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Superior Court of California,
County of Placer
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLACER

PLACER COUNTY DEPUTY SHERIFFS' ASSOCIATION and NOAH FREDERITO, Petitioners, vs. COUNTY OF PLACER, Respondent.	Case No.: S-CV-0047770 **AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF** [Code Civil Proc. §1085] [California Election Code § 9125]

Petitioners PLACER COUNTY DEPUTY SHERIFFS' ASSOCIATION and NOAH FREDERITO (collectively referred to as "Petitioners") allege the following:

1. Petitioner PLACER COUNTY DEPUTY SHERIFFS' ASSOCIATION ("DSA") is a non-profit organization that was formed to support current and retired sworn members of the Placer County Sheriff's Office. The DSA is the labor organization recognized by Placer County as the exclusively recognized employee organization and bargaining agent of employees in the classifications of Sheriff's Deputies. The DSA has over 250 active members. The DSA's representation of its members includes enforcement of their legal rights and obligations.

2. Petitioner NOAH FREDERITO ("Frederito") is, and at all times herein-mentioned was, employed by Respondent COUNTY OF PLACER in the capacity of Deputy Sheriff. Petitioner Frederito has been employed by the County of Placer as a Deputy Sheriff since 2013 to the present. He has been the President of the DSA since 2018.

3. Respondent COUNTY OF PLACER ("County") is, and at all times relevant to this action was a political subdivision, a public agency, corporate and public, organized and existing under the Laws of the State of California and the Charter of the County of Placer. The County is, and at all times herein mentioned was, a public agency within the meaning of Government Code section 3501(c), subject to the provisions of the Meyers-Milias-Brown Act ("MMBA"), and is obligated to comply with the laws of the State of California and the United States and California Constitution. The County has, and at all time herein mentioned had, a clear, present, and ministerial duty to comply with the California Elections Code.

4. California Elections Code section 9125 provides:

> No ordinance proposed by initiative petition and adopted either by the board of supervisors without submission to the voters or adopted by the voters shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance. In all other respects, an ordinance proposed by initiative petition and adopted shall have the same force and effect as any ordinance adopted by the board of supervisors.

A Brief History of County Code § 3.12.040 (Measure F)

5. Placer County voters passed Measure F in 1977, and its terms were codified in Placer County Code ("County Code") section 3.12.040 "Salaries—Placer County sheriff's ordinance initiative." Immediately prior to the County's September 28, 2021 repeal of section 3.12.040, it stated as follows:

> A. The board of supervisors shall, at least annually, determine the existing maximum salaries for the Nevada County sheriff's office, El Dorado County sheriff's office, and Sacramento County sheriff's office for each class of position employed by said agencies.
>
> B. Effective January 1, 1977, and effective January 1st of each year thereafter the board of supervisors shall, during the month of January, determine the average salary for each class of position as set forth herein, and beginning the first period following January shall fix the average salary for each class of position in the Placer County sheriff's office at a level equal to the average of the salaries for the comparable positions in the Nevada County sheriff's office, El Dorado County sheriff's office and the Sacramento County sheriff's office.

C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:

1. Corporal, sergeant, deputy.

D. The provisions of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of county employees or officers who are not elected by popular vote.

6. Measure F requires the Board of Supervisors ("Board") to annually determine the maximum salaries for corporals, sergeants, and deputies in Nevada, El Dorado, and Sacramento County Sheriff's offices. The Board must "determine the average salary of each class of position" and "shall fix the average salary for each class of positions in the Placer County sheriff's office at a level equal to the average salaries in the comparable positions" in those counties.

7. In 1980, voters established the Placer County Charter by adopting Measure K, which is also codified in the County Code. County Code section 302(b) provides:

> The Board shall:
>
> (b) Provide, by ordinance, for the number of assistants, deputies, clerks, and other persons to be employed from time to time in the several offices and institutions of the county, and for their compensation.

8. County Code section 603 provides:

> All laws of the county in effect at the effective date of this Charter shall continue in effect according to their terms unless contrary to the provisions of this Charter, or until repealed or modified pursuant to the authority of this Charter or the general law.

9. Since the adoption of the Placer County Charter and prior to the County's contract negotiations with Petitioner in 2020, the County has consistently construed Measure F's salary setting provisions as harmonious with the County Charter's general grant of authority to provide for compensation. During this period, the County deemed Measure F in full force and effect as recognized by section 603.

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10. Prior to 2020, the County consistently represented to representatives of the DSA that Measure F was binding on the County and that the County could not negotiate base salaries that deviated from Measure F, even when both parties desired to do so.

11. County officials made similar representations to the public.

12. In the early 2000s, the County and DSA agreed that salaries exceeding Measure F would help stem recruitment and retention concerns. In 2002, both the County and DSA wanted to negotiate a base salary that deviated from the Measure F formula. However, the County's representatives informed the DSA that Measure F formula set the base salary. As a result of the then mutual desire to eliminate Measure F, the County agreed to place "Measure R" on the ballot seeking to repeal Measure F. (Exhibit A – Measure R.) Measure R stated: "Shall Placer County Code, Chapter 3, Section 3.12.040 (also known as Measure F) be amended to remove that section in its entirety, thereby repealing that provision which requires the Placer County Sheriff Deputy salaries be set by averaging the Sheriff Deputy salaries of Nevada County, Sacramento County and El Dorado County?" (*Ibid.*) Measure R did not pass. A true and correct copy of the Measure R election materials and results is attached hereto as Exhibit A.

13. In 2003, the then County CEO wrote an editorial wherein he unequivocally explained to the public that Measure F remained in full force and effect unless and until modified or repealed by the voters. He also explained that Measure F operated to set base salaries for most DSA members. In the Gold Media Article, he wrote "The public may not be aware that the county must adhere to the voter-approved Proposition F measure that sets salaries… The county is unable to change the Proposition F formula. Only the voters of Placer County can do that." A true and correct copy of this article is attached hereto as Exhibit B.

14. In 2006, the County again attempted to repeal Measure F by placing "Measure A" on the ballot, which admitted that Measure F remained in full force and effect so that "salaries are fixed according to a formula using the average salaries of similar positions in designated counties." County Counsel, Anthony La Bouff stated, "A "NO" vote on this Measure is a vote to retain the existing ordinance." Measure A did not pass. A true and correct copy of the Resolution placing Measure A on the ballot and the Measure A election results is attached hereto as Exhibit C.

15. Petitioner is informed and believes and therefore alleges that the voters retained Measure F, at least in part, to ensure that DSA members' base salary remains comparable to the salaries of deputies in the surrounding counties while reducing to likelihood of labor disputes between the County and DSA.

16. After the 2006 election results, the DSA accepted the judgement of the voters.

17. The DSA and County subsequently negotiated labor contracts that incorporated the Measure F formula for base pay and also increased total compensation to remain competitive in the labor market. The parties agreed upon numerous incentive, education, and assignment pays, as well as a benefits package, so that base salaries only represented about half of the DSA compensation package.

18. After 2006, Measure F also ensured that DSA members' base salaries remained during periods where the parties remained out of contract, preventing an exodus of experienced deputies that might have otherwise occurred.

19. The County has affirmed Measure F multiple times through the adoption and modifications of section 3.12.040.

20. As recently as January 12, 2021, the Board adopted an Ordinance amending Placer County Code section 3.12.040 to exclude certain managers and affirming the application of Measure F to DSA members. (Exhibit D – Ordinance 6060-B.) Ordinance 6060-B adopted the same language in Measure F requiring the Board to set deputies' salaries at amounts equal to the average of the comparator agencies. A true and correct copy of Ordinance 6060-B is attached hereto as Exhibit D.

21. For over 40 years, the DSA and the County have adhered to the Measure F formula.

22. Petitioner is informed and believes and therefore alleges that the County's newly asserted contention that Measure F has been invalid since 1980 was contrived to politically justify the County's repeal of Measure F without submitting the repeal to the voters.

23. Petitioner is further informed and believes and therefore alleges that the County circumvented the voters in repealing Measure F because a repeal vote is likely to be rejected by the voters again.

24. The County annually adjusts the salaries of the Board of Supervisors using the same formula as Measure F.

Contract Negotiations and Impasse

25. The DSA and the County were parties to a Memorandum of Understanding ("MOU") that expired June 30, 2018. The DSA and the County had incorporated the requirements of Measure F into this MOU.

26. On November 30, 2018, the parties entered into an extension of the MOU, until negotiations over a successor MOU had concluded.

27. As a result, the parties began negotiations over a new MOU on May 24, 2019.

28. Prior to impasse, the County made salary proposals which would maintain Measure F and section 3.12.040.

29. Prior to declaring impasse on August 27, 2020, the County had never proposed eliminating Measure F.

30. Prior to declaring impasse on August 27, 2020, no County representative had ever asserted that Measure F was invalid or unenforceable.

31. Throughout negotiations, DSA representatives objected that the County's salary proposal violated Measure F, and thus was unlawful.

32. Prior to December 2020, the County's representatives expressed a newly raised contention that Measure F set minimum salaries, but that the County could propose salaries that exceeded Measure F's formula. These representations directly conflicted with the County' representations regarding Measure in prior rounds of bargaining.

33. On July 21, 2020, the County provided the DSA with a Last, Best, and Final Offer ("LBFO"). The County's last, best final offer included raises that temporarily exceeded the salary formula by seven percent (7%). The proposal would effectively freeze any salary adjustment for DSA members until the Measure F salary determination had increased at least seven percent.

34. On August 27, 2020, the County declared impasse.

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35. The DSA requested factfinding impasse procedures pursuant to MMBA section 3505.4, and the Public Employment Relations Board ("PERB") accepted the DSA's request on October 27, 2020.

36. The County objected to participating in fact-finding and attempted to undo its declaration of impasse. Over these objections, PERB ordered the County to participate in fact-finding.

37. Catherine Harris was selected as the Chairperson of the factfinding panel; DSA selected Jason Farren as its panelist; and the County selected Jane Christenson as its panelist.

38. On September 12, 2020, after declaring impasse, the County published a public document on its website entitled "Questions and Answers about Contract Negotiations" ("September Q&A"). (Exhibit E – Q&A.) The September Q&A admitted the validity and enforceability of Measure F.

39. However, the County asserted its new interpretation of Measure F as only establishing the "minimum salary of various law enforcement positions," and claimed that "[t]he voters have also given the Board of Supervisors the authority to negotiate higher salaries." A true and correct copy of the public document is attached hereto as Exhibit E.

40. The County's admissions and public representation of the September Q&A are irreconcilable with the County's even newer contention that Measure F has been invalid since 1980.

41. Prior to this round of bargaining, the County had maintained that Measure F set deputies' salaries, and that the County did not have discretion to offer salaries that deviated from the Measure F formula.

42. On September 24, 2020, the DSA filed an unfair practice charge ("UPC") with PERB alleging the County acted in bad faith by insisting to impasse over a number of illegal proposals, including a salary proposal which violated Measure F.

