

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

In the matter of:

Imposed Terms to the Placer County Deputy
Sheriffs' Association.

Resolution No.: 2021-301

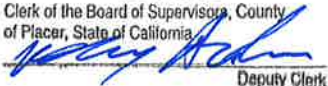
The following Resolution was duly passed by the Board of Supervisors of the County of
Placer at a regular meeting held September 14, 2021, by the following vote:

Ayes: GORE, HOLMES, GUSTAFSON, WEYGANDT

Noes: JONES

Absent: NONE

THE FOREGOING INSTRUMENT IS A CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST

MEGAN WOOD
Clerk of the Board of Supervisors, County
of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage.


Chair, Board of Supervisors

Attest:


Clerk of said Board

WHEREAS, the Placer County Deputy Sheriff's Association (DSA) represents approximately 248 employees including Deputy Sheriffs, Sheriff's Sergeants, District Attorney Investigators, and Welfare Fraud Investigators; and

WHEREAS, the DSA has been without a labor agreement since July 1, 2018; and

WHEREAS, negotiations for a new contract were in progress since March 2018 and concluded with an agreement to begin new negotiations in 2019; and

WHEREAS, after commencing a new round of negotiations in 2019 involving extensive meetings and a variety of proposals to further the County of Placer's goals to avoid

uncontrolled cost escalation, align with the labor market in neighboring counties, and promote long-term fiscal sustainability, the parties were unable to reach agreement; and

WHEREAS, the parties exhausted impasse procedures including voluntary mediation with the Public Employment Relations Board's Mediation and Conciliation Service and submission of the issues to an advisory factfinding panel consistent with the Meyers-Milias-Brown Act without satisfactory furtherance of the County's goals; and

WHEREAS, County negotiators recommend imposing terms consistent with the County's last negotiating position, proposed to the DSA on December 8, 2020.

BE IT RESOLVED, that the Board of Supervisors, County of Placer, State of California, does hereby impose on the Placer County Deputy Sheriffs' Association the provisions contained within the Imposed Terms to the Deputy Sheriffs' Association attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the County Executive Officer shall have the authority to determine and is directed to take all necessary actions to implement the provisions with the Imposed Terms to the Deputy Sheriffs' Association.

Exhibit A: Imposed Terms to the Placer County Deputy Sheriffs' Association

EXHIBIT A

**IMPOSED TERMS BY THE COUNTY OF PLACER
TO THE PLACER COUNTY DEPUTY SHERIFF’S ASSOCIATION (PCDSA)**

All items become effective the first full pay period after adoption by the Board of Supervisors unless otherwise indicated herein.

1. SALARY INCREASES

Deputy Sheriff Trainee	1.09%
Deputy Sheriff I	1.09%
Assistant Deputy Sheriff I	1.09%
Deputy Sheriff II	1.09%
Sheriff’s Sergeant	1.41%
Investigator – District Attorney	1.41%
Investigator – Welfare Fraud/Child Support	1.41%
Investigator – Welfare Fraud – Supervising	1.41%

2. PERS PRE-RETIREMENT OPTION SETTLEMENT 2 DEATH BENEFIT

The CalPERS Pre-Retirement Optional Settlement 2 Death Benefit for the local safety retirement formula beneficiaries has been implemented, which increases the death benefit for the surviving spouses of employees who die prior to retirement.

3. MEAL REIMBURSEMENT

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

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

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

- b. Meal Allowance for Overnight Travel. Employees will receive a per diem rate for meals when traveling on County business on a temporary basis (one year or less), that results in the employee being away from the location of the employee's principal place of business overnight.
- c. Meal Allowance due to Emergency Situations. Department heads or their designee, with the prior verbal approval of the County Executive, may authorize meal allowance expenditures for employees during emergencies or extraordinary or unusual circumstances such as natural disasters; severe inclement weather; imminent or actual failure of county facilities, systems, or processes; a health or safety emergency or threat; or extended search and rescue activities. Such verbal approval is effective for not more than 72 hours but may be extended by written approval of the County Executive for an indefinite period of time.
- d. Employer Provided Meals. With the prior approval of the County Executive, the Department Head may provide, on County facilities, meals to County employees for a substantial non-compensatory reason in one of the following circumstances:
 - i. Employees on shift that are required by their direct supervisor to stay on the work site in case they are needed for emergencies or other business needs during the meal period (example: A Sheriff's Deputy or Sergeant working in the jail);
 - ii. The nature of the assignment (not merely a preference) requires a short meal period.
- e. The Department Head or designee must authorize all meal allowance expenditures in advance. Meals and incidentals are reimbursed according to the Federal per diem GSA (General Services Administration) guidelines <http://www.gsa.gov> for the travel destination if the travel is overnight and approved by the Department Head. A receipt is not necessary to receive the per diem meal allowance amount. Information sufficient for the Auditor to determine that the allowance is being paid under one of the above provisions will be required prior to the allowance being paid.
- f. Incidental Expenses. An employee traveling overnight may receive the combined meal and incidental expense Federal Domestic Per Diem Rate to cover incidentals. The incident amount is intended to pay for fees and tips given to porters, baggage carriers, hotel staff, etc.

