



MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer and Nancy Nittler, Personnel Director
By: Maryellen Peters, Deputy County Executive Officer
DATE: July 22, 2014
SUBJECT: Placer Public Employees Organization Memorandum of Understanding and Placer County Code, Chapter 3 Updates

ACTION REQUESTED

It is recommended that your Board take the following actions:

1. The provisions contained in the Memorandum of Understanding between the County of Placer and the Placer Public Employee Organization for the General and Professional Units adopted July 8, 2014, shall become effective the first full pay period after adoption of these related ordinances or on the date indicated in the adopted MOU.
2. Adopt an ordinance adjusting the compensation and employment terms for Placer Public Employee Organization represented employees, which shall become effective the first full pay period after adoption or on the date indicated in the ordinances.
3. Adopt an un-codified ordinance adjusting salaries, compensation, and benefits for Placer Public Employee Organization represented employees, which shall become effective the first full pay period after adoption or on the date indicated in the ordinances.

BACKGROUND

The Placer Public Employees Organization (PPEO) represents about 1,800 employees in the General and Professional Units, which makes up approximately 77% of Placer County's workforce. Staff requests that the Board consider for adoption the attached Memorandum of Understanding between the County and PPEO that will place these employees under contract through June 30, 2017.

The Board of Supervisors ensures continued sustainability of county's service delivery to constituents, while requiring the agency to maintain a solid financial position, through adopted policies and a Five-Year Strategic Budget Model that guide staff in the management of operations and development of county budgets. While the county expects fiscal challenges will need to be addressed with the upcoming budget cycle, staff expect modest revenue growth will

provide the funding necessary for the County to both offer critical services to our citizens and pay for labor and other operating cost increases.

The County's future ability to fund these priorities is in large part due to prior actions taken by the Board in response to the recent economic downturn. As the country's economic outlook continues to improve, we are optimistic that modest revenue growth will continue. Keeping in line with the Board of Supervisors' commitment to employee engagement as well as preparing for expected pension increases, the negotiating teams worked closely and respectfully resulting in a collaboratively negotiated agreement.

Memorandum of Understanding

The Placer Public Employee Organization Memorandums of Understanding for both the General and Professional Units expired on December 31, 2013. On August 26, 2013 Chuck Thiel, business Representative sent the County a letter requesting collective bargaining for a new Memorandum of Understanding (MOU). The PPEO and County negotiating teams began negotiations in October 2013 and on May 1, 2014 the two parties reached tentative agreement on a contract that would extend to June 30, 2017. In mid May 2014, the PPEO membership ratified approval of the new contract with greater than 80% of the vote approving the package.

The negotiating teams worked diligently to update the agreement with all terms and conditions of employment for PPEO members and bring them into alignment with current business practices and employment laws. The new MOU will serve as a valuable resource tool for PPEO members as well as county managers and supervisors. Additionally, in keeping with past practice, other employment terms were updated and remain in Chapter 3 of the Placer County Code. Key provisions of the PPEO MOU include the following:

- **Wage Adjustments.** Employees will receive modest wage increases to their base hourly rate effective as follows:
 - November 15, 2014 2%
 - November 14, 2015 2%
 - November 12, 2016 1%
 - June 24, 2017 1%
- **Long Term Disability Insurance.** This benefit will be terminated effective December 31, 2015 at 11:59 p.m.
- **Tahoe Subsistence Pay / Tahoe Rural Health Subsidy.** Effective calendar year 2015, the Tahoe Rural Health Subsidy will be eliminated in exchange for an increase in Tahoe Subsistence Pay from \$675 per month to \$775 per month. Tahoe Subsistence Pay is considered pensionable compensation.
- **401(k) In Lieu of Health Insurance.** The County will contribute a flat \$140 per pay period, up from the current \$130 per pay period, to an employee's 401(k) account in lieu of that employee participating in the County's health insurance program.
- **Stand-by duty.**