43. On December 26, 2020, the County filed a position statement in response to the allegations in the UPC, including the allegation that the County's salary proposal was unlawful.

44. For the first time in writing, the County's position statement claimed Measure F was "unconstitutional" and that it has been "void" under its Charter for 40 years.

45. The County raised these new legal assertions with PERB despite have twice unsuccessfully asked the voters to repeal Measure F. The assertions in the position statement also directly

conflict with the County's prior representations to the DSA and the public, as reflected in the September Q&A.

46. Petitioner is informed and believes and therefore alleges that the County concocted its assertion that Measure F was invalidated in 1980 in order to justify its unlawful bargaining practices. Petitioner is further informed and believes and therefore alleges that the County unilaterally repealed section 3.12.040 without submitting the issue to the voters or seeking a judicial determination in order to bolster its defense of the DSA's ULP.

47. On December 8, 2020, the County presented the DSA with a new package proposal. As part of that proposal, the County proposed to completely disregard section 3.12.040 and instead provide arbitrary fixed wage increase amounts for three years. This December 8 proposal was the first proposal submitted by the County had completely disregarded Measure F, as the LBFO would have only temporarily set salaries seven percent (7%) above Measure F. The proposal was silent as to the repeal of Measure F.

48. Despite its understanding that the DSA desired to continue adhering to the voter enacted formula of Measure F, the County proposed fixed wage increases that exceeded Measure F in 2021 and exceed the historical average of Measure F in 2022 and 2023.

49. Petitioners are informed and believe and therefore allege that the County proposed salary increases intended to exceed Measure F to induce the DSA to collaborate with the County in eliminating Measure F and section 3.12.040 without submitting the repeal to the voters.

50. Petitioners are informed and believe and therefore allege that the County offered these higher salary increases to induce the DSA to support the unilateral repeal of Measure F and thereby avoid judicial review of the County's actions.

51. The County successfully induced the Law Enforcement Managers Association to agree to a contract extension with salaries that will almost certainly exceed Measure F over a three (3) year period. Section 3.12.040 was amended in January of 2021 to reflect the removal of members of the Law Enforcement Managers Association.

52. In response to the December 8, 2020 package proposal from the County, the DSA's bargaining team informed the County that it would agree to the majority of its package proposal if

the County would replace its wage proposal with continued adherence to Measure F, which almost certainly would result in a lower salary increases than the County's proposal. The DSA also requested modifications to the County's longevity proposal and Tahoe residency proposal.

53. On January 6, 2021, the County informed the DSA that its counter-offer had been rejected by the Board of Supervisors.

54. On February 11, 2021, the County sent the DSA "Notice" that it intended to unilaterally repeal Measure F, despite Measure F being a voter enacted ordinance and the subject of both the unfair labor practice and the factfinding.

55. Despite the evolving and ever-changing legal positions of the County regarding the validity of Measure F, the County asserted that the unenforceability of Measure since 1980 was an open and shut determination.

56. The County never sought any superior court adjudication of the dispute over the validity of Measure F, instead it unilaterally declared it unconstitutional.

57. On March 15, the County made another proposal to repeal Measure F outside of the factfinding process.

Factfinding Proceedings and Recommendations

58. From March 8 to March 9, 2021, the DSA and County participated in factfinding proceedings.

59. Directly following the factfinding hearing, the DSA and the County agreed to submit the dispute over the repeal of Measure F to the factfinding panel, and the factfinding panel agreed to issue a finding regarding whether the County could repeal Measure F. A true and correct copy of that correspondence is attached hereto as Exhibit F.

60. Throughout April, May, and June of 2021, the panel held confidential deliberation meetings to discuss the factfinding hearing.

61. On August 25, 2021, the factfinding panel issued its final factfinding report. The report recommended that the parties keep the Measure F formula in place for this contract cycle and jointly submit the issue to the voters. (Exhibit G – Factfinding Report, at pp. 25-26.) A true and correct copy of the factfinding report is attached hereto as Exhibit G.

62. In analyzing the County's argument that Measure F is unconstitutional, the factfinding report reasons: "County Code Section 3.12.040 and the negotiated agreements have coexisted for a period of 44 years in harmony as both the local ordinance and successive MOUs have contained the identical base salary formula. Under these circumstances, it is doubtful that any court would conclude that [authority cited by County] compels the conclusion that County Code Section 3.12.040 is unconstitutional." (*Id.* at p. 21:6-10.)

63. The report cast doubt upon the County's legal arguments against Measure F and for that reason recommended that the parties contractually agree to use the Measure F formula for determining base salary for the next 5 years and "place[] resolution of the Measure F issue in the hands of the voters." (*Id.* at pp. 19: 19; 26:15-16.)

The County's Repeal of Measure F

64. On September 14, 2021, the Board of Supervisors held a public hearing over its proposals to repeal Measure F and impose salary amounts exceeding Measure F's mandates. The members of the public who spoke at the hearing overwhelmingly asked the Board to respect the will of the voters as reflected in Measure F and objected to the County circumventing the initiative process.

65. On September 28, 2021, after the public hearing, the Board ignored the recommendations of the factfinding panel and adopted Resolution No. 2021-301, which imposed the terms of its December 8 offer and eliminated Measure F by repealing section 3.12.040. The imposed salary terms exceed and violate Measure F.

66. On September 28, 2021, the Board of Supervisors also adopted Resolution 6105-B, which increased the salaries of deputies and sergeants by 1.09% and 1.41%, respectively, above the amount set by Measure F in February of 2021. A true and correct copy is attached hereto as Exhibit H.

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67. On September 28, 2021, the Board adopted Ordinance 6104-B, which amended County Code § 3.12.040 to read:

> 3.12.040 Salaries-All represented employees.
> Pursuant to Article XI, Sections 1, 3, and 4 of the California Constitution, Sections 302 and 604 of the Placer County Charter, adopted by the electorate on November 4, 1980, and California Government Code Sections 3504 and 3505, the Board of Supervisors shall negotiate and set compensation for all employees represented by PPEO, PCLEMA, and DSA. (Exhibit I – 6104-B.)

68. A true and correct copy of Ordinance 6104-B is attached hereto as Exhibit I.

69. Ordinance 6104-B repealed the Measure F formula in section 3.12.040, stripping DSA members of the annual wage adjustments enacted by the voters.

70. The Board adopted Ordinance 6104-B without placing the repeal of the voter-enacted Measure F on the ballot.

71. These actions violated Elections Code section 9125, which dictates that "no ordinance proposed by initiative petition and adopted either by the board of supervisors without submission to the voters or adopted by the voters shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance."

72. To justify repealing Measure F without the requisite voter approval, the County conjured an argument that Measure F violates the Charter, despite its decades of prior inconsistent statements and actions. The County's new claim was set forth in the agenda provided to the public in advance of a September 14, 2021 Board meeting:

> The Charter vests authority over the compensation of employees and existing local laws in the Board of Supervisors. Since the adoption of the Charter was subsequent to the 1976 election, Measure F and §3.12.040 were legally superseded by the actions of the 1980 electorate. At minimum, a salary formula that leaves no discretion to the Board in setting compensation for its employees is inconsistent with the Board's broad jurisdiction and authority granted by the Charter to establish compensation for county employees. (Exhibit J – September 14, 2021 Agenda.)

73. Moreover, Measure F only pertains to base salary, not total wages or overall compensation.

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74. The compensation for members of the DSA has always been determined by the County Board of Supervisors. Measure F has harmoniously co-existed with the County's power to set the compensation of DSA members.

75. The compensation of DSA members includes much more than base salary. It includes incentive pays, assignment pays, education pays, longevity pays, employee and employer pension contribution amounts to CalPERS, pension benefits, flex medical benefits, paid leave, overtime and other similar pays and benefits.

FIRST CAUSE OF ACTION

(§ 1085 Writ of Mandate)
for Violation of Election Code § 9125

76. Petitioners incorporate the allegations contained in paragraphs 1 through 92, inclusive, as though set forth here in full. This cause of action is brought against Respondent.

77. Petitioners are entitled to apply directly to this court for relief pursuant to Code Civil Proc. section 1085.

78. No other plain, speedy, and adequate remedy exists.

79. The United States and California Constitutions and Elections Code section 9125 create a clear, present, and ministerial duty under the law for Respondent to abide by Elections Code section 9125 in enacting relevant ordinances or legislation. Section 9125 states, in relevant part, "No ordinance proposed by initiative petition and adopted either by the board of supervisors without submission to the voters or adopted by the voters shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance."

80. Petitioners have a clear, present and beneficial right to the performance of Respondent's duty to follow the law as outlined in the Elections Code. Petitioners have a clear, present and beneficial right to the performance of Respondent's duty to annually adjust salaries in accordance with Measure F, unless and until Measure F is amended or repealed by the voters. Respondent breached this duty by adopting Ordinance 6104-B and repealing the voter enacted Measure F/County Code section 3.12.040 without the required vote by the electorate.

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SECOND CAUSE OF ACTION

(§ 1085 Writ of Mandate)

for Violation of Placer County Code § 3.12.040

81. Petitioners incorporate the allegations contained in paragraphs 1 through 92, inclusive, as though set forth here in full. This cause of action is brought against Respondent.

82. Petitioners are entitled to apply directly to this court for relief pursuant to Code Civil Proc. section 1085.

83. No other plain, speedy, and adequate remedy exists.

84. The United States and California Constitutions and Placer County Code section 3.12.040 create a clear, present, and ministerial duty under the law for Respondent to "fix the average salary for each class of position in the Placer County sheriff's office at a level equal to the average of the salaries for the comparable positions in the Nevada County sheriff's office, El Dorado County sheriff's office and the Sacramento County sheriff's office."

85. Petitioners have a clear, present and beneficial right to the performance of Respondent's duty to abide by Section 3.12.040 and set deputies salaries using the method it requires.

86. Respondent breached this duty by failing to abide by Measure F/ section 3.12.040 in determining deputies' salaries following the imposition of their December 8 offer on September 14, 2021.

THIRD CAUSE OF ACTION

(Declaratory Relief)

87. Petitioners incorporate the allegations contained in paragraphs 1 through 92, inclusive, as though set forth here in full. This cause of action is brought against Respondent.

88. An actual controversy has arisen and now exists between Petitioners and Respondent concerning the legality of Respondent's repeal of the Measure F/ Section 3.12.040 formula without voter approval.

89. An actual controversy has arisen and now exists between Petitioners and Respondent concerning the legality of Respondent's imposition of a salary that deviated from the Measure F/ 3.12.040 formula.

90. Since an ongoing and actual justiciable controversy exists between the parties as to their respective legal obligations/entitlement, it is necessary the Court intervene and resolve these disputes.

91. Petitioners have no adequate available administrative remedy in which to avail itself in this manner.

92. Petitioners are therefore entitled to a judicial declaration that Respondent's action repealing Section 3.12.040 without voter approval violated Elections Code section 9125.