4. 401(K) CONTRIBUTION IN LIEU OF HEALTH INSURANCE

All PCDSA represented employees who elect to opt out of the CalPERS Health plan, because the employee has other creditable coverage available, and elect to participate in the In Lieu of Health (ILH) option, will receive a County contribution of a flat dollar amount of \$140 per pay period to their 401(k) account upon providing proof of other creditable group health insurance coverage and completing the Group Health Plan Coverage ACT Opt Out form. Individual or Government Exchange programs are not "creditable" coverage.

5. ORGANIZATIONAL LEAVE – RELEASE TIME

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

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

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

6. FITNESS FOR DUTY EVALUATION DURING EMPLOYMENT

a. Fitness for Duty Evaluation

- 1) When, in the judgment of the appointment authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate the employee's capacity to perform the duties of the position, the appointing authority shall require the employee to undergo a fitness for duty medical or psychological evaluation. Such evaluation shall be by a physician or psychologist selected by the county.
- 2) The examining physician or psychologist shall state whether, in their opinion, the employee is able to properly perform the essential job duties/functions of the position. Such determination shall be based upon the essential job duties/functions and the diagnosis or injury/illness, and whether the employee's condition can be remedied within a reasonable period of time.
- 3) If the examining physician or psychologist finds the employee unfit to perform the essential job duties/functions of the position, the employee may, within fourteen (14) calendar days after notification of the determination, submit a written request to the county disability management administrator to provide additional information to the examining physician or psychologist for review. The additional information provided must be relevant to the nature and extent of the medical condition(s) which relates to the employee's inability to perform essential job duties/functions. All costs associated with obtaining/providing additional medical information relating to this appeal are the financial responsibility of the employee.
- 4) Further medical information provided by the employee will then be submitted directly to the examining physician or psychologist who completed the initial review. The physician or psychologist will review the additional information and determine whether or not the employee can properly perform the essential job duties/functions of the position. The employee shall not be entitled to a second evaluation by another physician or psychologist.

b. Disability Review Process: Action by the Appointing Authority

- 1) If it is determined that the employee cannot perform the essential job duties/functions of the classification in which they are employed, with or without reasonable accommodation, due to a medical or psychological condition that meets the disability criteria under federal and state statutes, the County may take the following actions, as appropriate.
- 2) Engage in an interactive process with the employee and as a reasonable accommodation may consider reassignment to an alternate classification based on the following criteria:

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

c. Appeal Process:

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

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

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

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

7. TAHOE BRANCH ASSIGNMENT PREMIUM PAY

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

- a. Tahoe Branch Assignment Premium shall be eight hundred seventy-five dollars (\$875) per month.
- b. Effective upon adoption, employees hired into or transferring into a position located in the North Lake Tahoe area and who have a primary residence or rent a dwelling within 50 driving miles of the Placer County Sheriff's Office Burton Creek substation will qualify for the Tahoe Branch Assignment Premium.
 - 1) Employees will be required to request Tahoe Branch Assignment Premium pay and will need to demonstrate and certify residency or rental of a dwelling within the specified areas.
 - 2) Employees will be required to notify Human Resources if they no longer reside or rent a dwelling in an area qualifying for Tahoe Branch Assignment Premium Pay.
 - 3) Employees already receiving Tahoe Branch Assignment Premium Pay at the time this is adopted by the Board of Supervisors will continue to receive the premium for the uninterrupted and continuous duration of the employee's position in the North Lake Tahoe area, but resumes a position in the North Lake Tahoe area after the adoption, 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.
 - 4) "Primary residence" shall be determined in accordance with the Government Code Section 244.

