



*Human Resources Department*

**Memorandum**

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November 28, 2011

**To:** Thomas G. Mauk, County Executive Officer

**From:** Carl H. Crown, Human Resources Director

**Subject:** Updated language for the Personnel and Salary Resolution (PSR)

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On December 6, 2011, ASR 11-001270 ("Approve Pay for Performance Pool for ACLEM") will be on the Board agenda for review and approval. ACLEM is not an exclusively recognized employee organization therefore the update is included in the PSR. Attached is the updated language for the PSR for your review and concurrence.

Concur:

Thomas G. Mauk  
County Executive Officer

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CLERK OF THE BOARD  
ORANGE COUNTY  
BOARD OF SUPERVISORS

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PART 5 - LAW ENFORCEMENT MANAGEMENT

ARTICLE XXV TERMS AND CONDITIONS OF EMPLOYMENT FOR LAW ENFORCEMENT MANAGEMENT EMPLOYEES

Section 1. General Provisions

Except as otherwise provided in this Article, the wages, hours and terms of conditions of employment for employees in Law Enforcement Management (Appendix E) shall be the same as adopted for employees in Administrative Management.

Section 2. Work Period

If any Law Enforcement Management employee is required to work an unusually large number of hours as a result of civil disturbances, barricaded suspects, hostage situations, police emergencies, floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Department Head may authorize additional compensation for such an employee or group of employees whom the Department Head determines should receive additional compensation. The rate of such compensation shall not exceed the employee's regular biweekly pay rate.

Section 3. Life Insurance

Life insurance and accidental death and dismemberment insurance will be provided at **in the amount of 100,000 dollars.** ~~amounts based upon the coverage as listed in the following table:~~

<u>Salary Grade</u>	<u>Insurance</u>
LM 1	\$85,000
LM 2	\$90,000

Employees will have the option to purchase additional life and accidental death and dismemberment coverage including dependent coverage.

Section 4. Compensation for Classes on the LM Salary Ranges

A. Salary Adjustments

~~A.~~The Human Resources Director has the authority to allocate classes to management ranges, and to determine the salary level of employees assigned to a new range.

~~B.~~ All employees on the LM salary range shall be eligible for performance based salary increases in accordance with the Management Performance Plan.

**B. Market Differential**

Adjustments to the LM 1 and LM 2 salary ranges will be agendized for Board of Supervisors approval when range adjustments to the Peace Officer and Supervising Peace Officer salary ranges are approved, in order to maintain consistent salary differentials implemented in 1998.

**C. Law Enforcement Management Performance Compensation**

- 1. Effective January 13, 2012, all employees on the LM salary range who receive a performance rating of “Exceeds Expectations” or “Exceptional” shall be eligible for performance based salary increases from the performance pool in accordance with the Law Enforcement Management Pay for Performance (P4P) Program.**
- 2. The Performance Pool will be funded at two and one-half (2.50) percent of Law Enforcement Management salaries in the first pay period of January 2012.**
- 3. The top of the Law Enforcement salary range (LM) will be increased by two and one-half (2.50) percent effective January 13, 2012. Future increases to the salary range will be subject to approval by the Board of Supervisors.**
- 4. Law enforcement managers who receive a performance award may select the option of a base-building increase, lump sum payment or a combination of a lump sum payment and annual leave balance, in accordance with the Pay for Performance Program for administrative managers.**
- 5. No employee’s salary shall exceed the top of the salary range. Eligible law enforcement managers who receive a performance award which would increase their salary beyond the top of the range may receive a base-building increase to the top of the range and a non-base building, lump sum payment for any difference beyond the top of the range.**

**D. Salary on Promotion**

The Agency or Department Head may appoint a regular, limited-term or probationary employee who is promoted to a position in a law enforcement management class at any salary up to the top of the Law Enforcement Management salary range. In making the determination, the Agency or Department Head shall take into consideration market demands, the candidate’s education, training and experience. Any promotional salary

**increase of fifteen (15) percent or greater shall be approved by the County Executive Officer.**

D. Equity Adjustments

- ~~1. Any other provision of this Personnel and Salary Resolution notwithstanding, any newly appointed Lieutenant or Supervising Attorney's Investigator whose salary is below the top of the second quartile on the salary range and whose performance is rated standard or better shall have his or her salary advanced to approximately the top of the second quartile on the salary range.~~
- ~~2. Upon recommendation of the Department Head, the County Executive Officer, may, in those instances where he or she determines that it is in the best interest of the County, approve additional individual salary increases which, when added to the amount the individual received pursuant to the above section, shall not exceed twenty (20) percent; however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.~~

