

Consolidated
Memorandum of Understanding

Between
The County of Placer County
And
The Placer County Deputy Sheriff's Association

July 1, 2015 to June 30, 2018

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PREAMBLE

This Memorandum of Understanding, (hereinafter referred to as the "Agreement" or "MOU"), is entered into by the County of Placer, (hereinafter referred to as the "County"), and the Placer County Deputy Sheriffs' Association (hereinafter referred to as the "Association", the "PCDSA" or the "DSA"), a recognized employee organization. The Agreement has as its purpose the promotion of harmonious labor relations between the County and the Association, establishment of an equitable and peaceful procedure for resolution of disputes and establishes compensation, hours of work, fringe benefits, and other terms and conditions of employment.

This Agreement contains the results of conferences between the Negotiating Committees of the Placer County Board of Supervisors and the Placer County Deputy Sheriffs' Association, in accordance with the provisions of the County Employer-Employee Relations Policy. The provisions herein were formally adopted and approved by the Placer County Board of Supervisors and ratified by the membership of the Placer County Deputy Sheriffs' Association.

The term of this Agreement is from July 1, 2015 through June 30, 2018 for employees represented by the Association.

ARTICLE 1 - RECOGNITION

1.1 - RECOGNITION

The County hereby confirms its prior certification of the Association as a recognized employee organization for the employees in the law enforcement unit, as defined in the County personnel rules. The County agrees to meet and confer and otherwise deal exclusively with the Association in all matters within the scope of representation pertaining to said employees as provided under the County's personnel ordinances and authorized by law.

ARTICLE 2 - COUNTY RIGHTS

2.1 - COUNTY RIGHTS

The County retains exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations and the provisions of this Agreement, (a) to direct employees of the Sheriff's Office, and District Attorney's Office; (b) to hire, promote, transfer and assign employees in positions within the Departments consistent with applicable classifications and specifications; (c) to dismiss employees because of lack of work or for other reasonable cause; (d) to reprimand, demote, suspend or discharge employees for proper cause; (e) to determine the mission of the Departments, their budgets, organization, the number of employees, and the methods and technology of performing their work; and (f) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 - ASSOCIATION USE OF QUICK COPY

The Board of Supervisors will permit reasonable use of the County Administrative Services

Department Quick-copy Service by the Association. Such services will be provided on a last priority basis, i.e. County printing shall be processed first. Also, the Association shall pay for the actual cost of such services based upon such rates as may from time to time be established by the County. Such Quick-copy Service shall not be used for the preparation of employee material pertaining to a major labor dispute, such as a strike, by whatever euphemism known. Such service shall not be used for the preparation of material in support, promotion or opposition to any measure and/or candidate appearing on any election ballot.

3.2 - INTER-OFFICE MAIL

Recognized employee organizations shall be authorized to use County inter-departmental mail for routine correspondence and for distribution of material authorized to be posted on appropriate bulletin boards, provided, however, that inter-departmental mail shall not be used for the distribution of employee material pertaining to a major labor dispute such as a strike, by whatever euphemism known.

3.3 - ORGANIZATIONAL LEAVE - RELEASE TIME

The parties agree that the policy of the Sheriff's Office, District Attorney's Office and Health & is to allow the Association's board members paid release time to carry out Association business. Up to four hundred (400) hours per calendar year of paid release time is granted collectively to the Associations board members. This release time is subject to approval of the appropriate Department Head or their designee.

A record of release time granted will be documented on the Board member's time sheet and maintained by the payroll unit for the appropriate department.

Association representatives engaged in collective bargaining shall be allowed additional reasonable release time to participate in negotiations at the bargaining table. For this purpose only, the Department Head may grant release time in excess of four hundred (400) hours in a calendar year.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 - PURPOSE

- a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purpose of this procedure shall be to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
- c. Prior to utilizing the provisions herein, all persons having a grievance shall make every effort to resolve such grievance by discussion with the person causing the grievance. If the grievance is not resolved to the grievant's satisfaction, then the grievant may utilize the formal procedure outlined below.

4.2 - DEFINITIONS

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the

County and the Association involving the interpretation, application or enforcement of the express terms of this Agreement.

- b. The parties understand that the County Personnel Rules (Chapter 3) also govern certain terms and conditions of employment and a separate grievance procedure contained at Section 3.08.290 applies to alleged violations of those rules.
- c. As used in this procedure, the term "supervisor" means the individual who assigns, reviews or directs the work of employees.
- d. As used in this procedure, the term "party" means an employee, the Association, the County or their authorized representatives.

4.3 – GRIEVANCE PROCEDURE

STEP 1: Within sixty (60) calendar days after the occurrence of the events on which the grievance is based, the grievance shall be submitted in writing by the employee or his/her representative to the immediate supervisor. The supervisor shall meet and discuss the grievance with the employee and his/her representative, if any, and reply in writing to the employee within five (5) calendar days.

STEP 2: In the event that a mutually satisfactory solution has not been reached, the employee or his/her representative may submit the written grievance within five (5) calendar days to the next level of supervision. The second level supervisor or his/her representative shall have seven (7) calendar days to investigate and render a written decision.

STEP 3: If a mutually satisfactory resolution has not been reached, the employee or his/her representative has five (5) calendar days to submit the grievance in writing to the department head. After the receipt of the grievance, the department head or his/her representative shall have fourteen (14) calendar days in which to schedule such investigations or hearings as deemed necessary and render a written decision.

STEP 4: If a mutually satisfactory resolution has not been reached, either party shall, within seven (7) calendar days of issuance of the Department Head's written response, request the Human Resources Director to attempt to mediate the grievance. The Human Resources Director or his/her representative shall have fourteen (14) calendar days to schedule the mediation step. Either party may refuse to participate in mediation, without prejudice.

4.4 - INITIATION OF PROCEEDINGS

If the grievance is not settled through the prior steps, the employee may submit a formal complaint in accordance with Chapter 3, Sections 3.08.300 - 3.08.340. Section 3.08.320 shall not be applicable to grievances.

ARTICLE 5 - SALARY ADJUSTMENT

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

5.1 - DEPUTY UNIT SALARY

- a. Salaries for the classifications of Deputy Sheriff I/II and Sheriff's Sergeant shall be governed by Measure F during the term of this Agreement.
- b. Effective the same pay period that Measure F is implemented classifications of:
 - 1) Deputy Sheriff Trainee will be set at a pay range five percent (5%) below the base pay of the classification of Deputy Sheriff I.
 - 2) Chief Deputy Coroner will be set at a pay range equivalent to the base pay of the classification of Sheriff's Sergeant, beginning the same pay period that the 2017 Measure F increases are implemented.

5.2 – DA INVESTIGATOR / INVESTIGATOR WELFARE FRAUD & INVESTIGATOR WELFARE FRAUD - SUPERVISING SALARY

Effective the same pay period that Measure F is implemented salaries for the classification of:

- a. DA investigator will be set at a pay range five percent (5.0%) above the base pay of the classification of sheriff's sergeant.
- b. Welfare-fraud investigator will be set at a pay range five percent (5.0%) above the base pay of the classification of sheriff's sergeant.
- c. 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 investigator welfare-fraud.

ARTICLE 6 - HEALTH AND WELFARE

6.1 - 401(k) CONTRIBUTION IN LIEU OF HEALTH INSURANCE

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 County contribution of a flat dollar amount of \$130.00 per pay period to their 401(k) account.

Effective the first full pay period following ratification and approval of this Agreement, or as soon as administratively feasible following that date, the County will contribute a flat dollar amount of \$140 per pay period to an employee's 401(k) account in lieu of that employee participating in the County's Health Insurance Program.

6.2 - DENTAL INSURANCE

- a. 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.

- b. Effective the plan year beginning January 1, 2017, dental implants will be included in the coverage for PCDSA represented employees.

6.3 - HEALTH CARE/DEPENDENT COVERAGE

- a. Employees pay 20% of the total premium for any health plan offered by the County with the exception of PERSCare. For PERSCare the employee will pay 55% of the premium cost for any plan and the County will pay 45% of the premium cost for that plan.
- b. Tahoe Employees - The County will provide a Rural Health Subsidy Allowance for Tahoe area employees which will be used for the reimbursement of medical expenses as defined under IRS Code Section 213. The reimbursement cannot cover employee premium payments.
 - 1) Employees who receive the 401(k) contribution in lieu of County paid health insurance will not be entitled to this benefit.
 - 2) Payment will be for reimbursement of actual medical expenses under the CalPERS Health Program during the associated calendar year and not reimbursable or covered under any other plan. Any unused balance will not be carried over to the following calendar year.
 - 3) The Rural Health Subsidy is as follows:
 - i. Employees who have one-party coverage will be entitled to receive a maximum of \$2,250 each calendar year.
 - ii. Employees who have two-party or family coverage will be entitled to receive a maximum of \$3,250 each calendar year.
 - 4) Effective after 11:59 p.m. on December 31, 2016, the Tahoe Rural Health Subsidy will be eliminated.