8. OUT-OF-CLASS PAY

- a. In line with the principle that an employee assigned to work in a position having discernibly higher job duties should receive higher pay, positions within the classified service may be applicable for work-out-of-class assignment as set forth in subparagraph (b).
- b. Individual employees may be certified by the Human Resources Department as being eligible for work-out-of-class pay when so assigned by the Appointing Authority or designate of that Appointing Authority.
- c. Procedure:
 - 1) Positions will be eligible for out-of-class pay when work conditions warrant. Other positions shall be considered as current developments cause out-of-class assignments.
 - 2) The Human Resources Department shall verify that employees in certain positions are eligible to receive out-of-class pay.
 - 3) An out-of-class assignment shall be made:
 - i. When the position is vacant due to absence of the incumbent when ill, on vacation, or other valid reason.
 - ii. When workloads necessitate the assignment of employees to supplement a specific position or perform new assignments.
 - 4) An out-of-class assignment for training purposes may be excluded from out-of-class compensation provided such training purposes can be adequately demonstrated.
 - 5) Administration of the out-of-class procedure shall be as follows:
 - i. No out-of-class compensation will be considered or paid for assignments of two (2) workdays or less.

- ii. Additional compensation for working out of class shall be no less than a minimum of five (5) percent or exceed a maximum of fifteen (15) percent.
- iii. Out of class pay may be approved by the Appointing Authority for up to 14 days; from 15 days up to and including 180 days requires approval of the Human Resources Director. Any extension beyond 180 days shall require the concurrence of the Civil Service Commission.

The Human Resources Department shall hear any contention that an employee is actually working out of class. In the event of an adverse decision by the Human Resources Department, the employee concerned and/or the employee's representative shall have the right to appeal such decision to the Civil Service Commission.

9. BILINGUAL PAY

Upon request of the Department Head, and approval by the Human Resources Director, designed employees shall be paid an additional \$464 per month for the use of a second language in the normal course and scope of work. Sign language shall constitute a second language within the meaning of bilingual pay provided that the requisite certification procedures as defined by the Human Resources Director have been completed.

10. TRAINING OFFICER PAY

The County shall pay a differential of \$389 per month to each employee in the classification of Deputy Sheriff II who is assigned by the Sheriff to work as a Field Training Officer (FTO) or as a Jail Training Officer (JTO) provided that not more than twelve (12) employees shall receive said pay at any one time.

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

11. LONGEVITY PAY

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

- a. Longevity Pay 1 (5%): An employee is either eligible for five percent (5%) longevity pay upon meeting the requirements in EITHER item 1) OR 2) but cannot earn both:
 - 1) Each permanent employee who has been at step 5 of their salary grade in the same classification for 10,400 paid hours (five years full-time paid service) with Placer County shall receive a one-time five percent (5%) increase in their then current base hourly rate. This special compensation shall not be reportable to CalPERS.

- 2) Each permanent employee who has at least 20,800 paid hours (ten years full-time paid service) with Placer County shall receive a five percent (5%) increase in their then current base hourly rate.
 - b. Longevity Pay 2 (additional 5% for a total of 10%): Each permanent employee who has at least 41,600 paid hours (twenty years of full-time paid service) with Placer County shall receive an additional five percent (5%) increase of their then current base hourly rate.
 - c. Employees who separate from County service but who reinstate at a future date will follow the reinstatement provisions for eligibility for longevity pay; within two (2) years maintains prior eligibility; two (2) years or more is treated as a new employee.
 - d. Any form of overtime hours, extra-help hours and time off without pay regardless of the reason will not be included for purposes of eligibility for longevity.

12. DETECTIVE DIVISION PREMIUM PAY

Effective upon adoption, an employee designed by the Sheriff to work in the Investigations Division, or by the District Attorney to work in an investigations' division in an undercover capacity, shall receive an additional \$510 per month.

