the following:

Non-Taxable Meal Allowance for Meals Directly Related to County Business. Attending a breakfast, luncheon, dinner or other meal meeting or gathering where the main purpose is to conduct business directly affecting the County, County business is actually conducted during the meal period, and there is some specific County business benefit contemplated by County employees at some future time.

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

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

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

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

Non-taxable Employer Provided Meals. With the prior approval of the County Executive, the Department Head may provide, on County facilities, meals to employees when such meals are provided for a substantial non-compensatory reason and are provided in one of the following circumstances:

- a. Employees need to be on call for emergencies during the meal period (examples: A Correctional Officer, a Public Safety Dispatcher in the Dispatch Center; a Wastewater Treatment Plant Operator covering a flood assignment, etc.);
- b. The nature of the assignment (not merely a preference) requires a short meal period;
- c. There is an absence of available eating facilities in the area of the work assignment; or,
- d. The meal is furnished immediately after working hours because the employee's duties prevented him or her from obtaining a meal during working hours.

Taxable Meal Allowance. Employees may receive a taxable meal allowance when required to:

- a. Work more than two hours before or after a normal shift and it is impractical or would be an inconvenience or imposition for the employee to go home for a meal and return to work.
- b. Travel on official business, i.e. training, that results in the employee being more than thirty (30) miles away from his or her primary work location.

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

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

11.16 Mileage Reimbursement

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

11.17 Personal Tool Loss

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

Other Personal Property Loss

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.

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:

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

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

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

Loss amounts reimbursable to the employee shall be as follows:

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

For property damaged, but repairable, other than vehicles, the amount payable shall be:

- a. For all employees, the reasonable cost of replacement value of the item at the time of damage.
- b. 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.
- c. 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.

11.18 Personal Equipment Purchase & Reimbursement

Boot Reimbursement

For the following classifications, the purchase of work boots will be reimbursed in accordance with the process determined by the auditor controller's office. 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 three hundred dollars (\$300.00) per eligible employee.

Classifications eligible for this personal equipment reimbursement shall include: Automotive Mechanic; Building Crafts Mechanic; Building Inspector I/II; Bus Driver I/II; Classifications assigned surveyor duties; Code Enforcement Officer I/II; Communications 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 & Supervising Building Crafts Mechanic; Senior & Supervising Building Inspector; Senior Bus Driver; Senior & Supervising Custodian; Senior Emergency Services Specialist; Senior Equipment Operator; Senior & Supervising Parks & Grounds Worker; Senior & Supervising Utility Service Worker; Supervising Automotive Mechanic; Supervising Building Crafts Mechanic; Supervising Code Enforcement Officer; Utility Service Worker; Utility Operations Supervisor; and Wastewater Plant Operator Grade I/II/III.

Rain Gear Allowance

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

Safety Equipment Standards

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

Tool Reimbursement

The following classifications shall receive a seven hundred fifty dollar (\$750.00) per year tool replacement allowance to be reimbursed quarterly in accordance with procedures established by the auditor controller's office. No more than one claim may be submitted for reimbursement in any calendar quarter. Classifications eligible for this personal equipment reimbursement shall include: Automotive Mechanic; Master Automotive Mechanic; Equipment Mechanic; Master Equipment Mechanic; Equipment Service Worker I/II; Supervising Automotive Mechanic and Supervising Equipment Mechanic.

Uniforms

Any uniform allowance as set forth herein, shall be processed as a non reimbursable, taxable, bi-weekly pay in accordance with procedures established by the auditor controller's office.

\$750 reimbursement. An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties will be paid for the following class series in the amount of seven hundred fifty dollars (\$750.00) per year: Administrative Clerical, Administrative Legal Clerical, Accounting Clerical, Public Safety Dispatcher, Correction Support Supervisor.

\$1065 reimbursement. An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties will be paid for the following class series in the amount of one thousand sixty-five dollars (\$1065.00) per year: Animal Control Officer, Community Service Officer, Correctional Officer, Evidence Technician.

ARTICLE 12 Mandatory and Voluntary Time Off Program

12.1 Mandatory Days Off

Additional Floating Holiday. Employees who were furloughed on December 26, 2008, February 13, April 13, and/or May 22, 2009 will be credited an additional 4 hours of floating holiday for each 8 hours the employee was furloughed. The first 8 hours of floating holiday will be credited for the 2010 calendar year, and any hours above 8 will be credited for the 2011 calendar year. All rules regarding floating holiday, including use-or-lose, will apply to these additional hours, except that employees whose balances have reached the maximum accrual limit will still receive the credited hours, and these additional floating holiday hours may be used but not cashed out at the time of termination.

Retroactive Accruals. Accruals that the UNION and the County agreed to for the fiscal year 2009-10 mandatory time off program will be applied retroactively to the four mandatory days off in the 2008-09 program. These accruals include retroactive accruals for sick and vacation leave and service hours as used in the calculation of merit, longevity, vacation accrual rate and seniority. However, this retroactive application will not be used to modify any actions taken prior to the effective date of this Agreement that were made in reliance on leave balances or service hours as they existed at the time the actions were taken.

General Provisions. The employee must be employed with the County at the time the additional floating holiday hours are credited and used, and at the time the retroactive accruals are applied. It is the intent of this provision that the additional floating holiday hours and any retroactive accruals will be budget neutral events.