6.4 - LIFE INSURANCE

The County shall pay Nine Dollars and Ninety-five Cents (\$9.95) per month per employee toward the premium for life insurance plans as approved by the Association Board of Directors. Additionally, the County shall provide a County-paid life insurance policy of ten thousand dollars \$10,000 for each employee.

Effective as soon as administratively possible following ratification and approval of this Agreement, the County shall provide a County-paid life insurance policy of fifty thousand (\$50,000) for each employee.

6.5 - ACCIDENTAL DEATH & DISMEMBERMENT

The County shall provide an Accidental Death and Dismemberment policy with a limit of \$10,000 at no cost to the employee.

6.6 - ORTHODONTIA

The maximum lifetime orthodontia will be \$2,000 per individual.

6.7 - PART-TIME PRO-RATED BENEFITS

Placement in the 3 tiers will be adjusted every thirteen pay periods based on the average number of paid regular hours completed. Changes will be prospective and effective pay period 1 and pay period 14 in each fiscal year. Part-time Prorated Benefit Tiers:

- 50% benefit = 20 to 20.99 hours/week
- 75% benefit = 21 to 31.99 hours/week
- 100% benefit = 32 + hours/week

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

6.8 - RETIREE HEALTH INSURANCE

- a. The parties agree that the County dollar contribution for PERS Retiree Group Health Insurance for employees and retirees of classifications represented by PCDSA will be the same for retired employees, as it is for active employees.
- b. New employees hired after January 1, 2005 will be covered by CalPERS Government Code Section 22893 that requires the employee to have at least ten years of PERS service, of which five years must have been with Placer County, before becoming eligible for County-paid retiree health insurance.
- c. 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 excludes 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.

6.9 - RETIREE DENTAL INSURANCE

The parties agree that the County will contribute the One Party premium rate for employees in classifications represented by PCDSA for dental insurance coverage for employees retiring on or after July 1, 2000. The retiree will be responsible for dependent premiums if any. Employees who retired prior to July 1, 2000 are not eligible for this benefit.

Retiree Dental Participation: Effective, November 23, 2010 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.

6.10 - VISION CARE

- a. The County shall provide vision insurance at the 100% employee-only rate.
- b. DSA employees have the option of purchasing dependent vision coverage (under the county's current plan design), during an open enrollment period and is 100% paid for by the employee.
- c. There is a one-year lock in/lock out enrollment provision for adding and/or deleting dependents. Employees may add or delete dependents during the annual Open Enrollment period. Coverage changes will be effective January 1st of each year.
 - 1) Dependent Vision coverage will mirror the employee's eligibility for health plan enrollment. Employees enrolled in the Flexible Credit provision (formerly the In-lieu of Health) will cover all eligible dependents.
 - 2) Family status changes such as birth, death, marriage, and divorce will still apply.
- d. 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.

ARTICLE 7 - OVERTIME

7.1 - COURT OVERTIME

- a. When an employee is required to appear in court in connection with his/her work, on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half.
- b. When an employee is scheduled for a court appearance on his/her day off and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled appearance, he/she shall receive two (2) hours pay at the employee's overtime rate.

7.2 - COMPENSATORY TIME CASH OUT

- a. In compliance with Title 29 Federal Regulations, employees will not be allowed to exceed the 480 hour compensatory time accrual limit in any pay period. CTE hours earned in excess of the 480 hour limit will be paid to the employee at the time earned in lieu of the accrual.
- b. Compensatory time earned and not used by the last day of the pay period that results in the last paycheck of the calendar year shall be carried forward into the next calendar year up to a maximum of eighty (80) hours. All CTE accumulated within the County's calendar year in excess of eighty (80) hours must be taken as time off or cashed out within the calendar year that it is earned or it shall be paid in cash on the last pay date of the calendar year (which is the same as the IRS tax year). CTE carry-over (up to the 80 hour maximum) will be transferred to a restricted CTE account. Bargaining unit members will be allowed to use the hours in the restricted CTE

account as time off only. The restricted CTE account may never have a balance greater than eighty (80) hours.

7.3 - DAYLIGHT SAVINGS TIME

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

7.4 - STAND-BY PAY

- a. Stand-by duty requires the employee so assigned:
 - 1) to be ready to respond to calls for service; and
 - 2) to be reachable by telephone or radio; and
 - 3) to refrain from activities which might impair his/her ability to perform assigned duties.
- b. Stand-by duty may only be assigned by a Department Head, or his or her designated representative.
- c. Stand-by pay shall not be deemed overtime compensation for purposes of the Placer County Code, Section 3.04.230.
- d. Stand-by duty shall be compensated at a flat rate of twenty-one dollars (\$21.00) for weekdays and twenty-four dollars (\$24.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned. Weekdays are defined as Monday 12:01 a.m. through Friday midnight. Holidays are defined as the County declared holiday from 12:01 a.m. to midnight.
 - 1) Effective the first full pay period following ratification and approval of this Agreement, stand-by duty shall be compensated at a flat rate of twenty-five dollars (\$25.00) for weekdays and twenty-eight dollars (\$28.00) for weekends and holidays.

ARTICLE 8 - SPECIAL ALLOWANCES

8.1 - BILINGUAL PAY

Upon request of the Department Head, and approval by the Human Resources Director, designated employees shall be paid an additional five percent (5.0%) of base salary for the use of a second language in the normal course and scope of work. Sign language shall constitute a second language within the meaning of bilingual pay provided that the requisite certification procedures as defined by the Human Resources Director have been completed.

8.2 - CANINE PAY

Those employees assigned by the Sheriff to the duty of supervision, care and feeding of a canine, as “Canine Handlers”, shall receive Canine Pay of three hundred dollars (\$300.00) per month.

- a. All veterinary care and maintenance of the canine is to be provided at County expense. It is agreed that care and maintenance includes veterinary care necessary to prevent and treat injuries and diseases, and includes annual physical exams and inoculations. Canines shall receive veterinary care from a County designated veterinarian or one of the Canine Handler’s choosing. Veterinary expenses incurred through County designated veterinarians will be paid by the County through direct billing by the veterinarian. Expenses incurred through a veterinarian of the Canine Handler’s choice will be paid by reimbursement to the Canine Handler for receipted claims, provided that in no event shall reimbursement exceed the amount normally paid to a County designated veterinarian for the same or similar service. Food for the canine will be provided at the expense of the County through an established Blanket Purchase Order and Policy developed by the Sheriff’s Office.
- b. The County will provide for the replacement of the canine should it be disabled or killed as a result of a line of duty injury or accident at no expense to the Canine Handler.
- c. This care and maintenance pay is granted in recognition of the personal duties and responsibilities of a Canine Handler, in light of the on-duty time already being provided and include the time spent by the Canine Handler employee while off duty in the care and maintenance of the assigned canine, as well as reimbursement of canine related expenses. It represents good faith compensation associated with the daily care and maintenance of a canine outside the normal hours of work of the assigned Canine Handler employee during the month. The intent of this pay is to insure compliance with all applicable state and federal labor laws, including, but not limited to, the Fair Labor Standards Act, 29 U.S.C. Section 201 et. seq., and 29 C.F.R. Section 785.23.

8.3 - CAREER AND EDUCATION INCENTIVE

It is the objective of Placer County to assure high quality law enforcement services by encouraging career law enforcement officers to continue to broaden their career development and educational background.

Full-time permanent employees in the following classes shall be eligible for the career and education incentive:

- Deputy Sheriff I
 - Deputy Sheriff II
 - Sheriff’s Sergeant
 - Investigator – District Attorney
 - Investigator-Welfare Fraud
 - Investigator – Welfare Fraud Supervising
- a. Employees receiving POST Basic Incentive pay as of the adoption of this Agreement shall continue to receive that incentive pay as provided in this section only. Upon obtaining their POST Intermediate certificate, employees who previously received POST Basic incentive pay

will receive Intermediate incentive pay (12.0%) only and they will cease to receive POST Basic Incentive pay. No employees hired or rehired after February 26, 2013 will receive POST Basic incentive pay.

- b. Effective the beginning of the pay period following adoption of this Agreement, incentive pay for possession of a POST Intermediate certificate will be 12.0% of base salary.
- c. Effective the beginning of the pay period following adoption of this agreement, incentive pay for possession of a POST Advanced certificate will be 17.0% of base salary.

