



**MEMORANDUM
HUMAN RESOURCES**
County of Placer

TO: Honorable Board of Supervisors **DATE:** September 14, 2021
FROM: Kate Sampson, Director of Human Resources
SUBJECT: Implementation of the Placer County Law Enforcement Management Association
Memorandum of Understanding

ACTION REQUESTED

1. Adopt an ordinance, introduced August 31, 2021, to amend Chapter 3 of the Placer County Code consistent with the Placer County Law Enforcement Management Association memorandum of understanding.
2. Adopt an uncodified ordinance, introduced August 31, 2021, to adjust compensation and benefits for the associated represented employees.

BACKGROUND

On April 13, 2021, the Board of Supervisors (Board) adopted a resolution recognizing the Placer County Law Enforcement Management Association (LEMA) as the exclusively recognized employee organization for sworn classified law enforcement managers. This bargaining unit includes the classifications of Sheriff's Captain, Sheriff's Lieutenant, and Supervising District Attorney Investigator.

On August 31, 2021, the Board adopted a resolution approving the inaugural memorandum of understanding (MOU) between the County and LEMA, effective August 31, 2021 to June 30, 2023. The MOU recognizes the Board's focus on fiscal sustainability and prioritizes retention of critical leadership positions responsible for the provision of public safety services by to the community. The agreement codifies the existing compensation package for these represented employees, confirms previously approved general wage increases over the two-year term, and provides stability for all parties.

At the same meeting, the Board introduced two ordinances to implement the terms of the MOU relative to Chapter 3 of the Placer County Code and approved salary increases.

FISCAL IMPACT

The proposed agreement results in additional costs estimated at \$125,000 over the two-year term. These costs will be absorbed in the impacted departments' Fiscal Year 2021-22 Adopted Budgets and recommended for inclusion in their Fiscal Year 2022-23 Proposed Budgets.

ATTACHMENTS

- Attachment 1 – Ordinance amending Placer County Code, Chapter 3 pursuant to the LEMA MOU
- Attachment 2 – Uncodified ordinance implementing compensation adjustments for LEMA represented employees

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

In the matter of: An ordinance amending sections 3.12.020 and 3.12.080 of Chapter 3 in recognition of the memorandum of understanding between the County and the Placer County Law Enforcement Management Association.

Ordinance No.: _____

Introduced: August 31, 2021

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:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

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

Section 1. That the following sections Chapter 3 of the Placer County Code are amended as set forth in Exhibit A, attached hereto and incorporated herein by reference:

- 3.12.020
- 3.12.080

Section 2. This ordinance shall be effective the first pay period following adoption.

Section 3. That this ordinance is adopted as a codified ordinance.

EXHIBIT A

3.12.020 Classified service—Salary and benefits notations.

1. For employees represented by the Placer County Deputy Sheriff's Association (PCDSA) floating holiday shall be taken within the calendar year granted and shall not carry over from year to year. Unused holiday time will not be compensated upon termination.

2. Uniform Allowance—Sworn Peace Officers.

Deputy Sheriff I

Deputy Sheriff II

Sheriff's Captain

Sheriff's Lieutenant

Sheriff's Sergeant

a. If required by the county to wear a uniform as a regular part of their duties, a uniform allowance shall be paid on a biweekly basis. 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.

b. The uniform allowance is one thousand sixty-five dollars (\$1,065.00) per year for Auburn area and one thousand two hundred fifteen dollars (\$1,215.00) per year for Tahoe area.

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 two hundred fifty dollars (\$250.00).

d. If purchase of the campaign hat is mandatory, the sheriff's department will pay for the cost of the hat and will reimburse association members immediately upon provision of a receipt.

