

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

**In the matter of: AN ORDINANCE AMENDING** Ord. No.: \_\_\_\_\_  
SECTIONS 3.04.140, 3.04.180, 3.04.240, 3.04.350,  
3.04.390, 3.04.400, 3.04.410, 3.04.420, 3.04.450,  
3.04.590, 3.04.660, 3.04.800, 3.04.820, 3.04.830,  
3.08.170, 3.08.1070, 3.12.020, 3.12.090, 3.12.110,  
OF CHAPTER 3 OF THE PLACER COUNTY CODE

FIRST READING: 9-8-09  
SECOND READING: \_\_\_\_\_

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_  
Ann Holman

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

**Section 1:** That Section 3.04.140 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.140 Personal property loss.

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

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

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

3.04.180 Impact of Daylight Savings Time.

Daylight Savings Time. ~~Non-DSA represented e~~Employees scheduled to work a shift in which Daylight Savings Time either takes effect or reverts to Standard Time, shall be paid for hours worked. Employees scheduled to work a shift when Daylight Savings Time is in effect, shall have the option to use one hour of vacation or CTO time. Employees scheduled to work a shift when Daylight Savings time reverts shall be compensated for hours worked. (Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5058-B (Attach. 11, 12), 2000; Ord. 5029-B (Attach. C), 2000; Ord. 5006-B (part), 1999; prior code § 14.200)

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

3.04.240 Procedure to secure overtime pay.

\* \* \*

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

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

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

3.04.350 Sick leave defined.

\* \* \*

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

\* \* \*

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

3.04.390 Health insurance continuation.

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

\* \* \*

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

3.04.400 Sick leave—How taken.

\* \* \*

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

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

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

3.04.410 Evidence of illness.

\* \* \*

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

\* \* \*

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

3.04.420 Termination of employment.

\* \* \*

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

**Section 9:** That Section 3.04.450 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.04.450 Sick leave contributions—General unit, professional unit, confidential employees and deputy sheriffs unit.

\* \* \*

2. Deputy Sheriffs Units.

\* \* \*

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

\* \* \*

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

3.04.590 Abandonment of employment.

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

\* \* \*

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

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

3.04.660 Full-time and part-time rates.

\* \* \*

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

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

3.04.800 Holidays.

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

\* \* \*

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

\* \* \*

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

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

3.04.820 Holiday overtime and rate of pay.

\* \* \*

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

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

3.04.830 Holiday Credit Account—PPEO and DSA Represented Employees.

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

\* \* \*

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

3.08.170 Definition of terms.

\* \* \*

"Continuous Service"

\* \* \*

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

\* \* \*

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

\* \* \*

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

3.08.1070 Rejection during probationary period.

\* \* \*

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

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

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

3.12.020 Classified service – Salary and benefits notations.

\* \* \*

1. Uniform Allowance – Sworn Peace Officers

\* \* \*

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

\* \* \*

8. Shift Differential.

\* \* \*

B. Deputy Sheriff's Unit. Effective pay period 9, September 26, 2009, employees assigned to work 50% or more of his/her hours between the hours of 5 p.m. and 6 a.m. on one or more shifts shall receive a shift differential of 7.5% of base pay for all hours worked. Employees regularly assigned to work 50% or more of his/her hours between the hours of 5 p.m. and 6 a.m. shall continue to receive the 7.5% shift differential even when they work shifts that would otherwise not qualify for shift differential payments. Employees whose normal work shift does not qualify for night shift differential shall receive night shift differential when working a qualifying shift (50% or more of the hours are between the hours of 5 p.m. and 6 a.m.).

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

\* \* \*

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

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

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

Undersheriff

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

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

\* \* \*

**Section 18:** That Section 3.12.090 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.090 Tahoe rural health program.

\* \* \*

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

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

\* \* \*

**Section 19:** That Section 3.12.110 of Chapter 3 of the Placer County Code is hereby amended and shall read as follows:

3.12.110 County payment—Employee share of CalPERS.

\* \* \*

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

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

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

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

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

2009 Intro  
Reso 2009 246-248



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

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

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**ACTION REQUESTED**

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

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

**BACKGROUND**

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

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

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

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

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

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

#### **Conditions Since Adoption of the Proposed Budget**

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

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

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

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

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

### **DSA Represented -- Measure F Salary Adjustments**

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

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

### **Last, Best and Final Offer (LBFO)**

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

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

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

### **FISCAL IMPACT**

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

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

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

Attachments

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