The above incentive amounts are not cumulative or compounded and employees will receive only one rate of incentive pay for POST certification.

- d. Full-time permanent employees in the above listed classifications will be eligible for Educational Incentive pay of:

\$50.00 per pay period for an Associate degree (AA), \$75.00 per pay period for a Bachelor degree (BA) or \$100.00 per pay period for a Masters degree (MA).

Effective the first full pay period following ratification and approval of this Agreement, full-time permanent employees in the above listed classifications will be eligible for Educational Incentive pay of:

\$100.00 per pay period for an Associate's degree (AA) or
\$125.00 per pay period for a Bachelor's degree (BA) or
\$175.00 per pay period for a Master's degree (MA)

To be eligible for Educational Incentive pay, the degree must be from an accredited college, consistent with the Human Resources Department practices for determining the validity of the college and degree. Employees must present evidence of successful completion of a qualifying degree, consistent with this section to their department head, who shall determine and certify whether employees are eligible to receive educational incentive pay.

Employees may not receive Educational Incentive pay for more than one degree (Associate's, Bachelor's or Master's). Incentive amounts are not cumulative and employees will only receive Educational Incentive pay for one degree.

8.4 - TUITION REIMBURSEMENT

Tuition reimbursement shall be \$1,200 per fiscal year. Beginning July 1, 2017, tuition reimbursement shall be \$1,300 per fiscal year.

8.5 - OUT-OF-CLASS PAY

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

- b. Individual employees may be certified by the Human Resources Department as being eligible for work-out-of-class pay when so assigned by the Appointing Authority or designate of that Appointing Authority.
- c. Procedure:
 - 1) Positions will be eligible for out-of-class pay when work conditions warrant. Other positions shall be considered as current developments cause out-of-class assignments.
 - 2) The Human Resources Department shall verify that employees in certain positions are eligible to receive out-of-class pay.
 - 3) An out-of-class assignment shall be made by a Personnel Action form:
 - i. When the position is vacant due to absence of the incumbent when ill, on vacation, or other valid reason.
 - ii. When workloads necessitate the assignment of employees to supplement a specific position or perform new assignments.
 - 4) An out-of-class assignment for training purposes may be excluded from out-of-class compensation provided such training purposes can be adequately demonstrated.
 - 5) Administration of the out-of-class procedure shall be as follows:
 - i. No out-of-class compensation will be considered or paid for assignments of two (2) workdays or less.
 - ii. Additional compensation for working out of class shall be no less than a minimum of five (5) percent or exceed a maximum of fifteen (15) percent.
 - iii. Out of class pay may be approved by the Appointing Authority for up to 14 days; from 15 days up to and including 180 days requires approval of the Human Resources Director. Any extension beyond 180 days shall require the concurrence of the Civil Service Commission.
 - 6) The Human Resources Department shall hear any contention that an employee is actually working out of class. In the event of an adverse decision by the Human Resources Department, the employee concerned and/or (his/her) employee representative shall have the right to appeal such decision to the Civil Service Commission.

8.6 - TAHOE BRANCH ASSIGNMENT PREMIUM

Classified employees meeting the following criteria shall receive the following monthly additional compensation:

- a. An employee permanently stationed within the Lake Tahoe Basin, or
- b. An employee permanently stationed at Serene Lakes, or easterly thereof, and who lives at Serene

Lakes, or easterly thereof.

- c. Tahoe Branch Assignment Premium shall be six hundred seventy five (\$675) per month.
- d. Effective December 10, 2016, the Tahoe Branch Assignment Premium shall be seven hundred seventy-five dollars (\$775) per month.
- e. Effective December 9, 2017, the Branch Assignment Premium shall be eight hundred seventy-five dollars (\$875) per month.

8.7 - SPECIAL TEAMS PAY

Special pay will be paid as follows for those employees assigned by the Sheriff to the following special teams without regard to call-out:

- a. Special Enforcement Team pay of \$125.00 per month.
- b. Certified Divers pay of \$125.00 per month.
- c. Hostage Negotiations Team pay of \$125.00 per month.
- d. Explosive Ordinance Detail pay of \$125.00 per month.

Effective the first full pay period following ratification and approval of this Agreement, the Special pay will be paid as follows for those employees assigned by the Sheriff to the following special teams, without regard to call out:

- a. Special Enforcement Team pay of \$130.00 per month.
- b. Certified Divers Pay of \$130.00 per month.
- c. Hostage Negotiations Team pay of \$130.00 per month.
- d. Explosive Ordinance Detail pay of \$130.00 per month.
- e. Air Support Team pay of \$130.00 per month.

8.8 - TRAINING OFFICER PAY

The County shall pay a differential of five percent (5%) of base salary to each employee in the classification of Deputy Sheriff II who is assigned by the Sheriff to work as a Field Training Officer (FTO) or as a Jail Training Officer (JTO) provided that not more than twelve (12) employees shall receive said pay at any one time.

It shall be understood that the above-described salary differential shall be paid to an employee only during the time he/she is assigned formal field training or jail training responsibilities. Payment of said differential to an employee shall cease at such time as the Sheriff shall terminate the field/jail training responsibilities or reassign same to another employee.

8.9 - DETECTIVE DIVISION PREMIUM

Effective the first full pay period following ratification and approval of this Agreement, an employee designated by the Sheriff to work in the Investigations Division shall receive an additional five percent

(5.0%) of base salary.

8.10 - UNIFORM ALLOWANCE

- a. If required by the County to maintain a uniform, a uniform allowance in the amount set forth below shall be paid on a biweekly basis. This will not affect reserve deputies, honorary deputies and other county officers and employees deputized for special purposes.
- b. The uniform allowance is \$1,065 per year for Auburn area deputies and \$1,215 per year for Tahoe area assigned deputies and resident deputies.
- c. Employees appointed or reassigned to Dutch Flat or Foresthill Resident Deputy or to any position east of Serene Lakes shall receive a one-time winter clothing stipend in the amount of \$250.00.
- d. The parties agree that if purchase of the Campaign hat is mandatory, the Sheriff's Office will pay for the cost of the hat and will reimburse Association members immediately upon provision of a receipt.
- e. New employees will be advanced the first year's uniform allowance in their first full paycheck and receive uniform allowance on a biweekly basis upon their first year anniversary.

8.11 - NIGHT SHIFT DIFFERENTIAL

- a. All employees assigned to work 50% or more of his/her hours between the hours of 5 p.m. and 6 a.m. on one or more shifts shall receive a shift differential of 7.5% of base pay for all hours worked.
- b. Employees regularly assigned to work 50% or more of his/her hours between the hours of 5 p.m. and 6 a.m. shall continue to receive the 7.5% shift differential even when they work shifts that would otherwise not qualify for shift differential payments.
- c. Employees whose normal work shift does not qualify for night shift differential shall receive night shift differential when working a qualifying shift (50% or more of the hours are between the hours of 5 p.m. and 6 a.m.).
- d. Employees assigned to work a majority of hours of a regular shift (e.g., 5 hours of 8) between the hours of 5:00 p.m. (Day 1) and 8:00 a.m. (Day 2) shall receive a night shift differential of seven and one-half percent (7.5%) for all hours worked in that shift, in those classifications represented by the Association.

8.12 - 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 1) OR 2) 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.

ARTICLE 9 - LEAVE POLICY

9.1 - DEATH IN FAMILY / LEAVE OF ABSENCE

Sick leave absences with pay because of death in the employee's immediate family shall not exceed five (5) days for each instance. Where an employee has less than three (3) days-accumulated sick leave and/or vacation the employee may take up to three (3) days leave without pay because of a death in the employee's immediate family.