3. Career and Education Incentive. Full-time permanent employees in the following classes shall be eligible for the career and education incentive:

Deputy Sheriff I

Deputy Sheriff II

Investigator—District Attorney

Investigator—Supervising District Attorney

Investigator—Welfare Fraud*

Investigator—Welfare Fraud—Supervising*

Sheriff's Captain

Sheriff's Lieutenant

Sheriff's Sergeant

a. Basic POST.

i. For employees represented by the PCDSA, Basic POST pay shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCDSA.

b. Intermediate POST.

i. For Safety Management employees represented by the Placer County Law Enforcement Association (PCLEMA) hired before February 26, 2013, compensation for POST intermediate certificate is as follows: **shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCLEMA.**

Investigator — Supervising District Attorney	\$1,290 per month
Sheriff's Lieutenant	\$1,400 per month
Sheriff's Captain	\$1,595 per month

~~ii. For Safety Management employees hired or rehired on or after February 26, 2013, compensation for POST intermediate certificate is as follows:~~

Investigator — Supervising District Attorney	\$540 per month
Sheriff's Lieutenant	\$585 per month
Sheriff's Captain	\$665 per month

iii. For employees represented by the PCDSA, Intermediate POST pay shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCDSA.

c. Advanced POST.

i. For Safety Management employees represented by PCLEMA hired before February 26, 2013, compensation for POST advanced certificate is as follows: **shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCLEMA.**

Investigator — Supervising District Attorney	\$1,825 per month
Sheriff's Lieutenant	\$1,985 per month
Sheriff's Captain	\$2,260 per month

~~ii. For Safety Management employees hired or rehired on or after February 26, 2013, compensation for POST advanced certificate is as follows:~~

Investigator — Supervising District Attorney	\$1,075 per month
Sheriff's Lieutenant	\$1,170 per month
Sheriff's Captain	\$1,330 per month

iii. For employees represented by the PCDSA, Advanced POST pay shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCDSA.

d. Full-time permanent employees ~~in the above-listed classifications~~ represented by the PCDSA or PCLEMA will be eligible for educational incentive pay of fifty dollars (\$50.00) per pay period for an associate degree (AA), seventy five dollars (\$75.00) per pay period for a bachelor's degree (BA) or one hundred dollars (\$100.00) 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 in determining 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, which shall determine and certify whether employees are eligible to receive educational incentive pay.

i. For employees represented by the PCDSA, the amount of the educational incentive for AA, BA or MA degrees shall be as set forth in the Memorandum of Understanding between Placer County and the PCDSA.

ii. For employees represented by the PCLEMA, the amount of the educational incentive for AA, BA or MA degrees shall be as set forth in the Memorandum of Understanding between Placer County and the PCLEMA.

e. Employees may not receive educational incentive pay for more than one degree. The payments are not cumulative and only one degree qualifies for payment.

4. Uniform Allowance—PPEO Represented Employees. Uniform allowances shall be processed as a non-reimbursable, taxable, bi-weekly pay in accordance with procedures established by the Auditor Controller's office.

a. Seven Hundred Fifty Dollar (\$750.00) Allowance. An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties will be paid for the following class series in the amount of seven hundred fifty dollars (\$750.00) per year:

Administrative Clerk

Administrative Legal Clerk

Accounting Assistant

Public Safety Dispatcher

Probation Department Staff Services Analyst

Probation Assistant

Probation Department Information Technology

Probation Department Executive Secretary

Probation Department Administrative Technician

Animal Care Attendant

b. One Thousand Sixty-Five Dollar (\$1,065.00) Allowance. An annual uniform allowance for employees who are required to wear a uniform as a regular part of their duties will be paid, for the following class series, in the amount of one thousand sixty-five dollars (\$1,065.00) per year:

Agricultural and Standards Inspectors

Animal Control Officer

Community Service Officer

Correctional Officer

Environmental Health Specialists

Environmental Health Technical Specialists

Environmental Health Technicians

Evidence Technician

Deputy Probation Officers – Field

Deputy Probation Officers – Institution

Investigative Assistant

5. Family and Children's Services (FACS) Unit Pay. Designated employees shall be paid five percent if they have been assigned to field activities of the Family and Children's Services (FACS) Unit or perform after hours responsibilities related to emergency child protective duties.