Essential Personnel. Essential personnel as identified by the department head will be exempt from the Board designated dates of MTO. These employees will be required to take alternate MTO time off as recommended by their department head and approved by the County Executive Officer to ensure that the necessary budget savings occurs. Exceptions to alternate MTO time off can be made for 24 hour/7 day a week services such as dispatch, corrections, Children's Receiving Home, etc.

Accruals. MTO hours will count toward "service hours" and as such employees will accrue leave balances and all other applicable benefits on these hours. Board adopted MTO Program hours will count toward an employee's seniority and total county service. Part time benefit tier calculations will not be impacted by MTO hours.

CalPERS Service Credit. To the best of both parties knowledge, 12 MTO days impact on CalPERS Service Credit/Final Compensation is as follows: One year of CalPERS Service Credit is based upon 1,720 paid hours, excluding overtime, in the CalPERS fiscal year (begins in the pay period July 1st falls, typically pay period #2). Full time employees could be in an off pay status for up to 360 hours in the CalPERS fiscal year and still earn a full year of CalPERS Service Credit. Part time employees' service credit may be adjusted depending on their schedule combined with MTO hours. The CalPERS final compensation calculation is based on the actual pay rate for the position – not the

individual salary earned by the employee. Final Year Compensation would not be impacted by the time off without pay in cases where an employee receives additional pay based of a percentage of their actual earnings, i.e. night shift differential.

12.2 Voluntary Time Off Program

This provision applies to the balance of the 2008-2009 fiscal year and the 2009-2010 fiscal year only. The County agrees to develop a new, structured Voluntary Time Off (VTO) Program for implementation in FY 2009-10. The County will provide the UNION with copies of the UNION employee participation documents. Department heads will state the reason for the VTO denial on the form. VTO hours are nonproductive hours and as such employees will not accrue leave or other benefits on these hours. The structure of the VTO Program will be similar to vacations requests. Approval of VTO requests will be at the department head's discretion. Denials of VTO requests will be forwarded to the County Executive Officer (CEO) for final review. Copies will be sent to the UNION when final. VTO hours will count toward an employee's seniority/total county service for layoff purposes only.

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

12.3 Furlough Definition

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

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

Furlough Proposal- More than 5 Days. In the event the County proposes furloughs for a length of time exceeding five (5) days per fiscal year, the requirements identified above are modified as follows. The Pre-bargaining Notice will only be made in conjunction

with a invitation to meet and confer on layoff impacts. If meet and confer regarding the implementation of such furloughs and layoff impacts are requested by the UNION, then discussions, negotiations, and/or bargaining on these will proceed at the same time, at the same table.

Automatic Provisions Upon Agreement. In the event that the parties agree to implement furlough/MTO days, the following provisions will be applied:

- a) To the extent reasonable, MTO will be implemented in a fashion resulting in the MTO payroll deduction being spread out proportionally throughout the year.
- b) To the extent possible, furlough/MTO days will be scheduled in conjunction with a paid holiday;
- c) MTO hours will count toward "service hours" and as such employees will accrue leave balances and all other applicable benefits on these hours;
- d) MTO hours will count towards an employee's seniority and total county service; and,
- e) To the best of both parties knowledge, as of the date this agreement was entered into, the MTO days will effect CalPERS Service Credit/ Final Compensation as follows: One year of CalPERS Service Credit is based upon 1,720 paid hours, excluding overtime, in the CalPERS fiscal year (Begins in the pay period July 1st falls, typically pay period #2). Full time employees could be in an off pay status for up to 360 hours in the CalPERS fiscal year and still earn a full year of CalPERS service credit. Part time employees service credit may be adjusted depending on their schedule combined with MTO hours. The CalPERS final compensation calculation is based on the actual pay rate for the position – not the individual salary earned by the employee. Final Year Compensation would not be impacted by the time off without pay except in cases where an employee receives additional pay based upon a percentage of the actual earnings, i.e. night shift differential.

Furlough Impasse Procedure

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

12.4 Voluntary Separation Program

Information will be distributed to Department heads for posting on employee bulletin boards April 15 each year.

The Human Resources department is designated to administer the program. Participation is voluntary for full-time career employees with five (5) years of continuous County service are eligible. Employees with ten (10) years will be reviewed first and if needed any additional applicants will be considered.

Employees may request to participate by submitting a completed Employee Request Form to the Human Resources Department.

Employees who elect to participate may rescind their application seven (7) days after approval by the County.

The severance benefit shall be calculated based on full-time continuous County service, rounded to the nearest year, times the weekly base salary, up to a maximum of fifty thousand dollars (\$50,000).

Any payment under the Program shall not be included as compensation for purposes of Cal-PERS. The severance payment may be applied to deferred compensation.

Employees who are approved for VSP must leave the County employment by the date specified by the operating department and no later than December 31, 2010.

In the event there are more employees than the number of voluntary separation slots available, ties or excess requests shall be resolved in favor of the employee with the most seniority, utilizing the service date identified in 6 above.

The County Executive Officer is the final authority in selecting participants. The Human Resources Department notify the applicants of the approval or denial of their requests, calculate the years of service, salary and severance benefit applicable, and notify Payroll of the benefit due the employee and the date it is to be paid.

The Human Resources Department will have the employee sign the necessary agreement, waiver and release forms.

Employees who accept severance pay may not be eligible for unemployment insurance, are not eligible for recall rights, and waive their reemployment rights with the County pursuant to the Rules and Regulations of the Civil Service Board.