9.2 – DECLARED HOLIDAYS

The following are declared holidays:

- January 1st
- Third Monday in January (Martin Luther King, Jr. Day)
- February 12th, (Lincoln’s Day)
- The third Monday in February (President’s Day)
- Last Monday in May (Memorial Day)

- July 4th
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11th (Veteran's Day)
- Thanksgiving Day
- The day following Thanksgiving Day
- December 25th

9.3 - HOLIDAY

County holidays will be administered according to the following provisions:

- a. For county holidays falling on a Saturday, employees shall be entitled to a holiday the preceding Friday. For county holidays falling on a Sunday employees shall be entitled to a holiday the following Monday.
- b. Holiday Pay - A declared holiday constitutes eight working hours granted as time off with pay for full time employees. Part-time employee's holiday hours shall be pro-rated on the basis of his/her standard/scheduled hours to a 40-hour week. Rounding will occur to one decimal place
 - 1) Example: $29 \text{ standard hours} / 40\text{-hour week} = .725 \times 8 = 5.8$ holiday hours off with pay.
- c. Holiday Overtime - When an employee works on a county holiday regardless of whether the day is the employee's regular workday or regular day off (RDO), the employee shall be entitled to overtime compensation, or compensatory time off for actual hours worked in addition to holiday pay.
 - 1) Example: A full-time employee who works eight hours on a holiday would receive eight hours of overtime at time and one half of his/her base hourly rate in addition to eight hours of holiday pay paid at his/her base hourly rate of pay; or two and one-half times his/her base hourly rate.
 - 2) A part-time employee who works on a holiday shall be entitled to either holiday overtime, or compensatory time off regardless of the number of hours he/she has worked in the holiday week.
- d. If an employee works on a holiday on what would have been an employee's regular work day, the earnings received for working on the holiday, up to a maximum of 8 hours, is a PERSable earning reported as special compensation ONLY when working on the holiday is not discretionary due to the business being performed, i.e., Jail. This provision will be monitored for compliance with the Public Employees' Retirement System's (PERS) requirements.
 - 1) Any hours worked over 8 on a holiday are considered regular overtime and not reportable to PERS.
- e. An employee who works on a holiday at the discretion of the supervisor or manager is not eligible to have the compensation reported to PERS as special compensation.

- f. The work schedule or RDO of an employee on a 9/80 alternative work schedule may not be changed to accommodate holiday work schedule issues.
- g. Employees on alternative works schedules shall be required to use leave balances when a holiday falls on a regularly scheduled work day to make up the difference between the holiday hours and the number of hours he/she would normally have worked. The only exceptions to this provision are:
 - 1) The employee obtains written approval to work additional hours at a straight time rate during the holiday week to substitute for leave hours, or
 - 2) The employee works on the holiday and requests, in writing, to use hours worked, applied at straight time, to his/her regularly assigned number of hours.
- h. In the event an employee is on authorized sick leave and a county holiday falls on any regularly scheduled workday of an employee working a 9/80 pay period involving more than an eight hour workday, an additional one hour sick leave shall be charged against such employee's accrued sick leave time. In the case of a 4/10 pay period program, an additional two hours' sick leave shall be charged against such employee's accrued sick leave time.
 - 1) The appropriate number of hours shall be charged against an employee's sick leave balance for any other workday alternative. For example, an additional four hours' sick leave shall be charged for full-time employees on 12 hour shifts.
- i. A supervisor may adjust a part-time employee's work schedule during a holiday week with five (5) calendar days advance notice so that the employee does not receive more paid hours than he/she would normally be paid.
 - 1) If the pro-rated paid holiday hours result in the employee receiving less pay than he/she would normally be scheduled to receive during a holiday week, his/her vacation, holiday credit or compensatory time off balance will be charged for the additional hour(s), unless the employee requests, in writing, that his/her leave balances not be used.
 - 2) Vacation, holiday credit or compensatory time off hours cannot be used to pay a part-time employee for more hours than he/she would normally receive.
- j. An employee must be in a paid status on his/her regularly scheduled workday preceding a holiday to be eligible to receive paid holiday hours.
- k. Holiday Credit Accounts
 - 1) A holiday credit account will be created for the purpose of banking holiday hours that are earned by either a full-time or part-time employee for a holiday that falls on the employee's regularly scheduled day off. This holiday credit account is different than and not subject to the same rules of use as vacation, sick leave, CTO and/or other leave accounts and may be used only pursuant to the terms contained in this section.
 - 2) For county holidays falling on a full-time employee's RDO for employees working other than a normal Monday through Friday schedule (i.e. 9/80, 4/10, etc.) such employees shall

have an additional eight hours credited to his/her holiday credit account.

- 3) A part-time employee shall be paid for county holidays that fall on his/her normal day off, at their base hourly rate of pay, in the same ratio as their hourly work schedule bears to the normal work schedule of a full-time employee unless he/she requests, in writing, that the holiday hours be added to his/her holiday credit account.
- 4) Any request to use holiday credit banked for personal time off must be made at least forty-eight (48) hours in advance. Holiday credit banked hours may be used for integration with Workers' Compensation (WC) benefits.
- 5) All holiday credit banked hours not used by the end of the pay period for the last pay check of the calendar year, after adjusting the balance for any hours earned or used during that same pay period, shall be paid in cash in the last pay check of the calendar year. No holiday credit hours will carry forward into the following calendar year.
- 6) Compensation for any holiday credit banked hours balance not used at the time of termination shall be included in the employees final pay check.
- 7) While on a leave of absence, employees will be required to use all holiday credit hours prior to going into an unpaid status. If integrating with Worker's Compensation benefits, unpaid hours will be authorized for only the amount of time required for integration purposes.

9.4 - FLOATING HOLIDAY

Employees will receive eight hours floating holiday annually.

- a. During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees.
- b. Employees unable to complete six months (one thousand forty (1,040) straight time hours) of their initial probationary period prior to December 31st, shall not be eligible for any Floating Holiday that year.
- c. Hours shall be pro-rated for permanent part-time employees.
- d. Floating holiday shall be taken within the calendar year granted, and shall not carry over from year to year. It will be management's policy to make every effort to allow employees to take the time off at their choosing.

9.5 - SICK LEAVE DEFINITIONS

Evidence of Illness. Include patient's prognosis, employee dates of absence, expected date of return to work, restrictions if any and/or successive periods of absence if applicable.

Sick Leave Use at Voluntary Separation. Employees receiving compensation for sick leave use at voluntary separation shall not be eligible for reinstatement until 30 days after the effective date of separation.

9.6 - SICK LEAVE - CONTRIBUTION FROM OTHER EMPLOYEES

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

- a. To be eligible, an employee, or immediate family member, must have a verifiable long term illness or injury of at least 90 days, and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.
- b. Donations shall be made to specified individuals only.
- c. The receipt of donated hours shall not count as time worked for the purpose of fulfilling the required probationary service period.
- d. Donated vacation hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Example: Employee A is at \$10 per hour and donates one hour to Employee B who is making \$5 per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half ($\frac{1}{2}$) hour increment.
- e. Once donated to an individual, vacation hours cannot be reclaimed by donor. Example: A donates five (5) vacation days to B. B needs to use only four (4) days, and then returns to work. The remaining day is B's to keep - it does not revert to A's vacation account.
- f. When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave time.
- g. The maximum time that may be donated into an employee's account is 1040 hours. Employees will receive the donated hours incrementally, based upon the duration of the leave and the number of hours needed to receive their regular pay less any worker's compensation benefits.
- h. In no event shall donated time have the effect of altering the employment rights of the County or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- i. The employee's Association will be responsible for securing donations to the Sick Leave accounts.
- j. Receipt of vacation contributions, which are converted to sick leave hours, from another employee to an employee on probation, does not count as time worked for the purpose of fulfilling the required probationary service time.
- k. The employee must provide certification from a health care provider of the medical need, for either the employee or their immediate family member that requires the employee's prolonged absence from work. The employee will also certify he/she has, or will soon, exhaust all of their paid leave time available which will result in a substantial loss of income to the employee.

9.7 - SICK LEAVE - PROBATIONARY EMPLOYEE

Sick leave shall be available for use as needed upon accrual by probationary employees.

9.8 - USE OF SICK LEAVE UPON RETIREMENT

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 (2,080 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 hours may be deposited into a deferred compensation account(s) (401(k) and 457) subject to the annual IRS limitations and the following schedule:
 - i. 100% of the accumulated sick leave balance that was on record at the end of pay period 3, July 23, 2004,
 - ii. 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).

- iii. 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.

9.9 - VACATION

- a. Each permanent employee having the following service hours shall accrue at the following vacation rate for each hour in paid status, not including overtime, and not to exceed credit for more than eighty (80) hours in paid status in any one pay period.

Hours of Service	Earned per Hour*
0 - 4,160 hours	.0385
4,161 - 8,320 hours	.0461
8,321 - 18,720 hours	.0577
18,721 - 39,520 hours	.0769
39,521 hours or more	.0962

Notes:

* Per year equivalents are:

.0385 = 10 days

.0461 = 12 days

.0577 = 15 days

.0769 = 20 days

.0962 = 25 days

2,080 hours = one year of full-time equivalent service

New vacation accrual rates begin within the pay period where the required hours in paid status are completed.