- Effective December 13, 2014 stand-by duty shall increase by \$4 to a flat rate of \$25 for weekdays and \$28 for weekends and holidays (from the current \$21 and \$24 respectively).
- Effective December 12, 2015 stand-by duty shall increase by an additional \$2 to a flat rate of \$27 for weekdays and \$30 for weekends and holidays.
- **Tuition Reimbursement.** Employees will be reimbursed for the cost of tuition, books and fees up to a maximum of \$700 per fiscal year (up from the current \$550).
- **Dental Insurance.** Added dental implants to the current list of items covered.
- **Clarified business practices.** Numerous tentative agreements were reached during the course of negotiations which clarified and updated existing business practices for county employees including:
 - Call-back duty. Multiple calls to the employee within a 60 minute period shall be paid as a single call back period;
 - Seniority calculations during a layoff process related to employees who had voluntarily demoted to a lower classification and where the demotion was not part of a layoff;
 - Inmate oversight pay will only be paid to an employee with direct supervision of inmate workers;
 - Leave of absence, integrated leave hours will be increased as needed to cover the employee's share of insurance premium costs;
 - Longevity pay calculations will include service at the higher salary grade when an employee takes a voluntary demotion, transfer or reclassification to a lower salary grade;
 - Insurance continuation while on a medical leave of absence beyond the FMLA/CFRA/PDL period, when the employee is in an unpaid status, for the first 3 months health insurance premiums shall paid with the current employer-employee cost sharing agreement;
 - Storekeeper classification added to work boot / safety shoe allowance;
 - Eliminated all County payments for taxable meal reimbursements.

Some updated clarified business practices will apply to management, confidential and unclassified non-management employees and as such, have been included in the ordinance that updates the Placer County Code. For example, sick leave hours can be taken in less than one half hour units and floating holiday hours can be taken in less than half day units. Conforming County Code language was updated to reflect current payroll, legal and operating practices.

FISCAL IMPACT

The cost impacts to the County for this labor agreement have been held to a minimum whenever possible, with the effects of some items deferred into future fiscal cycles when staffs anticipate that the County's revenue will improve. In addition, all salary and benefit increases have been spread out over several budget years, incrementally, so that the full cost of the package will not be realized until FY 2017-18.

The wage increases are scheduled to take effect at the end of each calendar year, or mid fiscal cycle, to minimize the impacts on the County's budget. As a result, PPEO new contract costs due to wage increases and roll up costs are as follows: FY 2014-15 \$1.7 million; FY 2015-16 \$3

million, FY 2016-17 \$2.2 million and FY 2017-18 \$2.3 million. In FY 2015-16 wage increases will be offset by the elimination of the long term disability benefit which will annually save the County \$283,988.

The County will pay additional, annual costs for other contract items as follows: 401(k) in lieu - \$72,540, stand-by-pay - \$39,507 and \$32,250 for dental and tuition increases. In calendar year 2015 the exchange of the employee Tahoe Rural Health Subsidy for the Tahoe Subsistence Pay may cost the County about \$23,000 annual due to the additional FICA tax and pension costs. The total annual cost for the package will not be realized until FY 2017-18 and is estimated at approximately \$9.17 million.

Attachments

1. Ordinance amending the Placer County Code, Chapter 3 implementing compensation and benefits adjustments for Placer Public Employees Organization represented employees.
2. Un-codified Ordinances implementing salary, compensation and benefit adjustments for PPEO General and Professional Unit represented employees.

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

In the matter of: **AN ORDINANCE AMENDING**

**SECTIONS 3.04.200, 3.04.240, 3.04.280, 3.04.290, 3.04.390,
3.04.450, 3.04.520, 3.04.530, 3.04.590, 3.04.810, 3.08.510,
3.08.1050, 3.08.1110, 3.12.020, 3.12.060, 3.12.080, 3.12.090,
3.12.110 OF CHAPTER 3 OF THE PLACER COUNTY CODE**

Ordinance No: _____

First Reading: July 8 2014

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Jack Duran
Chairman, Board of Supervisors

Attest:
Clerk of said Board

Ann Holman

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

Section 1: That Section 3.04.200 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.200 General policy on overtime.

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

B. ~~General Unit and Professional Unit~~ **PPEO Represented** and Deputy Sheriffs Unit **Employees**. An appointing authority shall have the right, subject to the provisions of Sections 3.04.200, ~~3.04.210~~, 3.04.230 and 3.04.240(A), to require that an employee work overtime.

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

1. For PPEO Represented Employees, the appointing authority shall have the ability to change an employee's work schedule for jury duty without giving that employee seven calendar days advance written notice.

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.). (Ord. 5478-B (Attach. A), 2007; prior code § 14.204)

Section 2: That Section 3.04.240 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.240 Procedure to secure overtime pay.