13. CAREER AND EDUCATION INCENTIVE

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

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

- Deputy Sheriff I
 - Deputy Sheriff II
 - Sheriff's Sergeant
 - Investigator – District Attorney
 - Investigator-Welfare Fraud
 - Investigator – Welfare Fraud Supervising
- a. Effective the beginning of the pay period following adoption, incentive pay for possession of a POST Intermediate certificate shall be as follows:

i. Deputy Sheriff I	\$735 per month
ii. Deputy Sheriff II	\$1,030 per month
iii. Sheriff's Sergeant	\$1,225 per month
iv. Investigator – District Attorney	\$1,285 per month
v. Investigator – Welfare Fraud	\$1,285 per month
vi. Investigator – Welfare Fraud – Supervising	\$1,385 per month
 - b. Effective the beginning of the pay period following adoption, incentive pay for possession of a POST Advanced certificate shall be as follows:

i. Deputy Sheriff I	\$1,040 per month
ii. Deputy Sheriff II	\$1,460 per month
iii. Sheriff's Sergeant	\$1,735 per month
iv. Investigator – District Attorney	\$1,825 per month
v. Investigator – Welfare Fraud	\$1,825 per month
vi. Investigator – Welfare Fraud – Supervising	\$1,960 per month

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

Full-time permanent employees in the above listed classifications will be eligible for educational incentive pay of:

- \$100 per pay period for an Associate's degree (AA) or
- \$125 per pay period for a Bachelor's degree (BA) or
- \$175 per pay period for a Master's degree (MA)

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

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

14. NIGHT SHIFT DIFFERENTIAL

- a. Employees other than those regularly assigned to work at the jail shall receive a shift differential of \$4.41 per hour for any hours worked during 4:30 p.m. and 6:30 a.m., provided they work a minimum of one hour during that time period.
- b. Employees regularly assigned to work at the jail shall receive a shift differential of \$4.41 per hour for any hours worked between 4:30 p.m. and 6:30 a.m., provided they work a minimum of three hours during that time frame.
- c. Employees regularly assigned to work 50% or more of their hours between the hours of 4:30 p.m. and 6:30 a.m. shall continue to receive the \$4.41 per hours shift differential even when they work additional shifts that would otherwise not qualify for shift differential payments.
- d. For purposes of this section, "Regularly assigned to work" means the hourly work schedule assigned on a quarterly basis to each employee.

15. EMPLOYEE'S CALPERS CONTRIBUTION

Tier 1: Employees Hired Prior to January 1, 2011

- a. **CalPERS Miscellaneous Employees.** Effective the first pay period after adoption by the Board of Supervisors, employees hired prior to January 1, 2011, represented by the PCDSA and included in the CalPERS miscellaneous retirement plan will pay 4% of their CalPERS employee contribution. The County will pay 4% of the employee's contribution.

- b. **CalPERS Safety Employees.** Effective the first pay period after adoption by the Board of Supervisors, employees hired prior to January 1, 2011, represented by the PCDSA and included in the CalPERS safety retirement plan will pay 6.25% of their CalPERS employee contribution. The County will pay 2.75% of the employee's contribution.

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

- a. CalPERS Miscellaneous Employees. Employees hired on or after January 1, 2011, will pay 7% of their CalPERS employee contribution.
- b. CalPERS Safety Employees. Employees hired on or after January 1, 2011, will pay 9% of their CalPERS employee contribution.

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

- a. CalPERS Miscellaneous and Safety PEPRA Employees. New employees hired on or after January 1, 2013, will pay at least 50% of the total normal cost rate of their defined benefit plan or the current contribution rate of similarly situated employees, whichever is greater.
- b. CalPERS "Classic" PEPRA Employees
 - 1) Miscellaneous "Classic" Employees. Employees hired on or after January 1, 2013, will pay 7.0% of their CalPERS employee contribution.
 - 2) Safety "Classic" Employees. Employees hired on or after January 1, 2013, will pay 9.0% of their CalPERS employee contribution.

16. HEALTH CARE

- a. Effective January 1, 2022, the County shall pay up to 80% of the total premium for the PORAC health plan offered by the County.
- b. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the county (Section a. above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid by the County, the County's contribution shall be limited to the cost of the selected plan premium.

17. DENTAL INSURANCE

- a. PCDSA represented employees will pay for the full cost for dependents and any future rate increases associated with dependent coverage in the dental plan. The County will continue to pay for the employee only cost.
- b. Eligibility, benefits, and covered services are described in the County's dental plan document and evidence of coverage.
- c. The County will notice and, if requested by PCDSA, meet and confer over any plan changes.

