



MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Thomas M. Miller, County Executive Officer
Nancy Nittler, Personnel Director
DATE: September 8, 2009 (Continued from August 4, 2009)
SUBJECT: Placer County Deputy Sheriff's Association (DSA) Compensation and Benefits Adjustments

ACTION REQUESTED

It is recommended that your Board take the following actions to adjust Deputy Sheriff's Association (DSA) represented employee compensation and benefits.

1. Adopt the attached Resolution imposing the proposals contained within the County's "Last, Best and Final Offer for a New Memorandum of Understanding submitted July 1, 2009 by the County of Placer to the Deputy Sheriffs' Association".
2. Introduction of an ordinance adjusting the compensation and benefits of DSA represented employees.
3. Introduction of an uncodified ordinance adjusting the compensation and benefits of DSA represented employees.
4. Approve two resolutions to implement the CalPERS employee retirement contribution, one for DSA Safety members and one for DSA Miscellaneous members.

BACKGROUND

The Placer County Deputy Sheriff's Association represents approximately 226 employees including sheriff deputies, district attorney investigators and welfare fraud investigators. Active negotiations for a new contract were in progress from the fall of 2006 through most of 2008. After extensive meetings including a lengthy outside mediation process, the parties were unable to reach an agreement. These negotiations concluded with the intention to begin new negotiations at the beginning of 2009.

Since the DSA negotiations concluded, the national, state and local economies have deteriorated and in December 2008 the Board of Supervisors directed staff to open negotiations with the DSA to seek agreement on labor concessions comparable to the savings obtained through management and confidential employees' recommendations and labor concessions negotiated with the Placer

Public Employees Organization (PPEO). The DSA and County negotiating teams commenced negotiations in March to discuss the County's current budget status and the need for DSA labor concessions in conjunction with a new MOU.

In accordance with the County's Employer-Employee Relations Policy (EER Policy), on July 1, 2009 the DSA declared impasse and requested mediation under the EER Policy. On July 13, 2009 an Impasse Meeting was conducted by the County Executive Officer in the capacity of Employee Relations Officer. At that time the parties reviewed their final positions in an effort to reach agreement, and discussed the DSA request for non-binding mediation, which is an option stated in the EER Policy if both parties agree. After considering that request, the County Executive Officer subsequently advised the DSA negotiator that the County did not believe that mediation would be effective in resolving the impasse. The imposition of the County's Last, Best and Final Offer was scheduled for Board consideration on August 4, 2009.

Prior to the Board consideration, the Chief Negotiator for the DSA contacted County Negotiators and requested a meeting to present and discuss a "last, best and final" proposal of the DSA as an alternative to imposition. The two negotiating teams met on Monday, August 3rd to discuss the new proposal that had been submitted by the DSA to the County the previous Friday. At that meeting the teams were able to reach tentative agreement on a new MOU and the DSA agreed to bring this agreement to their members for a vote. In support of this effort, on August 4th the Board of Supervisors agreed to continue the Board item that would have considered imposing the County's July 1, 2009 Last, Best and Final Offer to the DSA until their September 8th meeting.

The DSA conducted a vote of its members that concluded on August 28, 2009. The result of that vote was that the proposed MOU that had been tentatively agreed upon was rejected by the unit's membership.

Conditions Since Adoption of the Proposed Budget

On May 26, 2009 the Board of Supervisors adopted the FY 2009-10 Proposed Budget in the amount of \$769 million, reduced over the prior year by \$96.3 million or 11%. The General Fund at \$361 million was reduced \$15 million or 4% from the prior year and required the use of \$4 million in reserves to balance.

As first noted during the June 23, 2009 Board presentation, this year's budget cycle continues to challenge with further declines in sales and property tax revenues expected, and additional, probable budget impacts yet to be adopted by the State of California. Staff currently estimates this year's budget deficit could be in excess of \$26 million due primarily to proposed State funding reductions that would significantly impact the County's current budget and cash flow operations (\$21.7 million General Fund, \$3.8 million Public Safety Fund and \$500,000 Other Funds).

Placer County's revenue projections have declined further since adoption of the Proposed Budget, and the General Fund's revenue collections are expected to diminish in excess of \$4.6 million, particularly in property tax, sales tax, and realignment revenues. The Public Safety Fund is

expected to have a similar reduction with about \$3.4 million less public safety sales tax revenues than are currently budgeted and \$100,000 in other funds.

Recent State Budget impacts include Proposition 1A that will require the County to give a mandatory loan to the State of \$8-11.1 million, or 8% of the County's property tax revenue. Other State Budget impacts include further reductions to Placer County health and human service program funding estimated at \$5.3 to \$6 million; \$400,000 for security provided by the Sheriff's Department to the local courts; and \$400,000 Proposition 1A impacts on the Library and Fire Funds.

DSA Represented -- Measure F Salary Adjustments

Pursuant to a voter approved initiative, Measure F, each February safety management and DSA members employed in the Sheriff's Department receive mandatory salary adjustments. Measure F salary increases are formula driven; set by position class at a level equal to the average of the salary for the comparable positions in the Nevada County, El Dorado County and the Sacramento County Sheriff's Offices. Measure F increases are the result of a voter adopted ballot measure and, as a result, it is not within the Board of Supervisors authority to deny, adjust or delay Measure F adjustments. Measure F has the following budget implications:

- Deputy sheriff II received a 6.31% salary increase and sheriff sergeants received a 6.30% salary increase in February 2009.
- Members will receive an additional Measure F increase in February 2010 that, based upon past trends, should result in salary increases between 3 and 6% for DSA employees.
- By agreement District Attorney (DA) investigators and welfare fraud investigators receive 5% above the base pay of the classification of sheriff's sergeant (which Measure F determines).