Upon acceptance of the severance payment offer, the employee agrees to sever any and all rights to County employment, including but not limited to, seniority, layoff, bumping, and/or recall rights, and any appeal rights to any loss of property rights. This severance and waiver shall be effective upon receipt and acceptance of the severance payment. The severance of employment is not a disciplinary action.

ARTICLE 13 Health and Safety

13.1 Drug & Alcohol Policy

The agreed upon provision regarding the Placer County Alcohol and Drug Abuse Policy is as contained in Appendix B, attached hereto.

13.2 License Plate Restricted Access

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

13.3 Office Closure Due to Emergency

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

13.4 Restroom Facilities

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

13.5 Smoking Policy

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

13.6 Social Worker Safety

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 UNION.

13.7 Weather Conditions Causing Absence

Where the weather conditions are of such severity that an employee is not able to reach a work assignment location, or an employee requests to leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee, either to vacation time, compensatory time off, or leave without pay, or, where the employer and employee agree, such work may be made up.

Time Limits for Make-Up.

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

13.8 Working Conditions

The parties agree to the following policy governing the general conduct of employees in the work place. The purpose of this code of conduct is to clearly communicate to all Managers, Supervisors and Staff the standards and expectations for professional behavior within County work force. Although the vast majority of personnel currently abide by these guidelines, it is beneficial to formally present and reinforce these basic standards of professional work related behavior. These are standards of conduct for all personnel. As professionals, it is our responsibility to not only conduct ourselves in an appropriate and supportive manner, not only toward our customers, but toward our co-workers as well. It is fully expected that all levels within the organization, Management, Supervisors, and Staff will abide by these guidelines. Inappropriate actions towards customers or co-workers, regardless of the staff levels involved, will neither be condoned nor tolerated:

- a) Managers, Supervisors and Staff should always set an example of appropriate and professional behavior, both toward our customers and co-workers.
- b) All customers and co-workers are to be treated equally, fairly and with respect, regardless of sex, race, religion, political or the UNION affiliation.
- c) Loud, threatening, and/or derogatory/abusive language and comments toward our customers or among co-workers is not acceptable behavior and will not be allowed in the work environment.
- d) "Off-color", sexist, or other potentially offensive jokes or language will not be allowed in the work environment.
- e) Remarks made to members of the opposite sex which could be interpreted as sexist or sexual in nature will not be allowed in the work environment.

- f) Materials which have sexual connotation to them will not be allowed on County facilities (i.e. nude or semi-nude calendars, or photographs/drawings of nude or semi-nude males or females, PC disks, etc.)

ARTICLE 14 Personnel, Payroll and Salary Administration

14.1 Personnel / Civil Service Regulations

Abandonment of employment

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

Any employee terminating his or her employment in the manner provided by this section shall be deemed to have left county service by resignation.

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

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

Compensation Plan

Merit Increases

Normally, and as a general rule, upon progress and productivity, employees may be considered eligible for increases in salary according to the following general plan:

- a. The numbers 1, 2, 3, 4 and 5, respectively denote the various steps in the salary grade.
- b. Step 1 will normally be paid upon initial employment, for a period of six months' continuous full-time service.
- c. Step 2 will normally be paid upon satisfactory completion of the six months' continuous, full-time service.
- d. Employees will be considered for increase to Step 3 at the satisfactory completion of one year's continuous full-time service in Step 2.
- e. Employees will be considered for increase to Step 4 at the satisfactory completion of one year's continuous full-time service in Step 3.

- f. Employees will be considered for increase to Step 5 at the satisfactory completion of one year's continuous full-time service in Step 4.

No advance in pay shall be automatic upon completion of the periods of service outlined hereinabove. All increases shall be made on the basis of merit as established by the employee's service, and after the recommendation of the department head and approval by the civil service commission. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude.

Salary advancement effective date

As provided in Article 14.1 advancement in salary rate of an employee from one step to the next step shall be made on the first day of the pay period in which the employee's anniversary date falls following the employee's completion of a year of continuous service in such class if such advancement is approved by the civil service commission.

For computing continuous service see definitions, Article 18.

It shall be the department's sole responsibility to submit requests for step increases, accompanied by performance reports to the civil service commission prior to the employee's anniversary date.

Salary placement in case of demotion

In the case of the demotion of any employee to a class with a lower pay grade, such employee shall be placed at the pay step in the lower salary grade that is nearest to their current salary and results in a reduction in the salary of the employee after the demotion. In no case shall the reduction result in the employee being placed higher than Step 5 of the lower salary grade. In all demotion cases the employee shall retain his or her original anniversary date.

Eligible Lists

A re-employment list for permanent employees who have been laid off and probationary employees noticed of release from employment (pursuant to Article 15.1 c) shall be established to facilitate re-employment of employees laid off or released in accordance with these provisions. Rank order shall be determined by total county service from longest to shortest and shall remain in existence for a period of a minimum of one year and a maximum of two years.

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

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

Employees appointed from a re-employment eligible list shall be placed at the same step in the salary grade that was attained immediately prior to layoff.

