



**MEMORANDUM**  
OFFICE OF THE  
**COUNTY EXECUTIVE**  
COUNTY OF PLACER

**TO:** Honorable Board of Supervisors  
**FROM:** Thomas M. Miller, County Executive Officer  
Nancy Nittler, Personnel Director  
**DATE:** November 2, 2010  
**SUBJECT:** Placer County Deputy Sheriff's Association Memorandum of Understanding -  
Compensation and Benefits Adjustments

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**ACTION REQUESTED**

It is recommended that your Board take the following actions:

1. Adopt a Resolution to approve the New Memorandum of Understanding between Placer County and the Placer County Deputy Sheriff's Association through June 30, 2012.
2. Introduction of an ordinance implementing the provisions of the Memorandum of Understanding between Placer County and the Placer County Deputy Sheriff's Association.
3. Introduction of an uncodified ordinance adjusting compensation and benefits for Placer County Deputy Sheriff's Association represented employees.
4. Approve a resolution to implement the CalPERS employee retirement contributions for current, active Safety members effective January 1, 2011.
5. Approve two resolutions to implement the CalPERS employee retirement contributions for new hires for Safety and Miscellaneous DSA represented members effective January 1, 2011.

**BACKGROUND**

The Placer County Deputy Sheriff's Association (DSA) represents approximately 225 active employees, including sheriff deputies, district attorney investigators and welfare fraud investigators. Each year balancing the budget provides greater and greater challenges due to further declines in sales and real estate related revenues as well as the probable impacts of the State of California's budget actions. In addition, the continuing economic downturn has threatened the long-term sustainability of certain benefits such as pension and health which are expected to increase substantively over the next two to five years and beyond.

On September 8, 2009 the Board of Supervisors imposed terms contained within the County's Last, Best and Final Offer (LBFO) for a New Memorandum of Understanding for Deputy Sheriffs' Association represented employees. Several key elements within the LBFO included:

- Health insurance premium cost sharing where employees pay 20% and the County pays 80% (PERSCare capped).
- Retirement Cost Sharing:
  - Safety Plan: employees pay 2.5% and the County picks up 6.5% of the employee contribution and the 24.989% FY 2010-11 employer contribution.
  - Miscellaneous Plan: employees pay 2% and the County picks up 6% of the employee contribution and the 15.157% FY 10-11 employer contribution.
- Wellness Incentive was reduced to 2.5% of base pay.

LBFO items noted above continue into the future unless re-negotiated by DSA and the County. This Board action saved the County approximately \$815,793 in FY 2009-10, however employee payroll impacts were offset by Measure F salary increases for DSA represented employees of up to 3.38% implemented in February 2010.

Last February the Board of Supervisors directed staff to open negotiations with the DSA to seek agreement on a new Memorandum of Understanding that would become effective July 1, 2010. The DSA and County negotiating teams commenced negotiations in May and active negotiations for a new contract were in progress through October. On October 7, 2010 the two parties reached a tentative agreement on a two year agreement and the DSA labor negotiators brought the agreement back to their membership for a ballot vote (closed October 29, 2010 at 5 p.m.). This item is being placed upon the Board's agenda in anticipation of a successful vote by the DSA membership. If the vote is not successful, this item will be pulled from the agenda the morning of November 2<sup>nd</sup>.

### **Memorandum of Understanding Terms**

The content of the agreement encompass compensation and benefits that include greater cost sharing into the future, and include the following:

- Two Year Term through June 30, 2012
- **New Hires / Two Tiered Retirement Platform** (implement when administratively feasible)
  - Safety -- 3% at age 55 modified; based on highest or final 3 year average compensation.
    - New employees will begin to pay 9% of their employee pension contribution (the County will pick up the employer contribution) effective 1/1/11.
  - Miscellaneous -- 2% at age 55 modified; based on highest or final 3 year average compensation.
    - New employees will begin to pay 7% of their employee pension contribution (the County will pick up the employer contribution) effective 1/1/11.

- **Dental Insurance Cost Sharing:** benefit year adjustment whereby employees pay the increased dental costs for dependents and the County continues to cover the employee.
  - Freeze retiree dental coverage participation to current active employees upon retirement; eliminate benefit for new hires.
- **401K in Lieu of Health Insurance Coverage:** flat \$150 per pay period for Benefit Year 2011 and \$130 per pay period for Benefit Year 2012.
- Restoration of .5% employee PERS contribution.
- Develop a committee to study sick leave balance uses at retirement, accrual rates and the county's related long term liability; make recommendations to limit the liability while protecting the employee in the event of a long term illness during employment.
- New Employee Option: sick leave and/or vacation balances, at retirement, can be placed into a deferred compensation account (based upon current provisions and IRS limitations).
- February / Measure F salary increases for deputies and sergeants based upon the voter approved formula.
  - Maintain the existing salary relationships whereby DA investigators and welfare fraud investigators receive 5% above the base pay of the classification of sheriff's sergeant which Measure F determines.
- Alcohol and Drug Policy Update
- Agreement to pursue future retiree health insurance vesting legislation whereby eligibility is based 100% upon Placer County service.
- Various personnel rule changes affecting leave of absence, fitness for duty, longevity pay, discipline, tuition reimbursement and merit increases.

CalPERS rules require that an actuarial report be completed prior to Board adoption of the Two-Tiered pension formula to allow full disclosure of the cost and/or savings that would be related to the requested action. As a result, the Resolution needed to adopt the new Two-Tiered pension formulas will be brought back to your Board for consideration later this calendar year or early in 2011 with the intent to implement for new hires as soon as possible thereafter. It is expected that there will be significant savings on every dollar of salary paid to new hires with this action due to the anticipated reduction in the employer contribution rate as well as the increased pick up of the employee contribution rate by the employee.

#### **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 2.87% salary increase and sheriff sergeants received a 3.38% salary increase in February 2010.

- Members will receive an additional Measure F increase in February 2011 & 2012 that, based upon past trends, should result in salary increases between 2 and 4% for DSA employees.

### **FISCAL IMPACT**

The continuing reductions projected for the County's revenue streams, anticipated State budget impacts and rising costs related to labor and ongoing operations, make it essential that the County achieve both short term and long term labor savings through wage and benefit adjustments that create ongoing budget savings.

In the short term, staff project that approval of the recommended actions would cost the County approximately \$13,477 in FY 2010-11 and \$26,956 in FY 2011-12. These cost increases are related to the reduction for the employee PERS contribution of .5% (paid for by the County starting 1/1/11), offset by increased dental premium cost sharing and a reduction in the In Lieu of Health Contribution to the 401k plan. "New" Measure F increases are estimated at approximately \$300,000 for five months in FY 2010-11 and \$710,000 for the full year impact in FY 2011-12.

In the longer term, moving to a Two-Tiered pension platform for new hires should help mitigate, or flatten some of the growth in the cost of employee pension benefits due to an immediate reduction in the employer contribution rate under the second tier. In addition, these employees will begin to pay 100% of the employee contribution amount which equates to 9% for safety and 7% for miscellaneous employees. While immediate savings will not be substantial, future pension costs should not grow as fast as it would if all employees remained on the current pension formula. In addition, when the County's South Placer Jail begins operations all related new-hires will be subject to the new pension platform and increased level of contributions.

### Attachments

1. Resolution to approve the New Memorandum of Understanding between Placer County and the Placer County Deputy Sheriff's Association through June 30, 2012.
2. Ordinance amending Chapter 3 of the Placer County Code implementing compensation and benefit adjustments for Placer County Deputy Sheriff's Association represented employees.
3. Uncodified ordinance implementing salary, compensation and benefit adjustments for Placer County Deputy Sheriff's Association represented employees.
4. Resolution for the CalPERS Deputy Sheriff Association Safety employee retirement contributions for current Safety members effective January 1, 2011.
5. Two resolutions for the CalPERS Deputy Sheriff Association Safety and Miscellaneous employee retirement contributions for new hire effective January 1, 2011.

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

**In the matter of:** A RESOLUTION OF THE BOARD OF      Reso. No. \_\_\_\_\_  
SUPERVISORS AUTHORIZING THE COUNTY TO ENTER  
INTO A NEW MEMORANDUM OF UNDERSTANDING WITH  
THE PLACER COUNTY DEPUTY SHERIFF ASSOCIATION

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at  
a regular meeting held November 2, 2010, 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

\_\_\_\_\_

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

That the Memorandum of Understanding ratified by the Placer County Deputy Sheriff  
Association, attached hereto as Exhibit A and incorporated herein by this reference, is  
hereby adopted and approved as to County employees who are members of that unit, on  
the terms contained in the MOU. All signatures on behalf of the County are authorized.  
Any provision of the Placer County Code or Placer County Administrative Rules in  
conflict with the attached MOU are hereby superseded and amended according to the  
terms of the MOU.

**MEMORANDUM OF UNDERSTANDING**  
**PLACER COUNTY DEPUTY SHERIFF'S ASSOCIATION**  
**JULY 1, 2010 - JUNE 30, 2012**

This Memorandum of Understanding contains the results of conferences between the Negotiating Committee of the Placer County Board of Supervisors and the Placer County Deputy Sheriff's Association, an exclusively recognized employee organization, in accordance with the provisions of the County Employer-Employee Relations Policy.

This Memorandum of Understanding will not be effective until first ratified by the membership of the Placer County Deputy Sheriff's Association, and then formally adopted and approved by the Placer County Board of Supervisors.

**1. Term of Agreement.**

The term of this contract shall be from July 1, 2010 through June 30, 2012 for employees represented by the Placer County Deputy Sheriff's Association (PCDSA). For purposes of this contract the date of adoption will be the later of the dates that this agreement is adopted by the PCDSA membership or adopted by the Placer County Board of Supervisors.