Last, Best and Final Offer (LBFO)

Government Code Section 3503.4 authorizes a local public agency, after exhaustion of impasse procedures, to implement its last, best and final offer. As impasse has been declared and impasse procedures under the EER Policy have been exhausted, it is recommended that the Board direct staff to implement the provisions of the County's last, best and final offer delivered in the negotiations. The only modification to the LBFO is that the PERS employee contribution pickup will be come effective in the first pay period after adoption by the Board, rather than on July 18, 2009, as stated in the proposal. The content of the County's LBFO encompass compensation and benefits that, when combined, equate to labor savings of less than 5% and include greater cost sharing for health insurance premiums and a new cost sharing for retirement contributions. LBFO provisions include the following:

- February 2010 / Measure F salary increases based upon the voter approved formula; anticipated, based upon past trends, to range from a minimum of 3% to a maximum of 6% (actual percent determined January 2010).

- DA investigators and welfare fraud investigators to receive 5% above the base pay of the classification of sheriff's sergeant which Measure F determines.
- Health Insurance Cost Sharing: Midyear adjustment whereby employees pay 20% of the premium cost and a capping the County's employer contribution to PERSCare.
- Retirement Cost Sharing:
 - DSA represented Safety employees that receive safety retirement to pick up 2.5% of the 9% total required PERS employee contribution (the County will continue to pick up 6.5% of the employee contribution as well as the 24.9% employer contribution).
 - DSA represented Miscellaneous employees to pick up 2% of the 8% total required PERS employee contribution (the County will continue to pick up 6% of the employee contribution as well as the 13.7% employer contribution).
- Wellness Incentive to be reduced from 5% to 2.5% of base pay.
- Increased Rural Health Subsidy Allowance for Tahoe employees (reimburses medical expenses not covered by any other insurance plan).
- Increased tuition reimbursement from \$400 to \$600 per semester.
- Various personnel rule changes affecting probationary periods, Compensatory Time Earned carryover, shift differential, uniform allowance, personal property loss, part-time employee prorated benefit tiers, holiday pay provisions and various other terms and conditions of employment many of which have already been applied to other represented / non-represented groups.

FISCAL IMPACT

The continuing reductions projected for the County's revenue streams, anticipated significant State budget impacts and rising costs related to labor and ongoing operations, make it essential that the County achieve labor savings through wage and benefit changes to obtain budget savings. On August 4th, staff projected that approval of the recommended action would save the County approximately \$815,793 in FY 2009-10, or about 5% of the total of all DSA represented employees' annual base pay. Due to delayed implementation of payroll labor concessions to September 26th, the recommended action is now projected to save the County approximately \$747,962 (\$67,831 less) in FY 2009-10.

The individual employee impact from these labor concessions will vary due to the health insurance provider and type of coverage that the employee chooses and that employee's base rate of pay. Staffs estimate that the FY 2009-10 employee impacts are estimated to range between 4% and 6.5% of base pay. This impact will be offset by the Measure F salary increases that are required to be implemented automatically in February 2010.

As part of the Final Budget process Public Safety Fund budget have been reduced by labor savings. These Public Safety Fund reductions were necessary to partially offset continuing declines in public safety sales tax and other revenues estimated to be in excess of \$3.8 million.

Attachments

1. Resolution to impose the County's July 1, 2009 Last, Best and Final Offer to DSA for a term that begins July 1, 2009 through June 30, 2010.
2. Ordinance implementing compensation and benefits adjustments for DSA represented employees.
3. Uncodified ordinance implementing compensation and benefits adjustments for DSA represented employees.
4. Resolution for the CalPERS DSA Safety employee retirement contribution.
5. Resolution for the CalPERS DSA Miscellaneous employee retirement contribution.

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF PLACER,
STATE OF CALIFORNIA**

In the matter of: A Resolution of the Board of Supervisors
to impose the proposals contained within the County's "Last,
Best and Final Offer to the Placer County Deputy Sheriff's Association"

Reso. No. _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at
a regular meeting held September 8, 2009, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage. _____
Chairperson, Board of Supervisors

Attest:
Clerk of said Board

The Board of Supervisors of the County of Placer hereby resolves as follows:

WHEREAS, The Placer County Deputy Sheriff's Association (PCDSA) represents approximately 226 employees including sheriff deputies, sheriff sergeants, district attorney investigators and welfare fraud investigators; and

WHEREAS, the PCDSA has been without a labor agreement since 2006 and negotiations for a new contract were in progress since the fall of 2006 through most of 2008 and after extensive meetings and the completion of an outside mediation process, when no agreement was reached, those negotiations concluded with the intention to commence new negotiations at the beginning of 2009; and

WHEREAS, declining national, state and local economies have resulted in a related decrease in county revenues for the 2009-10 Fiscal Year and have required that the Board of Supervisors weigh additional cost-cutting measures for this fiscal year and to lay the groundwork for the 2010-11 Fiscal Year; and

WHEREAS, in December 2008 the Board of Supervisors directed management negotiators to seek labor concessions from the PCDSA represented employees and the PCDSA and County negotiating teams commenced negotiations in March, 2009 to discuss the County's budget status and DSA labor adjustments in conjunction with a new Memorandum of Understanding; and

WHEREAS, in accordance with the County's Employer-Employee Relations Policy (EER Policy), on July 1, 2009 the PCDSA declared that the negotiations were at impasse and formally requested non-binding mediation under the EER Policy; and