* * *

C. ~~PPEO General and Professional Units~~ **Represented** and Confidential Employees. Overtime earned shall be paid at one and one-half times the employee's regular rate of pay or, in lieu of overtime pay can be received as compensatory time earned (CTE) at one and one-half times the number of overtime hours worked.

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

2. Subject to the provisions of this subsection, overtime earned may be paid in cash or taken in the form of compensatory time off at the option of the employee. CTE may be taken at any time as compensatory time off (CTO) with the prior approval of the ~~department head~~**appointing authority** or designee; however, if the requested time off is denied, the employee may request payment in cash in lieu of CTO **at the employees current rate of pay.**

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

4. Compensatory time earned and not used by the last day of the pay period that results in the last paycheck of the calendar year shall be carried forward into the next calendar year up to a maximum of eighty (80) hours. All CTE accumulated within the county's calendar year in excess of eighty (80) hours must be taken as time off or cashed out within the calendar year that it is earned or it shall be paid in cash on the last pay date of the calendar year (which is the same as the IRS tax year). CTE carry-over (up to the eighty (80) hour maximum) will be transferred to a restricted CTE account. Bargaining unit members will be allowed to use the hours in the restricted CTE account as time off only. The restricted CTE account may never have a balance greater than eighty (80) hours ~~after the last paycheck in June 2012.~~

~~Carry-Over Transition Exception for January through June 2012. An employee may request to carry over more than eighty (80) hours of CTE but not more than an additional eighty (80) hours (for a total of one hundred sixty (160) hours), on a one-time basis, to be used for planned medical or extraordinary personal reasons if that request is submitted to and approved by the appointing authority by December 15, 2011. All such leave requests will be forwarded to the county executive officer for final review and approval. Hours approved under this exception will be transferred to the restricted CTE account. Employees approved for this additional CTE carry-over will be allowed to use the hours in the restricted CTE account as time off only. Any unused CTE accumulated in this restricted account that is in excess of eighty (80) hours will be paid out in the last paycheck in June 2012.~~

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

Section 3: That Section 3.04.280 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.280 Overtime—Call-back duty.

A. PPEO **Represented** and Confidential Employees.

1. 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.

2. 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.

3. 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.

4. Multiple calls to the employee within a sixty minute period beginning with the first call, in the same hour, shall be paid as a single call back pay period.

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Section 4: That Section 3.04.290 of Chapter 3 of the Placer County Code is hereby amended as follows:

3.04.290 Overtime—Stand-by duty.

A. Stand-by duty requires the employee so assigned:

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

B. Stand-by duty may only be assigned by a department head, or designated representative.

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

1. PPEO Represented Employees. Effective December 13, 2014, pay period 14, stand-by duty shall be compensated at a flat rate of twenty-five dollars (\$25.00) for weekdays and twenty-eight dollars (\$28.00) for weekends and holidays.

a. PPEO Represented Employees. Effective December 12, 2015, pay period 14, stand-by duty shall be compensated at a flat rate of twenty-seven dollars (\$27.00) for weekdays and thirty dollars (\$30.00) for weekends and holidays.

D. Stand-by duty and stand-by compensation shall not be deemed overtime compensation for purposes of Section 3.04.230.

Section 5: That Section 3.04.390 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.390 Insurance continuation. DSA Represented Employees.

A. For those employees who are on a medical leave of absence in a paid status and covered by the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA), Section 3.04.540, the county will pay its normal contribution for all insurance programs for the FMLA/CFRA period. The employee will be responsible for their share of the insurance premiums.

B. For those employees who are on a medical leave of absence in an unpaid status and covered by FMLA/CFRA, Section 3.04.540, the county will pay its normal contribution for health, dental and vision insurance for the FMLA/CFRA period. The employee will be responsible for their share of health, dental and vision premiums. The employee will be responsible for any premium payments (both county and employee share) associated with any other insurance programs in which he or she is enrolled. If the employee fails to return to work from medical leave, the employee will reimburse the county for premiums paid on the employee's behalf.

C. If the medical leave of absence under the FMLA/CFRA, Section 3.04.540 extends beyond the FMLA/CFRA period, the county will continue to pay its normal contribution for group insurance premiums while the employee is in a paid status and the employee will be responsible for their share of insurance premiums. Health insurance premiums will continue to be paid by the employer during the first three months of leave after leave balances are exhausted. Three months following the exhaustion of all paid leave balances or FMLA/CFRA leave (whichever is later) the employee will be responsible for both the county share and the employee share of all the group insurance premiums for the remainder of the approved leave. This includes payment for health, dental, vision, life, accidental death insurance or other county insurance programs.