Names of eligibles may be removed from an eligible list by the director for any of the following reasons:

- a) Inability of postal authorities to deliver certified mail to the eligible within reasonable time.
- b) Conviction of a felony or misdemeanor.
- c) Fraud or false statements in the application or fraudulent conduct in connection with an examination.
- d) Permanent appointment to a position in the class for which the eligible list was established.
- e) After certification three times to the same department without appointment, provided such eligible is interviewed as a result each certification.
- f) Upon request, death, or upon resignation from the service of an eligible on a promotional eligible list.
- g) Failure to appear or to arrange for an interview with an appointing authority within a reasonable time after notification of certification, or failure to appear for work after appointment.
- h) Declination of an appointment three times in any given class in accordance with the conditions of employment specified by the eligible.
- i) Whenever an eligible is removed, he shall be so notified in writing and informed of his right to appeal. This stipulation shall not apply to eligibles removed in accordance with subsections d and f of this section.

14.2 Extra-Help & Temp Agency Employees

It is not the intent of the county to use either temporary agency employees or extra help to circumvent the civil service career hiring process.

Extra Help Limits: The parties agree that effective July 1, 1999, that employment of any individual as extra help shall be limited to a maximum of 1,000 hour in a fiscal year.

14.3 Payroll

Pay Date Change

Beginning pay period 10 of fiscal year 2003-2004, the County will issue paychecks the second Friday after the end of the two-week pay period. On November 14, 2003, the paychecks for pay period 10 will be issued and regular paychecks will be issued every two weeks thereafter.

Payroll Deductions. An additional credit union shall be authorized for payroll deduction.

14.4 Personnel Files

Any request for an employment reference received by the county employee shall be immediately forwarded to the personnel department.

- a. The personnel department shall disclose only: (1) date of hire; (2) last date of employment; and (3) the position last held by the employee. If the employee or former employee provides a waiver instructing the county to release additional information, said information will be released within the context of the waiver provided.

14.5 Transfers

Transfer—Promotion and demotion

Movement of an employee from a position in a lower classification to a position in a higher classification is a promotion, unless the increase to the higher classification is less than five percent or unless such advancement is the result of a reclassification of an occupational group without regard to departmental lines. Any transfer of an employee from a position in a higher classification to a position in a lower classification is a demotion. A transfer may be accomplished only in the manner provided for making promotional or demotional appointments as provided in these rules. Employees transferring from one classification to another must meet the entrance requirements established for the new classification.

Transfer—Class to another class

Subject to approval of the personnel director, an employee may transfer from one classification to another classification where the difference between the current classification and the new classification is less than five percent. Such approval may only be granted if the employee meets the entrance requirements established for the new class. The director may also require the employee to demonstrate that he or she possesses the additional or different requirements.

Transfer—Re-assignment

An appointing authority may at any time transfer any employee under his or her jurisdiction to another position in the same class.

If the transfer is permanent and reasonably requires a change of place of residence, such assignment must be made at least forty-five (45) days in advance of the effective date and in writing, setting forth in clear language the reasons why the employee is being transferred.

Transfer—Interdepartmental

Subject to the approval of the personnel director, an employee may be transferred to another department in the same or comparable class provided that both appointing

authorities consent thereto, and provided the employee meets the requirements set forth in the employee meets the entrance requirements established for the new class.

Transfer—Probationary period

Transfer of an employee from one class to another or from one appointing authority to another shall require the service of a new probationary period unless such probationary period shall have been waived by the appointing authority. An employee rejected during such probationary period shall be reinstated to the position from which he or she transferred.

Transfer—Organizational change

Whenever any position is changed by the adoption of new, different, or additional machines, processes or functions while the purpose of the position is the same or similar in nature, any civil service employee affected shall be given a short term assignment, not to exceed six months without change in class, status or salary to learn to do the work with the new machine, process or function and to qualify for status in the different class of position required for such work, provided that such new class is at the same salary grade. An employee who qualifies for appointment through training in the different class shall be deemed to possess the specific education, experience or other requirements for such class and shall be appointed thereto with the same status and seniority which he or she last had in his or her previous class. The position shall be reallocated in accordance with Article 14.6.

Transfer—Appeal

Any employee affected by a transfer, who feels that the transfer is being made for the purpose of harassment or discipline, may appeal said transfer by filing a grievance as provided in accordance with the MOU.

The appointing authority may require the employee to transfer pending the outcome of the grievance process. If the commission disapproves the transfer, the employee shall be returned to his or her former position shall be paid any regular travel allowance for the period of time he or she was away from his or her original place of residence if he or she was required to change residence.

Movement from classified service to unclassified service

Any employee accepting a position in the unclassified service shall resign from his or her position in the classified service.

An unclassified employee may accept transfer, promotion or demotion to an open position in the classified service provided that he or she had either probationary or permanent status in the classified service and provided further that he or she obtains such promotion or demotion as provided by these rates..

Movement within the provisions of this rule shall be deemed to be continuous service and such employee shall receive all benefits pertaining to county employment during his or her tenure.

Unclassified employees who enter the classified service under the provisions of this section shall, if they previously had acquired only probationary status before entering the unclassified service, be required to serve a new, full probationary period.

An employee with permanent status in the classified service who accepts appointment by an elected department head to the unclassified service shall have the right to return to his or her prior classified position unless terminated for cause. For purposes of this subsection, such an employee may be required to demote to the prior classified position without cause and at the pleasure of the appointing authority. The elected department head must insure that an open position exists to accommodate any demotion pursuant to this section. The county executive officer shall cooperate with the elected department head where a request for a new position is necessary to accommodate a demotion. Such movement shall be deemed continuous service and a new probationary period shall not be required.

14.6 Promotion

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

Promotional examinations mean those limited to qualified permanent county employees. County employees shall be allowed paid time during their regular scheduled shift to interview for other county positions.