WHEREAS, pursuant to the EER Policy, on July 13, 2009 an Impasse Meeting was conducted by the County Executive Officer acting as the Employee Relations Officer; and

WHEREAS, given that negotiations with PCDSA representatives have been ongoing for 3 years; and given the position of the parties on the issues in dispute, the County did not believe that mediation would be effective in resolving the impasse, and would merely extend the process into an already difficult budget year, and therefore, declined to engage in non-binding mediation as authorized under the EER Policy; and

WHEREAS, DSA and County negotiators met on August 3rd and reached a tentative agreement for a new MOU that was subsequently rejected by the unit's membership on August 28, 2009; and

WHEREAS, management negotiators have recommended imposing the proposals within the "Last, Best and Final Offer for a New Memorandum of Understanding submitted July 1, 2009 by the County of Placer to the Deputy Sheriff's Association"; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Placer, State of California, does hereby impose on the Placer County Deputy Sheriff's Association the provisions contained within the "Last, Best and Final Offer for a New Memorandum of Understanding submitted July 1, 2009 by the County of Placer to the Deputy Sheriff's Association," attached hereto as Exhibit A, as clarified to provide that the Public Employee Retirement System (PERS) employee contribution set out in paragraph 4 will become effective the first full pay period after adoption of this resolution, rather than on July 18, 2009, as had been stated in the Last, Best and Final Offer.

BE IT FURTHER RESOLVED that the County Executive Officer shall have the authority to determine and is directed to take all necessary actions to implement the provisions within the Last, Best and Final Offer.

**LAST BEST AND FINAL OFFER FOR A NEW
MEMORANDUM OF UNDERSTANDING
SUBMITTED JULY 1, 2009 BY THE COUNTY OF PLACER
TO THE DEPUTY SHERIFFS' ASSOCIATION (DSA)**

The following proposals are being made by the County of Placer. The DSA Memorandum of Understanding (MOU) expired on December 31, 2006. A final agreement will not be reached until the County's Board of Supervisors has approved the agreement and it has been ratified by The Unit's Membership.

All items shall become effective the first full pay period after adoption by the Board of Supervisors unless otherwise indicated herein.

1. TERM OF AGREEMENT

July 1, 2009 through June 30, 2010.

2. WAGE INCREASES

Deputy Unit

Salaries for the classifications of deputy sheriff trainee/I/II and sheriff's sergeant shall be governed by Measure F during the term of this Agreement.

Chief Deputy Coroner

Effective pay period 19, February 13, 2010, salaries for the classification of chief deputy coroner are to be set at a pay range seven and one half percent (7.5%) above the base pay of the classification of deputy sheriff II.

Investigators and Welfare-Fraud Investigators Unit

a. Effective pay period 19, February 13, 2010, salaries for the classification of investigator and investigator welfare-fraud are to be set at a pay range five percent (5%) above the base pay of the classification of sheriff's sergeant.

b. Effective pay period 19, February 13, 2010, salaries for the classification of investigator welfare-fraud supervising are to be set at a pay range seven and one half percent (7.5%) above the base pay of the classification of investigator welfare-fraud.

3. WELLNESS INCENTIVE

The Wellness Incentive will be reduced from five (5%) percent of base pay to two and one half (2.5%) percent of base pay.

4. EMPLOYEE PERS CONTRIBUTION – EMPLOYER PAYMENT

- a. Safety Retirement Contribution for DSA Represented: Effective pay period 4 beginning July 18, 2009 the County will pick up six and one half percent (6.5%) of the employee's PERS contribution and the employee will pay two and one half percent (2.5%) of the nine percent (9%) total required PERS employee contribution.
- b. Miscellaneous Retirement Contribution for DSA Represented: Effective pay period 4 beginning July 18, 2009 the County will pick up six percent (6%) of the employee's PERS contribution and the employee will pay two percent (2%) of the eight percent (8%) total required PERS employee contribution (includes supervising welfare fraud investigator, welfare fraud investigators and deputy sheriff trainees).

5. MEDICAL INSURANCE

- a. The parties agree that, effective pay period 12, November 7, 2009 for the 2010 benefit year all DSA represented employees, including Tahoe employees, will pay 20% of the premium for any plan (excluding PERSCare which will be frozen at the monthly employer contribution of \$457.70 for employee only; \$915.38 for employee plus one; and \$1,190.00 for employee plus family coverage) for the duration of this agreement.
- b. Tahoe Employees - The County will continue to provide a Rural Health Subsidy Allowance for Tahoe area employees represented by DSA which will be used for the reimbursement of medical expenses, as defined under IRS Code Section 213, which are not covered by any other insurance plan. The reimbursement cannot cover employee premium payments.
 - (1) Employees who receive the 401(k) contribution in lieu of County paid health insurance will not be entitled to this benefit.
 - (2) Payment will be for reimbursement of actual medical expenses during the associated calendar year and not reimbursable under any other plan. Any unused balance will not be carried over to the following calendar year.
 - (3) Effective January 1, 2010, the Rural Health Subsidy will increase as follows:
 - i. Employees who have one-party coverage will be entitled to receive a maximum of \$2,000 each calendar year.
 - ii. Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,000 each calendar year.
- c. Effective pay period 14, December 5, 2009, part – time prorated benefit tiers shall be changed to the proposed 3 tiers listed below. Placement in the tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year. Part-time Prorated Benefit Tiers:
 - (1) 50% benefit = 20 hours/week
 - (2) 75% benefit = 21-31 hours/week
 - (3) 100% benefit = 32 + hours/week

Employees who work less than 20 hours per week (40 hours per pay period) including pay for vacation, sick leave, compensatory time off, shall be charged for the full amount (employee & employer share) for all insurance premiums for each pay period they do not work the minimum number of hours in the previous 13 pay periods.