~~D. 1. PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees. For those employees on a medical leave and not eligible for the FMLA/CFRA leave under Section 3.04.540, the county will pay its normal contribution for group insurance premiums while the employee is in a paid status. Three months following the exhaustion of all paid leave balances, the employee will be responsible for their share of insurance premiums. Once the employee exhausts all leave balances, the employee will be responsible for both the county share and the employee share of all group insurance.~~

D.2. ~~DSA Represented Employees.~~ For those employees on a medical leave and not eligible for the FMLA/CFRA leave under Section 3.04.540, the county will pay its normal contribution for group insurance premiums while the employee is in a paid status.

Once the employee exhausts all leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share).

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

Section 6: That Section 3.04.395 of Chapter 3 of the Placer County Code is hereby added and shall read as follows:

3.04.395 Insurance continuation while on leave of absence. PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees.

A. For those employees who are on a medical leave of absence in a paid status and covered by the Family Medical Leave Act/California Family Rights Act/Pregnancy Disability Leave (FMLA/CFRA/PDL), Section 3.04.540, the county will pay the employer share towards all insurance programs for the FMLA/CFRA period. The employee will be responsible for paying the employee share of the insurance premiums.

B. For those employees who are on a medical leave of absence in an unpaid status and covered by FMLA/CFRA/PDL, Section 3.04.540, the county will pay the employer share towards health, dental and vision insurance for the FMLA/CFRA/PDL period. The employee will be responsible for the employee share of health, dental and vision premiums. The employee will also be responsible for any premium payments (both county and employee share) associated with any other insurance programs (including but not limited to life insurance, AD&D...) in which he or she is enrolled. If the employee fails to return to work from medical leave, the employee will reimburse the county for premiums paid by the County on the employee's behalf.

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

1. If the medical leave of absence under the FMLA/CFRA/PDL, Section 3.04.540, extends beyond the FMLA/CFRA/PDL period and the employee is in unpaid status, the County will continue to pay the employer share towards health insurance premiums during this period of extended leave for up to three months. The employee will pay the employee contribution towards health insurance

premiums and all premium payments (both County and employee share of contribution) associated with any other insurance programs in which he or she is enrolled. This includes but is not limited to health, dental, vision, life, accidental death insurance or other county insurance programs.

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

D. For those employees on a medical leave and not eligible for the FMLA/CFRA/PDL leave under Section 3.04.540, the County will continue to pay the employer contribution towards group insurance premiums while the employee is in a paid status and the employee will be responsible for paying the employee share of insurance premiums.

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

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

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

Section 7: That Section 3.04.450 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.450 Sick leave contributions. PPEO represented, DSA represented and confidential employees.

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

A. 1. PPEO Represented and Confidential Employees. To be eligible, an employee or immediate family member, as defined in Section 3.04.350(B), must have a verifiable long-term illness or injury, ~~i.e., cancer, heart attack, stroke, serious injury, etc.~~, and the employee must have exhausted all-paid leave time, or soon will have exhausted such leave, resulting in the employee being in an-unpaid status.

* * *

D. Donated vacation hours must be in increments of one hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Example: Employee A is at ten dollars (\$10.00) per hour and donates one hour to Employee B who is making five dollars per hour. Employee B would be credited with two hours of sick leave. ~~Conversions for crediting will be rounded to the nearest one-half hour increment~~

1. Deputy Sheriff's Units. Conversions for crediting will be rounded to the nearest one-half hour increment.

Section 8: That Section 3.04.520 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.520 Management, district attorney and child support attorney leave.

* * *

~~8. Notwithstanding the above, for the 2012 calendar year only, employees shall have the value of one-half of the annual district attorney/child support leave accrual credited to their leave account in pay period 1 in consideration of the amount previously received for the 2011-2012 fiscal year. District attorney/child support leave hours not utilized or cashed out prior to pay period 13 will be cashed out on the last pay check of the 2012 calendar year.~~

Section 9: That Section 3.04.530 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.530 Leave of absence—In general.