- b. No vacation credit shall be given until a new employee has completed one thousand forty (1,040) paid hours, excluding overtime. At the completion of one thousand forty (1,040) paid hours (excluding overtime), the employee will be credited for the prorated vacation hours based upon the hours in paid status. Each pay period thereafter, vacation earned shall be added to the employee's vacation account upon the completion of the pay period, with no credit to be applied during progress of the pay period.
- c. An employee with less than twenty thousand eight hundred (20,800) paid regular hours (ten continuous years of county service), shall not have in his or her vacation account more than four hundred (400) hours.
- d. An employee with more than twenty thousand eight hundred (20,800) paid regular hours (ten continuous years of county service) shall not have in his vacation account more than five hundred twenty (520) hours.

- e. Beginning with the ratification and approval of this Agreement, any employee with a vacation balance of three hundred (300) hours or more may request once per calendar year, as outlined below, to cash out up to forty (40) vacation hours of his or her annual vacation accrual in the following calendar year at his/her base hourly rate which shall be defined as the hourly rate on the salary schedule plus any longevity pay if applicable, subject to the following:
 - ~~a.~~ 1.) Any employee utilizing this provision will be required to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out were earned.
 - ~~b.~~ 2) The cash out will coincide with the applicable IRS tax year based upon the check dates.
 - ~~c.~~ 3) The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
 - ~~d.~~ Requested vacation cash outs will be cashed out by the last pay check of the calendar year in which the vacation hours are earned.

f. Vacation Balance at Retirement. 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.

9.10 - MILITARY LEAVE

- a. Military leaves shall comply with the laws governing military leaves.
- b. Worldwide Terrorist Crisis. Any employee who, as a member of the National Guard or a United States Military reserve organization, is involuntarily called into active duty as a result of the worldwide terrorist crisis, shall be entitled to receive, for a period not to exceed fifty-two (52) county pay periods the difference between the amount of the employee's military pay and the amount the employee would have received had the employee worked his/her normal scheduled hours and the normal benefits to which the employee would have been entitled, had the individual not been called to active duty.

The purpose for such call to active service shall have been to respond to the September 11, 2001 terrorist attacks or related extraordinary circumstances including filling behind other military personnel who have been called to such duty and shall not include scheduled training, drills, unit training assemblies or similar events. The provisions of this section shall not apply to any active duty served voluntarily. The provisions of this section shall not apply to any employee who has been dishonorably discharged for conduct occurring during the compensation period.

The amounts authorized by this section shall be offset by amounts required to be paid by any other law in order that the employee not receive more than his/her regular county compensation.

Any employee who received compensation pursuant to this section who does not return to county service within thirty (30) days of being released from active duty, unless said individual is unable

to return due to disability, or who is subsequently determined to have improperly received any compensation, shall have all such compensation received under this section deemed a loan payable with interest. The interest rate shall be based upon the earnings rate for money on deposit in the county during the period in which the pay was received. Such loan shall be payable in equal monthly installments over a period not to exceed five years commencing ninety (90) days after the employee's release from active service or return to fitness for employment.

- c. Any employee on active military leave qualifying under Section 3.04.560 B and reaching the maximum vacation accrual limit as of the time specified in subsection B of this section will, upon his/her return to work be paid in cash, the salary equivalent of hours that would have accrued while on leave in excess of the maximum vacation accrual limit.

9.11 - LEAVE OF ABSENCE

b. Health Insurance Continuation

- 1) For those employees who are on a medical leave of absence in a paid status and covered by the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA), Section 3.04.540, the County will pay its normal contribution for all insurance programs for the FMLA/CFRA period. The employee will be responsible for their share of the insurance premiums.
- 2) For those employees who are on a medical leave of absence in an unpaid status and covered by FMLA/CFRA, Section 3.04.540, the County will pay its normal contribution for health, dental and vision insurance for the FMLA/CFRA period. The employee will be responsible for their share of health, dental and vision premiums. The employee will be responsible for any premium payments (both county and employee share) associated with any other insurance programs in which he/she is enrolled. If the employee fails to return to work from medical leave, the employee will reimburse the County for premiums paid on the employee's behalf.
- 3) If the medical leave of absence under the FMLA/CFRA, Section 3.04.540 extends beyond the FMLA/CFRA period, the County will continue to pay its normal contribution for group insurance premiums while the employee is in a paid status and the employee will be responsible for their share of insurance premiums. Health insurance premiums will continue to be paid by the employer during the first three months of leave after leave balances are exhausted. Three months following the exhaustion of all paid leave balances or FMLA/CFRA leave (whichever is later) the employee will be responsible for both the County share and the employee share of all the group insurance premiums for the remainder of the approved leave. This includes payment for health, dental, vision, life, accidental death insurance or other County insurance programs.
- 4) For those employees on a medical leave and not eligible for the FMLA/CFRA leave under Section 3.04.540, the County will pay its normal contribution for group insurance premiums while the employee is in a paid status. Once the employee exhausts all leave balances, the employee will be responsible for the entire group medical premiums (county share and employee share).

c. 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. No employee in an unpaid status on an approved leave of absence shall accrue sick leave, vacation leave or holiday credit during the period of the absence. Accrued leave benefits shall not be lost by virtue of a leave of absence. Time granted for a leave of absence without pay will not be considered as service hours in computing the service necessary for eligibility for merit increases, longevity pay, long term disability, vacation accrual rates and or any other service hour related pay or benefit.

d. Short-term Leaves

Short-term leaves for illness, disability or personal reasons may be granted by the appointing authority for a short term period which shall not exceed thirty (30) days. Upon granting the short-term leave, the appointing authority shall immediately notify the Human Resources Director, in writing, of the leave, the length thereof, and the reasons therefore.

e. Extended Leaves

The Human Resources 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.

f. Pregnancy Disability Leave

An appointing authority shall grant up to 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, FMLA/CFRA medical leave.

g. 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 in an unpaid status for the duration of the approved leave.

h. Family Care and Medical Leave

In conjunction with California Government Code Section 12945.2 as well as the Family Medical Leave Act, 29 CFR Part 825, the Placer County Code Section 3.04.540 apply for implementation of the Family Medical Leave Act and California Family Rights Act (FMLA/CFRA) related leaves. These provisions are separate and distinct from any other leave provisions. 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. Extend the FMLA timelines for qualifying for FMLA leave from 3 days to 14 days.

i. 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 return to work. If requesting to return to work with medical limitations, the employee must provide a certification from a health care provider stating the specific limitations, anticipated duration of the limitations, and the expected date of release to full duty.

j. 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).

9.12 - FITNESS FOR DUTY EVALUATION DURING EMPLOYMENT

a. Fitness for Duty Evaluation

- 1) 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 selected by the county.
- 2) The examining physician 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.
- 3) If the examining physician 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 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.
- 4) Further medical information provided by the employee will then be submitted directly to the examining physician who completed the initial review. The physician 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.

b. Disability Review Process: Action by the Appointing Authority

- 1) 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:
- 2) 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:
 - i. Employee's ability to meet the minimum qualifications of the alternative classification;
 - ii. Employee's ability to perform the essential job duties/functions of the alternative classification;
 - iii. Rules governing lateral transfer and voluntary demotion; and,
 - iv. Availability of the position at the time of acceptance, as determined by the County Executive Office.

c. 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:
 - i. Further consideration of alternatives needed;
 - ii. The appeal is upheld; or,
 - iii. The appeal is not justified and denied.
- 2) The decision of the County Executive Officer shall be final.
 - 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.

- 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.

ARTICLE 10 - LAY OFF PROCEDURE

10.1 - LAYOFF PROCEDURE

- a. Layoffs shall be made solely under the direction of the Board of Supervisors. Under Board direction, an Appointing Authority shall lay off employees in accordance with this provision for any of the following reasons:
 - 1) Necessity based on lack of funds or work; or
 - 2) Advisable in the interest of economy to reduce the Departmental staff; or
 - 3) Due to a violation of Section 3.04.080 relating to nepotism.
 - i. Permanent and probationary employees laid off shall be placed on a re-employment list for the class in which they were employed.
 - ii. Ten (10) days before the effective date of a lay off, the Appointing Authority or county executive shall file notice with the Human Resourcesdirector of the intended action with reason therefore. A copy of such notice shall be personally served on the employee affected.
 - iii. In the event a lay off is necessary, the appointing authority, with the approval of the county executive, shall determine which class or classes will be affected. Prior to laying off probationary or permanent employees, the following will be laid off in this sequence:
 1. Extra help employees;
 2. Provisional employees;
 3. Probationary and permanent employees whose last recorded performance ratings are “unacceptable.”
 4. Probationary and permanent employees with acceptable or better ratings.
 - Probationary employees shall be laid off - by class - in the inverse order of seniority within a classification within a department.