6. HOLIDAYS

Holiday Pay provisions, as outlined in Attachment A, for implementation of consistent holiday pay practices throughout the County.

7. CTE CARRYOVER

- a. In compliance with Title 29 Federal Regulations, employees will not be allowed to exceed the 480 hour compensatory time accrual limit in any pay period. CTE hours earned in excess of the 480 hour limit will be paid to the employee at the time earned in lieu of the accrual.
- b. Overtime earned and not used by the last day of the last full two-week pay period of such fiscal year shall be carried forward into the next fiscal year up to a maximum of eighty (80) hours. All accumulated overtime in excess of eighty (80) hours shall be paid in cash.

8. UNIFORM ALLOWANCE – DEPUTY UNIT

- a. New employees will be advanced the first year's uniform allowance in their first full paycheck and receive uniform allowance on a biweekly basis upon their first year anniversary.
- b. DSA represented employees will receive the uniform allowance on a biweekly basis.

9. SHIFT DIFFERENTIAL

- a. 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.
- b. 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.
- c. Employees whose normal work shift does not qualify for night shift differential shall receive night shift differential when working a qualifying shift (50% or more of the hours are between the hours of 5 p.m. and 6 a.m.).

10. SICK LEAVE

- a. Definition of Family Members - Amend the definition of family members to include stepparents, stepchildren and domestic partners for the use of family sick leave. Amend bereavement provision to include the employee's immediate family as well as the above members.

- b. Evidence Of Illness – Amend to include patient’s prognosis, employee dates of absence, expected date of return to work and/or successive periods of absence if applicable.
- c. Sick Leave Contributions – Donation of Vacation Hours - Clarify that the receipt of vacation contributions, which are converted to sick leave hours, from another employee to an employee on probation, does not count as time worked for the purpose of fulfilling the required probationary service time.
- d. Sick Leave Use At Voluntary Separation - Employees receiving compensation for sick leave use at voluntary separation shall not be eligible for reinstatement until 30 days after the effective date of separation.

11. MILITARY LEAVE PROVISION

Comply with the State Military and Veterans Code; 30 calendar days per fiscal year instead of the current 173.33 hours.

12. PAYROLL PRACTICES

Change or add the following definitions to read as follows:

- a. Base Rate - An employee’s rate of pay expressed in terms of an hourly or monthly rate exclusive of any special forms of compensation or overtime premiums but inclusive of longevity pay.
- b. Regular Rate - An employee’s base rate plus any special forms of compensation (i.e., Shift Differential, Out of Class, Longevity, Education Incentive, Stand-by Pay), that will be included when determining the appropriate rate of compensation for overtime worked, CTO pay-out and similar calculations.
- c. Year(s) Of Service - Change the term “year or years of service” to “a continuous year of permanent county service (2,080 paid hours equals one year of service” or “continuous years of permanent county service (2,080 paid hours equals one year of service)” throughout the County Code and the MOU where the term is used to define benefit eligibility in whatever form.

13. PERSONAL PROPERTY LOSS

For personal property loss, for DSA represented employees, the provisions of this subsection shall apply.

- a. A county employee suffering damage or loss to personal property, other than cash, including clothing, eyeglasses and watches, and meeting the following criteria, shall be reimbursed for such loss:
 - (1) Lost or stolen cash shall not be reimbursed by the County.
 - (2) The damage or loss must not be caused in whole or in substantial part by the negligence of such employee.

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

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

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

(2) For property damaged but repairable, other than vehicles, the amount payable shall be the cost to repair the item or the reasonable cost of replacement value of the item at the time of damage, whichever is less.

(3) 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.

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

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

14. TRAVEL TIME

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.

15. DAYLIGHT SAVINGS TIME

Employees scheduled to work a shift in which Daylight Savings Time 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 work the additional hour or have the option to use one hour of vacation or CTE time if approved in advance. Employees scheduled to work a shift when Daylight Savings time reverts shall be compensated for hours worked. Overtime shall be calculated in the normal manner.

16. VISION CARE

Effective with the 2009 Open Enrollment period for the 2010 benefit year, 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.

Dependent Vision coverage will mirror the employee's eligibility for health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents.

Family status changes such as birth, death, marriage, divorce will still apply.

17. ABANDONMENT OF EMPLOYMENT

Amend the Abandonment of Employment Provision to include three consecutive shifts versus three days within the normal work week. Amend the mailing procedures to an employee on account of unauthorized absence to ten days of mailing of the proposed termination rather than receipt after five days of notice.

18. RELEASE DURING PROBATIONARY PERIOD

Eliminate the requirement to provide 10 working days notice before a release during the probationary period becomes effective and instead provide for the notice to be effective immediately upon payment of 2 weeks of pay as severance pay.

19. TUITION REIMBURSEMENT

Effective January 1, 2010, subject to IRS rules and regulations, tuition reimbursement will increase from \$400 per semester to \$600 per semester.

20. LEAVE OF ABSENCE

Amend the Leave of Absence Provisions as follows:

- a. Family Care and Medical Leave – Extend the FMLA timelines for qualifying for FMLA leave from 3 days to 14 days.
- b. Health Continuation – Modify the County's obligation to pay its portion of health insurance premiums from a maximum of one (1) year to a maximum of six (6) months for employees on a medical leave of absence without pay.