* * *

F. State Disability Insurance—PPEO Represented Employees.

1. SDI payments shall be integrated with accrued county sick leave until exhausted, **and** then other paid leave time shall be used for SDI integration. The employee shall pay premium costs as may be required from time to time by the state of

California. Such premiums will be deducted from employees' paycheck(s) and transmitted to the state by the county.

2. If the number of integrated leave hours does not cover the employee's share of the insurance premium costs, the employee shall use additional paid leave hours to cover these costs. If the employee does not have enough leave hours to cover their share of insurance premium payments, then they will be billed separately for these costs.

Section 10: That Section 3.04.590 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.590 Abandonment of employment.

* * *

D. The resignation provided by this section may be rescinded by the employee's appointing authority, if such employee presents satisfactory reasons for his or her absence:

1. DSA Represented Employees. 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.

2. PPEO Represented, Management and Confidential Employees. In writing, within five (5) calendar 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.

Section 11: That Section 3.04.810 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.810 Floating holiday.

A. Floating Holiday Hours.

* * *

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

Ordinance. _____

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

b. ~~Floating holidays must be taken in full day or half day (four hours or proration for part-time employees) increments. While on a leave of absence, floating holiday time can be taken in smaller increments, as needed, for integrating paid leave with State Disability Insurance (SDI), paid family leave (PFL), workers' compensation benefits or salary protection.~~

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

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

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

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

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

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

Section 12: That Section 3.08.510 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.510 Work-out-of-class pay.

A. In line with the principle that an employee assigned higher level work or is 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~~ work-out-of-class assignment are as set forth in subsection B of this section.

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

C. Procedure.

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

Ordinance. _____

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

3. An out-of-class work-out-of-class assignment shall be made by a personnel action form:

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

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

4. An out-of-class work-out-of-class assignment for training purposes may be excluded from work-out-of-class compensation, provided such training purposes can be adequately demonstrated.

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

a. No out-of-class work-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 Work-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.

6. 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. (Ord. 5683-B § 36, 2012; Ord. 5478-B (Attach. A), 2007; prior code § 14.1625)

Section 13: That Section 3.08.1050 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1050 Length of probation.

Ordinance. _____

* * *

B. 1. PPEO Represented, **Classified Management and Confidential Employees** Classifications—Extension of Probation. **Probationary periods may be extended when good cause exists. Good cause includes, but is not limited to, an extended absence or similar circumstance that removes the probationary employee from direct observation of job performance and/or** ~~If during the probationary period, there have been changes in an~~ **the probationary** employee’s status, i.e., a transfer from one class to another, a transfer from one department to another, change in work location, major change in assignment, the installation of, new processes **or**, technology, ~~or other circumstances that warrant an extension of probation;~~ or if **when** the appointing authority has failed to complete interim performance appraisals and has been directed to request such an extension of the probationary period under Section 3.08.1060(B). **In such situations**, the appointing authority may, with the consent of the personnel director, extend an employee’s probationary period for up to ninety (90) days (five hundred twenty (520) hours) and with the consent of the civil service commission up to six months (one thousand forty (1,040) hours). Prior to expiration of the probationary period the appointing authority must present evidence to the civil service commission documenting the reason for requesting an extension of the probationary period. The personnel director may provisionally extend a probationary period until the next regularly scheduled civil service commission meeting at which a request can be heard.

* * *

Section 14: That Section 3.08.1110 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1110 Order of layoff—Departmental.

* * *

2. 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 Section 3.08.1105.

a. PPEO Represented, Classified Management and Confidential Employees. Employees who voluntarily demote to a lower classification (not as part of a layoff and the layoff process) shall have their hours of service in the higher classification transferred to the lower classification for the purpose of calculating seniority for layoff purposes only.

* * *

Section 15: That Section 3.12.020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.020 9. Rain Gear Allowance.

* * *

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

* * *

Section 16: That Section 3.12.020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.020 11. Bi-Lingual Pay

~~a. PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees. When requested by a department head, and approved by the personnel director, designated employees shall be paid an additional five percent for the use of a second language in the normal course and scope of work.~~

ab. PPEO Represented, Management, Confidential, Unclassified Nonmanagement, Deputy Sheriffs Unit and Safety Management Employees. Effective pay period 4, July 23, 2004 at 5:01 pm and ~~u~~ Upon request of the department head and approval of the personnel director, designated employees shall be paid an additional five percent of base salary for the use of a second language in the normal course and scope of work. Sign language shall constitute a second language within the meaning of bilingual pay provided that the requisite certification procedures as defined by the personnel director have been completed.