- Permanent employees shall be laid off - by -class- in the inverse order of seniority within a classification within a department. Permanent part-time employees' seniority will be prorated based on hours worked.
 - Ties - In the event of a tie in seniority (above), the tie will be broken by ranking in inverse order of seniority within the Department, then in inverse order of seniority within the county service. In the event the above methods do not break the tie, then the final decision will be made by lot.
- iv. Notwithstanding the provisions of paragraph (a) above, an Appointing Authority may lay off an employee, without the direction of the Board of Supervisors, for the following reasons:
1. Return of another employee with greater seniority from leave of absence.
 2. Return of another employee, with greater seniority, as a result of failure of probation as provided for in Section 3.08.1080 of the Personnel rules.

ARTICLE 11 - DISCIPLINE

11.1 - CITIZEN COMPLAINT PROCEDURE

Citizen's complaints filed with the Sheriff's Office must be accepted by a sworn Sheriff's Office supervisor or, in his/her absence, the designated Officer in Charge. In any case should this not be practical, the complainant will be given an envelope and be requested to return the complaint in a sealed condition. All such reports must be forwarded to the appropriate Department Head.

11.2 - INITIATING DISCIPLINE – COUNTY EXECUTIVE OFFICER REVIEW

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.

f. 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:

- 1) The name of the employee.

- 2) The section number or numbers of the rules or regulations violated constituting the charges.
- 3) The reasons for which the disciplinary action is proposed to be taken on such charges.
- 4) Any materials upon which the action is based.
- 5) 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.

g. 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...

h. 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 Human Resources 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.

i. 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 County Executive Officer order the employee placed on immediate paid administrative leave of absence until charges are filed under County Code Section 3.08.1230. Such interim suspension may only be made if the appointing authority and County Executive Officer determine it is in the best interest of the department or county to do so.

If notice is served under Section 3.08.1210, the appointing authority may with county executive officer 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.

11.3 – EFFECTIVE DATE OF DISCIPLINE

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 Human Resources Director pursuant to Section 3.08.1240.

11.4 - APPEAL

a. 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.

b. 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, Human Resources 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.

c. 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.

11.5 - PEACE OFFICER BILL OF RIGHTS

Nothing under the provisions of Sec. 3.08.1040, et seq., shall be deemed to grant or deny any right or duty granted or denied by the Peace Officer Procedural Bill of Rights.

11.6 - WITNESSES - RIGHT OF EMPLOYEE, DURING DISCIPLINE

Any employee who is appealing disciplinary action under Chapter 3 of the Placer County Code, or as amended in this Memorandum of Understanding, shall be permitted to interview prospective witnesses at each witness' normal place of duty and during that witness' normal working hours with the approval of the witness officer's first line supervisor.

Permission to interview will be based upon the shift workload at the time of the request. All requests must be for a pre-described time period.

The witness officer may refuse to meet with the appellant officer or his/her representative. In case of such refusal, this privilege will be revoked.

ARTICLE 12 – RETIREMENT

12.1 - CalPERS RETIREMENT FORMULAS

Tier 1: Employees Hired Prior to March 13, 2011:

- a. **Safety Plan.** The County will provide the 3.0% at 50 retirement formula to all California Public Employees Retirement System (CalPERS) members' designated safety classifications hired prior to March 13, 2011.
- b. **Miscellaneous Plan.** The County will provide the 2.5% at age 55 retirement formula for CalPERS members' designated miscellaneous classifications hired prior to March 13, 2011.
- c. **Welfare Fraud Investigator Classification Series Re-opener.** The parties agree that in the event that legislation is enacted that specifically extends public safety retirement benefits to the classification series of Welfare Fraud Investigators, the parties agree to reopen negotiations for the exclusive purpose of commencing the meet and confer process and to bargain in good faith on this issue as to Welfare Fraud Investigators.

Tier 2: Employees Hired on or after March 13, 2011:

For employees hired by the County on or after March 13, 2011 the County will contract with CalPERS to provide the following retirement platforms:

- a. **Safety Plan:** 3.0% at age 55, Modified on highest or final 3 year average compensation.
- b. **Miscellaneous Plan:** 2.0% at age 55, Modified on highest or final 3 year average compensation.

Tier 3: Placer County will comply with the Public Employees' Pension Reform Act of 2013 (PEPRA) and future PEPRA legislation and or regulations.

For employees hired by the County on or after January 1, 2013 the County will contract with CalPERS to provide the following retirement platforms:

- a. **Safety Plan:** 2.7% at age 57, Modified on a 3 year final compensation period average.
- b. **Miscellaneous Plan:** 2.0% at age 62, Modified on a 3 year final compensation period average.
- c. **For CalPERS “Classic” members,** the County will provide the following retirement platforms:
 - 1) **Safety Plan:** 3.0% at age 55, Modified on a 3 year final compensation period average.
 - 2) **Miscellaneous Plan:** 2.0% at age 55, Modified on a 3 year final compensation period average.

12.2 - EMPLOYEE'S CalPERS CONTRIBUTION:

Tier 1: Employees Hired Prior to January 1, 2011

- a. **CalPERS Miscellaneous Employees.** Employees hired prior to January 1, 2011, represented by the PCDSA and included in the CalPERS miscellaneous retirement plan, the county will pay 2.0% of their CalPERS’ employee contribution. The County will pay 6.0% of the employees’ contribution.
- b. **CalPERS Safety Employees.** Effective January 1, 2017, employees hired prior to January 1, 2011, represented by PCDSA and included in the CalPERS safety retirement plan will pay 3.5% of their CalPERS employee contribution. The County will pay 5.5% of the employee’s contribution.

Effective January 1, 2018, employees hired prior to January 1, 2011, represented by the PCDSA and included in the CalPERS safety retirement plan will pay 5.0% of their CalPERS employee contribution. The County will pay 4.0% of the employee’s contribution.

Tier 2: Employees Hired between January 1, 2011 and December 31, 2012

- a. **CalPERS Miscellaneous Employees.** Employees hired on or after January 1, 2011 will pay 7.0% of their CalPERS employee contribution.
- b. **CalPERS Safety Employees.** Employees hired on or after January 1, 2011 will pay 9.0% of their CalPERS employee contribution.

Tier 3: PEPRA - Employees Hired on or after January 1, 2013

- a. **CalPERS Miscellaneous and Safety PEPRA Employees.** New employees hired on or after January 1, 2013 will pay at least 50% of the total normal cost rate of their defined benefit plan or the current contribution rate of similarly situated employees, whichever is greater.
- b. **CalPERS “Classic” PEPRA Employees**
 - 1) **Miscellaneous “Classic” Employees.** Employees hired on or after January 1, 2013 will pay 7.0% of their CalPERS employee contribution.

- 2) Safety "Classic" Employees. Employees hired on or after January 1, 2013 will pay 9.0% of their CalPERS employee contribution.

12.3 - MILITARY SERVICE

Effective January 1, 1998, the County will amend its contract with PERS to allow Association members to buy back both their share and the County share of up to four (4) years of military service to be credited as PERS service per Government Code Sections 21024.

12.4 - PERS RETIREE DEATH BENEFIT

Effective pay period 15, December 22, 2006 at 5:01 p.m., the County will amend its Safety contract with the Public Employees Retirement System (PERS) to provide a \$3,000 Retiree Death Benefit. This benefit will be applicable to retiree deaths occurring after the effective date of the PERS contract amendment.

12.5 - PERS PRE-RETIREMENT OPTION SETTLEMENT 2 DEATH BENEFIT

Implement the CalPERS Pre-Retirement Optional Settlement 2 Death Benefit for the local safety retirement formula beneficiaries which increased the death benefit for the surviving spouses of employees who die prior to retirement (Side Letter of Agreement 7/20/00).

ARTICLE 13 - SAFETY

13.1 - DRUG AND ALCOHOL POLICY

Copies of the Drug and Alcohol Policy are available to all employees.

13.2 - EMERGENCY VEHICLES

Sedans and four-wheel drive vehicles performing patrol services constitute emergency vehicles within the meaning of the Vehicle Code. Sedans shall be removed from service at one hundred and ten thousand (110,000) miles; four-wheel drive vehicles shall be removed from service at one hundred and twenty-five thousand (125,000) miles. The County will conduct major vehicle inspections of four-wheel drive vehicles for road worthiness at one hundred thousand (100,000) miles. Vehicles will be taken out of patrol service immediately upon reaching the above mileage limitations. If the vehicle reaches the mileage limitation during the course of a shift, the vehicle shall be taken out of service at the end of the shift at which the mileage limitation is reached. Any sedans which are in excess of one hundred thousand (100,000) miles at the time of the signing of the Agreement shall be removed from service. Any four-wheel drive vehicles in excess of one hundred thousand (100,000) miles at the time of the signing of the Agreement shall be immediately subject to a major vehicle inspection.