ATTACHMENT A

HOLIDAY PAY

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

The following are declared holidays:

- A. January 1st
- B. Third Monday in January (Martin Luther King, Jr. Day)
- C. February 12th, (Lincoln's Day)
- D. The third Monday in February (President's Day)
- E. Last Monday in May (Memorial Day)
- F. July 4th
- G. First Monday in September (Labor Day)
- H. Second Monday in October (Columbus Day)
- I. November 11th (Veteran's Day)
- J. Thanksgiving Day
- K. The day following Thanksgiving Day
- L. December 25th

Effective upon adoption County holidays will be administered according to the following provisions:

1. For county holidays falling on a Saturday, employees shall be entitled to a holiday the preceding Friday. For county holidays falling on a Sunday employees shall be entitled to a holiday the following Monday.
2. Holiday Pay - A declared holiday constitutes eight working hours granted as time off with pay for full time employees. Part-time employee's 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
 - a. Example: $29 \text{ standard hours} / 40\text{-hour week} = .725 \times 8 = 5.8$ holiday hours off with pay.
3. Holiday Overtime - When an employee works on a county holiday regardless of whether the day is the employee's regular workday or regular day off (RDO), the employee shall be entitled to overtime compensation, or compensatory time off for actual hours worked in addition to holiday pay.
 - a. 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.
 - b. 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.

4. 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.
5. 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 PERSable earning reported as special compensation ONLY when working on the holiday is not discretionary due to the business being performed, i.e., Jail. This provision will be monitored for compliance with the Public Employees' Retirement System's (PERS) requirements.
 - a. Any hours worked over 8 on a holiday are considered regular overtime and not reportable to PERS.
6. 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.
7. 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.
8. Employees on alternative works schedules shall be required to use leave balances when a holiday falls on a regularly scheduled work day to make up the difference between the holiday hours and the number of hours he/she would normally have worked. The only exceptions to this provision are:
 - a. The employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours, or
 - b. 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.
9. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of a 4/10 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time.
 - a. The appropriate number of hours shall be charged against an employee's sick leave balance for any other workday alternative. For example, an additional four hours' sick leave shall be charged for full-time employees on 12 hour shifts.
10. 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.
 - a. If the pro-rated paid holiday hours result in the employee receiving less pay than he/she would normally be scheduled to receive during a holiday week, his/her vacation, holiday credit or compensatory time off balance will be charged for the additional hour(s), unless the employee requests, in writing, that his/her leave balances not be used.
 - b. Vacation, holiday credit or compensatory time off hours cannot be used to pay a part-time employee for more hours than he/she would normally receive.
11. 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.
12. An employee must be in a paid status on his/her regularly scheduled workday preceding a holiday to be eligible to receive paid holiday hours.

13. Any request to use holiday credit banked hours for personal time off must be made at least 48 hours in advance. Holiday credit banked hours may be used for integration with Workers' Compensation (WC) benefits.
14. 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 that same pay period, shall be paid in cash.
15. Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employee's final paycheck.

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

In the matter of: AN ORDINANCE AMENDING
SECTIONS 3.04.140, 3.04.180, 3.04.240, 3.04.350,
3.04.390, 3.04.400, 3.04.410, 3.04.420, 3.04.450,
3.04.590, 3.04.660, 3.04.800, 3.04.820, 3.04.830,
3.08.170, 3.08.1070, 3.12.020, 3.12.090, 3.12.110,
OF CHAPTER 3 OF THE PLACER COUNTY CODE

Ord. No.: _____

FIRST READING: _____

SECOND READING: _____

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

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

3.04.140 Personal property loss.

- A. **Personal Tool Loss.** The county shall reimburse mechanics at the county garage, service station, and Tahoe garage for loss of personal tools on an approved list in cases of loss by fire or demonstrable theft (which excludes mysterious disappearance), when such tools have been marked in a manner approved by the county so as to be able to identify the owner. ~~Other than DSA-represented employees,~~ The employees shall make a police report when requested by the county.
- B. **Other Personal Property Loss.**
 1. For personal property loss, other than personal tool losses of mechanics at the county garage, service station, and Tahoe garage, the provisions of this subsection shall apply.
 2. A county employee suffering damage or loss to personal property, other than cash, including clothing, eyeglasses and watches, and meeting the following criteria, shall be reimbursed for such loss:
 - a. Lost or stolen cash shall not be reimbursed by the county.
 - b. The damage or loss must not be caused in whole or in substantial part by the negligence of such employee.
 - c. The damage or loss must have occurred in the course and scope of his or her employment.
 - d. ~~DSA Represented Employees. For personal property other than clothing, eyeglasses and watches, such property used in the course and scope of his or her employment must have been identified by value and serial number or other permanent identification in a written inventory maintained by the appointing authority. Any addition to such inventory shall be evidenced on an appropriate two-copy form specified by the personnel director, signed by the appointing authority, with one copy being provided to such employee and one copy being transmitted to the appointing authority's inventory clerk to be kept with such inventory. Inventory values may be adjusted with the mutual consent of the appointing authority and employee.~~
 3. Loss amounts reimbursable to the employee shall be as follows:
 - a. Amounts of ten dollars (\$10.00) or less are not reimbursable.
 - b. For property damaged, but repairable, other than vehicles, the amount payable shall be:
 - i. For DSA represented employees, the reasonable cost of repair or inventory the reasonable cost of replacement value of the item at the time of damage, whichever is less.
 - ii. For all other employees, the reasonable cost of replacement value of the item at the time of damage.