93. Petitioners are also entitled to a judicial declaration that Respondent's imposition of a salary that deviated from the Section 3.12.040 formula was illegal.

WHEREFORE, Petitioners pray for judgment as follows:

1. For a Peremptory Writ of Mandate compelling Respondent to repeal and rescind Resolutions 6104-B and 6105-B.

2. For a Peremptory Writ of Mandate compelling Respondent to restore and comply with the requirements of Section 3.12.040/ Measure F in setting salaries for employees of the Placer County Sheriff's Office.

3. For a declaratory judgment in favor of Petitioners finding that Respondent violated Elections Code section 9125 by repealing the voter enacted County Code section 3.12.040 and Measure F without submitting a repeal measure to the public.

4. For a declaratory judgment in favor of Petitioners finding that Respondent has a legal duty to comply with Section 3.12.040 and Measure F in setting deputies' salaries, unless and until, Section 3.12.040/Measure F is repealed or otherwise amended by the voters.

5. For reasonable attorneys' fees and costs including but not limited to those provided under Code of Civil Procedure section 1021.5;

6. For an award of actual damages subject to proof;

7. For costs of suit incurred herein;

8. For such other and further relief as the Court deems just and proper; and

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9. For a statement of decision.

Respectfully Submitted:

DATED: January 21, 2022

MASTAGNI HOLSTEDT, APC

DAVID E. MASTAGNI, ESQ.
TAYLOR DAVIE-MAHAFFEY, ESQ.
Attorneys for Petitioners

VERIFICATION

I am a Petitioner in the above-entitled action or proceeding. I have read the foregoing Amended Verified Petition for Writ of Mandate and Complaint for Declaratory Relief and know the contents thereof, and I certify that those matters which reference me are true of my own knowledge, except as to those matters which are therein stated upon information and belief.

Executed on 1/21/2022 at Loomis, California.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

NOAH FREDERITO

EXHIBIT A

PLACER COUNTY
OFFICIAL ELECTION SUMMARY (Revised)
November 5, 2002
FINAL FINAL

Registered Voters 154130 - Cards Cast 99292

Num. Report Precinct 364 - Num. Reporting 364

Q AUBURN CITY SPEED BUMPS

	Total	
Number of Precincts	17	
Precincts Reporting	17	100.00%
Total Votes	4793	
NO	3215	67.08%
YES	1578	32.92%

R PLACER CO SHERIFF DEPUTY SALARIES

Needs Majority

	Total	
Number of Precincts	363	
Precincts Reporting	363	100.00%
Total Votes	85825	
NO	46425	54.09%
YES	39400	45.91%

S COLFAX CITY APPOINT CITY CLERK

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.00%
Total Votes	451	
YES	247	54.77%
NO	204	45.23%

MEASURE R

PLACER COUNTY SHERIFF DEPUTY SALARY CODE REVISION

Shall Placer County Code, Chapter 3, Section 3.12.040 (also known as Measure F) be amended to remove that section in its entirety, thereby repealing that provision which requires Placer County Sheriff Deputy salaries be set by averaging the Sheriff Deputy salaries of Nevada County, Sacramento County and El Dorado County?

YES ____ NO ____

IMPARTIAL ANALYSIS BY PLACER COUNTY COUNSEL

In November of 1976, the voters of Placer County approved "Initiative F" which adopted an ordinance requiring the salaries for sworn law enforcement officers employed with the Placer County Sheriff's Department be fixed at the level of the average salary of the average comparable position in the three counties of Nevada, El Dorado and Sacramento. This ordinance is currently designated Placer County Code Section 3.12.040 Salaries--Placer County Sheriff's Ordinance Initiative.

An affirmative vote from the electorate on this measure would repeal the above referenced ordinance from the Placer County Code. Effective January 2003, salary levels for sworn law enforcement in Placer County would be established in the same manner as other County employees, through periodic negotiation between the Placer County Board of Supervisors and the representatives for sworn law enforcement employees.

A "YES" vote on this Measure would repeal the ordinance and enable the Board of Supervisors and the Placer County Sheriff's sworn personnel to negotiate compensation in the same manner as other county employees.

A "NO" vote on this Measure is a vote to retain the existing ordinance that sets the compensation for Placer County Sheriff's sworn personnel at the same rate as the average compensation level of those sworn law enforcement personnel in comparable positions in the counties of Nevada, Sacramento and El Dorado.

Anthony J. La Bouff
County Counsel

By: Sabrina M. Thompson
Deputy County Counsel

RESOLUTION 2002-184

THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES HEREBY RESOLVE THAT:

WHEREAS, In November of 1976, the voters of Placer County approved an initiative entitled Measure F that set the salaries for sworn law enforcement officers employed with the Placer County Sheriff's Department based upon a formula set in the Initiative; and

WHEREAS, Placer County Code Section 3.12.040 Salaries--Placer County Sheriff's Ordinance Initiative was codified a result of that initiative, and currently reads as follows; and

3.12.040 Salaries—Placer County Sheriff's ordinance Initiative.

A. The board of supervisors shall, at least annually, determine the existing maximum salaries for the Nevada County Sheriff's office, El Dorado County Sheriff's office and Sacramento County Sheriff's office for each class of position employed by said agencies.

B. Effective January 1, 1977, and effective January 1st of each year thereafter the board of supervisors shall, during the month of January, determine the average salary for each class of position as set forth herein, and beginning the first period following January shall fix the average salary for each class of position in the Placer County Sheriff's office at a level equal to the average of the salary for the comparable positions in the Nevada County Sheriff's office, El Dorado County Sheriff's office and the Sacramento County Sheriff's office.

C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:

1. Undersheriff, inspector, corporal, captain, sergeant, deputy, lieutenant.

D. The provisions of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of county employees or officers who are elected by popular vote. (Prior code § 14.3005)

WHEREAS, the Placer County Deputy's Association has requested that the Placer County Board of Supervisors place on the November 5, 2002 general election ballot a measure to repeal this Initiative; thereby removing the section quoted above from the Placer County Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that:

1. The Board of Supervisors proposes a ballot measure to repeal Measure F, currently designated as Placer County Code Section 3.12.040 Salaries--Placer County Sheriffs Ordinance Initiative; and

2. The Board of Supervisors orders that the following question be placed as a County measure on the ballot of the Statewide General Election to be held November 5, 2002:

MEASURE R
Shall Placer County Code, Chapter 3, Section 3.12.040 (also known as Measure F) be amended to remove that section in its entirety, thereby repealing that provision which requires Placer County Sheriff Deputy salaries be set by averaging the Sheriff Deputy salaries of Nevada County, Sacramento County and El Dorado County?

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

In the matter of:

Resolution Ordering Ballot Measure repealing Measure F - Sheriff Pay Ordinance Initiative to be Placed on the Ballot of Statewide General Election to be Held November 5, 2002.

Resol. No: 2002-184

Ord. No: _____

First Reading: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held July 23, 2002 by the following vote on roll call:

Ayes: SANTUCCI, WHITE, BLOOMFIELD, GAINES

Noes: WEYGANDT

Absent: NONE

Signed and approved by me after its passage.

CHAIRMAN, BOARD OF SUPERVISORS

Attest:
Clerk of said Board
Antoinette Sharp

THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES HEREBY RESOLVE THAT:

WHEREAS, in November of 1976, the voters of Placer County approved an initiative entitled Measure F that set the salaries for sworn law enforcement officers employed with the Placer County Sheriff's Department based upon a formula set in the initiative; and

WHEREAS, Placer County Code Section 3.12.040 Salaries--Placer County Sheriff's Ordinance Initiative was codified a result of that initiative, and currently reads

as follows; and

3.12.040 Salaries--Placer County Sheriff's ordinance initiative.

A. The board of supervisors shall, at least annually, determine the existing maximum salaries for the Nevada County Sheriff's office, El Dorado County Sheriff's office and Sacramento County Sheriff's office for each class of position employed by said agencies.

B. Effective January 1, 1977, and effective January 1st of each year thereafter the board of supervisors shall, during the month of January, determine the average salary for each class of position as set forth herein, and beginning the first period following January shall fix the average salary for each class of position in the Placer County Sheriff's office at a level equal to the average of the salary for the comparable positions in the Nevada County Sheriff's office, El Dorado County Sheriff's office and the Sacramento County Sheriff's office.

C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:

1. Undersheriff, inspector, corporal, captain, sergeant, deputy, lieutenant.

D. The provisions of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of county employees or officers who are elected by popular vote. (Prior code § 14.3005)

WHEREAS, the Placer County Deputy's Association has requested that the Placer County Board of Supervisors place on the November 5, 2002 general election ballot a measure to repeal this initiative; thereby removing the section quoted above from the Placer County Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that:

1. The Board of Supervisors proposes a ballot measure to repeal Measure F, currently designated as Placer County Code Section 3.12.040 Salaries--Placer County Sheriff's Ordinance Initiative; and

2. The Board of Supervisors orders that the following question be placed as a County measure on the ballot of the Statewide General Election to be held November 5, 2002:

MEASURE _____

Shall Placer County Code, Chapter 3, Section 3.12.040 (also known as Measure F) be amended to remove that section in its entirety, thereby repealing that provision which requires Placer County Sheriff Deputy salaries be set by averaging the Sheriff Deputy salaries of Nevada County, Sacramento County and El Dorado County?

TYPE AND DATE OF ELECTION

GUBERNATORIAL GENERAL

NOVEMBER 5, 2002

COUNTY

R Shall Placer County Code, Chapter 3, Section 3.12.040 (also known as Measure F) be amended to remove that section in its entirety, thereby repealing that provision which requires Placer County Sheriff Deputy salaries be set by averaging the Sheriff Deputy salaries of Nevada County, Sacramento County and El Dorado County?

◯ **YES** ◯ **NO**

R PLACER CO SHERIFF DEPUTY SALARIES	Total	
Number of Precincts	363	
Precincts Reporting	363	100.00%
Vote For	1	
Total Votes	85825	
Times Over Voted	27	
Number Of Under Votes	13229	
NO	46425	54.09%
YES	39400	45.91%

(Requires 50% + 1 approval for passage)

EXHIBIT B

Proposition F, not county, determines deputy salaries

Jan ChristoffersonPlacer County chief executive officer Aug 03, 2003 11:00 AM

The Auburn Journal has received a series of letters from citizens concerned about Placer County?s current negotiations with the Placer County Deputy Sheriff?s Association (DSA).

Up until now, the county has resisted responding, in keeping with an agreement with the DSA to maintain confidentiality in the negotiation process.

However, the letters raise serious questions about the county?s commitment to its law enforcement employees. I need to correct the misconceptions the letters have expressed.

It is important to note that Placer County has a long tradition of supporting its public safety and law enforcement employees. This is reflected in the overall level of resources committed to the public safety departments, as well as the salaries and benefits employees currently receive.