6. Special Teams Pay—Sworn Peace Officers. Special pay will be as follows for those employees assigned to the following special teams without regard to call-out:

a. ~~Explosive Ordinance Detail (EOD). An employee designated as EOD officer by the sheriff will receive an additional one hundred twenty five dollars (\$125.00) per month in salary.~~ **Special Teams Pay and related special assignment pay shall be as set forth in the Memorandum of Understanding between the county and the PCLEMA.**

~~b. Undercover Assignment. Safety Management employees designated to work an undercover assignment shall be entitled to receive five hundred ninety five dollars (\$595.00) per month.~~

~~c. Certified Diver's pay equals one hundred twenty five dollars (\$125.00) per month.~~

~~d. Special Enforcement Team pay equals one hundred twenty five dollars (\$125.00) per month.~~

~~e. Hostage Negotiations Team pay equals one hundred twenty five dollars (\$125.00) per month.~~

fb. The above provisions do not apply to employees represented by the Placer County Deputy Sheriff's Association. Instead, Special Teams Pay and related special assignment pay shall be as set forth in the Memorandum of Understanding between the county and the PCDSA.

7. Cell Extraction Response Team (CERT) Pay—PPEO Correctional Officers. The county will pay one hundred twenty-five dollars (\$125.00) per month special team pay for those correctional officers assigned by the sheriff to participate on the CERT Team.

8. Night Shift Differential.

a. PPEO General and Professional Units and Confidential Employees.

i. For the purposes of this subsection, "regularly assigned to work," means the hourly work schedule assigned to each employee.

ii. All employees regularly assigned to work fifty (50) percent or more of their hours between the hours of five p.m. and six a.m. shall receive a night shift differential of seven and one-half percent of base pay for all hours worked.

iii. All employees regularly assigned to work fifty (50) percent or more of their hours between the hours of five p.m. and six a.m. shall continue to receive the seven and one-half percent shift differential even when they work hours outside of the five p.m. to six a.m. time period.

iv. All employees who are not regularly assigned to work fifty (50) percent or more of their hours between the hours of five p.m. and six a.m. shall receive a night shift differential of seven and one-half percent of base pay for all hours worked between the hours of five p.m. and six a.m., provided the employee works a minimum of three hours between the period of five p.m. and six a.m., excluding any hours that are part of the employee's regular shift.

b. ~~Deputy Sheriffs Unit~~**PCDSA**. Employees assigned to work fifty (50) percent or more of their hours between the hours of five p.m. and six a.m. on one or more shifts shall receive a shift differential of seven and one-half percent of base pay for all hours worked. Employees regularly assigned to work fifty (50) percent or more of their hours between the hours of five p.m. and six a.m. shall continue to receive the seven and one-half percent 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 (fifty (50) percent or more of the hours are between the hours of five p.m. and six a.m.).

c. ~~Safety Management~~**PCLEMA**. 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.

9. Rain Gear. Once every three years, employees assigned to the following areas shall be provided with rain gear, including coat, pants and boots, as deemed necessary by the appointing authority: roads, utility service workers, building maintenance, document solutions, central stores, animal control officers, TART bus drivers, building inspectors, mini-bus drivers, park and grounds workers, communications, garage, engineering technicians (when assigned field inspection duties), environmental health workers, IT analysts, IT technicians, and deputy probation officers assigned to field duties. The appointing authority can replace an employee's rain gear more often as they deem necessary.

10. Supplemental Compensation—Declared Snow Shift Assignments.

a. The county will pay an assignment differential of ten (10) percent of base salary to each employee assigned by the appointing authority, or designee, to perform snow removal duties. No employee will receive work out of class pay for the purpose of performing snow removal duties.

b. The number eligible and time period for which such status is available shall be determined jointly by the director of public works and the county executive office.

c. Such compensation shall be in addition to any overtime to which the employee is entitled under the provisions of Section 3.04.240, et seq.

11. Bi-Lingual Pay. PPEO Represented, Management, Confidential, ~~Deputy Sheriffs Unit~~ **PCDSA Represented** and ~~Safety Management~~ **PCLEMA Represented** Employees. Upon request of the department head and approval of the director of human resources, designated employees shall be paid an additional five percent 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 director of human resources have been completed.