**2. Retirement Plans**

For employees hired by the County on or after January 1, 2011 (or as close as administratively feasible to that date) the County will contract with the Public Employees Retirement System (PERS) to provide the following retirement platforms and PERS Employer Paid Member Contribution:

- a. SAFETY PLAN: 3% at age 55 Modified; based on highest or final 3 year average compensation.
- b. MISCELLANEOUS PLAN: 2% at age 55 Modified; based on highest or final 3 year average compensation.
- c. The parties agree that DSA represented employees hired on or after January 1, 2011, if in the Safety Plan employees will pay 9% of their employee PERS contribution and if in the Miscellaneous Plan employees will pay 7% of their employee PERS contribution.  
(ATTACHMENT A)

**3. Sick Leave Balances**

A committee comprised of management and DSA members will be established to conduct a study regarding sick leave balances, accruals and the county's related liability. The committee will make recommendations to the County Executive Office by the termination date of this agreement that would serve to limit the county's liability and protect the employee in the event of a long term illness.

## Exhibit A

### 4. Safety Plan PERS Employer Paid Member Contribution

The County will pay an additional half percent (.5%), for a total of seven (7%) percent, of the employee's required contribution to PERS for Safety Plan employees represented by the PCDSA; to be implemented effective pay period 16, beginning January 1, 2011.  
(ATTACHMENT B)

### 5. 401(k) Contribution In Lieu of Health Insurance

The parties agree that:

- a. Effective pay period 12, November 6, 2010 for the 2011 benefit year, all PCDSA represented employees who elect to opt out of the CalPERS Health plan, because he/she has other coverage available, and elects to participate in the In Lieu of Health (ILH) option, will receive a flat dollar amount of \$150.00 per pay period to be contributed to their 401(k) account.
- b. Effective pay period 12, November 5, 2011 for the 2012 benefit year, all PCDSA represented employees who elect to opt out of the CalPERS Health plan, because he/she has other coverage available, and elects to participate in the In Lieu of Health (ILH) option, will receive a flat dollar amount of \$130.00 per pay period to be contributed to their 401(k) account.

### 6. Dental Coverage

The parties agree that:

- a. Effective pay period 16, January 1, 2011 for the 2011 benefit year all DSA represented employees will pay the following dental premiums:
  - i. Employee Only = County Paid
  - ii. Family Coverage = \$60.00/month
- b. DSA represented employees will pay for the full cost for dependents and any future rate increases associated with dependent coverage in the dental plan. The County will continue to pay for the employee only cost.
- c. Retiree Dental Participation: Effective the first full pay period following adoption, employees represented by DSA hired on or after this date will not be eligible to participate in the dental plan at retirement. Participation in retiree dental plan will be limited to current DSA represented employees, including those DSA retirees who retired since July 1, 2000.

### 7. Sick Leave Use Upon Retirement

The parties agree that PCDSA employees will be provided with a new option at retirement whereby an employee can deposit the cash value of their sick leave account into the employees deferred compensation account(s) (457 and 401k) subject to the annual IRS limitations as

## Exhibit A

follows: 100% for balances accrued prior to July 23, 2004 and / in accordance with the cash out vesting schedule for balances accrued after July 23, 2004. (ATTACHMENT C)

### 8. Wage Increases / Continuation of Salary Relationships

The parties agree on the following wage increases and a continuation of the current salary relationships as follows:

- a. **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.
- b. **Chief Deputy Coroner:**
  - i. Effective pay period 19, February 12, 2011, 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.
  - ii. Effective pay period 19, February 11, 2012, 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.
- c. **Investigators and Welfare-Fraud Investigators Unit**
  - i. Effective pay period 19, February 12, 2011, 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.
  - ii. Effective pay period 19, February 11, 2012, 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.
  - iii. Effective pay period 19, February 12, 2011, 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.
  - iv. Effective pay period 19, February 11, 2012, 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.

### 9. Vacation at Retirement

The parties agree to add a new option for employees upon retirement from Placer County service, if eligible to receive Public Employees Retirement System benefits at the time of such retirement, may have the full cash value of their vacation deposited into their deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations. If the employee chooses the option of having the vacation cash value deposited into their deferred compensation

## **Exhibit A**

account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out. (ATTACHMENT D)

### **10. Retiree Vision Insurance**

The County will add a retired annuitant vision insurance program if and when a program becomes available through the State for public agency annuitants and is paid for 100% by the retiree.

### **11. Leave of Absence**

In summary, the parties agree to the following provisions related to leave of absence for PCDSA represented employees as shown in Attachment E. (ATTACHMENT E)

- a. Health insurance continuation for 12 weeks for employees on a Leave of Absence when qualified under FMLA/CFRA.
  - i. Leave balances must be used in the initial FMLA/CFRA 12 weeks and if the leave extends beyond the FMLA/CFRA time period.
  - ii. Employee is responsible for employee and employer portions of the health insurance premium during a leave of absence when in an unpaid status (after FMLA/CFRA exhausted or if not eligible initially).
- b. Change initial leave approval period to “up to 90 days” with additional approvals at 30 day intervals by the appointing authority.
- c. Require the use of all leave balances prior to taking unpaid leave, based upon the employees regular work schedule, unless required for integration with workers compensation payments.
- d. Limit Education Leave to 6 months; employees must utilize leave balances (can’t use sick leave balances for this type of leave).
- e. Certification from a health care provider is required to return to work when returning from a medical leave.
- f. No extensions beyond one year may be approved, except pending the approval of a CalPERS disability retirement.
- g. Create a different due process method for separation of employment due to a permanent medical condition that cannot be accommodated as outlined in #11 below “Fitness for Duty Evaluation”.

### **12. Fitness for Duty Evaluation**

The parties agree to the process for fitness for duty evaluations as set out in Attachment F, in place of the process set out in the Placer County Code Chapter 3, Sections 3.08.1020 and 3.08.4030 (ATTACHMENT F)

## **Exhibit A**

### **13. Longevity**

The parties agree to modify the provisions of Placer County Code Section 3.12.060 relating to longevity pay for PCDSA represented employees as shown in Attachment G. (ATTACHMENT G)

### **14. Discipline**

The parties agree to modify the provisions of Chapter 3, 3.08.1200, 3.08.1210, 3.08.1230, 3.08.1240, 3.08.1250, 3.08.1260, 3.08.1280, 3.08.1290 and 3.08.1300 relating to discipline for PCDSA represented employees as shown in Attachment H. (ATTACHMENT H)

### **15. Progression in Steps**

The parties agree to modify the provisions of Chapter 3, 3.04.650, 3.04.670, 3.08.1060, 3.08.1150 relating to progression in steps for PCDSA represented employees as shown in Attachment I. (ATTACHMENT I)

### **16. Retiree Health Vesting Legislation**

The parties agree that Placer County and the DSA will seek legislative amendments to the CalPERS PEMHCA Government Code to change eligibility for CalPERS Retiree Health Insurance vesting based upon CalPERS Service Credit earned with Placer County only and exclude other public service credit as part of the eligibility criteria. Under the changes sought a New Hire represented by DSA would need at least ten (10) years of Placer County service to receive 50% of the employer contribution, increasing by 5% for each additional year of Placer County service to a maximum of 100% at twenty (20) years of service.

### **17. Tuition Reimbursement**

The parties agree to modify tuition reimbursement to \$1,200 per fiscal year instead of \$600 per semester.

### **18. Alcohol & Drug Policy**

The parties agree to the revised Alcohol & Drug Policy for PCDSA represented employees for the purpose of resolving issues arising under this policy. (ATTACHMENT J)

### **19. Side Table Items:**

The parties agree to meet during the course of this agreement to discuss the following items:

- a. Holiday Pay
- b. Court Notification

**Exhibit A**

**Signatures:**

**Placer County Deputy Sheriff's Association:**

\_\_\_\_\_  
Josh Tindall, President

\_\_\_\_\_  
Date

**County of Placer Board of Supervisors, Negotiating Committee**

\_\_\_\_\_  
Thomas Miller, County Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Nittler, Personnel Director

\_\_\_\_\_  
Date

**ATTACHMENT A**

**County Payment—Employee Share of CalPERS (New Hires)**

CalPERS Miscellaneous Employees. New employees hired on or after pay period 16, January 1, 2011 will pay seven percent of their employee CalPERS contribution.

CalPERS Safety Employees. New employees hired on or after pay period 16, January 1, 2011 will pay the full nine percent of their employee CalPERS contribution.

(County Code Section 3.12.110)

## **ATTACHMENT B**

### **County Payment—Employee Share of CalPERS**

CalPERS Safety Employees. For those employees represented by the PCDSA and included in the safety retirement plan effective pay period 16, January 1, 2011, the county will pick up seven percent total of the employee's contribution of the CalPERS cost. The employee will pay two percent of the employee contribution of the CalPERS cost.

(County Code Section 3.12.110)

## ATTACHMENT C

### Termination of Employment

Any employee represented by the DSA retiring from county service and eligible to receive California Public Employees' Retirement System (CalPERS) benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable:

A. If requested by the retiree, all or part of the employee's accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at five p.m., may be used to apply toward an early retirement on a day-for-day basis (e.g., an employee retiring at sixty-five (65) on December 31st, and having ten (10) days of accumulated sick leave may leave ten (10) working days before December 31st, and draw full compensation until December 31st), however, sick leave used to apply toward an early retirement, under this subsection, shall not be subject to any additional vacation or sick leave accruals. No sick leave earned beyond pay period 3, July 23, 2004 at five p.m., may be used to apply toward the early retirement benefit. However, if an employee's balance falls below the accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at five pm., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit; or

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

1. Ten (10) years of full time and continuous employment with Placer County (20,800 paid hours exclusive of overtime) equals a fifty (50) percent cash out,
2. Each additional year of full time and continuous employment (2080 paid hours exclusive of overtime) with Placer County equals an additional five percent cash out up to a maximum of one hundred (100) percent of the accrued balance at 41,600 paid hours exclusive of overtime (twenty years). Or
3. The cash value of all eligible sick leave may be deposited into a deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations and the following schedule:
  - a. 100% of the accumulated sick leave balance that was on record at the end of pay period 3, July 23, 2004,
  - b. 50% of the accumulated sick leave balance on record with 20,800 paid hours exclusive of overtime (ten years) of continuous employment with Placer County,  
5% additional cash-out for each additional year of full-time and continuous year of employment with Placer County up to a maximum of one hundred

percent (100%) of the accrued balance being cashed out at 41,600 hours (twenty years).