13.3 - SAFETY COMMITTEE

The Board of Supervisors authorize the Association to designate a member to sit on the Safety Committee to serve at the pleasure of the Board of Supervisors; provided, however, that prior to an Association representative bringing a matter concerning the Sheriff's Office before the Safety Committee,

it shall first be discussed by such representative with the Sheriff or his representative in an attempt to correct the problem within the department.

13.4 - SMOKING POLICY

The parties agree to a smoking ban in all public buildings and county-owned vehicles.

13.5 - TRAINING COMMITTEE

The Association and the Sheriff shall form a Training Committee to make recommendations for an ongoing training program for the Sheriff's Office. This committee shall include individuals who are members of the Association.

ARTICLE 14 – MISCELLANEOUS

14.1 - LATERAL ENTRY DUE TO MERGER

Personnel joining the Sheriff's Office as a result of a merger with another public agency shall come on board with no seniority. They shall have the status of a new hire.

14.2 - MEAL REIMBURSEMENT

The Department Head or designee must authorize all meal allowance expenditures in advance.

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

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

- b. **Meal Allowance for Overnight Travel.** Employees will receive a per diem rate for meals when traveling on County business on a temporary basis (one year or less), that results in the employee being away from the location of his or her principal place of business overnight.
- c. **Meal Allowance due to Emergency Situations.** Department heads or their designee, *with the prior verbal approval of the County Executive*, may authorize meal allowance expenditures for employees during emergencies or extraordinary or unusual circumstances such as natural disasters, severe inclement weather, imminent or actual failure of county facilities, systems or processes, a health or safety emergency or threat, or extended search and rescue activities. Such verbal approval is effective for not more than 72 hours but may be extended by written approval of the County Executive for an indefinite period.

- d. **Employer Provided Meals.** *With the prior approval of the County Executive* the Department Head may provide, on County facilities, meals to County employees for a substantial non-compensatory reason in one of the following circumstances:
 - i. Employees on shift that are required by their direct supervisor to stay on the work site in case they are needed for emergencies or other business needs during the meal period (example: A Sheriff's Deputy or Sergeant working in the jail);
 - ii. The nature of the assignment (not merely a preference) requires a short meal period.
- e. The Department Head or designee must authorize all meal allowance expenditures in advance for the following travel on official business, i.e., training or meeting that results in the employee being more than thirty (30) miles away from his or her primary work location. Meals and incidentals are reimbursed according to the Federal per diem GSA (General Services Administration) guidelines <http://www.gsa.gov>. for the travel destination, if the travel is overnight and approved by the Department Head. A receipt is not necessary to receive the per diem meal allowance amount. Information sufficient for the Auditor to determine that the allowance is being paid under one of the above provisions will be required prior to the allowance being paid.
- f. **Incidental Expenses.** An employee traveling overnight may receive the combined meal and incidental expense Federal Domestic Per Diem Rate to cover incidentals. The incidental amount is intended to pay for fees and tips given to porters, baggage carriers, hotel staff, etc.

14.3 - MILEAGE REIMBURSEMENT

Where private vehicles are authorized for use on official out of County travel, the mileage reimbursement allowed will be at the applicable IRS rate.

14.4 - TRAVEL TIME

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

14.5 - PENAL CODE

New employees at the time of hire shall be provided free of charge a copy of the California Penal Code.

14.6 - PERSONNEL FILE

- a. **Personnel File - Employee Review**

The Appointing Authority shall, at reasonable times, upon the request of an employee, permit the employee to inspect his official personnel file in the Human Resources Department during normal

working hours in accordance with the provisions of the law.

b. Adverse Comments

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

Such employee shall have the right, whether or not he signs the entry, within thirty (30) working days following the entry of such material in the Human Resources personnel file, to file in said file a written response. Such written response shall be physically attached to the original entry.

c. Disclosure

The Appointing Authority, or designee, shall follow rules as set out by the law for disclosure of information that may be used for any promotion, punitive action or other administrative proceedings, including but not limited to civil actions regarding an employee.

14.7 PERSONAL PROPERTY LOSS

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

- a. A county employee suffering damage or loss to personal property, other than cash, including clothing, eyeglasses and watches, and meeting the following criteria, shall be reimbursed for such loss:
 - 1) Lost or stolen cash shall not be reimbursed by the County.
 - 2) The damage or loss must not be caused in whole or in substantial part by the negligence of such employee.
 - 3) The damage or loss must have occurred in the course and scope of his/her employment.
- b. Loss amounts reimbursable to the employee shall be as follows:
 - 1) Amounts of ten dollars (\$10) or less are not reimbursable.
 - 2) For property damaged but repairable, other than vehicles, the amount payable shall be the cost to repair the item or the reasonable cost of replacement value of the item at the time of damage, whichever is less.
 - 3) For clothing, eyeglasses and watches lost or damaged and not repairable, the amount payable shall be the replacement value of the item at the time of damage or loss, subject to verification by the department head and the county executive office.

- 4) No loss amount shall be reimbursable unless the employee files a written report of loss with his or her appointing authority within five working days, setting forth in detail the circumstances of the loss.
- 5) No loss amount shall be reimbursed until Risk Management has conducted an investigation and authorized payment with the approval of the appointing authority. Any disapproval may be appealed to the county executive office.

14.8 - ABANDONMENT OF EMPLOYMENT

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

14.9 - PAYROLL PRACTICES

Change or add the following definitions to read as follows:

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

14.10 – CORRECTIONAL SERGEANT

Implementation of the Correctional Sergeant classification at the Placer County Main Jail and Minimum Security Facilities, DeWitt Center, Auburn, California (Auburn Jail Facilities).

- a. The jail transportation and court sergeant(s) positions will remain Sheriff Sergeant, and not Correctional Sergeant, assignments.
- b. Because of its unique attributes, the Jail Administrative Sergeant position is a three to five year minimum assignment commitment. With that commitment in mind, when the Jail Administrative Sergeant position becomes open, recruitment will be open to both the Correctional Sergeant class and the Sheriff Sergeant class, on a lateral transfer basis and, to the extent there is an available Sergeant allocation in either class, on a promotional basis.
- c. Should additional sergeant positions be created for the Auburn Jail Facilities, beyond the current seven, then those positions will be created as Sheriff Sergeant and not Correctional Sergeant positions, unless the DSA and Department first meet and confer otherwise.

14.11 – COMMUNITY SERVICES OFFICERS

- a. The defined number of field CSO's will not exceed five (5) without further discussion with the DSA.
- b. Increase in field CSO allocations will not displace any current Deputy Sheriff allocations without first meeting and conferring with the DSA specifically on that issue.
- c. The field CSO's will have defined duties to help insure that CSO duties do not overly encroach on the established duties of a deputy sheriff. All cases handled by field CSO's will not have suspect contact and will have minimal or no follow-up. These duties include, but are not limited to, the following areas:
 - Missing persons reports
 - Abandoned vehicle reports
 - Stolen/recovered vehicles
 - Petty and Grand theft reports
 - Burglary. reports (requiring minimal or no follow up)
 - Lost/found property reports
 - Identification theft cases
 - Vandalism reports
 - Mail theft/tampering reports
 - Annoying/threatening phone call reports
 - Assist patrol as requested by on-scene deputy sheriffs and supervisors
 - eg. traffic control, basic evidence collection, and vehicle towing
 - Phone reports not requiring extensive follow-up or involving complex narratives or investigation
- d. Field CSO's should contact Sheriff's Office supervisors to refer cases that involve more complex or sensitive situations or situations that would require suspect contact or additional follow-up.

14.12 – ON DUTY FITNESS AND TRAINING PROGRAM

PCDSA Employees in the following classifications, if otherwise qualified pursuant to the provisions of this section, shall have the option to participate in the On Duty Fitness Program for one hour per shift pending priority calls for service:

- Deputy Sheriff I
- Deputy Sheriff II
- Sheriff's Sergeant
- Investigator- District Attorney

The aforementioned eligible classifications shall be referred to hereafter as "employee(s)".

- a. Allotted Fitness Time (Patrol Personnel and District Attorney Personnel)
 - 1) The allotted workout time shall be one (1) hour per shift unless calls for service require additional patrol personnel. The one-hour includes post workout prep time if needed.
 - 2) The employee may use the remainder of that hour to prepare for his or her shift and/or conduct work related activities (e.g. report writing, following up investigations, etc.).