18. VISION CARE

- a. PCDSA represented employees will pay for the full cost for dependents and any future rate increases associated with dependent coverage in the vision plan. The County will continue to pay for the employee only cost.
- b. Eligibility, benefits, and covered services are described in the County's vision plan document and evidence of coverage.
- c. The County will notice and, if requested by PCDSA, meet and confer over any plan changes.

19. RETIREE DENTAL INSURANCE

- a. The County will contribute the employee-only premium rate for dental insurance coverage for retirees from classifications represented by PCDSA, provided that their retirement date is on or after July 1, 2000.
- b. Employees who retired prior to July 1, 2000, are not eligible for this benefit.
- c. Employees hired on or after November 23, 2010, are not eligible for this benefit.

20. FOURTEEN DAY WORK PERIOD

Employees subject to the provision of 207(k) of the Fair Labor Standards Act (FLSA) shall work a regularly recurring fourteen-day work period, consistent with the County's pay period schedule. Time worked in excess of an employee's regularly scheduled shift or in excess of 80 hours during the work period shall be compensated at time and one-half or compensatory time earned at time and one-half, pursuant to Section 7.2 of this MOU. Within such work period are work schedules and shift assignments, as determined by the Sheriff's Office and District Attorney's Office.

21. COURT OVERTIME

- a. When an employee is required to appear in court in connection with work, on the employee's day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be four (4) hours at time and one half.
- b. When an employee is scheduled for a court appearance on the employee's day off and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled appearance, the employee shall receive two (2) hours pay at the employee's overtime rate.

22. STAND-BY PAY

- a. Stand-by duty requires the employee so assigned:
 - 1) to be ready to respond to calls for service; and
 - 2) to be reachable to respond to calls for service; and
 - 3) to refrain from activities which might impair the employee's ability to perform assigned duties.
- b. Stand-by duty may only be assigned by a Department Head, or designated representative.
- c. Stand-by pay shall not be deemed overtime compensation for purposes of the Placer County Code, Section 3.04.230.

- d. Stand-by duty shall be compensated at a flat rate of twenty-seven dollars (\$27) for weekdays and thirty dollars (\$30) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned. Weekdays are defined as Monday 12:01 a.m. through Friday midnight. Holidays are defined as the County declared holiday from 12:01 a.m. to midnight.

23. CANINE PAY

Those employees assigned by the Sheriff to the duty of supervision, care and feeding of a canine, as "Canine Handlers," shall receive canine pay of five (5) hours per 14-day work period, paid at the overtime rate of time and one-half the employee's base hourly rate of pay.

- a. All veterinary care and maintenance of the canine is to be provided at County expense. It is agreed that care and maintenance include veterinary care necessary to prevent and treat injuries and diseases and includes annual physical exams and inoculations. Canines shall receive veterinary care from a County designated veterinarian or one of the Canine Handler's choosing. Veterinary expenses incurred through County designated veterinarians will be paid by the County through direct billing by the veterinarian. Expenses incurred through a veterinarian of the Canine Handler's choice will be paid by reimbursement to the Canine Handler for receipted claims, provided that in no event shall reimbursement exceed the amount normally paid to a County designated veterinarian for the same or similar service. Food for the canine will be provided at the expense of the County through an established Blanket Purpose Order and Policy developed by the Sheriff's Office.
- b. The County will provide for the replacement of the canine should it be disabled or killed as a result of a line of duty injury or accident at no expense to the Canine Handler.
- c. This care and maintenance pay is granted in recognition of the personal duties and responsibilities of a Canine Handler, in light of the on-duty time already being provided and include the time spent by the Canine Handler employee while off duty in the care and maintenance of the assigned canine, as well as reimbursement of canine related expenses. It represents good faith compensation associated with the daily care and maintenance of a canine outside the normal hours of work of the assigned Canine Handler employee during the month. The intent of this pay is to 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.

24. SPECIAL TEAMS PAY

Effective the first full pay period following adoption, the special pay will be paid as follows for those employees assigned by the Sheriff to the following special teams, without regard to call out:

- a. Special Enforcement Team pay of \$150 per month.
- b. Certified Divers Pay of \$150 per month.
- c. Hostage Negotiations Team pay of \$150 per month.
- d. Explosive Ordinance Detail pay of \$150 per month.
- e. Air Support Team pay of \$150 per month.