- c. If the employee chooses the option of having the sick leave cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee.

4. Employees covered by the CalPERS Miscellaneous Retirement Plan may convert accumulated unused sick leave to CalPERS service credit pursuant to Government Code Section 20965.

(County Code Section 3.04.420)

## **ATTACHMENT D**

### **Termination of Employment**

Any employee retiring from Placer County service and eligible to receive California Employees Retirement System (CalPERS) benefits at the time of such retirement may have the full cash value of their vacation deposited into their deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations. If the employee chooses the option of having the vacation cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee.

(County Code Section 3.04.500)

## **ATTACHMENT E**

### **LEAVES OF ABSENCE**

Employees absent on a medical leave of absence shall not be permitted to return to duty without a health care provider's certificate attesting to the employee's ability to perform his or her normal duties.

#### **Health Insurance Continuation**

- A. For those employees who are on a medical leave of absence under the family care leave Section 3.04.540, the county will pay its normal contribution for group medical insurance for the first twelve (12) workweeks of the leave in a twelve (12) month period. The employee will be responsible for their customary share of health insurance premium if any. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.
- B. If the medical leave of absence under the family care leave Section 3.04.540, extends beyond the first twelve (12) workweeks, the county will continue to pay its normal contribution for group medical insurance as long as the employee continues to utilize leave balances. Once leave balances have been exhausted, the employee will be responsible for the entire group medical premium (county share and employee share) for the remainder of the leave. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.
- C. For those employees on a medical leave and not eligible for the family care leave under Section 3.04.540, the county will pay its normal contribution for group medical insurance while the employee utilizes leave balances. Once the employee exhausts leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share). This does not include payment for dental, vision, life or accidental death insurance.

#### **Leaves of Absence – In general**

An employee on a leave of absence shall be required to use accrued vacation after sick leave has been exhausted for his/her regular work schedule prior to taking unpaid leave.

## **Extended Leaves**

The personnel director, upon the consent of the appointing authority and with the civil service commission's knowledge, may grant a leave of absence without pay, for a period of not less than thirty (30) calendar days and no longer than one year for illness, disability, or personal reasons. The maximum extent to which the initial approval of a leave of absence may be granted is ninety (90) calendar days. The appointing authority may grant extensions in thirty (30) calendar day increments not to exceed one (1) year; however, such extensions must be clearly based on unusual circumstances or, where the leave is for medical reasons, there must be a favorable prognosis for recovery and a predicted date of return to work. The appointing authority may only grant a leave beyond one (1) year if awaiting a determination on the approval of a CalPERS disability retirement.

1. **Pregnancy Disability Leave.** An appointing authority shall grant not less than four months pregnancy disability leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving pregnancy disability leaves in excess of four months subject to the terms and conditions stated in subsection B of this section or Section 3.04.540, family care and medical leave.

**Use of Leave Balances.** An employee granted a leave of absence shall be required to utilize all leave balances (with the exception of sick leave while on a personal or education leave) for the duration of the leave or until his or her leave balances have been exhausted. Once such leave balances have been exhausted, the employee will be placed on an unpaid leave of absence for the duration of the approved leave.

## **Family Care and Medical Leave**

The appointing authority shall require the employee to utilize leave balances during this period. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave.

## **Return from Leave of Absence**

When returning to work following a medical leave of absence, the employee must provide a health care provider's certificate stating the effective date of the return to work and attesting to the employee's ability to perform his or her normal duties.

## **Education leaves of absence**

A leave of absence for up to six (6) months may be granted to attend a private or public college or university for the purpose of improving job skill and knowledge, and performance technique which will benefit the department in which the applicant is employed. An employee granted such

leave will be required to utilize all leave balances (excluding sick leave) for the duration of the leave. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave. Such leave shall be granted in accordance with, and upon the terms and conditions outlined in Section 3.04.530(A).

(County Code Sections 3.04.370, 3.04.395, 3.04.490, 3.04.530, 3.04.540, 3.04.580, 3.04.550)

## ATTACHMENT F

### **Fitness for Duty Evaluation During Employment**

A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate his or her capacity to perform the duties of his or her position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician or psychologist selected by the county.

B. The examining physician or psychologist shall state whether, in his or her opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.

C. If the examining physician or psychologist finds the employee unfit to perform the essential job duties/functions of his or her position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county disability management administrator to provide additional information to the examining physician or psychologist for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.

D. Further medical information provided by the employee will then be submitted directly to the examining physician or psychologist who completed the initial review. The physician or psychologist will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of his or her position. The employee shall not be entitled to a second evaluation by another physician or psychologist.

### **Disability Review Process: Action by the Appointing Authority**

A. If it is determined that the employee cannot perform the essential job duties/functions of the classification in which he/she is employed, with or without reasonable accommodation, due to a medical or psychological condition that meets the disability criteria under federal and state statutes, the County may take the following actions, as appropriate:

1. Engage in an interactive process with the employee and as a reasonable accommodation may consider reassignment to an alternate classification based on the following criteria:
  - a) Employee's ability to meet the minimum qualifications of the alternative classification;

- b) Employee's ability to perform the essential job duties/functions of the alternative classification;
- c) Rules governing lateral transfer and voluntary demotion; and,
- d) Availability of the position at the time of acceptance, as determined by the County Executive Office.

B. Appeal Process: The employee may appeal an offer of, or refusal to offer, reasonable accommodation by submitting a written request to the county disability management administrator within fourteen (14) calendar days of the offer. The request shall be in writing and set forth the offered accommodation, if any, the reason the offered accommodation or denial of accommodation is unreasonable, and any accommodation the employee feels would be reasonable.

1. The county disability management administrator will review the appeal, obtain any additional information from the appointing authority and submit the request to the County Executive Officer for consideration. After consultation with County Counsel, the county disability management administrator, and the appointing authority, the County Executive Officer shall make one of the following findings:

- a) Further consideration of alternatives needed;
- b) The appeal is upheld; or,
- c) The appeal is not justified and denied.

The decision of the County Executive Officer shall be final.

C. If the interactive process described above does not result in resolution, the County will submit an application for disability retirement on the employee's behalf in accordance with the Public Employees Retirement Law if the employee is eligible.

D. Separation of the employee from County service for medical cause will occur if 1) the employee is not eligible for, or denied, disability retirement under the Public Employees Retirement Law; or 2) the employee declines an offer of reasonable accommodation; or 3) the employee fails to engage in the interactive process or reasonable accommodation cannot otherwise be satisfactorily achieved by the employee and the County. In taking such action to separate the employee for medical cause, the appointing authority shall follow the process set out in Article 3.08, Part 12, Disciplinary Action, as applicable, although the separation shall not be considered disciplinary action.

(County Code Sections 3.08.1025 and 3.08.1035)

## ATTACHMENT G

### Longevity Pay

Permanent employees meeting the following criteria shall be eligible to receive two five percent (5%) increases in their then current hourly rate from the salary schedule, which shall be referred to as “longevity pay”. As to either step alternative, a break in service will result in a new calculation for a new five or ten (10) year period, and no service prior to the break will be counted as part of the new five or ten (10) year period. Extra help time and time off without pay will not be included as part of this calculation. Time off without pay for disciplinary reasons or unpaid leave of absence will not constitute a break in service. Time off for these reasons will not count toward the completion of the required service time.

- A. Longevity Pay 1 (5%): An employee is eligible for five percent (5%) longevity pay upon meeting the requirements in EITHER item a OR b, but cannot earn both
  - 1. Each permanent employee who has been at step 5 of his or her salary grade in the same classification for 10,400 paid hours (five years full time paid service) with Placer County shall receive a one-time five percent (5%) increase in his or her then current base hourly rate.
  - 2. Each permanent employee who has at least 20,800 paid hours (ten (10) years of full-time paid service) with Placer County shall receive a five percent (5%) increase in their then current base hourly rate.
- B. Longevity Pay 2 (additional 5% for a total of 10%)—Each permanent employee who has at least 41,600 paid hours (twenty (20) years of full time paid service) with Placer County, shall receive an additional five percent (5%) increase of his or her then current base hourly rate.
- C. Employees who separate from County service, but who reinstate at a future date will follow the reinstatement provisions for eligibility for longevity pay; within two (2) years maintains prior eligibility; 2 years or more is treated as a new employee.
- D. Any form of overtime hours, extra help hours and time off without pay regardless of the reason will not be included for purposes of eligibility for longevity.
- E. Once such longevity increase(s) (longevity pay 1 or 2) have been provided to an employee, that employee shall have no further right to a longevity increase. The

longevity increase(s) will remain with the employee regardless of any future position or classification changes.

(County Code Section 3.12.060)

## ATTACHMENT H

### **Initiating Discipline—Review by County Executive Officer**

Prior to initiating any discipline as hereinafter provided, an appointing authority considering discipline consisting of discharge, suspension without pay for thirty-two (32) or more scheduled work hours, demotion or reduction of wages shall first review the matter with the county executive officer.

No appointing authority shall dismiss any disciplinary action or impose any discipline less than that recommended by the county executive officer without reviewing the matter with the county executive officer.

The appointing authority may review minor proposed discipline with the county executive officer.

Employees classified as exempt under the Fair Labor Standards Act shall not be disciplined by suspension without pay for less than a full work week, unless it is a penalty imposed in good faith for infractions of safety rules of major significance.

### **Initiating Discipline—Notice of Proposed Action**

Except as provided in Section 3.08.1250, disciplinary action shall be commenced by an appointing authority preparing a written notice of proposed action containing the following:

- A. The name of the employee.
- B. The section number or numbers of the rules or regulations violated constituting the charges.
- C. The reasons for which the disciplinary action is proposed to be taken on such charges.
- D. Any materials upon which the action is based.
- E. A statement informing the employee of his or her rights to respond, either orally or in writing, to the appointing authority within seven calendar days.