- 3) Employees will be in uniform (as appropriate) and report to their regular place of work the conclusion of the allotted hours.
- 4) The shift supervisor, or administrator designated by the Appointing Authority, will determine daily participation.
- 5) The department may conduct training instead of the allotted workout time when necessary.
- 6) Overtime will not be authorized for participation in the program.

b. Allotted Fitness Time (Non-patrol personnel)

- 1) Employees not assigned to Patrol will have the option of determining when to workout depending upon whether the individual employee's schedule, required duties, and assignment allows such.
- 2) An employee will obtain a supervisor's approval prior to working out.
- 3) The allotted workout time shall be no more than one (1) hour per shift. This includes all post workout prep time if needed.
- 4) Employees assigned to the Corrections Division within Court Security, Bailiff, or Transportation may participate under the provisions set forth in this subsection. Employees assigned to Court Security/Bailiff may only work out during their extended lunch hour with approval of their supervisor. They may not work out at the beginning or the end of their shift. The Corrections Commander may suspend the program if that Commander deems the program causes difficulties that prevent the effective operations of the Corrections division. This Program is not available for other employees in Corrections Division at this time.
- 5) The department may conduct training instead of the allotted workout time when necessary.
- 6) Overtime will not be authorized for participation in the program.

c. Employee Participation

- 1) Participation in the On Duty Fitness Program shall be voluntary.
- 2) Employees who choose not to participate will go in service at the start of that employee's regular scheduled shift and return for briefing if able.

d. Approved Workouts

The PCDSA, Sheriff's Office and the District Attorney will determine approved workouts including, but not limited to:

- Stretching
- Walking

- Running, jogging, step climbing
- Weightlifting
- Calisthenics, plyometrics, or similar aerobic activity (floor/mat exercises)
- Cycling

The employee will consult with the Fitness Coordinator to design an individual exercise regimen.

e. Approved Workout Facilities

The PCDSA, Sheriff's Office and District Attorney Administration will determine approved workout facilities including, but not limited to:

- Any running/cycling/etc. course pre-approved by the Sheriff, District Attorney or designee of
- Auburn Main Office gym and related equipment
- South Placer Substation gym and related equipment
- Auburn Main Jail gym and related equipment
- South Placer Jail gym and related equipment
- Colfax and Tahoe gym and related equipment
- Any course or facility pre-approved by the Sheriff or designee

The Sheriff's Office shall be responsible for the maintenance, upkeep, and replacement of equipment. The PCDSA may contribute to the purchasing of new equipment with management's approval. Current policies and procedures for use of equipment shall apply.

f. Fitness Committee

The committee will be comprised of a management designee from the Sheriff's Office Support Services Division, a Department contracted fitness coordinator, three PCDSA representatives and a representative from County Human Resources Department. The committee will oversee the program(s) and report to the Sheriff or his designee. It will be the committee's responsibility to meet on a quarterly basis to review the progress of the program, make recommendations, and assist in the implementation.

g. Annual Health Assessment

Each employee will receive an annual health assessment and exercise recommendation from the contracted Fitness Coordinator before exercising on duty. The fitness coordinator will be the only individual who will have access to the personal medical information of members. The fitness coordinator will provide the Sheriff's Administration with an annual evaluation consisting of the aggregate data derived from the Annual Health Assessment and Program participation, but the names of the participating employees will remain anonymous. The fitness coordinator will maintain the confidential information, which will not be disclosed absent court order. The assessment will consist of the following:

- 12-hour fasting lipid blood panel (cholesterol, HDL, LDL, blood glucose and triglycerides results).
- Body weight and height

- Resting and exercise blood pressures
- Resting and exercise heart rates
- Body fat percentage (skin calipers)
- Muscle fitness (flexibility, strength and endurance) tests

Consistent with Cal. Civil Code §56 et. Seq. and *Pettus v. Cole* (1996) 49 Cal. App. 4th 402, the results of the Annual Health Assessment will be held confidential from the Department/County and be provided only to the employee. The results of the Annual Health Assessment shall not be used in any way to affect the employment status of any employee, absent court ordered release of information as set out above.

h. Preference

Sworn personnel exercising on duty shall have priority use of Department workout and shower facilities due to time and duty assignment constraints.

ARTICLE 15 - PROBATIONARY PERIOD

15.1 – PROBATIONARY PERIOD:

Length of Probation

All initial hires and permanent appointments from open or promotional eligible lists to positions in the classified service shall serve the probationary periods indicated:

Initial Hire:

<u>Classification</u>	<u>Period</u>
Deputy Sheriff I	18 months
Deputy Sheriff II	12 months
Sheriff’s Sergeant	12 months
Sheriff’s Lieutenant	12 months
DA Investigator	12 months
Investigator – Welfare Fraud	12 months
Investigator – Welfare Fraud Supervising	12 months

Promotions to:

<u>Classification</u>	<u>Period</u>
Deputy Sheriff I	18 months
Deputy Sheriff II	6 months
Sheriff’s Sergeant	6 months
Sheriff’s Lieutenant	6 months
DA Investigator	12 months
Investigator – Welfare Fraud	12 months
Investigator – Welfare Fraud Supervising	6 months

Time spent on leave of absence will not count toward the completion of the probationary period.

15.2 - PROBATION EXTENSIONS

If during the probationary period there have been changes in an employee's status, i.e., a change in work location, major change in assignment, the installation of new processes or technology, or in the event of authorized light duty because of illness/injury where the assignment prevents the completion of field training and/or jail operations training (this field training or jail operations training requires successful completion prior to completing probation), the appointing authority may, with the consent of the Civil Service Commission, extend an employee's probationary period of up to one (1) year. The appointing authority must present evidence to the Civil Service Commission documenting the reason for requesting an extension of the probationary period. The Human Resources Director may provisionally extend a probationary period until the next regularly scheduled Civil Service Commission meeting at which a request can be heard.

15.3 - RELEASE DURING PROBATIONARY PERIOD

a. Initial Probationary Period

At any time during the initial probationary period, a probationary employee may be released by the appointing authority and the probationary employee shall be without the right of review of any kind. Notification of release shall be made in writing to the probationary employee by the appointing authority with a copy sent to the Human Resources Director. The effective date of the probationary employee's separation from county service and last day on county payroll will be the day of the notice of release.

b. Release Other than Initial Probationary Period

At any time during the probationary period, an employee may be released by the appointing authority, and the probationer shall be without the right of review of any kind. Notification of release shall be made in writing by the appointing authority to the Human Resources Director. The appointing authority shall give such employee, at any time up to and including the last day of the probationary period, ten (10) working days' notice of termination of employment. The subsection does not apply to a probationary period required by Section 3.08.410. Such employee shall perform at the level of, and be entitled to receive, during such last ten (10) working days, the salary of the position in which said employee was on probation.

ARTICLE 16 – COUNTY POLICIES

A subcommittee will meet to discuss County Policies which will be updated through mutual agreement.

ARTICLE 17 - RE-OPENER


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

economic hardship.

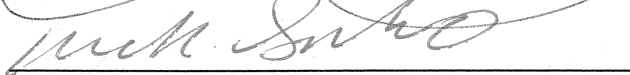
The parties hereto agree that this Memorandum of Understanding concludes all discussions on compensation and fringe benefits and that no further discussions, except as provided herein or by Federal or State law, are required on this subject as specifically provided herein until commencement of meet and confer coinciding with the termination of this Agreement on June 30, 2018. It is intended that all other present resolutions, ordinances, practices and policies shall continue in force and effect during said period, without change.

SIGNATURES

On behalf of the Placer County Deputy Sheriffs' Association:



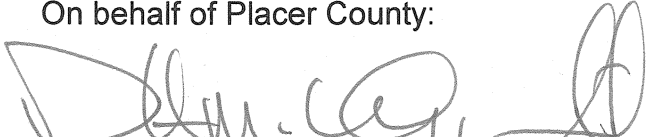
Batine Ramirez, DSA President



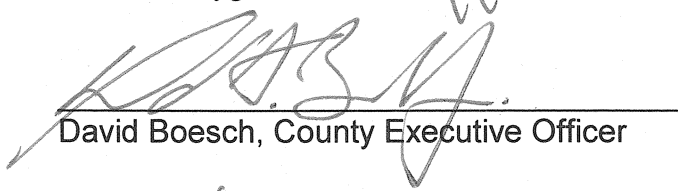
Mark Salvo, DSA Business Representative

Approved by the Placer County Board of Supervisors on September 27, 2016

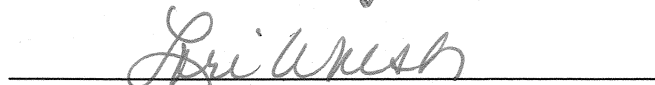
On behalf of Placer County:



Robert Weygandt, Chairman



David Boesch, County Executive Officer



Lori Walsh, Human Resources Director