In the event of a promotion of an employee to a position in a class with a higher pay grade, such employee shall be entitled to receive the rate of compensation in the entrance step of the class to which he or she has been promoted.

In cases where the pay grade overlaps, promotion shall be effected to the next higher salary in the grade of the new class which will provide for an increase of not less than five percent but not to exceed Step 5 of the salary grade.

For purposes of eligibility for future step increases, a new anniversary date shall be established as of the effective date of the promotion.

If the grade mentioned in subsection A of this section does not overlap, but such employee is found to possess extraordinary qualifications for such new position, his or her prospective department head may request, in writing, authority to enter such new employee at the second step of the new grade. Such request shall be submitted to the

civil service commission which shall approve or disapprove such request. If such new position is in the unclassified service, such request shall be submitted to the county executive who shall make his or her recommendations to the board.

Educational or other special pay shall not be included when calculating the appropriate pay rate mentioned in this Article.

Employees appointed from a re-employment eligible list shall be placed at the same step in the salary grade that was attained immediately prior to layoff.

Upon recommendation of the appointing authority, the board of supervisors may adjust the step of an employee within the limits of the salary grade, Appointment at higher step. The new anniversary date will be the date of reemployment.

Reallocation

Upon the reallocation of a position because of a change in duties, the incumbent holder of the superseded classification shall not thereby gain status in the new classification; the incumbent may only attain status in the new classification in accordance with the appropriate section of the rules relating to promotion, demotion, transfer, layoff, or other appropriate sections, except that, when a position is reclassified to a higher level, the civil service commission may provide that the incumbent of a reclassified position may noncompetitively promote to the position when it finds that the incumbent has satisfactorily performed the duties of that position for a continuous period of not less than one year prior to the date the position is reclassified.

14.7 Nepotism

It is the policy of the county to regulate, restrict or prohibit the employment of relatives when it may have a detrimental effect on supervision and morale, and is necessary for proper and efficient operation and delivery of county services.

No relative of an elected or appointed county official or employee may serve in or be appointed, promoted, demoted or transferred to a position which involves a direct supervisor-subordinate relationship. For purposes of this rule, the department head, and the assistant department head or chief deputy or deputy department head are considered in the direct line of supervision of all employees in that department.

- a. "Direct line of supervision," as defined for purposes of this rule, includes any situation in which the official or employee would be in a position to effect the terms and condition of another's employment, including making decisions about work assignments, compensation, grievances, advancement or performance evaluation.
- b. A "relative" is defined as spouse, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the employee or spouse, children of the employee or spouse's children, employee's grandchildren, or any other person whose relationship to the employee is that of a dependant.

Employees who become relatives, after the effective date of this rule and work in a direct supervisor-subordinate relationship shall also be subject to this rule.

- a. In applying this subsection the county will initially allow the affected employees to determine which employee will remain in his or her current position. If the affected employees have no preference, the personnel director, with permission of the civil service commission, shall determine which of the employees will remain in his or her current position, giving consideration to the work history and seniority of the employees affected.
- b. As to the other employee, the personnel director will attempt to make a mutually acceptable transfer to a similar position in another department. If a mutually acceptable transfer cannot be made, that employee shall be subject to layoff in accordance with this Memorandum of Understanding.

The civil service commission may waive this rule with an acceptable showing of unusual or exceptional circumstances when this rule would otherwise prohibit the promotion, transfer, or demotion of a permanent employee. To be considered by the civil service commission, such action must be initiated by the appointing authority or the employee and recommended by the appointing authority. The foregoing waiver process must be completed prior to certification from an eligible list, approval of transfer or approval of a voluntary demotion of an employee into a situation that would cause nepotism, as defined by this rule.

An exception to this nepotism rule shall be in the case of a voluntary transfer or demotion due to a layoff. However, every effort should be made to avoid creating a supervisor-subordinate relationship as a result of the transfer or demotion.

No supervisor-subordinate relationship between relatives shall be permitted to be created from and after May 11, 1992, except as provided for in subsections C and D of this section. All such relationships existing prior to May 11, 1992, shall not be the cause for transfer, demotion or termination of any employee.

ARTICLE 15 Layoff

15.1 Layoff

Layoffs shall be made solely under the direction of the board of supervisors. The county executive officer, following board approval, may direct the department's appointing authority to lay off employees for any of the following reasons:

- a) Necessity based on lack of funds or work; or
- b) Advisable in the interest of economy to reduce the departmental staff; or
- c) Administration of a violation of Article 14.6 relating to nepotism.

Notwithstanding the provisions of this Article, the department's appointing authority may lay off an employee, without the direction of the board of supervisors, for the following reasons:

- a) Return of another employee with greater seniority from leave of absence;
- b) Return of another employee with greater seniority as a result of release from probation.

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

15.2 Notice

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

15.3 Order of layoff—Departmental

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

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

- b) Permanent employees shall be laid off, by class, in the inverse order of seniority within a classification within a department. Permanent part-time employees' seniority will be prorated based on hours worked as per the definitions contained in the definitions section of this agreement.
- c) The least senior employee may choose to "bump" to any class with the same or lower maximum salary in which the employee had previously served in a permanent status in the same department or in another county department of county service.
- d) Ties. In the event of a tie in seniority (above), the tie will be broken by ranking (i) in inverse order of seniority within the department, then (ii) inverse order of seniority within the total county service. In the event the above methods do not break the tie, then the final decision will be made by lot.