The public may not be aware that the county must adhere to the voter-approved Proposition F measure that sets salaries. Proposition F prohibits the county from negotiating salary increases for deputy sheriffs in Placer County. Proposition F was a measure sponsored by the DSA and adopted by county voters in 1976.

The proposition requires the county to set the salaries of deputy sheriffs according to a formula that averages salaries paid to comparable employees in three surrounding counties: Sacramento, El Dorado and Nevada. Under that formula, the deputy sheriffs in Placer County received salary increases of 2.8 percent in February of this year. The base salary for a five-year deputy sheriff II is now $49,000, plus benefits.

The county is unable to change the Proposition F formula. Only the voters of Placer County can do that. For that reason, the DSA sponsored a ballot measure in November 2002 to repeal Proposition F. The Placer County Board of Supervisors agreed to put the issue on the ballot.

However, the voters rejected the new ballot measure, deciding the Proposition F formula is still the required method to set salaries.

At the conclusion of the last contract, the county agreed to improve the retirement package for DSA employees by adopting a retirement program that is the most generous permitted by state law. In fact, our deputies and probation officers do not make employee contributions to their retirement program ? the county

Other questions have focused upon incentives. DSA employees also receive a variety of incentives in addition to salary, including a 2.6 percent basic educational incentive paid under the last contract. However, this provision specifically had an ending date.

While we cannot publicly discuss the details of negotiations, I believe it is important for Journal readers to be aware that the county?s position regarding this contract issue has been clearly and consistently communicated to the DSA leadership, and at no time has the county ever set out to reduce the total compensation to its public safety employees.

I want the citizens of this county to be assured that the board of supervisors greatly values our law enforcement employees, and is doing everything possible to negotiate a competitive and reasonable agreement that the county can afford in these difficult budget times.

Jan Christofferson has been Placer County?s chief executive officer since May 2001.

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TOP STORIES

CAL FIRE: Auburn Denny's blaze deemed human caused

Auburn Police Department arrests kidnapping suspect

Placer's Mason invited to Twins spring training

Auburn resident, World War II hero Cornett awarded Purple Heart, Bronze Star

Fire extinguished at Placer Government Center in Auburn; firefighters trained nearby a day earlier

Hopper fire at Sierra Pacific

Auburn City Councilman Berlant chronicles his vaccine experience

Placer County Sheriff's arrest log: Stolen vehicle, lawn equipment burglary

EXHIBIT C

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

In the matter of: An ordinance amending Placer County Code, Chapter 3, Sections 3.08.070, 3.12.010, Appendix 1 and 9, 3.12.020, 3.12.030 and 3.12.040 relating to the Sheriff's Department.

Ordinance No.: 5441-B

First Reading: 11-7-06

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held November 20, 2006, by the following vote on roll call:

Ayes:	WEYGANDT, HOLMES, GAINES, KRANZ, SANTUCCI
Noes:	NONE
Absent:	NONE

Signed and approved by me after its passage.

Chairman, 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:

That Placer County Code, Chapter 3, Section 3.08.070, 3.12.010 Appendix 1 and Appendix 9, 3.12.020, 3.12.030 and 3.12.040 are hereby amended as follows: (Additions to ordinance shown in bold and underline, deletions shown with strike-through.)

Section 1. That Article 3.08, Section 3.08.070 is hereby amended to read as follows:

3.08.070 Classified and Unclassified Service Defined

* * * * *

A. The unclassified service shall consist of:

* * * * *

122. Assistant Sheriff

Section 2. That Article 3.12, Section 3.12.010, Appendix 1 is hereby amended to read as follows:

3.12.010 APPENDIX 1
SHERIFF

(b)	Sheriff Administration and Support	
	Assistant Sheriff	**1**
	~~Sheriff's Captain~~	~~1~~

* * * * *

Section 3. That Article 3.12, Section 3.12.010, Appendix 9 is hereby amended to read as follows:

3.12.010 APPENDIX 9 Management – Safety MGTS

New Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5
S52	**44.5056**	**46.7309**	**49.0674**	**51.5208**	**54.0968**
~~S 52~~ **S53**	50.1440	52.3365	54.6250	57.0135	59.5065

* * * * *

Section 4. That Article 3.12, Section 3.12.020 is hereby amended to read as follows:

3.12.020 Classified Service
1. Uniform Allowance—Sworn Peace Officers
   Assistant Sheriff

* * * * *

2. Career and Education Incentive
   Effective July 23, 2004 at 5:01 p.m., full-time permanent employees in the following classes shall be eligible for the career and education incentive:
   Assistant Sheriff

* * * * *

25. Wellness Incentive, Deputy Sheriffs' Unit and Safety Management
    (a.) Effective pay period 3, July 8, 2005 at 5:01 p.m., employees in the following classifications, if otherwise qualified pursuant to this section, shall receive an allowance equal to two and one-half percent of his or her base pay:
    Assistant Sheriff

* * * * *

Section 5. That Article 3.12, Section 3.12.030 is hereby amended to read as follows:

3.12.030 Unclassified Service

Admin Code	Classification Title	Salary Appendix	Grade
11733	**Assistant Sheriff**	**MGTS – 9**	**S52**
19888	Undersheriff	MGTS – 9	~~S52~~ **S53**

* * * * *

Section 6. That Article 3.12, Section 3.12.040 is hereby amended to read as follows:

3.12.040 Salaries – Placer County Sheriff's Ordinance Initiative

* * * * *

C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:

1. Undersheriff, **Assistant Sheriff ***, inspector, corporal, captain, sergeant, deputy, lieutenant.

***Assistant Sheriff will be set at 10% below the Undersheriff if no comparable class of position available.**

* * * * *

Section 7. That this ordinance shall be effective the first day of the pay period following final passage.

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

In the matter of: Re-adoption of the Personnel Rules in its entirety as identified in Chapter 3 of the Placer County Code and Amendment to Chapter 2, Administration, Article 2.12 County Office Hours

Ordinance No. 5478-B

First Reading: July 10, 2007

Second Reading: _____

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held July 24, 2007, by the following vote on roll call:

Ayes: ROCKHOLM, WEYGANDT, HOLMES, UHLER, KRANZ

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.

Chairman, 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:

Chapter 3 of the Placer County Code is readopted in whole, and as set forth in attachment A hereto, except as otherwise set forth herein. Should attachment "A" inadvertently contain provisions that are in conflict with provisions contained in previously adopted ordinance numbers 5442-B, 5443-B, or 5444-B, then the provisions of these previously adopted ordinances shall control.

The Chapter 3 sections and appendices identified in this paragraph, and as modified by recent ordinance changes, are not part of attachment "A" hereto. These sections and appendices are not being deleted, revoked, amended, or otherwise changed in substance, but are only being uncodified. A) The administrative code, classification

title, salary plan- appendix, and grade information contained in sections 3.12.020* and 3.12.030*. B) The entirety of appendices 1, 1A, 1B, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14. C) The current schedule of all titles coming within the classified service pursuant to section 3.08.070.
*(Portions of these sections will remain in the codified attachment "A" while consolidated collective bargaining agreements and consolidated salary and benefits ordinances are being finalized. After those consolidated documents are finalized, these portions will also become uncodified).

Chapter 2 ADMINISTRATION
Article 2.12 COUNTY OFFICE HOURS

2.12.010 Hours and holidays of county offices generally.
Except as provided in the following section, the minimum that county offices shall keep their offices open for the transaction of business shall be during the hours of eight a.m. and five p.m., (unless otherwise ordered by minute order of the board of supervisors) Mondays through Fridays, with the exception of the following holidays on which county offices shall be closed:
A. January 1st.
B. Third Monday in January (Martin Luther King, Jr. Day).
C. February 12th, (Lincoln's Day).
D. The third Monday in February (President's Day).
E. Last Monday in May (Memorial Day).
F. July 4th.
G. First Monday in September (Labor Day).
H. Second Monday in October (Columbus Day).
I. November 11th (Veteran's Day).
J. Thanksgiving Day.
K. The day following Thanksgiving Day.
L. December 25th.
M. Every day appointed by the President or the Governor for a public fast, Thanksgiving or holiday, subject to approval by board of supervisors.
N. When any of the foregoing holidays falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
O. When any of the foregoing holidays falls on a Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed.
~~O. For county holidays falling on a Saturday from and after five p.m., December 24, 1971, such employees shall be entitled to a holiday the preceding Friday unless the board of supervisors, by minute order, directs that such eight hours be added to each such employee's annual vacation leave.~~
~~1. For county holidays falling on the normal day off for employees working other than a normal Monday through Friday schedule (i.e., 9-80, 8-80, etc.), such employees shall have an additional eight hours credited to their vacation balance. (County holiday defined per County Code Section 3.08.170)~~
~~P. Floating Holiday. During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Employees unable to complete six~~

~~months (one thousand forty (1,040) straight time hours) initial probationary period prior to December 31st, shall not be eligible for any Floating Holiday that year. Hours shall be prorated for permanent part-time employees. 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.~~
~~It will be management's policy to make every effort to allow employees to take the time off at their choosing~~. (Ord. 5362-B, 2005; Ord. 5342-B, 2005: Ord. 5006-B (part); 1999: prior code § 2.1)

EXHIBIT D

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

In the matter of: An ordinance amending §3.12.040 of the Placer County Code, pertaining to the compensation of specified safety managers.

Ordinance No.: 6060-B

Introduced: December 15, 2020

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held January 12, 2021, by the following vote:

Ayes:	GORE, HOLMES, JONES, GUSTAFSON, WEYGANDT
Noes:	NONE
Absent:	NONE

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. County Code Chapter 3, Article 3.12, Section 3.12.040 regarding Salaries related to the Placer County Sheriff's Ordinance Initiative is amended as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. That this ordinance shall be effective upon adoption.

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

Exhibit A

That the following section 3.12.040 of Chapter 3 of the Placer County Code is hereby amended to read as indicated (additions to ordinance shown in **bold and underline**, deletions shown in ~~strikethrough~~):

3.12.040 Salaries—Placer County sheriff's ordinance initiative.

A. The board of supervisors shall, at least annually, determine the existing maximum salaries for the Nevada County sheriff's office, El Dorado County sheriff's office, and Sacramento County sheriff's office for each class of position employed by said agencies.

B. Effective January 1, 1977, and effective January 1st of each year thereafter the board of supervisors shall, during the month of January, determine the average salary for each class of position as set forth herein, and beginning the first period following January shall fix the average salary for each class of position in the Placer County sheriff's office at a level equal to the average of the salaries for the comparable positions in the Nevada County sheriff's office, El Dorado County sheriff's office and the Sacramento County sheriff's office.

C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:

1. ~~Undersheriff, assistant sheriff*, inspector, c~~**C**orporal, ~~captain,~~ sergeant, deputy~~, lieutenant~~.

D. The provisions of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of county employees or officers who are not elected by popular vote.