### **Filing Charges**

At the expiration of the time specified in Section 3.08.1210(E), and after (or after for DSA represented employees) investigating and considering such responses, oral or written, as the employee may have made, the appointing authority may file, within forty (40) calendar days, a written order initiating discipline containing the following...

### **Filing and Service of Order**

The appointing authority or designated representative shall personally serve one copy on the employee and send one copy to the personnel director. No copy of such order may be placed in such employee's personnel file until the discipline has become effective as provided in Section 3.08.1260.

### **Interim Suspension (administrative leave) with Pay**

Pending investigation by the appointing authority of charges against an employee, the appointing authority may, in writing, and with the approval of the CEO order the employee placed on immediate paid administrative leave of absence until charges are filed under Section 3.08.1230. Such interim suspension may only be made if the appointing authority and CEO determine it is in the best interest of the department or county to do so.

If charges are filed under Section 3.08.1210, the appointing authority may with CEO approval, in writing, order that such interim suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority and the County Executive Officer determines that it is in the best interest of the department or county to do so.

No interim suspension under subsection A or B of this section shall be valid unless first approved by the CEO.

### **Effective Date of Discipline**

Deputy Sheriff's Association:

A. Discipline not involving termination shall become effective when either the employee has not filed a request for appeal hearing (within the ten (10) calendar days as required under Section 3.08.1280 or at the conclusion of a hearing when findings have been made by the commission).

B. In the event the order initiating discipline involves discharge from employment or termination, the discipline shall become effective when the appointing authority has served the employee with a copy of the order and filed the original order with the personnel director pursuant to Section 3.08.1240.

### **Appeal—Procedure**

An employee desiring to appeal shall file with the hearing body an answer admitting or denying, in whole or in part, the allegations of the order. Matters not admitted by the filed answer shall be deemed denied. Such answer must be filed within ten (10) calendar days, of receipt of such order by such employee.

## **Appeal—Hearing**

After the date the answer is filed with the hearing body, such body shall hold a hearing at special meeting to determine whether such disciplinary action shall be sustained. The hearing shall be scheduled at the earliest possible date taking into consideration adequate time to schedule the parties, commissioners and counsel.

The appointing authority or designee and employee each shall have the right to be represented by legal counsel.

The hearing body shall have the right to the assistance of counsel in the conduct of the hearing.

Hearings shall be private and all persons excluded there from except the appointing authority, or designee, personnel director, secretary to the commission, employee, employee organization representative, attorneys, legal assistants or investigators as designated by an employee organization representative or attorney for either party, court reporter, and witnesses actually testifying, unless the employee files a written request for a public hearing with the hearing body.

All testimony shall be given under oath. The hearing body or counsel to the hearing body shall have the authority to administer the oath. All facts must be established by a preponderance of the evidence. The appointing authority shall have the burden to prove the grounds for the disciplinary action and that the proposed sanction is appropriate. The appointing authority shall be required to present its case first. The hearing body and its counsel shall have the right to ask questions of the parties and of any witnesses and each party shall have the right to present evidence in rebuttal.

Any evidence which is relevant and material to the disciplinary action may be received and the hearing body shall not be bound by the formal rules of evidence required of a formal court hearing.

## **Appeal—Findings**

At the conclusion of the hearing, the hearing body may sustain, modify or reverse the discipline imposed by the appointing authority and may make such findings and enter such orders as it deems appropriate.

If the hearing body orders reinstatement of the employee the findings shall specify the effective date of the reinstatement.

(County Code Sections 3.08.1200, 3.08.1210, 3.08.1230, 3.08.1240, 3.08.1250, 3.08.1260, 3.08.1280, 3.08.1290, 3.08.1300)

## **ATTACHMENT I**

### **Progression in Steps**

Deputy Sheriff's Association Employees:

1. The numbers 1, 2, 3, 4 and 5, respectively denote the various steps in the salary grade.
2. Step 1 will normally be paid upon initial employment.
3. Employees will be considered to be eligible for an increase to Step 2 at the satisfactory completion of 1040 paid hours, exclusive of any form of overtime, at step 1.
4. Employees will be considered to be eligible for an increase to Step 3 at the satisfactory completion of 2080 paid hours, exclusive of any form of overtime, in Step 2.
5. Employees will be considered to be eligible for an increase to Step 4 at the satisfactory completion of 2080 paid hours, exclusive of any form of overtime, in Step 3.
6. Employees will be considered to be eligible for an increase to Step 5 at the satisfactory completion of 2080 paid hours, exclusive of any form of overtime, in Step 4. No advance in pay shall be automatic upon completion of the periods of service outlined hereinabove. All increases shall be made on the basis of merit as established by the employee's service and after the recommendation of the department head and approval by the civil service commission. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude.

### **When Advancement in Salary is Effective**

Deputy Sheriff's Association Employees:

- A. As provided in Section 3.04.650 progression from one step to the next step shall be made on the first day of the pay period in which the employee completes the eligibility requirement in such class if such progression is approved by the civil service commission or Board of Supervisors.
- B. It shall be the appointing authority or designee's sole responsibility to submit requests for step increases, accompanied by performance reviews documenting the performance to the civil service commission or Board of Supervisors prior to the employee's eligibility date for step advancement. During any period in which the board of supervisors has suspended merit increases for any employees, the department head shall not submit requests for step increases to the civil service commission and the eligibility date for a step increase shall be extended for the period of suspension.

## **Performance Appraisal**

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

- A. An employee performance evaluation form shall be submitted prior to an employee's eligibility date for a step increase with a recommendation regarding merit salary increase.

## **Reinstatement Following Resignation or Voluntary Demotion**

Employees granted reinstatement will not be placed higher than the same salary, in dollars, that was attained prior to resignation. On reinstatement, the new salary step will be that which most closely approximates the prior monthly salary; however, in any event, it will be no lower than Step I of the current salary grade. Upon the recommendation of the appointing authority, the county executive officer may adjust the step of an employee within the limits of the salary grade in the same manner as delineated under Section 3.04.680, Appointment at higher step. The new anniversary date for purposes of establishing eligibility for merit increases shall be the date of reinstatement.

- A. Employees granted reinstatement will not be placed higher than the same salary, in dollars, that was attained prior to resignation. On reinstatement, the new salary step will be that which most closely approximates the prior monthly base salary exclusive of additional pays; however, in any event, it will be no lower than Step 1 of the current salary grade. Upon the recommendation of the appointing authority, the county executive officer may adjust the step of an employee within the limits of the salary grade in the same manner as delineated under Section 3.04.680, Appointment at higher step. The date of reinstatement will be used to establish when the employee meets the required paid hours, exclusive of any form of overtime, for purposes of step progression.

(County Code Sections 3.04.650, 3.04.670, 3.08.1060, 3.08.1150)

## ATTACHMENT J

### PLACER COUNTY DEPUTY SHERIFF'S ASSOCIATION ALCOHOL AND DRUG ABUSE POLICY

#### PURPOSE

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While Placer County has no intention of intruding into the private lives of its employees, involvement with alcohol and drugs off the job can take its toll on job performance and employee safety. Employees must be in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of alcohol and drugs on the job, and/or the influence of these substances on employees during working hours, are inconsistent with the objective of eliminating substance abuse and its effects on the workplace.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the County's Employee Assistance Program. While the County will be supportive of those who seek help voluntarily, the County will be equally firm in identifying and disciplining those who continue to participate in substance abuse, even if enrolled in counseling or rehabilitation programs.

Supervisors will be trained to recognize symptoms of substance abuse and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of County managers and employees. To that end, the County will act to eliminate any substance abuse including alcohol; drugs (illegal and prescription) or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job, or which increases the potential for accidents; danger to the health and safety of others and themselves; absenteeism; sub-standard performance; poor employee morale; damage to the County's property or reputation; and/or, violations of federal, state, or County laws/policies.

In recognition of the public service responsibilities entrusted to the employees of the County, and the fact that alcohol and drug usage can hinder a person's ability to perform duties safely and effectively, the following policy against alcohol and drug abuse is hereby adopted by Placer County. This policy applies in addition to the federal Department of Transportation Alcohol and Drug Program as enforced by the County.

## **POLICY**

Employees shall not be impaired by, or be in possession of alcohol or drugs while on County property, at work locations, while on duty, or subject to being called to duty. Employees shall not manufacture, sell, distribute, or dispense alcohol or drugs (directly or through a third party) to any person, including any employee, while either employee or both employees are on duty or subject to being called to duty.

While use of validly prescribed medications and drugs is not per se a violation of this policy, failure by an employee to notify his or her supervisor, before beginning work, when taking medications or drugs which could foreseeable interfere with the safe and effective performance of duties, or the operation of County equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The County reserves the right to search, without employee consent, all areas and property in which the County maintains control or joint control with the employee. Otherwise the County may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. For applicable public safety employees, the County shall inform employees under the Public Safety Officers Procedural Bill of Rights of its intent to search areas of joint control.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable period of time to allow for testing and arranging for the employee's safe transportation from the worksite.

Employees who test positive for alcohol or drugs, refuse to complete a required drug test, adulterate a sample, substitute a sample, have a test cancelled because their specimen failed laboratory validity testing, fail to report for a drug test when scheduled, refuse to sign forms required for the completion of any test, or refuse to cooperate in the testing process in any way that prevents completion of any test, will be subject to discipline up to and including termination.

The County is committed to providing reasonable accommodation to those employees whose alcohol or drug problem classifies them as disabled under federal and/or state law.

The County established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol and/or drug problems. Employees interested in this service should contact the County's benefit provider directly for additional information.

## **APPLICATION**

This policy applies to all employees of Placer County.

## MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Department Heads, managers, and supervisors are responsible for:

- A. Reasonable enforcement of this policy.
- B. Requesting that an employee submit to an alcohol and drug test when there is a "reasonable suspicion" that an employee is under the influence of alcohol and/or drugs while on the job or subject to being called to duty.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the functions of the job is impaired, or so the employee's ability to perform his or her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion depending upon the circumstances in which the behavior is observed and/or reported:

- 1. Slurred speech;
  - 2. Alcohol odor on breath;
  - 3. Unsteady walking and movement;
  - 4. An accident involving County property, where it appears the employee's conduct is at fault;
  - 5. Physical altercation;
  - 6. Verbal altercation;
  - 7. Unusual behavior that warrants intervention by a manager or supervisor;
  - 8. Possession of alcohol or drugs;
  - 9. Information obtained from a reliable person with personal knowledge;
  - 10. Bloodshot eyes.
- C. Documenting the facts and circumstances that articulates and substantiates that the employee in question is reasonably suspected of being under the influence of alcohol or drugs.
  - D. Reminding the employee who refuses an order to submit to an alcohol and drug analysis of the requirements and disciplinary consequences of this Policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange but not provide for the employee to be safely transported home.
  - E. Managers and supervisors should notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the

Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

- F. Managers and supervisors should immediately notify the Department Head or designee and Risk Management of any action taken under this Policy.

## **EMPLOYEE RESPONSIBILITIES**

An employee must:

- A. Not report to work or be subject to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. Not possess or use alcohol, drugs (illegal and prescription), or substances that cause impairment during working hours or while subject to duty, on breaks, during meal periods, or at anytime while on County property;
- C. Not manufacture, sell, distribute, or dispense drugs (illegal and prescription), directly or through a third party, to any person, including any employee, while either employee or both employees are on duty or subject to being called to duty;
- D. Submit immediately to a reasonable suspicion alcohol and drug test when requested by a supervisor, manager, Department Head, or designee;
- E. Notify his or her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment;
- F. Provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and,
- G. Notify his or her supervisor within five calendar days of a conviction for an alcohol and/or drug offense.

## **TESTING, MEDICAL EVALUATION, AND PROCEDURE**

Upon request, employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the department head or designee to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after the sample is taken. However, the employee may be ordered to take a test without a representative so long as there is no interview or discussion with the employee.

The alcohol and drug tests may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his or her job, including, but not limited to, alcohol, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

Testing for the presence of alcohol and/or metabolites of drugs will be conducted by analysis of breath, saliva, urine, and/or blood at the County's discretion.

## **RESULTS OF ALCOHOL AND DRUG ANALYSIS**

Employees who test positive for alcohol or drugs, adulterate a sample, substitute a sample, or have a test cancelled because their specimen failed laboratory validity testing will be subject to discipline up to and including termination.

The results of the tests will be reviewed and analyzed by the County Health Officer or designee and submitted to Risk Management.

For positive test results, the County Health Officer or designee may interview the affected employee to determine if factors other than illegal drug use may have caused the result. If the employee reports the positive result is based on medications, the employee must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen to the County Health Officer or designee. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, the prescription is not in the employee's name, or the employee has not previously notified his or her supervisor of the same, the employee will be subject to disciplinary action up to and including termination.

The County Health Officer or designee will provide an analysis of the test results to Risk Management. Laboratory reports or test results shall be securely kept under the control of Risk Management. The employee shall receive a full copy of any test results upon request. Risk Management will provide information on a strictly need-to-know basis to the appropriate County management staff for appropriate actions.

## **CONFIDENTIALITY**

Laboratory reports or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent may also occur when:

- A. The information is compelled by law or by judicial or administrative process;
- B. The information has been placed at issue in a formal dispute between the employer and employee;

- C. The information is to be used in administering an employee benefit plan; and/or,
- D. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

## **TRAINING**

- A. **Employee Training:** The County will inform employees about the policy on alcohol and drug abuse; the availability of an Employee Assistance Program (EAP) for treatment and counseling services for those employees who voluntarily seek such assistance.
- B. **Manager/Supervisor Training:** The County will provide training to assist managers and supervisors in identifying factors, which constitute reasonable suspicion for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the alcohol and drug policy.

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

In the matter of: AN ORDINANCE AMENDING  
SECTIONS 3.04.370, 3.04.395, 3.04.420, 3.04.490,  
3.04.500, 3.04.530, 3.04.540, 3.04.550, 3.04.580,  
3.04.650, 3.04.670, 3.08.1025, 3.08.1035 3.08.1060,  
3.08.1150, 3.08.1200, 3.08.1210, 3.08.1230,  
3.08.1240, 3.08.1250, 3.08.1260, 3.08.1280,  
3.08.1290, 3.08.1300, 3.12.060, 3.12.110, OF  
CHAPTER 3 OF THE PLACER COUNTY CODE

Ordinance No: \_\_\_\_\_

First 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.

\_\_\_\_\_  
Kirk Uhler  
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 3.04.370 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.370 Limitations, general.**

....

D. Deputy Sheriff's Association Employees. Employees absent on a medical leave of absence shall not be permitted to return to duty without a health care provider's certificate attesting to the employee's ability to perform his or her normal duties.

**Section 2: That Section 3.04.395 of Chapter 3 of the Placer County Code is hereby established and shall read as follows:**

**3.04.395 Health Insurance Continuation – Deputy Sheriff's Association**

- A. For those employees who are on a medical leave of absence under the family care leave Section 3.04.540, the county will pay its normal contribution for group medical insurance for the first twelve (12) workweeks of the leave in a twelve (12) month period. The employee will be responsible for their customary share of health insurance premium if any. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.
- B. If the medical leave of absence under the family care leave Section 3.04.540, extends beyond the first twelve (12) workweeks, the county will continue to pay its normal contribution for group medical insurance as long as the employee continues to utilize leave balances. Once leave balances have been exhausted, the employee will be responsible for the entire group medical premium (county share and employee share) for the remainder of the leave. This does not include payment for dental, vision, life or accidental death insurance. If the employee fails to return from medical leave the county will recover the premiums paid on the employee's behalf.
- C. For those employees on a medical leave and not eligible for the family care leave under Section 3.04.540, the county will pay its normal contribution for group medical insurance while the employee utilizes leave balances. Once the employee exhausts leave balances, the employee will be responsible for the entire group medical premiums

(county share and employee share). This does not include payment for dental, vision, life or accidental death insurance.

**Section 3: 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**

....

J. ~~Deputy Sheriffs' Unit Association~~ Employees. Any employee represented by the DSA retiring from county service and eligible to receive ~~State Employee Retirement System~~ California Public Employees' Retirement System (CalPERS) benefits at the time of such retirement may select one or more of the following options; however, the selection must be made prior to retiring from county service and once the selection is made it is irrevocable:

1. If requested by the retiree, all or part of the employee's accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at five p.m., may be used to apply toward an early retirement on a day-for-day basis (e.g., an employee retiring at sixty-five (65) on December 31st, and having ten (10) days of accumulated sick leave may leave ten (10) working days before December 31st, and draw full compensation until December 31st), however, sick leave used to apply toward an early retirement, under this subsection, shall not be subject to any additional vacation or sick leave accruals. No sick leave earned beyond pay period 3, July 23, 2004 at five p.m., may be used to apply toward the early retirement benefit. However, if an employee's balance falls below the accumulated sick leave balance on record at the end of pay period 3, July 23, 2004 at five pm., any additional hours earned after that date, up to the previous balance, may be used for the early retirement benefit; or

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

(a) Ten (10) years of full time and continuous employment with Placer County (20,800 paid hours exclusive of overtime) equals a fifty (50) percent cash out,

(b) Each additional year of full time and continuous employment (2080 paid hours exclusive of overtime) with Placer County equals an additional five percent cash out up to a maximum of one hundred (100) percent of the accrued balance at 41,600 paid hours exclusive of overtime (twenty (20)-years). or-

3. The cash value of all eligible sick leave may be deposited into a deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations and the following schedule:

(a) 100% of the accumulated sick leave balance that was on record at the end of pay period 3, July 23, 2004,

(b) 50% of the accumulated sick leave balance on record with 20,800 paid hours exclusive of overtime (ten years) of continuous employment with Placer County, 5% additional cash-out for each additional year of full-time and continuous year of employment with Placer County up to a maximum of one hundred percent (100%) of the accrued balance being cashed out at 41,600 hours (twenty years).

(c) If the employee chooses the option of having the sick leave cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee.

34. Employees covered by the CalPERS Miscellaneous Retirement Plan may convert accumulated unused sick leave to CalPERS service credit pursuant to Government Code Section 20965.

....

**Section 4: That Section 3.04.490 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.490 When to be taken.**

A. The time at which vacation leave shall be taken shall be determined by the appointing authority. If such authority does not provide a specific time for vacation leave, an employee may take, as a matter of right, by giving oral notice, the accumulated vacation to his or her credit during the last month of the year following the year in which the vacation credit was earned. For PPEO represented employees, the department head or designee shall approve, disapprove or modify a vacation request within ten (10) days of the receipt of the request. For DSA represented employees, an employee on a leave of absence shall be required to use accrued vacation after sick leave has been exhausted for his/her regular work schedule prior to taking unpaid leave.

....

**Section 5: That Section 3.04.500 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.500 Termination of employment.**

....

E. ~~Safety management~~ Any employee retiring from Placer County service and eligible to receive California Employees Retirement System (CalPERS) benefits at the time of such retirement may have the full cash value of their vacation deposited into their deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations. If the employee chooses the option of having the vacation cash value deposited into their deferred compensation account(s), and this value, plus any prior contributions, exceed the IRS annual deferred compensation limits, the excess over the limitations will be cashed out to the employee. (Ord. 5529-B § 2, 2008; Ord. 5478-B (Attach. A), 2007: prior code § 14.430)

**Section 6: That Section 3.04.530 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.530 In general.**

A. PPEO General and Professional Units, Safety Management, Management, Confidential and Unclassified non-management employees. Extended Leaves. The personnel director, upon the consent of the appointing authority and with the civil service commission's knowledge, may grant a leave of absence without pay, for a period of not less than thirty (30) days and not longer than one year for illness, disability, or personal reasons. The maximum extent to which the initial approval of a leave of absence will be granted is six months. The director may grant an extension not to exceed an additional six months. Extensions beyond one year, up to a maximum of one additional year, may be approved by the civil service commission in increments of not more than six months; however, such extensions must be clearly based on unusual circumstances or, where the leave is for medical reasons, there must be a favorable prognosis for recovery and a predicted date of return to work.