- e. ~~DSA Represented Employees. For property other than clothing, eyeglasses and watches, lost or destroyed and not repairable, the amount payable shall be the amount specified on the written inventory provided for in subsection (B)(2)(b) of this section.~~
 - dc. For clothing, eyeglasses and watches, lost or damaged and not repairable, the amount payable shall be the replacement value of the item at the time of damage or loss, subject to verification by the department head and the county executive office.
 - e. ~~DSA Represented Employees. For vehicles stolen or damaged, the amount payable shall be the amount of the employee's insurance deductible, but not to exceed two hundred dollars (\$200.00).~~
4. No loss amount shall be reimbursable unless the employee files a written report of loss with his or her appointing authority within five working days, setting forth in detail the circumstances of the loss.
 5. ~~For DSA Represented Employees. No loss amount shall be reimbursed until the county executive office conducted an investigation and authorized payment. Any disapproval by the county executive office may be appealed to the board of supervisors. For all other employees, no~~ No loss amount shall be reimbursed until risk management has conducted an investigation and authorized payment with the approval of the appointing authority. Any disapproval may be appealed to the county executive office. (Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5444-B, 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; prior code § 14.90)

Section 2: That Section 3.04.180 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.180 Impact of Daylight Savings Time.

Daylight Savings Time. ~~Non-DSA represented e~~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. (Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5058-B (Attach. 11, 12), 2000; Ord. 5029-B (Attach. C), 2000; Ord. 5006-B (part), 1999; prior code § 14.200)

Section 3: 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. 2. Deputy Sheriff's Unit. Subject to the provisions of subsections A and B of this section, overtime compensatory time earned and not used by the last day of the last full two-week pay period of such fiscal year shall be carried forward into the next fiscal year up to a maximum of ~~forty (40)~~ eighty (80) hours. All accumulated overtime compensatory

~~time~~ earned in excess of ~~forty (40)~~ **eighty (80)** hours shall be paid in cash. ~~No employee shall be required to accumulate more than eighty (80) hours in compensatory time off without his or her express written approval.~~

Section 4: That Section 3.04.350 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.350 Sick leave defined.

* * *

B. For attendance upon a spouse, child, brother, sister, parent, grandparent, spouse's parent, ~~or grandchild, and for non-DSA represented employees;~~ a domestic partner, step-child, or step-parent; because of illness, injury, death, or exposure to contagious disease and where attendance is definitely required. (Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; prior code § 14.300)

* * *

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 Health insurance continuation.

A. The county will pay the group medical insurance premium for any employee covered by the county's group medical insurance plan who is on a medical leave and whose illness or injury has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary, accrued sick leave, vacation and compensatory time off for a period not to exceed one year **for non-DSA represented employees. For DSA represented employees the county will pay the group medical insurance for a period not to exceed a maximum of six (6) months for employees on a medical leave of absence without pay.**

* * *

Section 6: That Section 3.04.400 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.400 Sick leave—How taken.

* * *

D. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of an 8/80 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time. For PPEO, **DSA**, confidential and non-FSLA exempt

management employees, the appropriate number of hours shall be charged against an employee's sick leave balance for any other workday alternative; for example, an additional four hours' sick leave shall be charged for full-time employees on twelve (12) hour shifts. (Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007: prior code § 14.330)

Section 7: That Section 3.04.410 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.410 Evidence of illness.

* * *

D. For DSA represented employees, evidence of illness shall include patient's prognosis, employee dates of absence, expected date of return to work and/or successive periods of absence if applicable.

* * *

Section 8: That Section 3.04.420 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.420 Termination of employment.

* * *

F. Employees receiving compensation under this section shall not be eligible for reinstatement within thirty (30) days after effective date of termination, ~~or ninety (90) days for DSA represented employees.~~

Section 9: 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—General unit, professional unit, confidential employees and deputy sheriffs unit.

* * *

2. Deputy Sheriffs Units.

* * *

C. ~~The person receiving the donated hours must have obtained permanent employment status with Placer County.~~ **The receipt of donated hours shall not count as time worked for the purpose of fulfilling the required probationary service period.**

* * *

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.

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

* * *

D. The resignation provided by this section may be rescinded by the employee's appointing authority, if such employee presents satisfactory reasons for his or her absence, in writing, within ten (10) days of the date of mailing of the proposed termination, ~~or for DSA represented employees, within five days of the date of receipt of the notice of proposed termination.~~ Should the resignation not be rescinded by the appointing authority, the employee shall be so notified by certified mail. (Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; Ord. 5058-B (Attach. 17), 2000; prior code § 14.525)

Section 11: That Section 3.04.660 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.660 Full-time and part-time rates.

* * *

D. Permanent part-time employees shall be paid for holidays, at their normal rate of pay, in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee. PPEO and DSA represented employees shall be paid for holidays at the "holiday pay" rate as defined in Section 3.08.170. If the prorated paid holiday hours result in a part-time employee receiving less pay than he or she would normally be scheduled to receive during the holiday week, his or her vacation, holiday credit or CTO balance will be charged for the additional hour(s), unless the employee requests, in writing, that his or her leave balances not be used. Vacation, holiday credit or compensatory time off hours cannot be used to pay a part-time employee for more hours than he or she would normally receive. A supervisor may adjust a part-time employee's work schedule during a holiday week with five calendar days' advance notice so that the employee does not receive more paid hours than he or she would normally be paid.

Section 12: That Section 3.04.800 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.800 Holidays.

Holidays are those as declared by the board of supervisors and contained in County Code Section 2.12.010.

* * *

C. Exception to Alternative Work Schedule Leave Charge—PPEO and DSA Represented Employees. The only exceptions to subsection B, above, are: (1) the employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours; or (2) the employee works on the holiday and requests, in writing, to use hours worked, applied at straight time, to his or her regularly assigned number of hours.