~~* Assistant sheriff will be set at ten (10) percent below the undersheriff if no comparable class of position available.~~

EXHIBIT E

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

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COUNTY OF Placer

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Background

Is the Board of Supervisors trying to defund police?

No, public safety is one of the Board of Supervisor's top priorities.

The Board has annually demonstrated its support for law enforcement by increasing the amount of discretionary funding for the Sheriff's Office each year, including Fiscal Year 2020-21. Public Safety is the only county function that has experienced a material increase in countywide spending per capita over the last forty years.

What is the "Deputy Sheriffs' Association" and who do they represent?

The Deputy Sheriffs' Association (DSA) is the public employee union that represents the more than 250 sworn law enforcement officers employed by the offices of the Placer County Sheriff and District Attorney, including Deputy Sheriffs II and Sheriff Sergeants.

What are Placer County law enforcement officers paid?

The average total cost for a Placer County Deputy Sheriff II is more than $200,000. The average total cost for a Placer County Sheriff's Sergeant is more than $250,000.

How does the pay for Placer County deputies compare to that of other communities?

Placer County's total compensation of deputies is 18% higher than that of surrounding counties, and 17% higher than local cities like Auburn, Roseville, Rocklin, and Folsom. These numbers do not include the value of Placer County's fully funded retiree health program, which is a top-tier benefit compared to that of other agencies.

When considering salaries only, Placer County is 6% below the labor market. This low wage does not reflect the attractiveness of the rest of Placer County's generous compensation package and creates an obstacle to recruiting top-tier law enforcement professionals. The County's plan realigns the deputies' compensation structure to be more competitive in the market, while ensuring escalating costs do not inflate to an unsustainable level.

See page 4 for a breakdown of the County's offer.

Does the County want to cut pay for deputies?

The County is not proposing pay cuts for deputies. The County's offer is designed to keep paychecks whole, except for a 2% pre-tax contribution to retirement costs funded by the 5% increase deputies received in February 2020.

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Why does the County want to make changes now?

In addition to public safety, the Board of Supervisors makes prudent financial planning a top priority. To consider the future taxpayers of Placer County, the Board makes several financial decisions related to remaining fiscally sustainable. Such decisions include adequately funding a rainy-day fund or fully funding retiree health benefits, including our public safety retirees.

The continued growth of compensation costs in the Sheriff's Office is escalating more rapidly than county revenues. The County wants to prevent future costs from escalating to an unsustainable level.

Over the last twenty years, growth in deputy sheriff base salaries alone have outpaced the Consumer Price Index (CPI)[1] by over 30%, in addition to soaring pension costs.

Since March 2018, the County has explored options with the Deputy Sheriffs' Association to address these concerns.

The Board of Supervisors is fully committed to supporting the efforts of the Sheriff's Office to keeping our community safe - balanced with fiscal responsibility to future generations of Placer County residents.

[1]CPI is the measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Ongoing Negotiations, Offer Details

What is the County offering to the union (DSA)?

The primary financial elements of the County's offer include:

- Employees will contribute an additional 2% of pay to their retirement benefits, funded by the 5.15% salary increase deputy sheriffs received in February 2020.
- Salaries will increase by 7%. Special pays for Peace Officer Standards and Training certificates will decrease by 7%. (See information about "special pays" below.)
- Other special pays that are currently a percentage of pay will be converted to a unique equivalent flat amount per incentive. Increases can be negotiated. (See information about "special pays" below.)
- The County will pay 80% of the health insurance premium plan most-selected by union members. Currently, the County pays 80% of *any* plan selected.
- Employees earning $875 per month for working in Tahoe must have a residence within fifty driving miles of the station. Currently, employees stationed in Tahoe receiving this stipend do not have any residency requirement. This change would only apply to employees newly assigned to Tahoe.

Will the County's offer make recruitment and retention of deputies more difficult?

No, the higher salaries proposed in the County's offer will be more attractive to potential candidates. That, in addition to the County's top-end compensation package, generous retiree health program, and unparalleled quality of life, will allow Placer County to continue to attract and retain the best talent available in the law enforcement community.

How is "special pay" different from "base pay"?

The County offers pay, or incentives, for a variety of assignments, training, certificates, etc. in addition to a deputy's base pay. Examples include education incentive, special teams pay, detective premium, night shift differential, bilingual pay, and longevity pay.

Will the County offer cut "graveyard" pay in half? How about other special pays?

No, the intent of the County's offer is for employees to receive at least their current amount earned for special pays like night shift, or "graveyard," pay. Some union members would even experience an increase in these special pays.

For example, union members currently assigned to the Investigations Division are paid a 5% detective premium. Although 28 of the 34 detectives are Deputy Sheriff IIs, the County is offering to set the flat incentive amount for detective premium at $464 per month, which is equivalent to 5% of the higher Sheriff's Sergeant base pay ($9,270 base monthly pay x 5% = $464.) For those 28 Deputy Sheriffs working as detectives, the result is an additional $75 per month.

Will the County's offer result in slower response times when I need help?

No, the budget of the Sheriff's Office is fully funded, and there are no proposed changes to the number of law enforcement personnel available to serve the community.

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Current Status of Negotiations

Is the County refusing to negotiate with the union (DSA)?

The County has engaged with the union in two rounds of good faith negotiations, most recently for more than fifteen months over ten meetings. Both parties have submitted, modified, and withdrawn proposals in an effort to reach agreement.

The County's most recent offer to the union included increases to four different compensation elements at the request of the union. These elements include Special Teams Pay, Stand-By Pay, Canine Pay, and Overtime Pay for court appearances.

The County will continue to abide by the rules of collective bargaining and looks forward to continued coordination with the union to resolve the impasse. The next step is for both parties to meet in mediation.

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Measure F

Doesn't Measure F determine pay for deputies?

Measure F, approved by Placer County voters in 1976, established that the minimum salary for various law enforcement positions will be equal to an average of salaries for comparable positions in the counties of El Dorado, Nevada, and Sacramento. The voters have also given the Board of Supervisors the authority to negotiate higher salaries, which is the case in the County's current proposed offer.

What is the effect of Measure F on the union's request to keep the status quo?

Over the last twenty years, Measure F has resulted in deputies receiving an average increase of nearly 4% every year, which has far exceeded CPI. When combined with special pays that are 45% above the market average and employee retirement contributions far below market average, total compensation costs for the union are unstainable.

Why doesn't the County just cut other employee salaries instead?

Salaries for other employees are not subject to Measure F. The Board has approved wage increases for other employees that are in line with CPI. Additionally, other employees have negotiated to pay their full share of retirement contributions and are not eligible for all the special pays that apply to members of the deputies' union. As such, concerns about unsustainable cost escalation do not apply to other employees.

What counties does Placer County compare to when evaluating compensation?

Measure F specifies that Placer County will compare law enforcement salaries to those in the counties of El Dorado, Nevada, and Sacramento. Additionally, when evaluating the labor market, Placer County surveys several other counties with equivalent or higher costs of living, as well as cities in our region.

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Retirement Benefits, Health Insurance and Contributions

Why is the County asking for deputies to pay more for retirement benefits?

A survey of surrounding cities and counties shows that the minimum percentage of pay law enforcement employees contribute to their pension benefits is 9%. The minimum amount Placer County deputies contribute is 5%.

Will the County continue its current contribution toward retirement benefits?

Pensions will continue to be the most significant benefit cost for the County. For employees currently contributing 5%, the County contributes over 47% of pay. If unchanged, that percentage is projected to grow to over 53% within four years. An additional 2% contribution from employees will only partially defray the anticipated escalation in County costs.

Is the County only offering one insurance plan?

The County offers a total of eleven health insurance plan options to union members. There is no proposed change to the number of plans available and any employee is able to select the health insurance plan that they feel meets their individual and family needs.

What is the County offering to contribute towards health insurance?

Currently, the County pays 80% of the cost of ten different plan premiums. In its offer, the County proposes to limit its contribution to 80% of the current most widely-used plan by union members, which is Kaiser Permanente.

The County recognizes that not all plans are available in all locations, which is one reason the County pays an additional $875 per month to union employees assigned to work in Tahoe. In further recognition of Tahoe employees, the County has offered to contribute 80% of the most widely-used plan selected by employees assigned to work in that area, which is currently the Police Officers Research Association of California (PORAC) Anthem Blue Cross plan.

What is the impact to deputies of the proposed health insurance contribution?

If no employees made changes to their plan selections, 58% would experience no change in cost under the County's proposal. For others, the impact would be modest because 70% of the plans currently selected by union members have premium costs within 15% of the most popular plan in their area.

Questions & Answers

about Contract Negotiations between Placer County and the Deputy Sheriffs' Association

September 2020

Retirees

Is the County trying to limit the health insurance options for retirees?

No, retirees can choose their health plan at Open Enrollment each year and will continue to have access to all the plan options.

Retirees receive up to the same County contribution toward their health insurance costs that active employees receive. If the deputies' union negotiates a different contribution from the County, retirees will also receive contributions based on what is negotiated.

EXHIBIT F

DAVID P. MASTAGNI
JOHN R. HOLSTEDT
CRAIG E. JOHNSEN
BRIAN A. DIXON
STEVEN W. WELTY
STUART C. WOO
DAVID E. MASTAGNI
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All Correspondence to Sacramento Office
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May 10, 2021

Via U.S. & Electronic Mail

Che Johnson, Attorney for Placer County
Liebert Cassidy Whitmore
400 Capitol Mall, Suite 1260
Sacramento, California 95814
cjohnson@lcwlegal.com

Re: Response to County's April 20, 2021 Rejection of DSA Counter Offer to Maintain Status Quo Pending Resolution of the Legal Dispute over Section 3.12.040.

Dear Mr. Johnson:

This letter responds to your correspondence on April 20, 2021. The County advised it rejected the Placer County Deputy Sheriff's Association's ("DSA") counter-offer to maintain the status quo pending resolution of the legal dispute over section 3.12.040's legality. The County indicated its belief that further negotiations would be futile and again asserted its demand to repeal section 3.12.040 without submitting a measure to the Placer County voters. It appears the County is unwilling to make any movement from this position.

The DSA believes the issue over section 3.12.040 is inextricably intertwined with the parties' current factfinding before Arbitrator Harris. During factfinding, the County admitted it was not making an inability to pay argument and could afford raises consistent with section 3.12.040. Thus, if the County is unwilling to move from its initial proposal to unilaterally repeal section 3.12.040, the DSA proposes the parties submit the issue to the current factfinding panel.

Please advise whether the County is agreeable to the DSA's proposal. Feel free to contact me at tbillington@mastagni.com or (916) 318-4605 if you have any questions or concerns.

Respectfully Submitted,

MASTAGNI HOLSTEDT, A.P.C.