12. Universal Technician Pay. Upon request of the department head, and approval by the director of human resources, the county will pay an additional five percent of base hourly rate, plus longevity if applicable, to employees who have been certified as a universal technician as required by 40 CFR Part 82, subpart F, and who are assigned duties in the department of facilities management that are consistent with that certification.

13. Tool Reimbursement. The following classifications shall receive a seven hundred fifty dollar (\$750.00) per year tool replacement allowance to be reimbursed quarterly in accordance with procedures established by the auditor controller's office. No more than one claim may be submitted for reimbursement in any calendar quarter. Classifications eligible for this personal reimbursement shall include:

11604	Automotive Mechanic
11605	Master Automotive Mechanic
11611	Equipment Mechanic
11613	Master Equipment Mechanic
11601	Equipment Service Worker I
11602	Equipment Service Worker II
13302	Supervising Mechanic

14. Jail Administrative Legal Clerk Training Pay. The county shall pay a differential of five percent of base salary to each employee in the classification of administrative legal clerk-journey and administrative legal clerk-senior who is assigned by the sheriff to work as a jail administrative legal clerk trainer. It shall be understood that the above-described training pay shall be paid to an employee only during the time assigned jail administrative legal clerk trainer responsibilities. Payment of said training pay to that employee shall cease at the time the sheriff

terminates the jail administrative legal clerk training responsibilities or reassigns training responsibilities to another employee.

15. Field or Jail Training Officer.

a. The county shall pay a differential of five percent 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 or as a jail training officer; provided that not more than twelve (12) employees shall receive the said five percent pay differential at any one time.

b. The county shall pay a differential of five percent of base salary to each employee in the classification of correctional officer II who is assigned by the sheriff to work as a jail training officer.

c. It shall be understood that the above-described salary differentials shall be paid to an employee only during the time they are assigned formal field training or jail training responsibilities. Payment of said differential to that employee shall cease at such time as the sheriff shall terminate the field training responsibilities or reassign same to another employee.

16. Public Safety Dispatcher Training Pay. The county shall pay a differential of five percent of base salary to each employee in the classification of public safety dispatcher II who is assigned by the sheriff to work as a dispatch trainer. It shall be understood that the above-described salary differential shall be paid to an employee only during the time they are assigned dispatcher trainer responsibilities. Payment of said differential to that employee shall cease at such time as the sheriff shall terminate the dispatcher trainer responsibilities or reassign same to another employee.

17. POST Dispatcher Certificate Pay. Employees permanently allocated to the classifications of public safety dispatcher I, public safety dispatcher II, supervising public safety dispatcher, and dispatch services supervisor will be eligible for the following certificate pays:

a. Incentive pay for possession of a POST dispatcher intermediate certificate will be one hundred dollars (\$100.00) per pay period.

b. Incentive pay for possession of a POST dispatcher advanced certificate will be one hundred twenty-five dollars (\$125.00) per pay period.

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

18. Lateral Signing Bonus. Public safety dispatcher II, supervising public safety dispatcher, and dispatch services supervisor; applicants with prior dispatch experience who are hired into permanently allocated positions will be eligible for the following one-time incentives upon their initial hire to the county:

a. An initial payment of one thousand five hundred dollars (\$1,500.00) will be added to the first paycheck earned, and

b. A second/final payment of one thousand dollars (\$1,000.00) will be paid out upon the successful completion of the entire probationary period as determined by the sheriff.

19. PPEO Professional Unit, Confidential and Management. The county shall pay a differential of five percent of base salary to each employee who obtains a certificate as a certified public accountant and who, with the concurrence of the county executive officer, makes use of the CPA in the course and scope of their employment.

20. Canine Pay. Sworn peace officers **represented by PCDSA or PCLEMA** and PPEO correctional officer classifications assigned by the sheriff or district attorney 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, annual physical exams, and inoculations. County-owned canines shall receive veterinary care from a county designated veterinarian. Canine handler-owned canines may receive treatment 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 department.