* * *

E. PPEO and DSA Represented Employees. An employee must be in a paid status on his or her regularly scheduled workday preceding a holiday to be eligible to receive holiday pay. (Ord. 5531-B, 2008)

Section 13: That Section 3.04.820 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.820 Holiday overtime and rate of pay.

* * *

B. PPEO and DSA Represented Part-time Employees. Part-time employees who work on a holiday shall be entitled to either holiday overtime or CTO regardless of the number of hours they have worked in the holiday week. (Ord. 5531-B, 2008)

Section 14: That Section 3.04.830 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.830 Holiday Credit Account—PPEO and DSA Represented Employees.

A. A holiday credit account is available to PPEO and DSA represented employees to allow full-time and part-time employees to bank holiday hours that are earned for a holiday that falls on the employee's regularly scheduled day off. This holiday credit account is not subject to the same rules of use as other leave accounts and may be used only pursuant to the provisions contained herein.

* * *

Section 15: That Section 3.08.170 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.170 Definition of terms.

* * *

"Continuous Service"

* * *

5. For DSA represented employees, "whenever "year of service" or "years of service" is used in this Chapter to define any form of benefit eligibility, that term shall mean "a continuous year of permanent county service (2,080 paid hours equals one year of service" or "continuous years of permanent county service (2,080 paid hours equals one year of service)".

* * *

"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 PPEO and DSA represented employees, rounding will occur to one decimal place.

* * *

Section 16: That Section 3.08.1070 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.08.1070 Rejection during probationary period.

* * *

C. General and Professional Units/DSA, and Management. The appointing authority shall have the right to suspend the work performance requirement during the last ten (10) working days after notice of rejection, and direct the employee not to appear for work, where the county executive determines that it would serve the best interest of the county. Such action shall not affect the right of the employee to receive the salary of the position during said ten (10) working days. (Ord. 5478-B (Attach. A), 2007: prior code § 14.2020)

D. Deputy Sheriff's Unit. The appointing authority shall have the right to suspend the work performance requirement and the termination shall become effective immediately upon service of the notice of rejection conditioned upon the payment of two (2) weeks pay.

Section 17: 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.

* * *

1. Uniform Allowance – Sworn Peace Officers

* * *

a. If required by the county to wear a uniform as a regular part of their duties, a uniform allowance shall be deemed paid on a biweekly basis at the end of each calendar quarter. This shall not affect reserve deputies, honorary deputies and other county officers and employees deputized for special purposes. New employees will be advanced the first year's uniform allowance in their first full paycheck and receive uniform allowance on a biweekly basis upon their first year anniversary.

* * *

8. Shift Differential.

* * *

B. Deputy Sheriff's Unit. Effective pay period 9, September 26, 2009, 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. Employees whose normal work shift does not qualify for night shift differential shall receive night shift differential when working a qualifying shift (50% or more of the hours are between the hours of 5 p.m. and 6 a.m.).

C. ~~B.~~ Deputy Sheriffs' Unit and Safety Management. Effective July 23, 2004 at 5:01 p.m., deputy sheriffs' unit and safety management employees assigned to work a majority of hours of a regular shift (e.g., five hours of eight) between the hours of five p.m. (Day 1) and eight a. m. (Day 2) shall receive a night shift differential of seven and one-half percent for all hours in that shift.

* * *

25. Wellness Incentive, Deputy Sheriffs Unit and Safety Management.

a. Effective pay period 3, July 8, 2005 at 5:01 p.m., employees in the following classifications, if otherwise qualified pursuant to this section, shall receive an allowance equal to two and one-half percent of their base pay:

- Assistant Sheriff
- Deputy Sheriff I
- Deputy Sheriff II
- Sheriff's Sergeant
- Investigator
- Investigator—Welfare Fraud
- Managing Chief Investigator
- Sheriff
- Sheriff's Captain
- Sheriff's Lieutenant
- Supervising Investigator

Undersheriff

Effective pay period 18, February 3, 2006 at 5:01 p.m., the wellness allowance shall increase from two and one-half percent to five percent.

b. Effective pay period 9, September 26, 2009, the wellness incentive will be reduced from five (5%) percent of base pay to two and one half (2.5%) percent of base pay for all Deputy Sheriffs' Association classes.

* * *

Section 18: 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.

* * *

A. **Effective January 1, 2010,** DSA represented employees who have one-party coverage will be entitled to receive a maximum of ~~one thousand dollars (\$1,000.00)~~ **two thousand dollars (\$2,000.00)** each calendar year. All non-DSA represented employees who have one-party coverage will **continue to** be entitled to receive a maximum of two thousand dollars (\$2,000.00) each calendar year.

B. **Effective January 1, 2010,** DSA represented employees who have two-party or family coverage will be entitled to receive a maximum of ~~one thousand five hundred dollars (\$1,500.00)~~ **three thousand dollars (\$3,000.00)** each calendar year. All non-DSA represented employees who have two-party or family coverage will **continue to** be entitled to receive a maximum of three thousand dollars (\$3,000.00) each calendar year.

* * *

Section 19: 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.

* * *

B. Deputy Sheriffs Unit – CalPERS Miscellaneous PERS Employees. Effective pay period 3, July 9, 2004 at 5:01 p.m., **9, September 26, 2009,** for those employees represented by the PCDSA and included in the CalPERS miscellaneous retirement plan, the county will pick up ~~eight~~ **six** percent (**6%**) total of the employee's contribution of the CalPERS cost. **The employee will pay two percent (2%) of the employee contribution of the CalPERS cost.**

C. Deputy Sheriffs Unit – CalPERS Safety Employees. For those employees represented by the PCDSA and included in the safety retirement plan effective pay period 9, September 26, 2009, the county will pick up six and one half percent (6.5%) total of the employee's contribution of the CalPERS cost. The

employee will pay two and one half percent (2.5%) of the employee contribution of the CalPERS cost.