15.4 Transfer or demotion in lieu of layoff

In lieu of being laid off, an employee may request to transfer or demote to any vacant class that is approved to be filled with the same or lower maximum salary for which the employee meets minimum qualifications as provided in Article 14 subject to the approval of the personnel director. An employee who voluntarily exercises the option contained in this section to demote to another position shall be eligible to be placed on a re-employment eligible list.

- a) To determine which employee(s) will be displaced by an employee who chooses to bump, the employee's total county service will be compared to the time in class of each person in that class; however, an employee may not be displaced by an employee with less total county service, if such displacement results in separation from county service of the senior employee.
- b) To submit an election to bump, an employee must notify his or her appointing authority in writing of such election not later than five working days after receiving the notice of layoff. Any employee displaced by bumping shall have the same rights afforded by this section. The salary of the employee who elected to bump shall be determined in accordance with Article 14 of this agreement.
- c) An employee who exercises the right to bump shall be placed on the re-employment list for the classification of the position(s) from which they were laid off.
- d) An employee who previously exercised the option to elect bumping rights, shall, at the employee's discretion, have the right thereafter to set aside such exercise of the bumping option within thirty (30) calendar days and accept layoff.
- e) In the event that an employee is laid off as a result of privatization of a county function, the county will continue to pay the employee's current salary and benefits at the time of layoff, for two pay periods, without reducing accrued leave balances, to be considered severance pay. The severance pay will not apply if

the employee chooses not to exercise bumping rights or is hired by the private contractor. Employees subject to layoff will be allowed to use accumulated leave time to conduct a job search.

15.5 Definition of terms pursuant to layoff provisions

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

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

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

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

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

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

Layoff the involuntary termination pursuant to Article 15.1 of a permanent employee from a classification without fault on the part of the employee.

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

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

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

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

- a. An employee, who works in a temporary assignment, receiving work-out-of-classification compensation, will continue to accrue seniority in his/her regular position/classification.
- b. Any hours spent on a board of supervisors approved work furlough program will be included in the employee's seniority and total county service hours.
- c. An employee, who is transferred to another department as a result of the transfer of a business unit or function, shall have all county-paid hours in the prior department moved forward into the new department if he/she remains in the same classification.
- d. An employee whose position is reclassified shall have all hours moved forward to the newly reclassified position. This provision does not apply to any employee who receives a promotion as defined in Article 18 as follows:
 - a. Promotion advancement to a position of higher rank or grade where the salary grade difference between the current classification and the new classification involves an increase in pay of at least five percent or more. A change in salary grade resulting from a reclassification of an occupational group without regard to departmental lines and involving no substantial change in duties and qualifications is not considered a promotion.

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

- a. An employee who works in a temporary assignment receiving work-out-of-classification compensation will continue to accrue total county service.
- b. Employees who reinstate within a two-year period shall maintain their original date of hire. However they will not have any county-paid hours added to their seniority or county service during the period of separation.
- c. Any hours spent on a board of supervisors approved work furlough program will be included in the employee's seniority and total county service hours.
- d. An employee who is transferred to another department as a result of the transfer of a business unit or function shall have all county-paid hours in the prior department moved forward into the new department if he/she remains in the same classification.
- e. An employee whose position is reclassified shall have all hours moved forward to the newly reclassified position. This provision does not apply to any employee who receives a promotion as defined in Article 18 as follows:
 - a. Promotion advancement to a position of higher rank or grade where the salary grade difference between the current classification and the new classification involves an increase in pay of at least five percent or more. A change in salary grade resulting from a reclassification of an occupational group without regard to departmental lines and involving no substantial change in duties and qualifications is not considered a promotion.

ARTICLE 16 Miscellaneous

16.1 Contracting Out

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

ARTICLE 17 Sole Agreement Severability

This Agreement when signed by the parties hereto, and approved by the County Board of Supervisors, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the County and the UNION. Any such changes validly made shall become a part of this Agreement and subject to the terms.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 18 Definitions

18.1 Definition of terms

The following words and terms used in these rules shall have the meaning indicated below unless the context clearly indicates otherwise.

“Advancement” means a salary increase within the limits of the pay grade established for a class.

“Allocation” means the official determination of the class in which a position shall be deemed to exist and the assignment of an individual position to an appropriate class.

“Anniversary date” means the date by which and from which employee benefits are computed including but not necessarily limited to salary increases, vacation, sick leave and leaves of absence.

“Applicant” means a person who, according to the rules, has made formal application for employment.

Appointing Authority.

“Appointing authority” means the board, commission, department heads, group of persons, officer or person having the power by lawful delegated authority to make appointment to or removal from an established position in the county service.

Except as specifically provided elsewhere, the following shall be deemed the appointing authority:

The board of supervisors shall be the appointing authority for the county executive officer, county counsel, and all county boards and commissions.

The county executive officer shall be the appointing authority for all department heads other than elective officials.

Department heads shall be the appointing authority as to all persons within their respective departments.

Identification of a position as classified or unclassified shall not affect the operation of the foregoing rules.

“Appointment” means the offer to and acceptance by a person of a position either on a permanent or temporary basis.

“Assistant department head” means any individual having sole authority to act on behalf of a department head in the department head’s absence for an entire department, and who reports directly to the department head.

“Board” means the board of supervisors of the county of Placer.

“Certification” means the submission by the director of names of eligibles in rank order from an appropriate eligible list to an appointing authority.