TASHAYLA D. BILLINGTON
Attorney at Law

cc: Noah Frederito
Brett D. Holt
Kate Sampson

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May 13, 2021

VIA EMAIL

Ms. Tashayla Billington
Mastagni Holstedt
1912 I Street
Sacramento, CA 95811

Re: ***County of Placer / Placer DSA - Response to DSA's May 10, 2021 Request for Fact-Finding***
Client-Matter: PL060/021

Dear Ms. Billington:

I'm responding to your May 10 letter. If the DSA agrees that the parties have reached an impasse in these negotiations, the County is amendable to requesting that the issue be submitted to the current fact-finding panel for PERB Impasse number SA-IM-220-M. Of course, Ms. Harris and the panel would have to agree to include this additional issue as it was outside of the originally assigned matter. The County would also like to confirm that this additional item will not unduly delay the issuance of the panel's recommendations.

Accordingly, I believe we should contact the panel regarding this new potential issue and thereafter request PERB officially assign this matter to Ms. Harris as the neutral fact-finder. Further, we should also stipulate that no additional hearing dates, testimony, or arguments are required. If I have incorrectly interpreted your May 10 letter or the intent of the DSA, please feel free to contact me directly.

Very truly yours,

LIEBERT CASSIDY WHITMORE

Che I. Johnson

CIJ:

DAVID P. MASTAGNI
JOHN R. HOLSTEDT
CRAIG E. JOHNSEN
BRIAN A. DIXON
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All Correspondence to Sacramento Office
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May 14, 2021

Via U.S. & Electronic Mail

Che Johnson, Attorney for Placer County
Liebert Cassidy Whitmore
400 Capitol Mall, Suite 1260
Sacramento, California 95814
Email: cjohnson@lcwlegal.com

Re: Response to County's May 13, 2021 Correspondence

Dear Mr. Johnson:

This letter responds to your correspondence on May 13, 2021. The DSA is agreeable to place the matter before the factfinding panel for PERB Impasse number SA-IM-220-M. We agree that no additional hearing dates, testimony, or arguments are required.

We can coordinate dates and times to contact the factfinding panel. Please provide your availability. Feel free to contact me at tbillington@mastagni.com or (916) 318-4605 if you have any questions or concerns.

Respectfully Submitted,

MASTAGNI HOLSTEDT, A.P.C.

TASHAYLA D. BILLINGTON
Attorney at Law

cc: Noah Frederito
Mark B. Salvo
Brett D. Holt
Kate Sampson
David E. Mastagni

From: Catherine Harris <charrisdisputeresolutions@att.net>
Sent: Thursday, May 20, 2021 8:27 PM
To: Tashayla D. Billington; 'Jason Farren'; JChristenson@placer.ca.gov
Cc: David E. Mastagni; 'Che I. Johnson'
Subject: RE: Factfinding Panel SA-IM-220-M [DRAFT]

Dear Counsel,

The Panel met this evening.

As part of our recommendation for an overall settlement of disputed contract terms, we will be addressing Measure F.

Catherine Harris, Panel Chair
On behalf of the entire Panel

From: Tashayla D. Billington [mailto:tbillington@mastagni.com]
Sent: Friday, May 14, 2021 8:56 PM
To: Catherine Harris <charrisdisputeresolutions@att.net>; Jason Farren <jfarren@placerdsa.org>; JChristenson@placer.ca.gov
Cc: David E. Mastagni <davidm@mastagni.com>; 'Che I. Johnson' <CJOHNSON@lcwlegal.com>
Subject: Factfinding Panel SA-IM-220-M [DRAFT]

Dear Panel,

The County and DSA have agreed to jointly request the Panel issue of finding on whether the County can repeal section 3.12.040 of the Placer County Code, which Codifies the Measure F salary formula. The County has proposed repealing the ordinance in its entirety. The DSA proposed the parties maintain the status quo pending a legal resolution over the dispute.

We would like the Panel to issue a finding. The County however, has requested confirmation that the Panel does not believe rendering a decision would increase the time to issue the factfinding report by more than 30 days.

Please advise whether the Panel is agreeable to issue findings on this matter.

Sincerely,

Tashayla D. Billington | Senior Associate
MASTAGNI HOLSTEDT, A.P.C.
Labor and Employment Department
1912 I Street, Sacramento, CA 95811
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EXHIBIT G

FACT FINDING PROCEEDINGS

PURSUANT TO MEYERS-MILIAS BROWN ACT

In the matter of a controversy between **COUNTY OF PLACER,** Employer, and **PLACER COUNTY DEPUTY SHERIFFS' ASSOCIATION,** Union, Re: Successor to 2015-2018 MOU.	**REPORT OF FACTFINDING PANEL AFTER HEARING** *Case No. SA-IM-220-M*

Chairperson: Catherine Harris, Esq.
Arbitrator • Mediator
Sacramento, California

Union Panelmember
Sgt. Jason Farren
Placer County Sheriffs
Auburn, California

Employer Panelmember
Jane Christenson
Assistant County Executive
Auburn, California

For the Union: David E. Mastagni, Esq.
Tashayla D. Billington, Esq.
Mastagni Holstedt, APC
Sacramento, CA

For the County: Che I. Johnson, Esq.
Liebert Cassidy Whitmore
Sacramento, California

REPORT OF THE FACTFINDING PANEL

Background

This factfinding arises out of an impasse in negotiations involving an assortment of economic and non-economic issues. Negotiations for a successor agreement to the 2015-2018 MOU began on June 24, 2019. As of August 27, 2020, the parties had met for negotiations on nine occasions culminating in a last best and final offer (LBFO) from the County on July 21, 2020. The County has characterized the LBFO, which increased base

salary by 7% and reduced POST incentive pay by 7%, as an offer designed to minimize the adverse impact on the compensation of current employees while achieving long-term cost savings for the County. This offer was rejected by the Union based in large part on the Union's concerns that its membership would not approve any inroads into the continuing viability of Measure F (a local salary ordinance), as well as a concern that payment of base salary over and above what Measure F calls for might result in a challenge by taxpayer groups.

On August 27, 2020, the County declared impasse and requested an impasse meeting. On August 31, 2020, the Union informed the County that it was the Union's position that the LBFO contained several illegal terms making it improper to declare impasse.[1] On October 20, 2020, the County verbally notified the Union that it was withdrawing the LBFO and seeking to resume bargaining with the Union based on what the County has described as "significant steps to modify its proposals" during the course of a confidential mediation. The following day, on October 21, 2020, the Union filed its request for factfinding. The Union then declined a request by the County to hold factfinding in abeyance. After considering the positions of both parties, PERB made an administrative determination that the Union had met the procedural requirements to trigger factfinding. As reflected in PERB's Administrative Determination dated October 27, 2020, PERB made no determination of impasse. Since that time, the parties have continued their negotiations while also preparing for this factfinding.[2]

The positions of the parties appear to have hardened after the County notified the

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[1] The Union claims that the County drove the negotiations to impasse by unlawfully insisting that the Union bargain over permissive subjects. This allegation is part of a pending unfair labor practice charge filed by the Union. By the time of the factfinding hearing, the County had also charged the Union with conduct amounting to an unfair labor practice. As further explained herein, the panel recommends that these charges and countercharges be dismissed as part of an overall settlement of the contract.

[2] On November 24, 2020, the parties agreed to waive statutory timelines to complete the instant factfinding.

Union on February 11, 2021 of its intent to officially repeal Measure F and offered the Union an opportunity to meet and confer over any foreseeable effects its decision may have on matters within the scope of representation. The County informed the Union, in writing, that it did not intend to take any action to implement any decision prior to conclusion of negotiations on this subject; however, the issue of the viability of the Measure F formula, applied annually to members of the bargaining unit (irrespective of what is required by the terms of the bargaining agreement), has remained the single biggest obstacle to reaching agreement.

The Statutory Factors

Under the MMBA, the sole responsibility of the panel is to make findings of fact and recommend the terms of a settlement of the parties' contract dispute in conformity with the statutory factors set forth in the Meyers-Milias Brown Act (MMBA).[3] Government Code section 3505.4 sets forth the following factfinding criteria to be considered as part of this impasse resolution procedure:

(1) State and federal laws that are applicable to the employer.

(2) Local rules, regulations, or ordinances.

(3) Stipulations of the parties.

(4) The interests and welfare of the public and financial ability of the public agency.

(5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours and conditions of employment of other employees performing similar services in comparable public agencies.

(6) The consumer price index for goods and services, commonly known as the cost of living.

(7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity

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[3] Government Code section 3505.5 (a) directs the panel to make advisory findings of fact and to recommend terms of settlement. The panel has examined the record in light of all of the statutory factors while focusing on those factors which are most relevant to the determination of each of the disputed issues.

and stability of employment, and all other benefits received.

(8) Any other facts, not confined to those specified in paragraphs (1) through (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

The statute clearly provides that the above-listed factors must be considered by factfinders in arriving at their findings and recommendations but, beyond that, provides no guidance.[4] The MMBA does not rank the factors in the order of their importance nor does it restrict the factfinding panel to choosing between competing proposals.

The Factfinding Hearing

An evidentiary hearing was held on March 8 and 9, 2021 at Auburn, California. By agreement of the parties, the proceedings were transcribed by a certified shorthand reporter and copies of the transcript were provided to the factfinding panel and the parties. At the hearing, the parties were afforded a full opportunity to present testimonial[5] and documentary[6] evidence, to cross-examine each other's witnesses and to make argument to the factfinding panel. All post-hearing briefs had been received by the panel as of April 14, 2021 at which time the panel began its deliberations.

During the course of the deliberations, i.e., on May 14, 2021, the panel received a joint request from the County and the Union asking the panel to address the issue of Measure F as long as, in doing so, consideration of this issue would not unduly prolong the proceeding. On May 20, 2021, the panel agreed to respond to the request. The panel's

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[4] In its presentation at the hearing, the County identifies factors (4), (5), (6) and (7) as the relevant factors for purposes of this factfinding. The Union identifies the same factors and adds factor (3), i.e., arguing that the 44-year history of adopting the local ordinance as part of the contract is an implied stipulation of the parties and that, as such, it should be afforded some deference. The Union also implicates factors (1) and (2) when it argues that the County's salary proposal is illegal under both the MMBA and the local ordinance.

[5] The County presented the testimony of Daniel Chatigny and Kate Sampson. The Union presented the testimony of Robert Brownstein, Mark Schniepp, Edward Bonner, Devon Bell, Morgan Gire, Jeff Swearingen, Mark Salvo, and Noah Frederito.

[6] During the course of the hearing, the panel received the following documents into evidence: Joint Exhibits "1" through "28," County Exhibits "1" though "13" and Union Exhibits "1" through "60."

agreement to confront the Measure F issue head on and to make a recommendation as to how the issue should be resolved resulted in multiple deliberation sessions.