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 monetary investment, duties and responsibilities of a canine handler, in light of the on-duty time already being provided and includes 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 ensure 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.

21. Jail Incentive Pay.

a. The county will pay an assignment differential of five percent of base salary to each employee in qualifying jobs, assigned to report to and work within the jail facility on a regular full or part-time basis. The qualifying jobs are:

Accounting Assistant—Entry/Journey/Senior

Accounting Technician

Administrative Clerk—Entry/Journey/Senior

Administrative Legal Clerk—Entry/Journey/Senior

Administrative Legal Supervisor

Administrative Secretary

Building Craft Mechanic/Senior Building Craft Mechanic

Client Services Counselor—I/II/Senior

Client Services Practitioner—I/II/Senior

Custodian—I/II

b. Senior administrative legal clerks assigned to work as shift supervisors will receive an additional five percent of base salary.

22. LCSW/MFT/MFCC Pay. The county shall pay an additional five percent of base hourly rate, plus longevity if applicable, to each employee in the classifications of client services practitioner I/II/senior and client services program supervisor, who obtains a certificate as a licensed clinical social worker (LCSW); marriage and family therapist (MFT); marriage, family, child counselor (MFCC); licensed professional counselor (LPCC); licensed psychologist (Ph.D. and Psy.D.).

23. Work Boot/Safety Shoe Allowance.

a. Each employee in the classifications listed below shall receive an annual work boot/safety shoe allowance of three hundred dollars (\$300.00). The annual safety shoe allowance shall be paid in equal payments each pay period. Employees receiving such allowance shall be required to wear work boots or safety shoes at all times while performing their job duties.

- Agricultural and Standards Inspector I/II/Senior/Supervising
- Animal Care Attendant
- Animal Control Officer I/II/Senior/Supervising/Supervising Senior
- Assistant Road Superintendent
- Automotive Mechanic/Master Automotive Mechanic
- Building Crafts Mechanic/Senior/Supervising
- Building Inspector I/II/Senior/Supervising
- Bus Driver I/II/Senior
- Code Compliance Officer I/II/Supervising
- Custodian I/II/Senior/Supervising
- Emergency Services Specialist I/II/Senior
- Engineering Technician I/II
- Environmental Health Specialist—Registered—Assistant/Associate/Senior/Supervising
- Environmental Health Technical Specialist
- Environmental Health Technician I/II/Senior
- Equipment Mechanic/Master Equipment Mechanic
- Equipment Mechanic/Welder
- Equipment Operator/Equipment Operator—Senior
- Equipment Services Worker I/II
- Fleet Services Technician
- Information Technology Analyst I/II/Senior (Assigned to Telecommunications)
- Information Technology Technician I/II/Supervisor (Assigned to Telecommunications)
- Maintenance Worker
- Mechanic—Supervising
- Park and Grounds Worker/Senior/Supervising
- Road District Supervisor/Road District Supervisor—Senior
- Storekeeper
- Surveyor Assistant/Associate/Senior
- Traffic Sign Maintenance Worker/Senior
- Traffic Sign Supervisor/Traffic Sign Supervisor—Senior
- Transportation Supervisor
- Tree Trimmer/Tree Trimmer—Senior
- Tree Maintenance Supervisor/Tree Maintenance Supervisor—Senior

Utility Service Worker/Senior/Supervising
Utility Operations Supervisor
Waste Disposal Site Attendant/Senior/Supervisor
Wildlife Specialist

b. Administrative Dispatcher Assigned to Tahoe. Employees in the department of public works assigned to the classification of administrative dispatcher assigned to Tahoe shall receive an annual work boot/safety shoe allowance of one hundred fifty dollars (\$150.00) per year. The annual work boot/safety shoe allowance shall be paid in equal payments each pay period. Employees receiving such allowance shall be required to wear work boots or safety shoes at all times while performing their job duties.

24. Inmate Oversight Pay—PPEO Represented Employees. Inmate oversight pay shall be as set forth in the Memorandum of Understanding.