“Class” means a definitely recognized kind of employment in the county service designed to embrace all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge and ability may be demanded of incumbents and so that the same schedule of compensation may be made to apply with equity.

“Classification or reclassification” means the judging of a position’s contents and its allocation by the commission to a class in accordance with the duties performed and the authority and responsibilities exercised.

“Classification plan” means an orderly arrangement of positions under separate and distinct classes so that each class will contain all those positions which are sufficiently similar in respect to duties and responsibilities to meet the requirements as established under the definition of “class,” such classification plan being established and maintained by the civil service commission.

“Classified service” means all positions in the county service except those specifically placed in the “unclassified” service.

“Commission” means the Placer County civil service commission.

“Compensation” means the salary, wage, allowances, and all other forms of valuable consideration, earned by or paid to an employee by reason of service in any position, but does not include any allowances authorized and incurred as necessary expenses.

“Compensation plan” means a schedule of salaries established by ordinance for the several classes of positions recognized in the classification plan, so that all positions of a given class will be paid the same salary grade established for the class.

“Continuous Service” means service without interruption during which the employee has been employed by the county. An employee who is laid off and then reemployed shall have total time worked as the basis for computing continuous service. Interruption of service means dismissal, resignation, unauthorized leave of absence and lay-off in excess of two years.

A break shall occur for any unauthorized absence or resignation.

For purposes of computing a break in service for employees on integrated State Disability Insurance (SDI), only those hours recorded as off payroll hours will accumulate toward the determination of a break in service. For example, in an eighty (80) hour pay period, the SDI hours covered may amount to twenty (20) hours. The remaining hours are covered by and charged to sick leave. The twenty (20) hours related to SDI will be off payroll, which will be reflected on the employee’s payroll check stub.

Except as provided in this definition, partial calendar months shall be excluded in computing continuous service.

“County” means the county of Placer.

“County service” or “service of the county” means the positions and employments occupied by any legally appointed officer or employee of the county established by the board.

“Demotion” means a change in status of an employee, from a position in one class to a position in another class having lesser duties and responsibilities, lower qualifications and a lower grade of compensation.

“Department” means an administrative branch of the county government with a line of work and group of employees under the immediate charge of a chief executive officer, who is known as the department head.

“Director” means the personnel director.

“Dismissal” means the separation of an employee from the classified service for a cause.

“Eligible” means a person who may legally be appointed to vacant positions in the competitive service by reason of prior service or of the successful passage of an original entrance or promotional examination.

“Eligible list” means a list of names of persons arranged in order of final ranking, who have been found qualified through suitable tests for employment for positions allocated to a specific class.

“Employee” means a person who is legally occupying a position in the county service or who is on authorized leave of absence.

“Assembled examination” means a test conducted at a specified time and place at which applicants are required to appear concurrently for competition under the supervision of an examiner or proctor.

“Unassembled examination” means a test consisting of an appraisal of training, experience or work history, or any other means for evaluating other relative qualifications of applicants without the necessity of their personal appearance at a specified place.

“General reclassification” means a general survey within a department wherein a group of positions are resurveyed and, as a result, a group of such positions are reallocated to different classes.

“Termination in good standing” means that an employee has given the required termination notice and has not been discharged for cause. It shall also include employees who have been laid off.

“Occupational group” means a major subdivision of a series including one or more classes of positions in an associated craft, occupation, profession, or functional activity.

“Holiday Pay” A declared holiday constitutes eight working hours granted as time off with pay for full-time employees. Part-time employees’ holiday hours shall be pro-rated on the basis of their standard/scheduled hours to a forty (40) hour week. For UNION represented employees, rounding will occur to one decimal place.

“Layoff” means termination of employment of an employee without prejudice for any of the following reasons:

- Necessity based on lack of funds or work; or
- Advisability in the interest of economy to reduce the departmental staff; or
- Return of another employee with greater seniority from leave of absence.

“Leave of absence” means an authorized absence from work as provided by these rules.

“Open examination” means an examination open to the public and not limited to applicants in county service.

“Overtime” means: General Unit and Professional Unit. That period of authorized work performed by an employee in excess of such employee’s normal work period.

“Permanent full-time position” means a position established within which a full-time employee works on a continuous basis, forty (40) hours per week and allocated by the board to a department in the salary ordinance. (Except those employees under an FLSA 7J or 7K exemption.)

“Permanent part-time position” means a position established on a permanent, year-round basis requiring work on a regular schedule of less than forty (40) hours per week and allocated by the board to a department in the salary ordinance.

“Position” means an office or employment in the county service, of which the duties and responsibilities are exercised by one person.

“Extra help position” means a position approved by the county executive for a specific length of time, who works eight hours a day or a fraction thereof, but such work is done on call at irregular intervals or without a set pattern, usually to meet peak workloads or temporary conditions such as vacation relief, paid sick leave and other situations involving a fluctuating staff. An extra help position is not allocated by the board to a department.

“Professional employee” means:

- Any employee engaged in work:
 - Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work;
 - Involving the consistent exercise of discretion and judgment in its performance;
 - Of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
 - Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a long course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a

general academic education or from an apprenticeship or from training in the performance or routine mental, manual or physical processes; or

Any employee who:

Has completed the courses of specialized intellectual instruction and study in this definition;

Is performing related work under the supervision of a professional person to qualify himself or herself to become a professional employee as defined in this definition.

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

“Promotional examinations” means those limited to qualified permanent county employees. County employees shall be allowed paid time during their regular scheduled shift to interview for other county positions.