G.D. Deputy Sheriffs Unit Safety Employees and Safety Management – CalPERS Safety Management Employees.

For those employees represented by the PCDSA and included in the safety retirement plan and for those **designated as** safety management employees effective pay period 18, beginning 5:01 p.m., February 11, 2000, the county will pay an additional two and three-quarters percent **(2.75%)** to increase the amount paid by the county of the employee's required contribution from six and one-quarter **(6.25%)** percent to a total of nine percent **(9%)**. (Ord. 5478-B (Attach. A), 2007; Ord. 5309-B (part), 2004; Ord. 5230-B (part), 2003; Ord. 5029-B (Attach. I), 2000; prior code § 14.3096)

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

In the matter of: AN ORDINANCE AMENDING Ord. No.: _____

AN UNCODIFIED ORDINANCE RELATING TO SALARIES,
COMPENSATION AND BENEFITS OF BARGAINING UNITS
REPRESENTED BY THE DEPUTY SHERIFF'S ASSOCIATION

FIRST READING: _____
SECOND READING: _____

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

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:

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

That the uncodified Ordinance relating to salaries, compensation and benefits of the Deputy Sheriff's Association Bargaining Unit, are hereby set out in Attachment A effective immediately upon final adoption. This ordinance shall not be codified.

ATTACHMENT A

GENERAL WAGE INCREASES:

Deputy Unit

Salaries for the classifications of deputy sheriff trainee/I/II and sheriff's sergeant shall be governed by Measure F during the term of this Agreement.

Chief Deputy Coroner

Effective pay period 19, February 13, 2010, salaries for the classification of chief deputy coroner are to be set at a pay range seven and one half percent (7.5%) above the base pay of the classification of deputy sheriff II.

Investigators and Welfare-Fraud Investigators Unit

Effective pay period 19, February 13, 2010, salaries for the classification of investigator and investigator welfare-fraud are to be set at a pay range five percent (5%) above the base pay of the classification of sheriff's sergeant.

Effective pay period 19, February 13, 2010, salaries for the classification of investigator welfare-fraud supervising are to be set at a pay range seven and one half percent (7.5%) above the base pay of the classification of investigator welfare-fraud.

MEDICAL INSURANCE:

Effective pay period 12, November 7, 2009 for the 2010 benefit year all Deputy Sheriff Association represented employees, including Tahoe employees, will pay 20% of the premium for any plan (excluding PERSCare which will be frozen at the monthly employer contribution of \$457.70 for employee only; \$915.38 for employee plus one; and \$1,190.00 for employee plus family coverage).

Effective pay period 14, December 5, 2009, part-time prorated benefit tiers shall be changed to the proposed 3 tiers listed below. Placement in the tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year. Part-time Prorated Benefit Tiers:

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

Employees who work less than 20 hours per week (40 hours per pay period) including pay for vacation, sick leave, compensatory time off, shall be charged for the full amount (employee and employer share) for all insurance premiums for each pay period they do not work the minimum number of hours in the previous 13 pay periods.

VISION INSURANCE:

Effective with the 2009 Open Enrollment period for the 2010 benefit year, 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. Dependent Vision coverage will mirror the employee's eligibility for health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents. Family status changes such as birth, death, marriage, divorce will still apply.

PAYROLL PRACTICES:

Change or add the following definitions to read as follows:

- a. Base Rate – An employee's rate of pay expressed in terms of an hourly or monthly rate exclusive of any special forms of compensation or overtime premiums but inclusive of longevity pay.
- b. Regular Rate – An employee's base rate plus any special forms of compensation (i.e., Shift Differential, Out of Class, Longevity, Education Incentive, Stand-by Pay), that will be included when determining the appropriate rate of compensation for overtime worked, CTO pay-out and similar calculations.

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

In the matter of: Adopting the CalPERS Resolution
 to change the Employer
 Paid Member Contributions for
 Placer County Deputy Sheriff
 Association Safety Employees

Resol. No: _____

Ord. No.: _____

First Reading: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held September 8, 2009 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

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

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

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

WHEREAS,

The governing body of the Placer County has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Placer County Deputy Sheriff Association covered by the CalPERS Safety Retirement Plan
- This benefit shall consist of paying 6.5 percent of the normal member contributions as EPMC.
- The effective date of this Resolution shall be September 26, 2009.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Placer County elects to pay EPMC, as set forth above.

Adopted at a regular meeting of the Placer County Board of Supervisors at Auburn, California this 8th day of September 2009.

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

In the matter of: Adopting the CalPERS Resolution
 to change the Employer Paid
 Member Contributions for Placer
 County Deputy Sheriff Association
 Miscellaneous Employees in the Classification
 Series of Welfare Fraud Investigator

Resol.No: _____

Ord.No.: _____

First Reading: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held September 8, 2009 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

-
- WHEREAS, The governing body of the Placer County has the authority to implement Government Code Section 20691;
- WHEREAS, The governing body of the Placer County has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;
- WHEREAS, One of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Placer County of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS,

The governing body of the Placer County has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all miscellaneous employees of the Placer County Deputy Sheriff Association in the Welfare Fraud Classification Series
- This benefit shall consist of paying 6 percent of the normal member contributions as EPMC.
- The effective date of this Resolution shall be September 26, 2009

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Placer County elects to pay EPMC, as set forth above.

Adopted at a regular meeting of the Placer County Board of Supervisors at Auburn, California this 8th day of September 2009.