25. Wellness Incentive—~~Safety Management~~**PCLEMA. Wellness incentive pay shall be as set forth in the Memorandum of Understanding between the county and the PCLEMA.**

a. ~~Employees in the following classifications, if otherwise qualified pursuant to this section, shall receive a wellness incentive allowance of three hundred thirty five dollars (\$335.00) per month:~~

- ~~— Investigator~~ — Supervising District Attorney
- ~~— Sheriff's Captain~~
- ~~— Sheriff's Lieutenant~~

~~b. — An employee must qualify to receive the wellness incentive. In order to qualify for and to continue receiving the wellness incentive, employees within the above listed classifications shall:~~

~~i. — Annually present to their department head, or designee, competent proof via a county approved form, that they have had a physical exam consistent with the physical exam guidelines set forth by the United States Department of Health and Human Services and the U.S. Preventative Services Task Force by December 31st.~~

~~ii. — If an employee fails to meet the annual required deadline of December 31st, they will not continue to receive the wellness incentive effective the first full pay period after December 31st. However, if the employee subsequently provides the required documentation, they will qualify to receive the wellness incentive effective the first full pay period after the required documentation is received and approved.~~

~~c. — For the purpose of this section, participation in an activity to maintain physical fitness shall be elective and is not mandated by the county of Placer or its employees.~~

26. PPEO represented employees may receive a pay differential of two and one-half percent of base salary for special skill certification(s) and/or licenses. To qualify, the certification(s) shall meet the following criteria:

a. Certification/license is for the performance of duties required by the county and approved by the employee's appointing authority and the county executive officer.

b. Certification/license is for the performance of duties not specified in the employee's job classification and/or required as a minimum qualification.

c. Certification/license must be required by the state of California or a regulatory agency in order to perform or oversee the duties.

d. Certification/license must be renewable and be kept current.

e. Certification/license duties are not already identified for additional compensation in the current MOU between PPEO and the county.

The pay differential will cease under any of the following conditions:

- i. The employee’s duties or work assignment change,
- ii. The certification/license is no longer necessary or applicable,
- iii. The certification/license is not used or required to perform the duties, or
- iv. The employee fails to maintain the certification/license.

27. **Building Inspector Certificate Pay.** Certificates that are attained by employees in the classifications of building inspector I/II, senior, and supervising, beyond those presented to meet the minimum qualification as stated in the class specifications shall be compensated at the rate of fifty dollars (\$50.00) per certificate per month up to a maximum of two hundred dollars (\$200.00) per month for each of the certificates listed: plans examiner, plumbing, mechanical, electrical (commercial or residential). The county will reimburse a qualifying employee for all initial exams and renewal fees associated with the above certificates for up to three exams per year.

28. **Undercover Pay.** An employee within the following classifications designated by the sheriff and the chief probation officer to work an undercover assignment shall receive five percent additional compensation:

- Deputy Probation Officer I/II
- Senior and Supervising Deputy Probation Officer

29. **Confidential Pay.** Permanent employees in positions designated as confidential, as defined in the Placer County Employer and Employee Relations Policy, shall receive three and one-half percent additional pay.

30. **Licensure/Certification.** Management employees in the health and human services department who possess and use specialty licensure or certification which is above the minimum qualification and used during the normal course and scope of their position will receive a pay differential of five percent of base salary; example, licensed clinical social worker (LCSW).

31. **Tuition Reimbursement.** Pursuant to the terms and conditions set forth in the county’s tuition reimbursement policy, classified management employees are eligible for tuition reimbursement in the amount of one thousand two hundred dollars (\$1,200.00) per calendar year. PPEO and PCDSA represented employees may be eligible for tuition reimbursement pursuant to the applicable memorandum of understanding.

32.

ADMIN.

CODE	CLASSIFICATION TITLE
15585	Architectural Assistant I *a
14210	Architectural Assistant II *a
14207	Assistant Surveyor *b
13545	Capital Improvements Manager *a
14202	Engineer – Assistant *b
13522	Property Manager *a
13519	Utility Program Manager *b

*a All employees in this class shall be paid at the corresponding step of the next higher salary grade upon presentation of the certificate of registration as a licensed architect issued by the California State Board of Architectural Examiners.