Evidence Regarding the Financial Condition of the County

In addressing statutory factor (4) [the interests and welfare of the public and financial ability of the public agency], the County presented evidence that it is projecting what it describes as "significant fiscal challenges" in the next five to ten years due to escalating costs associated with the Measure F formula. With regard to the County's operating funds, salary and benefits are the largest single category of expense (36%). Public protection is also the largest portion of the operating and capital funds expenditures by service systems. In its presentation, the County highlights the fact that per capita operating costs for public protection have increased significantly since 1977 (the year that Measure F was enacted), and most dramatically in the past five years, when compared to other expenditures.

The County projects negative ending fund balances for the Public Safety Fund beginning in 2025 ($2 million) and increasing with each passing year as follows: 2026 ($6.5 million), 2027 ($9 million), 2028 ($11.7 million), 2029 ($14.8 million) and 2030 ($18.6 million). While acknowledging that the General Fund is projected to grow, the County also projects that these increases will be absorbed by the Public Safety Fund, i.e., likely resulting in a negative General Fund balance by 2025. At this point, according to Finance and Budget Operations Director Daniel Chatigny, the County will be forced to either reduce costs (through layoffs) or cut services to the general public.

The Union challenges this interpretation of the County's financial condition. Relying on the testimony of two economic experts (Bob Brownstein[7] and Mark Schniepp[8]), it

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[7] Bob Brownstein formerly served as chief of staff for the Santa Clara County supervisors for 12 years with responsibility for all public policy issues, including fiscal policy. Subsequently, he served as Budget Director for the City of San Jose for 8 years. He currently serves as Strategic Advisor for Working Partnerships USA, a nonprofit organization that works on local public policy.

[8] As the current Director of the California Economic Forecast, Mark Schniepp prepares economic analysis and county level forecasts for the CA Department of Transportation, Kaiser Permanente, Blue Shield, CA State Auditor's Office and Southern CA Association of Governments.

argues that the County continues to outperform the Measure F comparator counties with a more resilient economy, a quicker rebound from the pandemic, lower unemployment, a better housing market and quickly recovering sources of revenue. Relying on the testimony of Mark Schniepp, the Union questions the accuracy of the County's projections (because the accuracy of projections declines with each passing year and ten-year projections may be entirely speculative) and the rationale and function of the Public Safety Fund (because the County provided no evidence as to what percentage of the Public Safety Fund goes to funding the MOU at issue herein). The Union also notes that the County admits that the Public Safety Fund is used for three different law enforcement departments and that a negative ending fund balance for the Public Safety Fund would not necessarily signify a General Fund deficit.

The Issue of Base Salary

The County's Position

For more than 40 years, the base salaries of members of the Union's bargaining unit have been set on a yearly basis by application of the Measure F formula. Measure F, enacted by Placer County voters in 1976, was codified in 1977 as Placer County Code Section 3.12.040 (Placer County Sheriff's Ordinance Initiative). The ordinance requires the County to implement annual salary adjustments to members of the Union's bargaining unit by 1) determining the maximum salaries for comparable classes of positions in El Dorado, Nevada and Sacramento Counties; 2) calculating the average maximum salaries for those three agencies for each classification; and 3) setting the salary of the Placer County comparable classifications at a level equal to that average. This salary formula has been an integral part of the parties' negotiations during multiple contract cycles and continues as part of the current contract, i.e., the 2015-2018 MOU. [9]

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[9] At the factfinding hearing, the Union presented evidence that on January 12, 2021, the Board adopted a resolution modifying section 3.12.040 to remove all managers from its coverage. The Union argues that, in so doing, the Board of Supervisors re-adopted the ordinance to apply the Measure F formula to bargaining unit members. Similarly, the Union notes that the Board of Supervisors, since 2015, has used the same comparator counties to set their own compensation.

The County acknowledges that, for the first time since the enactment of Measure F, it now seeks to change the status quo by eliminating the Measure F formula from the parties' MOU. The County's stated purpose in seeking this fundamental change is to avoid escalating costs, i.e., described by County Finance and Budget Operations Manager Chatigny as costs that will become "fiscally unsustainable" at some future time within the next five to ten years. As an alternative to the Measure F formula, the County now proposes a three-year contract with a 4.0% increase effective the first full pay period of February 2021, a 4.25% increase effective the first full pay period of February 2022, and a 4.5% increase effective the first full pay period of February 2023 (thus making the base salary of bargaining unit members *solely* a product of collective bargaining and no longer a matter governed by the provisions of the County's existing salary ordinance). The estimated cost of the County's salary proposal is 5.4 million dollars and is expected by both parties to exceed the base salary increases that would occur with the traditional application of the Measure F formula.

In seeking this change, the County asserts its statutory rights under the MMBA to negotiate base salaries.[10] The County also claims that the MMBA supersedes Measure F and that the continued application of Measure F violates the charter, passed in 1980, which gives the Board of Supervisors the right to set employee compensation. The County takes the position that while it was free to agree to the Measure F formula during contract negotiations, in so doing, it did not validate what it now regards as a void and unconstitutional ordinance preempted by the MMBA and precluded by the charter. [11]

The Union's Position

The Union claims that the County cannot rely on a projected *future* deficit over a

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[10] The MMBA also gives the County the right to implement its last and final offer after an impasse in bargaining and exhaustion of impasse procedures; however, the Union may challenge implementation based on its position that the Employer's salary proposal is illegal, thus giving rise to still another dispute in what has been a very contentious process.

[11] In the period leading up to voter rejection of two initiatives to repeal Measure F in 2002 and 2007, the County did *not* take the position that Measure F is illegal.

five to ten-year period as a means of exacting *current* concessions from the Union, especially where the County is enjoying robust growth and development compared to other northern California counties (including the comparator counties referenced in the salary ordinance). Besides arguing that the County has failed to carry its burden of establishing an economic justification for departing from the status quo, the Union also notes that the Measure F salary formula, endorsed by both prior Sheriff Edward Bonner and current Sheriff Devon Bell, has historically been an essential feature of the Placer County Sheriff's recruitment program. According to Union witnesses, the yearly application of the salary ordinance has enabled the County to attract and retain highly qualified officers.[12]

The Union emphasizes that the certainty afforded by yearly increases that are independent of the bargaining process[13] is extremely attractive to officers contemplating a lateral transfer to Placer County from another jurisdiction and that the elimination of Measure F from the County Code and the contract will pave the way for deep and lasting cuts after the agreement at issue in this factfinding expires. The Union seeks continuation of the existing wage formula, as well as a joint effort by the parties to submit a measure to the voters that would repeal the local ordinance and make the Measure F formula a part of the Charter. To further enable the parties to submit a measure to the voters (and to give the parties more time before they return to the bargaining table), the Union seeks a five-year contract term.[14]

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[12] Consistent with the Union's position, the County's HR Director Kate Sampson testified that HR does not believe that the County currently has any recruitment or retention issues and that senior members of the bargaining unit are not leaving the County. In the panel's judgment, how the elimination of the salary ordinance would impact recruitment and retention is a matter of speculation by both parties.

[13] The significance of this point is underscored by the fact that even where a contract has expired and no successor agreement has been negotiated, unit employees continue to receive the yearly increases provided for by local ordinance, e.g., the bargaining unit received a February 2021 increase even though the 2015-2018 MOU had expired and no new agreement had been reached.

[14] The County seeks a three-year contract term.

The Speciality Pay Issues

As noted by the County's Director of Human Resources Kate Sampson, when viewing the December 2020 salaries for the enumerated Measure F counties, the Deputy Sheriff II classification appears to be behind but, when viewing total compensation, the bargaining unit is 21% above comparable agencies. The County has characterized this as a compensation model *that keeps base wages artificially low while over-inflating specialty pays.* In order to remedy escalating costs associated with specialty pays, the County proposes that percentage-based specialty pays be converted to flat dollar amounts as follows:

County Proposal 8 - Bilingual Pay

- Change 5% of base salary to $464.00 per month
- Estimated cost of proposal 8: $5372

County Proposal 9 - Training Officer Pay

- Change 5% of base salary to $389.00 per month
- Estimated Cost Savings Proposal 9: $57.00

County Proposal 10 - Detective Division Premium

- Change 5% of base salary to $510.00 per month

Estimated Cost of Proposal 10: $43,597.00

County Proposals 11 - Career and Education Incentive

Intermediate Post - Change 12% of base salary to:

Deputy Sheriff I - $735 per month.
Deputy Sheriff II - $1,030 per month.
Sheriff's Sergeant - $1,225 per month.
Investigator – District Attorney - $1,285 per month.
Investigator - Welfare Fraud - $1,285 per month.
Investigator – Welfare Fraud Supervising - $1,385 per month.

Estimated Cost for Intermediate Post: $62,061

- Advanced Post - Change 17% of base salary to:
  - Deputy Sheriff I - $1040 per month.
  - Deputy Sheriff II - $1,460 per month.
  - Sheriff's Sergeant - $1,735 per month.
  - Investigator – District Attorney - $1,825 per month.

- Investigator-Welfare Fraud - $1,825 per month.
- Investigator – Welfare Fraud Supervising - $1,960 per month.

- Estimated Cost Advanced Post: $275,849[15]

The County takes the position that its proposals to convert percentage-based pays to flat dollar amounts will help put an end to escalating costs, cure the alleged defect in the Measure F formula, make it easier for the County to budget, and provide an immediate increase to members of the bargaining unit. To that end, the County proposes to convert percentages to set dollar amounts equal to 10% above the current amount that a qualified bargaining unit member would receive at the top step of the salary range.

In defending the status quo (providing for special pays as a percentage of base salary), the Union claims that the County has failed to establish an economic justification that would warrant converting percentage-based pays to flat amounts. Notwithstanding these concerns, the Union is agreeable to converting incentives for POST pay to flat dollar amounts (with increases as shown below):

POST Intermediate Certificate:

- Deputy Sheriff I - $755 per month.
- Deputy Sheriff II - $1060 per month.
- Sheriff's Sergeant - $1,260 per month.
- Investigator – District Attorney - $1320 per month.
- Investigator-Welfare Fraud - $1,320 per month.
- Investigator – Welfare Fraud Supervising - $1420

POST Advanced Certificate:

- Deputy Sheriff I - $1,070 per month.
- Deputy Sheriff II - $1500 per month.
- Sheriff's Sergeant - $1, 780 per month.
- Investigator District Attorney - $1,870 per month.
- Investigator-Welfare Fraud - $1, 870 per month.

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[15] The County also seeks to continue the status quo with respect to the payment of $100 per pay period for an AA degree, $125 per pay period for a BA, and $175 per pay period for a Masters Degree.

• Investigator – Welfare Fraud Supervising - $2010 per month.[16]

Under the Union's final proposal, the above incentive amounts are not cumulative or compounded and employees will receive only one rate of incentive pay for POST certification. Additionally, the Union also seeks to convert the flat dollar amounts for educational incentive to percentage pays as follows: 3% per pay period for an AA degree, 4% per pay period for a BA and 5% per pay period for a Masters Degree. The Union takes the position that the savings attributed to implementing the Union's proposal regarding base salaries can be reallocated to its proposed educational incentive program.