E. Performance Based Increases Within Range

- ~~1. A performance based salary increase eligibility date shall be established for each regular, limited term and probationary employee. This annual performance based salary increase eligibility date shall be the beginning of the last pay period in October of each year. Salary increases authorized for eligible employees by the Department Head pursuant to this section shall be effective on the performance based salary increase eligibility date.~~
- ~~2. Except as provided herein, all regular, limited term and probationary employees employed in a Law Enforcement Management class on the performance based salary increase eligibility date described above, shall be eligible to be considered for an annual performance based salary increase within range as provided in this section. Employees appointed to a Law Enforcement Management class after the performance based salary increase eligibility date of one year shall not be eligible for a performance based salary increase until the next performance based salary increase eligibility date.~~
- ~~3. Extra Help employees shall not be eligible for performance based salary increases within range.~~
- ~~4. Regular, limited term and probationary employees shall have their performance evaluated at least annually prior to their performance based salary increase eligibility date.~~

~~5. The amount of a performance based salary increase, if any, for individual employees shall be determined by the Department Head, and shall be based on the evaluation of each eligible employee's performance.~~

**F.E. Police Services Chiefs Premium**

The Sheriff-Coroner may authorize a 5% premium, based on assignment and performance, for Lieutenants who are appointed to positions that function as Police Services Chiefs in jurisdictions that contract with the County for police services.

**G.F. Special Assignment Premium**

The District Attorney may authorize a five (5) percent premium for Commanders and Assistant Chiefs functioning in specialty assignments which have significant responsibility for the management and coordination of countywide regional or federal programs.

**Section 5. On-The-Job Injuries, Workers' Compensation**

**A. Medical Treatment**

Whenever an employee sustains an injury or disability arising out of and in the course of County employment which requires medical treatment, the employee shall obtain treatment pursuant to the appropriate California Labor Code sections.

**B. Disability Payments and Leave**

Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall be compensated and placed on Leave pursuant to California Labor Code Section 4850. An employee who is eligible for benefits under California Labor Code Section 4850 shall be placed on 4850 Leave.

**C. Exhaustion of 4850 Benefits**

1. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, such employee shall be treated in the following manner:

- a. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and
  - b. he or she shall be placed on Workers' Compensation Leave; and
  - c. at the employee's option, all sick leave, compensatory time, vacation and/or annual leave shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
  - d. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
2. Upon exhaustion of all sick leave, compensatory time, vacation and/or annual leave the employee shall not accrue sick leave, vacation and/or annual leave for the remainder of Workers' Compensation Leave.
  3. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits.
  4. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation and/or annual leave earning rates.

**D. Exposure to Contagious Diseases**

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty.

**Section 6. Annual Leave**

The Annual Leave provisions shall apply to regular and limited term Law Enforcement Management employees hired on or after July 15, 1977, and shall become effective on February 15, 2000. Law Enforcement Management employees hired prior to July 15, 1977 shall be governed under Article IX, LEAVE PROVISIONS and Article X, VACATION in the Personnel and Salary

Resolution. Upon adoption of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan Provisions.

A. Accumulation of Annual Leave

1. During the first three (3) years of employment, a regular or limited term employee shall earn approximately seven (7) hours and twenty-five (25) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred ninety-two [192] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately nine (9) hours and fifty-two (52) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
3. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn eleven (11) hours and twenty-four (24) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred ninety-six [296] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
4. Annual Leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
5. The amount of annual leave an employee may accrue shall be unlimited.
6. Extra help employees shall not earn annual leave.

B. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:
  - a. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.

- b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
  - c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
  - d. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent or legal guardian.
  - e. Absence from duty because of personal business not to exceed twenty (20) annual leave hours during the fiscal year.
  - f. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
  3. Annual Leave shall not be applied to absences which occur on a County holiday.

C. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
2. An Official Leave of Absence shall cause the aforementioned years of full-time County service to be postponed a number of calendar days equal to the Official Leave.
3. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten

(10) years of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

4. Additional annual leave earned during the period of annual leave may be taken consecutively.
5. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
6. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
7. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
8. No scheduled annual leave will be cancelled by the department except in cases of emergency.
9. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
10. The parties will jointly monitor and review the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

D. Payoff of Unused Annual Leave

1. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.
2. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below.

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

3. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.
4. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions in Section 6. B., and C.

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- c. at the employee's option, all sick leave, compensatory time, vacation and/or annual leave shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or

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- d. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
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3. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn eleven (11) hours and twenty-four (24) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred ninety-six [296] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
4. Annual Leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
5. The amount of annual leave an employee may accrue shall be unlimited.
6. Extra help employees shall not earn annual leave.

B. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:
  - a. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
  - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

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- c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
  - d. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent or legal guardian.
  - e. Absence from duty because of personal business not to exceed twenty (20) annual leave hours during the fiscal year.
  - f. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
  3. Annual Leave shall not be applied to absences which occur on a County holiday.

C. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
2. An Official Leave of Absence shall cause the aforementioned years of full-time County service to be postponed a number of calendar days equal to the Official Leave.
3. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

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4. Additional annual leave earned during the period of annual leave may be taken consecutively.
5. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
6. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
7. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
8. No scheduled annual leave will be cancelled by the department except in cases of emergency.
9. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
10. The parties will jointly monitor and review the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

**D. Payoff of Unused Annual Leave**

1. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

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2. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below.

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

3. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.
4. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions in Section 6. B., and C.