*b The county will pay an additional five percent of the base hourly rate, plus longevity if applicable, upon presentation of a certificate of registration as a civil engineer or land surveyor issued by the California State Board of Registration for Professional Engineers.

33. All pays listed in this section must meet the CalPERS definition of special compensation to be considered reportable. CalPERS solely determines whether any or all pays listed in this section meet the CalPERS definition of special compensation for the calculation of retirement benefits. The county is not responsible for reporting any pays not determined by CalPERS to be reportable. (Ord. 6068-B § 1, 2021; Ord. 6062-B § 1, 2020;

Ord. 5991-B § 1, 2019; Ord. 5903-B § 2, 2018; Ord. 5894-B § 4, 2017; Ord. 5885-B § 3, 2017; Ord. 5879-B § 11, 2017; Ord. 5835-B § 1, 2016; Ord. 5766-B § 1, 2015; Ord. 5740-B §§ 15—18, 2014; Ord. 5719-B § 3, 2013; Ord. 5700-B § 37, 2013; Ord. 5683-B § 49, 2012; Ord. 5608-B § 6, 2010; Ord. 5597-B, 2010; Ord. 5572-B § 17, 2009; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5472-B, 2007; Ord. 5451-B, 2007; Ord. 5448-B, 2007; Ord. 5447-B, 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; Ord. 5441-B, 2007; Ord. 5428-B, 2006; Ord. 5426-B, 2006; Ord. 5422-B, 2006; Ord. 5414-B, 2006; Ord. 5410-B, 2006; Ord. 5396-B, 2006; Ord. 5391-B, 2005; Ord. 5386-B, 2005; Ord. 5382-B, 2005; Ord. 5379-B, 2005; Ord. 5372-B, 2005; Ord. 5363-B, 2005; Ord. 5361-B, 2005; Ord. 5349-B, 2005; Ord. 5343-B, 2004; Ord. 5337-B, 2004; Ord. 5336-B, 2004; Ord. 5334-B, 2004; Ord. 5314-B, 2004; Ord. 5312-B, 2004; Ord. 5311-B, 2004; Ord. 5309-B, 2004; Ord. 5303-B, 2004; Ord. 5297-B, 2004; Ord. 5288-B, 2004; Ord. 5286-B, 2004; Ord. 5281-B, 2004; Ord. 5279-B, 2003; Ord. 5267-B, 2003; Ord. 5263-B, 2003; Ord. 5261-B, 2003; Ord. 5260, 2003; Ord. 5257-B, 2003; Ord. 5256-B, 2003; Ord. 5254-B, 2003; Ord. 5247-B, 2003; Ord. 5240-B, 2003; Ord. 5230-B, 2003; Ord. 5224-B, 2003; Ord. 5216-B, 2002; Ord. 5215-B, 2002; Ord. 5205-B, 2002; Ord. 5203, 2002; Ord. 5197-B, 2002; Ord. 5194-B, 2002; Ord. 5193-B, 2002; Ord. 5189-B, 2002; Ord. 5186-B, 2002; Ord. 5172-B, 2002; Ord. 5165-B, 2002; Ord. 5164-B, 2002; Ord. 5163-B, 2002; Ord. 5160-B, 2002; Ord. 5153-B, 2002; Ord. 5150-B, 2002; Ord. 5139-B, 2001; Ord. 5138-B, 2001; Ord. 5137-B, 2001; Ord. 5115-B, 2001; Ord. 5099-B, 2001; Ord. 5100-B, 2001; Ord. 5107-B, 2001; Ord. 5111-B, 2001; Ord. 5095-B, 2001; Ord. 5089-B, 2001; Ord. 5085, 2001; Ord. 5083-B, 2001; Ord. 5075-B, 2001; Ord. 5069-B, 2000; Ord. 5062-B, 2000; Ord. 5058-B (Attach. 1, 2, 5, 6, 7, 8, 9, 28, 30), 2000; Ord. 5044-B, 2000; Ord. 5040-B, 2000; Ord. 5032-B, 2000; Ord. 5029-B (Attach. A, D, F), 2000; Ord. 5028-B, 2000; Ord. 5026, 2000; Ord. 5017-B, 2000; Ord. 5014-B, 2000; Ord. 4998-B, 1999; Ord. 4988-B, 1999; Ord. 4986-B, 1999; Ord. 4970-B, 1999; Ord. 4967-B, 1999; Ord. 4963-B, 1999; prior code § 14.3000)