1. ....

2. ....

B. Deputy Sheriff's Association. Extended Leaves. The personnel director, upon the consent of the appointing authority and with the civil service commission's knowledge, may

grant a leave of absence without pay, for a period of not less than thirty (30) calendar days and no longer than one year for illness, disability, or personal reasons. The maximum extent to which the initial approval of a leave of absence may be granted is ninety (90) calendar days. The appointing authority may grant extensions in thirty (30) calendar day increments not to exceed one (1) year; however, such extensions must be clearly based on unusual circumstances or, where the leave is for medical reasons, there must be a favorable prognosis for recovery and a predicted date of return to work. The appointing authority may only grant a leave beyond one (1) year if awaiting a determination on the approval of a CalPERS disability retirement.

1. Pregnancy Disability Leave. An appointing authority shall grant not less than four months pregnancy disability leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving pregnancy disability leaves in excess of four months subject to the terms and conditions stated in subsection B of this section or Section 3.04.540, family care and medical leave.

BC. Temporary Leaves. Temporary leaves may be granted without pay by the appointing authority for a temporary period which shall not exceed thirty (30) days. Upon granting the temporary leave, the appointing authority shall immediately notify the personnel director, in writing, of the fact of the leave, the length thereof, and the reasons therefore. Leaves of absence of five days or less during each fiscal year need not be reported to the personnel director.

GD. Filling Vacancies. An allocated position held by an employee on authorized leave of absence must be filled by the appointing authority in the same manner as any other position in the classified and unclassified service. If such position is filled by a probationary or permanent appointee and the position is in the classified service, such appointee, at the time of appointment, shall be informed by the personnel director of the possibility of lay off under Section 3.08.1090 et seq. (Ord. 5478-B (Attach. A), 2007: prior code § 14.500)

D. Deputy Sheriff's Association. Use of Leave Balances. An employee granted a leave of absence shall be required to utilize all leave balances (with the exception of sick leave while on a personal or education leave) for the duration of the leave or until his or her leave balances have been exhausted. Once such leave balances have been exhausted, the employee will be placed on an unpaid leave of absence for the duration of the approved leave.

**Section 7: That Section 3.04.540 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.540 Family care and medical leave.**

C. ....

7. The appointing authority may require the employee to use any accrued vacation or compensating time off during this period. For DSA represented employees, the appointing authority shall require the employee to utilize leave balances during this period. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave.

....

**Section 8: That Section 3.04.550 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.550 Educational leaves of absence**

....

B. Deputy Sheriff's Association: Without Compensation. A leave of absence for up to one year six (6) months may be granted, ~~without pay,~~ to attend a private or public college or university for the purpose of improving job skill and knowledge, and performance technique which will benefit the department in which the applicant is employed. An employee granted such leave will be required to utilize all leave balances (excluding sick leave) for the duration of the leave. Once such leave balances have been exhausted the employee will be placed on an unpaid leave of absence for the duration of the approved leave. Such leave shall be granted in accordance with, and upon the terms and conditions outlined in Section 3.04.530(A).

BC. Continuing Education With Pay—Professional and General Units. Employees in the registered nursing classifications, the classification of pharmacist, and the classification of licensed vocational nurse shall be eligible for paid educational leave, for the purpose of attending continuing education classes only. The following conditions shall apply:

....

**Section 9: That Section 3.04.580 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.580 Return from leave of absence.**

....

C. Deputy Sheriff's Association. Return from medical leave. When returning to work following a medical leave of absence, the employee must provide a health care provider's certificate stating the effective date of the return to work and attesting to the employee's ability to perform his or her normal duties.

**Section 10: That Section 3.04.650 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.650 Progression in steps.**

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

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

B. Deputy Sheriff's Association, Safety Management, Management, Confidential and Unclassified non-management employees:

1. The numbers 1, 2, 3, 4 and 5, respectively denote the various steps in the salary grade.
2. Step 1 will normally be paid upon initial employment.
3. Employees will be considered to be eligible for an increase to Step 2 at the satisfactory completion of 1040 paid hours, exclusive of any form of overtime, at step 1.
4. Employees will be considered to be eligible for an increase to Step 3 at the satisfactory completion of 2080 paid hours, exclusive of any form of overtime, in Step 2.

5. Employees will be considered to be eligible for an increase to Step 4 at the satisfactory completion of 2080 paid hours, exclusive of any form of overtime, in Step 3.

6. Employees will be considered to be eligible for an increase to Step 5 at the satisfactory completion of 2080 paid hours, exclusive of any form of overtime, in Step 4.

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

CD. ~~The provisions of subsection B of this section shall apply, also, to the unclassified service.~~ The Board of Supervisors shall approve or disapprove recommendations for step advancement in the unclassified service.

DE. As a result of severe financial crisis facing the state and the county, the provisions set out in this section relating to approval or disapproval of merit increases for all unclassified employees and for classified management employees are hereby suspended for the period from July 1, 2010 through June 30, 2011. During this period of suspension, no appointing authority may recommend a step or merit increase for any such employee, nor shall any such employee gain eligibility for a step or merit increase. All paid hours earned during the period of time from July 1, 2010 to June 30, 2011 shall not be counted toward eligibility for a step or merit increase. (Ord. 5594-B § 1, 2010; Ord. 5478-B (Attach. A), 2007; Ord. 5006-B (part), 1999; prior code § 14.710)

**Section 11: That Section 3.04.670 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.04.670 When advancement in salary effective.**

1. PPEO General and Professional Units.

A. As provided in Section 3.04.650 advancement in salary rate of an employee from one step to the next step shall be made on the first day of the pay period in which the employee's anniversary date falls following the employee's completion of a year of continuous service in such class if such advancement is approved by the civil service commission.

B. For computing continuous service see definitions, Section 3.08.170.

C. It shall be the department's sole responsibility to submit requests for step increases, accompanied by performance reports to the civil service commission prior to the employee's anniversary date. During any period in which the board of supervisors has suspended merit increases for any classified or unclassified employees, the department head

shall not submit requests for step increases to the civil service commission for classified employees or to the board of supervisors for unclassified employees and the anniversary date for eligibility shall be extended for the period of suspension. (Ord. 5594-B § 2, 2010; Ord. 5478-B (Attach. A), 2007: prior code § 14.720)

2. Deputy Sheriff's Association, Safety Management, Management, Confidential and Unclassified non-management employees.

A. As provided in Section 3.04.650 progression from one step to the next step shall be made on the first day of the pay period in which the employee completes the eligibility requirement in such class if such progression is approved by the civil service commission or Board of Supervisors.

B. It shall be the appointing authority or designee's sole responsibility to submit requests for step increases, accompanied by performance reviews documenting the performance to the civil service commission or Board of Supervisors prior to the employee's eligibility date for step advancement. During any period in which the board of supervisors has suspended merit increases for any employees, the department head shall not submit requests for step increases to the civil service commission and the eligibility date for a step increase shall be extended for the period of suspension. (Ord. 5478-B (Attach. A), 2007: prior code § 14.720)

**Section 12: That Section 3.08.1025 of Chapter 3 of the Placer County Code is hereby established and shall read as follows:**

**3.08.1025 Fitness for Duty Evaluation During Employment – Deputy Sheriff's Association**

A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate his or her capacity to perform the duties of his or her position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician or psychologist selected by the county.

B. The examining physician or psychologist shall state whether, in his or her opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.

C. If the examining physician or psychologist finds the employee unfit to perform the essential job duties/functions of his or her position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county

disability management administrator to provide additional information to the examining physician or psychologist for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.

D. Further medical information provided by the employee will then be submitted directly to the examining physician or psychologist who completed the initial review. The physician or psychologist will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of his or her position. The employee shall not be entitled to a second evaluation by another physician or psychologist.

**Section 13: That Section 3.08.1035 of Chapter 3 of the Placer County Code is hereby established and shall read as follows:**

**3.08.1035 Disability Review Process: Action by the appointing authority – Deputy Sheriff's Association**

A. If it is determined that the employee cannot perform the essential job duties/functions of the classification in which he/she is employed, with or without reasonable accommodation, due to a medical or psychological condition that meets the disability criteria under federal and state statutes, the County may take the following actions, as appropriate:

1. Engage in an interactive process with the employee and as a reasonable accommodation may consider reassignment to an alternate classification based on the following criteria:

- a) Employee's ability to meet the minimum qualifications of the alternative classification;
- b) Employee's ability to perform the essential job duties/functions of the alternative classification;
- c) Rules governing lateral transfer and voluntary demotion; and,
- d) Availability of the position at the time of acceptance, as determined by the County Executive Office.

B. Appeal Process: The employee may appeal an offer of, or refusal to offer, reasonable accommodation by submitting a written request to the county disability management administrator within fourteen (14) calendar days of the offer. The request shall be in writing and set forth the offered accommodation, if any, the reason the offered accommodation or denial of accommodation is unreasonable, and any accommodation the employee feels would be reasonable.

1. The county disability management administrator will review the appeal, obtain any additional information from the appointing authority and submit the request to the County Executive Officer for consideration. After consultation with County Counsel, the county disability management administrator, and the appointing authority, the County Executive Officer shall make one of the following findings:
  - a) Further consideration of alternatives needed;
  - b) The appeal is upheld; or,
  - c) The appeal is not justified and denied.

The decision of the County Executive Officer shall be final.

C. If the interactive process described above does not result in resolution, the County will submit an application for disability retirement on the employee's behalf in accordance with the Public Employees Retirement Law if the employee is eligible.