Section 17: That Section 3.12.020 of Chapter 3 of the Placer County Code is hereby added and shall read as follows:

3.12.020 23. Work Boot/Safety Shoe Allowance.

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

Assistant Road Superintendent

Automotive Mechanic/Master Automotive Mechanic/Supervising Mechanic

Building Crafts Mechanic/Senior/Supervising

Building Inspector I/II/Senior/Supervising

Bus Driver I/II/Senior

Code Enforcement Officer I/II/Supervising

Custodian I/II/Senior/Supervising

Emergency Services Specialist I/II/Senior

Engineering Technician I/II

Equipment Mechanic/Master Equipment Mechanic

Equipment Mechanic/Welder

Equipment Operator/Equipment Operator—Senior

Equipment Services Worker I/II

Fleet Services Technician

Information Technology Analyst I/II (Assigned to Telecommunications)

Maintenance Worker

Mechanic—Supervising

Park and Grounds Worker/Senior/Supervising

Road District Supervisor/Road District Supervisor—Senior

Storekeeper

Surveyor Assistant/Associate/Senior

Telecommunications Technician I/II

Traffic Sign Maintenance Worker/Senior

Traffic Sign Supervisor/Traffic Sign Supervisor—Senior

Transportation Supervisor

Tree Trimmer/Tree Trimmer—Senior

Tree Maintenance Supervisor/Tree Maintenance Supervisor—Senior

- Utility Service Worker/Senior/Supervising
- Utility Operations Supervisor
- Waste Disposal Site Attendant/Senior/Supervisor
- Waste Water Laboratory Technician/Senior
- Wastewater Plant Operator Trainee I/II/III/Supervising
- Wildlife Specialist

b. Administrative Dispatcher Assigned to Tahoe. The purchase of work boots/safety shoes may be reimbursed on a calendar year basis at the discretion of the director of public works. Such reimbursement shall be in accordance with the process determined by the auditor controller's office. The annual reimbursement by the county shall not exceed one hundred fifty dollars (\$150.00) per calendar year.

Section 18: That Section 3.12.020 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.020 Classified service—Salary and benefits notations.

* * *

24. Inmate Oversight Pay -- PPEO Represented Employees. **The County will pay eligible employees** ~~Employees are eligible for additional compensation of five (5%) percent of base pay~~ **when it is determined by the appointing authority that his/her work assignment requires the direct supervision of inmates** ~~for inmate oversight in the following situations:~~

- a. They are so assigned by the appointing authority;
- b. ~~The appointing authority determines that their regular work assignment requires the coordination, oversight, supervision and/or management of inmate workers for a minimum of fifty (50) percent of their assigned work hours on a regular basis;~~
- c. **The employee is responsible for the direct supervision of inmate workers** ~~where such supervision~~ ~~oversight is not an incumbent part of their working conditions (such as in the probation department and/or sheriff's office or jail~~ **with the exception of individuals allocated to the** ~~except for building crafts mechanic series or equipment services worker series~~ **or subsequent classification series)**;
- i. **The employee's supervisor will not receive inmate oversight pay unless they directly supervise inmate workers.**
- d.c. Where the quality and quantity of the work performed can be enhanced with the dedication of inmate work crews;
- d. **Inmate Oversight pay shall only be paid on actual hours worked performing direct inmate supervision duties** ~~Inmate oversight pay will only be applied to those hours actually worked in performance of the duties described herein; and~~

f.e. Departments utilizing inmate work force shall be limited as to the number of positions authorized to receive inmate oversight pay ~~as determined by the county executive's office~~. Consideration by the department heads appointing authority shall be given to:

- i. Staff which ~~regular~~ work assignments meets the criteria identified above,
- ii. Projects that may involve remote work sites and/or alternative work schedules, including weekends and/or events,
- iii. Projects that may be short term in nature involving consistent use of inmate work crews such as the state fair, county fair or other county events,
- iv. Other projects in which the best interests of the county are met by utilizing an inmate work crew.

Section 19: That Section 3.12.060 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.060 Longevity pay.

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

1. An employee who takes a voluntary demotion, transfer or reclassification to a lower salary grade shall have the previously earned service at the higher salary grade count towards the longevity pay calculation in the lower grade.