3.12.080 Tahoe branch assignment premium.

Employees meeting the following criteria shall receive the following monthly additional compensation:

A. Confidential, Management, ~~Safety Management~~, and Unclassified Employees permanently assigned to a position located in the North Lake Tahoe area and who reside within fifty (50) driving miles of the Placer County Tahoe Administrative Center, located at 775 N. Lake Blvd in Tahoe City, will qualify for the Tahoe Branch Assignment Premium.

1. Effective the first pay period following July 1, 2019, Tahoe Branch Assignment Premium shall be eight hundred and seventy-five dollars (\$875.00) per month.
2. Employees will be required to request the Tahoe Branch Assignment Premium and will need to demonstrate and certify residency within the specified areas.
3. Employees will be required to notify Human Resources if they no longer reside in an area qualifying for Tahoe Branch Assignment Premium.
4. Employees already receiving Tahoe Branch Assignment Premium at the time this ordinance is effective will continue to receive the premium for the uninterrupted and continuous duration of the employee's position in the North Lake Tahoe area. If an employee no longer occupies a position in the North Lake Tahoe area, but resumes a position in the North Lake Tahoe area after the adoption of this agreement, the residency requirement of this section will apply to the employee upon re-occupying the same or different position in the North Lake Tahoe area.
5. Residency under this section shall be determined in accordance with California Government Code Section 244.

B. For employees represented by the Placer County Law Enforcement Management Association, Tahoe Branch Assignment Premium Pay shall be as set forth in the Memorandum of Understanding between the county and the PCLEMA.

BC. For employees represented by the Placer County Deputy Sheriff's Association, Tahoe Branch Assignment Premium Pay shall be as set forth in the Memorandum of Understanding between the county and the PCDSA.

CD. For employees represented by the Placer Public employees Organization, Tahoe Branch Assignment Premium shall be as set forth in the Memorandum of Understanding between the county and the PPEO. (Ord. 5986-B § 2, 2019; Ord. 5894-B § 6, 2017; Ord. 5885-B § 4, 2017; Ord. 5879-B § 9, 2017; Ord. 5835-B § 3, 2016; Ord. 5749-B § 2, 2014; Ord. 5747-B § 2, 2014; Ord. 5740-B § 20, 2014; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; Ord. 5309-B, 2004; Ord. 5058-B (Attach. 26), 2000; Ord. 5029-B (Attach. E), 2000; prior code § 14.3092)

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

In the matter of: An ordinance implementing salary adjustments for employees represented by the Placer County Law Enforcement Management Association.

Ordinance No.: _____

Introduced: August 31, 2021

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:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

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

Section 1. This ordinance implements salary adjustments for employees represented by the Placer County Law Enforcement Management Association (LEMA) as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2. This ordinance shall be effective September 11, 2021 unless otherwise set forth in Exhibit A.

Section 3. That this ordinance is adopted as an un-codified ordinance.

EXHIBIT A

Salary Adjustments for Employees Represented by the Placer County Law Enforcement Management Association

Salary Adjustments

PCLEMA represented employees shall receive general wage increases as follows:

1. Four and one-quarter percent (4.25%) effective February 12, 2022 (pay date March 11, 2022); and
2. Four and one-half percent (4.50%) effective February 11, 2023 (pay date March 10, 2023).

Equity Adjustments for Certain Classifications

A one-time salary equity adjustment will be implemented for the following classifications:

1. One percent (1%) increase for Sheriff's Captain; and
2. Three percent (3%) increase for Investigator – Supervising District Attorney.