“RDO” means regular day off or an employee’s regularly scheduled day off.

“Re-allocation” means a change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on the basis of substantial changes in the kind, difficulty, or responsibility of duties performed in such position.

“Re-employment list” means a list of names of persons, arranged in order provided by these rules, who have occupied positions allocated to any class in the classified service and who have been separated from the service due to layoff or who have been demoted to a lower class and who, in accordance with these rules, are entitled to have their names certified to appointing authorities when vacancies in the class from which they separated are to be filled, ahead of those whose names are on any eligible list for the class.

“Reinstatement” means restoration of a former permanent full-time employee to a class in which status was formerly held.

“Series” means one or more occupational groups having classes of positions with duties substantially similar in nature and character, such classes being placed in the respective groups to aid in the process of classification, in determining and fixing compensation and in administering the county classification and compensation plan.

Service Credit, One Year of “One year of service credit” means two thousand eighty (2,080) hours of service, including authorized paid absences.

Service, Types of “Service” refers to the number of hours an employee works and to the regularity with which he or she works.

Permanent Full-Time. A permanent full-time employee works on a continuous basis forty (40) hours per week and whose position is allocated by the board to a department and listed in the salary ordinance.

Permanent Part-Time. A permanent part-time employee works less than forty (40) hours per week but normally follows a predetermined fixed pattern of working hours and whose position is allocated by the board to a department and listed in the salary ordinance.

Extra Help. An extra help employee may work eight hours a day or a fraction thereof, but whose position is not allocated by the board to a department but has been authorized by the county administrative officer for a specific length of time. An extra help employee has no status. The advance authorization by the county executive office shall not be required as to any urgent or emergency situation; in such emergency situation the sheriff may use any reserve deputy sheriff for a period not to exceed sixteen (16) hours within a pay period. Not later than the close of the third succeeding work day following the commencement of such emergency use, the sheriff shall, in writing, report such emergency use to the county executive office.

Limited Term. A limited term employee works on a continuous basis twenty (20) or more hours per week. These positions are allocated by the board to a department as funded for the duration of an outside source of funds, e.g., federal or state grant. A limited term employee has no status until transferred to or appointed to a permanent position within the county.

“Specification” means the official description of a class.

Status, Types of. There are three types of status. They are acquired as follows:

Permanent. Acquired by an employee who has been lawfully retained in his or her position after the completion of the probationary period as provided in these rules.

Probationary. Acquired by an employee who has been certified and appointed, but who has not completed the probationary period as provided in these rules.

Provisional. Acquired by an employee who possesses the minimum qualifications established for the class and who has been appointed to fill a position for which no eligibles are available.

“Supervisory employee” means any individual having authority to exercise independent judgment in the interest of the employer, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Second Level Supervisor. Authority to direct a division or unit of a department. May be directly responsible for other supervisors, professional employees and employees whose output is qualitative rather than quantitative; who exercise independent judgment as opposed to routine decision making; and stresses intellectual rather than manual tasks.

First Level Supervisor. One who is directly responsible for five or more employees within a department, division, or unit on a full-time basis. Reports to assistant department head, division head, or second level supervisor.

“Suspension” means a temporary separation of an employee from his or her position without pay, for disciplinary purposes or other just causes. An employee may not be so suspended for a period exceeding ninety (90) calendar days in any calendar year.

Titles, Class Title or Title of Class The designation given to or name applied to a class or to each position allocated to the class and to the legally appointed incumbent of each position allocated to the class. (Its meaning is set forth in the corresponding definition and the class specification and it is always to be used and understood in that sense, even though it may previously have had a broader, narrower, or different significance.)

“Workday” means that twenty-four (24) hour period which begins at 5:01 p.m. on each calendar day.

“Workweek” means:

Regular Workweek—General Unit, Professional Unit and Deputy Sheriffs Unit. That calendar period which begins at 5:01 p.m. on a Friday and which ends at five p.m. on the following Friday. Paid time off for vacation, holidays, sick leave, and compensatory time taken shall be computed as actual hours worked for computation of overtime.

9/80 Program—General Unit and Professional Unit. In the case of employees on a 9/80 program (nine workdays in an eighty (80) hour pay period) the workweek shall consist of the first forty (40) hours worked in a seven consecutive twenty-four (24) hour period, commencing with adoption of the 9/80 program. A 9/80 program shall consist of eight nine-hour workdays, one eight-hour workday and one additional day off, every other workweek. The additional day off must be taken on the same day of the week as the eight-hour workday in the alternate week. Paid time off for vacation, holidays, sick leave, and compensatory time taken shall be computed as actual hours worked for computation of overtime.

ARTICLE 19 Duration

The current contract between both UNION units and the County runs July 1, 2010 through June 30, 2011. The effective dates of the particular provisions herein are either identified in the provisions themselves or can be found in the source documents.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,**

LOCAL 39, AFL-CIO

By: _____
Jerry Kalmar
Business Manager

By: _____
Madison Bland
President

By: _____
Joan Bryant
Director of Public Employees

By: _____
Chuck Thiel
Business Representative

By: _____
James Britton
Business Representative

By: _____
Clark Gehlbach
Placer Public Employees Organization

By: _____
Glen Harnish
Placer Public Employees Organization

THE COUNTY of PLACER,

By: _____
County Executive Officer

APPENDIX A – Salary Schedule

APPENDIX B – Drug and Alcohol Policy