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

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

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

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

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

* * *

Section 20: That Section 3.12.080 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.080 Supplemental compensation - Tahoe.

* * *

~~B. General Unit, Professional Unit~~ **PPEO Represented**, Confidential, Management, and Safety Management. Tahoe subsistence shall be paid at the rate of six hundred seventy-five (\$675) per month.

1. PPEO Represented Employees. Effective calendar year 2015, pay period beginning December 27, 2014, in exchange for elimination of the Tahoe Rural Health Subsidy, Tahoe Subsistence Pay shall increase to seven hundred seventy five (\$775) dollars per month.

* * *

Section 21: That Section 3.12.090 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.090 Tahoe rural health program.

* * *

B. PPEO Represented, Safety Management, Management and Confidential Employees. The eCounty provides a rRural hHealth sSubsidy allowance for Tahoe area employees who do not have access to a eCounty offered Health Maintenance Organization, and are covered by a eCounty offered PPO. The rRural hHealth sSubsidy allowance will be used for the reimbursement of medical expenses, as defined under IRS Code Section 213, which are not covered by any other insurance plan. The reimbursement cannot cover employee premium payments.

1. Employees who have one-party coverage will be entitled to receive the Tahoe Rural Health Subsidy for a maximum of \$2,000 (**two thousand dollars**) each calendar year.

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

C. Employees who receive the 401(K) contribution in lieu of eCounty-paid health insurance will not be entitled to this benefit.

D. 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.

E. PPEO Represented Employees. Effective after 11:59 p.m. on December 31, 2014, for calendar year 2015, the Tahoe Rural Health Subsidy will be eliminated.

Section 22: That Section 3.12.110 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.110 County payment--Employee share of CalPERS retirement contribution.

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

Effective pay period 14, December 15, 2012, employees in the CalPERS miscellaneous retirement plan will pay one hundred (100) percent of their required CalPERS employee contribution.

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

Effective pay period 14, December 15, 2012, employees in the CalPERS safety retirement plan will pay one hundred (100) percent of their CalPERS employee contribution.

* * *

H. PPEO Represented, Management, Safety Management, and Unclassified Nonmanagement Employees. Placer County will comply with the Public Employees' Pension Reform Act of 2013 (PEPRA) and future retirement legislation and or regulations.

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

In the matter of: **AN ORDINANCE AMENDING**

Ordinance No: _____

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

First Reading: July 8, 2014

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Jack Duran
Chairman, Board of Supervisors

Attest:
Clerk of said Board

Ann Holman

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

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

1. Wage Adjustment

Placer Public Employee Organization (PPEO) represented employees shall receive wage adjustments as follows:

- a. Effective pay period 12, beginning November 15, 2014, pay date December 12, 2014, PPEO represented employees shall receive a wage increase of two percent (2%) to their base hourly rate.
- b. Effective pay period 12, beginning November 14, 2015, pay date December 11, 2015, PPEO represented employees shall receive a wage increase of two percent (2%) to their base hourly rate.
- c. Effective pay period 12, beginning November 12, 2016, pay date December 9, 2016, PPEO represented employees shall receive a wage increase of one percent (1%) to their base hourly rate.
- d. Effective pay period 2, beginning June 24, 2017, pay date July 21, 2017, PPEO represented employees shall receive a wage increase of one percent (1%) to their base hourly rate.

2. In Lieu of Health

Effective pay period 4, beginning July 26, 2014, pay date August 22, 2014, the County will contribute a flat \$140 per pay period to an employee's 401(k) account in lieu of that employee participating in the County's Health Insurance Program for Placer Public Employee Organization (PPEO) represented employees.

3. Dental Insurance

Effective the plan year beginning January 1, 2015, implants will be included in the coverage for Placer Public Employee Organization represented employees .

4. Long Term Disability Insurance.

Effective December 31, 2015 at 11:59 p.m., Long-Term Disability (LTD) benefits will be terminated for Placer Public Employee Organization (PPEO) represented employees.

5. Tuition Reimbursement.

Effective pay period 4, beginning July 26, 2014, pay date August 22, 2014, the County agrees to reimburse the cost of tuition, books, and fees, excluding parking, up to a maximum of \$700 per fiscal year for Placer Public Employee Organization (PPEO) represented employees.