D. Separation of the employee from County service for medical cause will occur if 1) the employee is not eligible for, or denied, disability retirement under the Public Employees Retirement Law; or 2) the employee declines an offer of reasonable accommodation; or 3) the employee fails to engage in the interactive process or reasonable accommodation cannot otherwise be satisfactorily achieved by the employee and the County. In taking such action to separate the employee for medical cause, the appointing authority shall follow the process set out in Article 3.08, Part 12, Disciplinary Action, as applicable, although the separation shall not be considered disciplinary action.

**Section 14: That Section 3.08.1060 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1060 Performance appraisal.**

....

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

1. Deputy Sheriff's Association, Safety Management, Management, Confidential and Unclassified non-management employees: An employee performance evaluation form shall be submitted prior to an employee's eligibility date for a step increase with a recommendation regarding merit salary increase.

....

**Section 15: That Section 3.08.1150 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1150 Reinstatement following resignation or voluntary demotion.**

....

A. Employees granted reinstatement will not be placed higher than the same salary, in dollars, that was attained prior to resignation. On reinstatement, the new salary step will be that which most closely approximates the prior monthly salary; however, in any event, it will be no lower than Step I of the current salary grade. Upon the recommendation of the appointing authority, the county executive officer may adjust the step of an employee within the limits of the salary grade in the same manner as delineated under Section 3.04.680, Appointment at higher step. The new anniversary date for purposes of establishing eligibility for merit increases shall be the date of reinstatement.

1. Deputy Sheriff's Association, Safety Management, Management, Confidential and Unclassified non-management employees: Employees granted reinstatement will not be placed higher than the same salary, in dollars, that was attained prior to resignation. On reinstatement, the new salary step will be that which most closely approximates the prior monthly base salary exclusive of additional pays; however, in any event, it will be no lower than Step 1 of the current salary grade. Upon the recommendation of the appointing authority, the county executive officer may adjust the step of an employee within the limits of the salary grade in the same manner as delineated under Section 3.04.680, Appointment at higher step. ~~The new anniversary date for purposes of establishing eligibility for merit increases shall be~~ The date of reinstatement will be used to establish when the employee meets the required paid hours, exclusive of any form of overtime, for purposes of step progression.

....

**Section 16: That Section 3.08.1200 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1200 Initiating discipline—Review by county executive officer.**

A. ~~1. DSA Represented Employees. Prior to initiating any discipline as hereinafter provided, an appointing authority considering discipline consisting of discharge, suspension without pay for four or more days, demotion or cancellation of wages for four or more days, shall first review the matter with the county executive officer.~~

~~2. DSA and PPEO Represented Employees, Classified Management and Confidential.~~ Prior to initiating any discipline as hereinafter provided, an appointing authority considering discipline consisting of discharge, suspension without pay for thirty-two (32) or more scheduled work hours, demotion or reduction of wages shall first review the matter with the county executive officer.

~~B. DSA Represented Employees. No appointing authority shall impose any discipline greater than that recommended by the county executive officer except by express authorization of the board of supervisors.~~

CB. PPEO Represented Employees, Classified Management and Confidential. No appointing authority shall dismiss any disciplinary action or impose any discipline less than that recommended by the county executive officer, without the express authorization of the county executive officer.

C. DSA Represented Employees. No appointing authority shall dismiss any disciplinary action or impose any discipline less than that recommended by the county executive officer without reviewing the matter with the county executive officer.

D. The appointing authority may review minor proposed discipline with the county executive officer.

E. Employees classified as exempt under the Fair Labor Standards Act shall not be disciplined by suspension without pay for less than a full work week, unless it is a penalty imposed in good faith for infractions of safety rules of major significance. (Ord. 5577-B § 2, 2009; Ord. 5478-B (Attach. A), 2007; Ord. 5044-B (part), 2000; prior code § 14.2213)

**Section 17: That Section 3.08.1210 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1210 Initiating discipline—Notice of proposed action.**

Except as provided in Section 3.08.1250, disciplinary action shall be commenced by an appointing authority preparing a written notice of proposed action containing the following:

- A. The name of the employee.
- B. The section number or numbers of the rules or regulations violated constituting the charges.
- C. The reasons for which the disciplinary action is proposed to be taken on such charges.
- D. Any materials upon which the action is based.

E. A statement informing the employee of his or her rights to respond, either orally or in writing, to the appointing authority within seven calendar days, ~~or five working days for DSA represented employees.~~ (Ord. 5577-B § 3, 2009; Ord. 5478-B (Attach. A), 2007: prior code § 14.2215)

**Section 18: That Section 3.08.1230 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1230 Filing charges.**

At the expiration of the time specified in Section 3.08.1210(E), and after (or after for DSA represented employees) investigating and considering such responses, oral or written, as the employee may have made, the appointing authority may file, within forty (40) calendar days, ~~or thirty (30) working days for DSA represented employees,~~ a written order initiating discipline containing the following:

....

**Section 19: That Section 3.08.1240 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1240 Filing and service of order.**

~~A. DSA Represented Employees. The appointing authority or designated representative shall personally serve one copy on the employee and send one copy to the personnel director not later than three working days after the date of the disciplinary action. No copy of such order may be placed in such employee's personnel file until the proposed discipline has become effective as provided in Section 3.08.1260.~~

~~B. Deputy Sheriff's Association and PPEO Represented Employees, Classified Management and Confidential. The appointing authority or designated representative shall personally serve one copy on the employee and send one copy to the personnel director. No copy of such order may be placed in such employee's personnel file until the proposed discipline has become effective as provided in Section 3.08.1260. (Ord. 5577-B § 5, 2009; Ord. 5478-B (Attach. A), 2007: prior code § 14.2222)~~

**Section 20: That Section 3.08.1250 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1250 Interim suspension (administrative leave) with pay.**

~~A. 1. DSA Represented Employees. Pending investigation by the appointing authority of charges against an employee, the appointing authority may, in writing, order the employee placed on immediate paid leave of absence until charges are filed under Section 3.08.1230, or for a specified period of time not to exceed fifteen (15) working days, whichever comes first. Such suspension may only be made if the appointing authority determines that the security or efficient operation of the department requires such suspension. Such suspension shall be accompanied by the notice specified by Section 3.08.1210.~~

~~2A. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. Pending investigation by the appointing authority of charges against an employee, the appointing authority may, in writing, and with the approval of the CEO order the employee placed on immediate paid administrative leave of absence until charges are filed under Section 3.08.12430. Such interim suspension may only be made if the appointing authority and CEO determine it is in the best interest of the department or county to do so.~~

~~B. 1. DSA Represented Employees. If charges are thereafter filed under Section 3.08.1230, the appointing authority may, in writing, order that such paid leave of absence continue until such discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority determines that the security or efficient operation of the department requires such further suspension.~~

~~2B. PPEO Represented Employees, Classified Management and Confidential. If notice is served under Section 3.08.1210, the appointing authority may with CEO approval, in writing, order that such interim suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority determines that it is in the best interest of the department or county to do so.~~

~~C. DSA Represented Employees. If charges are filed under Section 3.08.1210, the appointing authority may with CEO approval, in writing, order that such suspension continue until such interim discipline becomes effective as provided in Section 3.08.1260, or such charges are dismissed. Such further suspension may only be made if the appointing authority and the County Executive Officer determines that it is in the best interest of the department or county to do so.~~

~~C. 1. DSA Represented Employees. No suspension under subsection A or B of this section shall be valid unless first approved by the county executive office.~~

2D. DSA and \_\_\_\_\_ PPEO Represented Employees, Classified Management and Confidential. No interim suspension under subsection A or B of this section shall be valid unless first approved by the CEO. (Ord. 5577-B § 6, 2009; Ord. 5478-B (Attach. A), 2007: prior code § 14.2225)

**Section 21: That Section 3.08.1260 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1260 Effective date of discipline.**

...

B. Deputy Sheriff's Association Unit.

1. Discipline not involving termination shall become effective when either the employee has not filed a request for appeal hearing (within the ten (10) calendar days as required under Section 3.08.1280 or at the conclusion of a hearing when findings have been made by the commission).

2. In the event the order initiating discipline involves discharge from employment or termination, the discipline shall become effective when the appointing authority has served the employee with a copy of the order and filed the original order with the personnel director pursuant to Section 3.08.1240. (Ord. 5577-B § 7, 2009; Ord. 5478-B (Attach. A), 2007: prior code § 14.2228)

**Section 22: That Section 3.08.1280 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1280 Appeal—Procedure.**

An employee desiring to appeal shall file with the hearing body an answer admitting or denying, in whole or in part, the allegations of the order. Matters not admitted by the filed answer shall be deemed denied. Such answer must be filed within ten (10) calendar days, ~~ten (10) work days for DSA represented employees,~~ of receipt of such order by such employee. The clerk of the hearing body shall stamp on the answer the date it was filed and shall:

...

**Section 23: That Section 3.08.1290 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1290 Appeal—Hearing.**

~~A. 1. DSA Represented Employees. Within twenty (20) days after the date the answer is filed with the hearing body, such body shall hold a hearing at special meeting to determine whether such disciplinary action shall be sustained.~~

2A. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. After the date the answer is filed with the hearing body, such body shall hold a hearing at special meeting to determine whether such disciplinary action shall be sustained. The hearing shall be scheduled at the earliest possible date taking into consideration adequate time to schedule the parties, commissioners and counsel.

~~\_\_\_\_\_ B. 1. DSA Represented Employees. The appointing authority and employee each shall have the right to be represented by legal counsel.~~

2B. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. The appointing authority or designee and employee each shall have the right to be represented by legal counsel.

C. The hearing body shall have the right to the assistance of counsel in the conduct of the hearing.

~~D. 1. DSA Represented Employees. Hearings shall be private and all persons excluded there from except the appointing authority, employee, attorneys involved, court reporter, and witnesses actually testifying, unless the employee files a written request for a public hearing with the hearing body.~~

2D. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. Hearings shall be private and all persons excluded there from except the appointing authority, or designee, personnel director, secretary to the commission, employee, employee organization representative, attorneys, legal assistants or investigators as designated by an employee organization representative or attorney for either party, court reporter, and witnesses actually testifying, unless the employee files a written request for a public hearing with the hearing body.

~~\_\_\_\_\_ E. 1. DSA Represented Employees. The appointing authority shall present his or her evidence first. The employee may then present his or her evidence. Each shall then have the right to present evidence in rebuttal.~~

2E. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. All testimony shall be given under oath. The hearing body or counsel to the hearing body shall have the authority to administer the oath. All facts must be established by a preponderance of the evidence. The appointing authority shall have the burden to prove the grounds for the disciplinary action and that the proposed sanction is appropriate. The appointing authority shall be required to present its case first. The hearing

body and its counsel shall have the right to ask questions of the parties and of any witnesses and each party shall have the right to present evidence in rebuttal.

~~F. 1. DSA Represented Employees. Any evidence may be received relevant and material to the disciplinary action and the hearing body shall not be bound by the formal rules of evidence required of a formal court hearing.~~

2F. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. Any evidence which is relevant and material to the disciplinary action may be received and the hearing body shall not be bound by the formal rules of evidence required of a formal court hearing.

**Section 24: That Section 3.08.1300 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:**

**3.08.1300 Appeal—Findings.**

~~A. 1. DSA Represented Employees. At the conclusion of the hearing, the hearing body, being governed by a preponderance of evidence, may sustain the major discipline, modify it in whole or in part, or order reinstatement of the employee.~~

2A. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. At the conclusion of the hearing, the hearing body may sustain, modify or reverse the discipline imposed by the appointing authority and may make such findings and enter such orders as it deems appropriate.

~~B. 1. DSA Represented Employees. Findings by the hearing body, other than reinstatement, shall be effective as prescribed by Section 3.08.1260.~~

2B. Deputy Sheriff's Association and —PPEO Represented Employees, Classified Management and Confidential. If the hearing body orders reinstatement of the employee the findings shall specify the effective date of the reinstatement. (Ord. 5577-B § 10, 2009; Ord. 5478-B (Attach. A), 2007: prior code § 14.2245)

....

**Section 25: 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 stepPay.**

....

B. ~~Deputy Sheriff's Unit Association and Safety Management. Effective pay period 14, December 10, 2004 at 5:01 p.m., current p~~Permanent employees represented by the ~~Deputy Sheriffs' Association and meeting the following criteria shall be eligible to receive a two-step, ten (10) five percent (5%) increases in their then current salary hourly rate from the salary schedule, which shall be referred to as "longevity pay."~~ As to either step alternative, a break in service will result in a new calculation for a new five or ten (10) year period, and no service prior to the break will be counted as part of the new five or ten (10) year period. Extra help time and time off without pay will not be included as part of this calculation. Time off without pay for disciplinary reasons or unpaid leave of absence will not constitute a break in service. Time off for these reasons will not count toward the completion of the required service time.

1. ~~— Longevity Step Pay 1 (5%): An employee is eligible for five percent (5%) longevity pay upon meeting the requirements in EITHER item a OR b, but cannot earn both~~
  - a. ~~— Each permanent employee represented by the Deputy Sheriffs' Association, who has been at step 5 of his or her salary grade in the same classification for 10,400 paid hours (for five years full time paid service) with Placer County or more years, or who has at least ten (10) years of continuous service (20,080 hours) with Placer County, shall receive a one-time five percent (5%) increase in his or her then current salary base hourly rate.~~
  - b. ~~Each permanent employee who has at least 20,800 paid hours An employee may receive either a five percent step increase of his or her current base salary for the 5 step alternative or a five step increase of his or her current base salary for the (ten (10) years of full-time paid service) with Placer County shall receive a five percent (5%) increase in their then current base hourly rate. alternative, but not both. As to the step 5 alternative, the five-year period shall be calculated based upon the employee's anniversary date of continuous service at step 5. As to the ten (10) years of service alternative, the ten (10) year period shall be calculated based upon each employee's full-time continuous service with the county of Placer.~~
2. ~~Longevity Step Pay 2 (additional five percent 5% for a total of ten (10) percent 10%)— Each permanent employee represented by the Deputy Sheriffs' Association, who has at least 41,600 paid hours (twenty (20) years of continuous service (forty one thousand six hundred (41,600) hours full time paid service) with Placer County, shall receive an additional five percent (5%) increase of his or her then current base hourly rate. salary. The twenty (20) year period shall be calculated based upon each employee's full-time continuous service with the county of Placer. (Ord. 5478-B (Attach. A), 2007; Ord. 5309-B (part), 2004; Ord. 5058-B (Attach. 29), 2000: prior code § 14.3050)~~

3. Employees who separate from County service, but who reinstate at a future date will follow the reinstatement provisions for eligibility for longevity pay: within two (2) years maintains prior eligibility; 2 years or more is treated as a new employee.
4. Any form of overtime hours, extra help hours and time off without pay regardless of the reason will not be included for purposes of eligibility for longevity.
5. Once such longevity increase(s) (longevity pay 1 or 2) have been provided to an employee, that employee shall have no further right to a longevity increase. The longevity increase(s) will remain with the employee regardless of any future position or classification changes.

....

**Section 26: 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**

....

C. Deputy Sheriff's Unit Association—CalPERS Miscellaneous Employees. Effective pay period 9, September 26, 2009, for those employees represented by the PCDSA and included in the CalPERS miscellaneous retirement plan, the county will pick up six percent total of the employee's contribution of the CalPERS cost. The employee will pay two percent of the employee contribution of the CalPERS cost. New employees hired on or after pay period 16, January 1, 2011 will pay seven percent of their employee CalPERS contribution.

D. Deputy Sheriff's Unit Association—CalPERS Safety Employees. For those employees represented by the PCDSA and included in the safety retirement plan effective pay period ~~9~~16, ~~September 26, 2009~~ January 1, 2011, the county will pick up ~~six and one-half~~seven percent total of the employee's contribution of the CalPERS cost. The employee will pay two ~~and one-half~~ percent of the employee contribution of the CalPERS cost. New employees hired on or after pay period 16, January 1, 2011 will pay the full nine percent of their employee CalPERS contribution.

....

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

In the matter of:      An Ordinance Amending an Uncodified  
                                 Ordinance Relating To Salaries and Compensation  
                                 And Benefits of Placer County Deputy Sheriffs  
                                 Association

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 November 23, 2010 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

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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 this uncodified Ordinance modifies provisions relating to salaries, compensation and benefits of the Placer County Deputy Sheriffs Association employees, as set out in Attachment A and is effective immediately upon final adoption. This ordinance shall not be codified.

**ATTACHMENT A  
DEPUTY SHERIFFS UNIT EMPLOYEES**

**Medical Insurance:**

1. Effective pay period 12, November 6, 2010 for the 2011 benefit year, all DSA represented employees who elect to opt out of the CalPERS Health plan, because he/she has other coverage available, and elects to participate in the In Lieu of Health (ILH) option, will receive a flat dollar amount of \$150.00 per pay period to be contributed to their 401(k) account.
2. Effective pay period 12, November 5, 2011 for the 2012 benefit year, all DSA represented employees who elect to opt out of the CalPERS Health plan, because he/she has other coverage available, and elects to participate in the In Lieu of Health (ILH) option, will receive a flat dollar amount of \$130.00 per pay period to be contributed to their 401k account.

**Dental Insurance:**

1. Effective pay period 16, January 1, 2011 for the 2011 benefit year all DSA represented employees will pay the following dental premiums:
  - a. Employee Only = County Paid
  - b. Family Coverage = \$60.00/month
2. DSA represented employees will pay for the full cost for dependents and any future rate increases associated with dependent coverage in the dental plan. The County will continue to pay for the employee only cost.
3. Retiree Dental Participation: Effective the first full pay period following adoption, employees represented by DSA hired on or after this date will not be eligible to participate in the dental plan at retirement. Participation in retiree dental plan will be limited to current DSA represented employees, including those DSA retirees who retired since July 1, 2000.

**Retiree Vision Insurance:**

The County will add a retired annuitant vision insurance program if and when a program becomes available at the State and is paid for 100% by the retired annuitant.

**CalPERS Retiree Health Insurance:**

Placer County and the DSA will seek legislative amendments to the CalPERS PEMHCA Government Code to change eligibility for CalPERS Retiree Health Insurance vesting based upon CalPERS Service Credit earned with Placer County only and exclude other public service credit as part of the eligibility criteria. All New Hires represented by DSA will need at least ten (10) years of Placer County service to receive 50% of the employer contribution, increasing by 5% for each additional year of Placer County service to a maximum of 100% at twenty (20) years of service.

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

In the matter of:      Adopting a CalPERS Resolution  
                                 to change the Employer Paid Member Contributions for  
                                 Placer County Deputy Sheriffs Association  
                                 CalPERS Safety Covered Employees effective January 1, 2011

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 November 2, 2010 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 CalPERS Safety covered employees of the Placer County Deputy Sheriffs Association
- This benefit shall consist of paying 7 percent of the normal member contributions as EPMC.
- The effective date of this Resolution shall be January 1, 2011.

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 2<sup>nd</sup> day of November 2010.

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

In the matter of:      Adopting a CalPERS Resolution to  
                                 Change the Employer Paid Member Contributions  
                                 For CalPERS Safety New Hires represented by  
                                 Placer County Deputy Sheriffs Association  
                                 Effective January 1, 2011

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 November 2, 2010 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

\_\_\_\_\_

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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);

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

In the matter of:      Adopting a CalPERS Resolution to  
                                 Change the Employer Paid Member Contributions  
                                 For CalPERS Miscellaneous New Hires represented  
                                 By Placer County Deputy Sheriffs Association  
                                 Effective January 1, 2011

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 November 2, 2010 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 New Hires in the CalPERS Miscellaneous Retirement Plan represented by the Placer County Deputy Sheriffs Association hired on or after January 1, 2011.
- This benefit shall consist of paying 1 percent of the normal member contributions as EPMC
- The effective date of this Resolution shall be January 1, 2011.

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 2<sup>nd</sup> day of November 2010.

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