The Union also makes the following major points with respect to the various categories of special pay:

- Only small segments of the unit receive bilingual pay or training pay (as reflected above in the amount of savings projected by the county).
- The flat amount conversions, while providing a slight increase in the first year of the contract, would erode over time to the detriment of the unit.
- The County's proposals for flat amount special pays fails to establish any substantial savings during the term of the successor contract which is the subject of this factfinding.

For these reasons, the Union claims that the County has not carried its burden of justifying a change in the status quo.

County Proposals 12- Night Shift Differential

- Change 7.5% of base salary to $4.41 per hour.

The County proposes that this change be incorporated into the existing language of Section 8.11 (Shift Differential). This proposal was unacceptable to the Union as evidenced by the testimony of Kate Sampson who stated that the Union's negotiator Mark Salvo was ready to

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[16] The Union proposes these adjustments to reflect "the Measure F raise effective February 2021" to insure that its members do not receive an immediate pay cut (when compared to the terms of the existing contract).

take the County's December 8, 2020 package proposal to the membership for a vote *if* the County would withdraw its demands for elimination of Measure F (clearly the paramount issue here), the night shift proposal was *not* included, and the proposed flat amount pays were further escalated beyond the amount then offered to reflect any Measure F increases in effect as of February of 2021 (as reflected in the Union's current POST pay proposal).

The Union additionally argues that the factfinding panel should give great weight to the settlement of a pending grievance involving the night shift, signed by the County on March 16, 2017, which contains the following language: "The parties agree that during successor negotiations the language in Section 8.11 may be entirely replaced with Attachment A (to the settlement agreement) subject to the mutual approval of the parties." [17] While admitting that the language used by the parties implies "discretion," the Union proposes that the current contract language should be continued and that Attachment A should be included in the MOU as a side letter.

The County's Longevity Pay Proposal

County proposal 14 adds a single sentence to Section 8.12, subsection a (1). The proposed new language reads as follows: "This special compensation shall not be reportable to CalPERS." The Union's counterproposal seeks increases in longevity pay and does not incorporate the County's proposed new language.

Tahoe Branch Assignment Pay

Bargaining unit members who are assigned to the Lake Tahoe area receive a compensation incentive of $875.00 per month to offset the increased costs associated with the cost of living in the Lake Tahoe area. The County proposes various clarifying

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[17] The unrebutted testimony of Mark Salvo establishes that the parties had an understanding that the side letter (Attachment A) would resolve the parties' dispute about payment of night shift differential going forward into the next contract.

provisions including a requirement that to be eligible for Tahoe Branch assignment pay, employees must have a secondary dwelling within 50 driving miles of the Placer County Sheriff's Burton Creek substation.[18] The Union proposes to substitute "60 air miles" in lieu of "50 driving miles." The County argues that its proposal is sufficient insofar as it allows employees with a residence in Reno and Sparks to receive the incentive, as shown on a map that was part of the County's presentation. The Union seeks a geographically broader application of the incentive pay to allow its members more flexibility in selecting schools and housing, i.e., noting that additional compensation helps employees with expenses such as snow tires, chains, and vehicles suitable for inclement weather.

The County's Proposals to Control Benefit Costs

Employee CalPERS Contributions

As noted by the County in post-hearing brief, County proposals 15 and 16 are the only proposals that result in immediate cost savings to the County. County proposal 15 proposes a gradual realignment that will require classic or tier 1 employees to fund their full share of retirement contributions. Presently, the County is paying some of the "Employer Paid Member Contribution (EPMC)" on behalf of tier 1 employees. This is in contrast to Sacramento County (one of the Measure F counties) where employees pay the entire EPMC, as well as a portion of the employer contribution. In support of this proposal, the County presented evidence that, based on reduced investment returns to PERS, the County is projecting its total yearly PERS contributions to grow from $92 million in 2021 to $112 million in 2030. The County estimates yearly savings at $155,000.00, or 0.36% of salary.

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[18] The existing MOU contains no requirement that the employee must have a secondary dwelling; however, the Union agreed to the new requirement during the course of bargaining assuming that the County would accept its version of an appropriate radius, i.e., 60 air miles.

The Union rejects this proposal based on its claim that the County has not demonstrated a need to reduce CalPERS contributions for tier 1 members. In support of this claim, the Union cites the testimony of HR Director Kate Sampson that, at one point during the negotiations, the County had expressed a willingness to drop the retirement contribution proposal if cost savings could be achieved through other means.

County Contributions to Health Care

The County proposes to change its contribution from the current contribution of 80% of the total health care premium for any health plan offered by the County (except PERS Care) to 80% of the PORAC plan. At the hearing, the County made a presentation showing that this would generate yearly savings of $255, 357 or 0.60% of salary.

The Union withdrew its request that the County pay 20% of any available plan and now proposes to maintain the status quo. The Union opposes the change in the status quo on the grounds that it has an interest in maintaining a variety of plans with an 80/20 split due to the high costs of health services and lack of coverage options in the Tahoe region.

The County's Proposals Regarding Dental and Vision Care

County proposal 17 seeks to remove what the County characterizes as an "unnecessary and potentially misleading reference" to dental implant coverage. This is not a proposed change in practice or plan design. The County' dental insurance plan covers dental implants assuming the plan requirements have been met. The language that the County seeks to remove from Article 6, Section 6.2 reads as follows: "Effective the plan year beginning January 1, 2017, dental implants will be included in the coverage for PCDSA employees." Similarly, County Proposal 18 seeks to remove "unnecessary and outdated language" regarding vision care coverage. The language at issue reads: "The County shall provide vision insurance at the 100% employee-only rate." The Union seeks to strike County Proposal 17, as contained in the 2015-2018 MOU, from the successor agreement.

The Union further asserts that since County proposals 17 and 18 contain reopener language, these proposals should not be recommended by the factfinding panel.[19]

The Union's Non-Economic Proposals

Term of Contract

The Union is proposing a contract term of five years, beginning on July 1, 2021, in order to allow the parties adequate time to submit a measure to the voters to move the Measure F salary adjustment formula from the Placer County Code to the Charter while maintaining the 44-year old Measure F formula in a five-year successor agreement. The Union notes that a five-year term also allows the parties at least two (2) opportunities to submit a measure to the voters in an effort to resolve the dispute over the continuing viability of the local salary ordinance. As this fiscal year is approaching its conclusion, the Union believes that the five-year term should run through June 30, 2026. The Union also takes the position that since the parties have been without a contract for three years, a longer term contract will foster labor harmony by avoiding an immediate return to negotiations. The County desires to continue the status quo with regard to a three-year contract term.

Grievance Procedure

The Union seeks to amend Article 4 of the MOU to add final and binding arbitration as the final step of the grievance process. Currently, a bargaining unit member must exhaust administrative hearing procedures before the Civil Service Commission before filing a writ in the superior court. The Union seeks a process that allows resolution of the dispute by an impartial and jointly selected neutral. The Union notes that all of the Measure F

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[19] The Union cites PERB authority for the proposition that reopeners are non-mandatory subjects of bargaining and that, as such, the Union cannot be forced to agree to reopener language, i.e., even language that currently exists in the 2015-2018 MOU. This is just one of the many legal issues that would be pursued in the event that the parties do not reach a settlement of the contract.

jurisdictions, as well as comparators used by the County in its own survey, have final and binding arbitration as the final step of the grievance procedure. The County desires to continue the status quo with regard to disputes involving interpretation of the provisions of the MOU.

Discipline

The Union also seeks final and binding arbitration as the final step of the disciplinary process with each party to share equally in the expenses of arbitration as an alternative to a hearing before the Civil Service Commission. The Union lacks confidence in the Civil Service Commission to act as a neutral third party. The County seeks to continue the status quo with respect to disciplinary procedures applicable to bargaining unit members.

Personnel Files

The Union seeks to add new language to Section 14.6 which identifies non-disciplinary corrective actions, provides for how records of such actions will be maintained and establishes time periods for their removal. The proposal also sets forth when letters of reprimand should be removed from a unit employee's personnel file. The Union takes the position that corrective actions should not be considered discipline but may be used for performance evaluations. The Union argues that corrective actions should be removed from the divisional file if there are no repeat offenses by the next evaluation cycle. The Union proposes that letters of reprimand should be removed from an employee's personnel file after two

years from the original date of issuance; provided, however, that the employee has not been subject to disciplinary action during the two-year period. Currently, unit employees must actively seek to have letters removed. Employees are concerned that stale discipline may have an impact on their ability to gain special assignments or promote. The County seeks to continue the status quo on the grounds that the Union's proposal to purge letters of

counseling or reprimand is unncessary, lowers the County's expectations for its deputy sheriffs, and exposes the County to liability.

Catastrophic Leave

The Union proposes a change to the Catastrophic Leave program that addresses the issue of what happens when an employee who received a leave donation is subsequently reimbursed for the use of leave through Workers' Compensation. The Union challenges the existing practice which allows an employee whose leave banks are restored to keep the donated vacation leave which may or may not have been used. To remedy this anomaly, the Union requests that the panel recommend inclusion of the following new language as Section 14.14 of the MOU;

> Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness/or injury, any unused donations will not be deducted from the original donor's balance. In the event that the receiving employee has a worker's compensation claim approved for which the employee receives worker's compensation paid leave, the County will reimburse any donated leave that was used by the recipient prior to the approval of the worker's compensation claim.

The County opposes the inclusion of this provision based on "serious potential tax implications for both donating and receiving employees" under the proposal. The County did not provide a detailed explanation as to the tax implications associated with restoring leave (whether used or unused) and did not specifically identify any costs that would be incurred by the County in the event that the Union's proposal were to be implemented.

RECOMMENDATION OF THE PANEL

The record does not establish that continuation of the Measure F formula, as it pertains to base salary only, will result in uncontrolled or unsustainable costs during the term of the successor contract or at any time in the future.

Where the parties have incorporated the language of a local salary ordinance into their MOU for the last 44 years, this implicates factors (2), (4), (5), (6) and (7) of the

MMBA criteria. For reasons explained herein, the panel has concluded that the County's legitimate goal of controlling future costs can only be realized through changing the structure of special pays, as opposed to changing the base salary formula.

The County has repeatedly emphasized that its bargaining goals are 1) to avoid uncontrolled cost escalation; 2) to achieve market alignment with neighboring counties; and 3) to promote long-term fiscal sustainability. Logic dictates that stemming future costs cannot be achieved through the elimination of a base salary formula that is based on the average wages paid to law enforcement personnel by other northern California counties with less robust economies. Lending additional support to this conclusion, the County has itself characterized the base salary formula as a formula that has created "artificially low wages." Under these circumstances, the real exposure to escalating costs is not created by the base salary formula but rather by the tying of percentage pays to automatic yearly wage increases. As described by the County in its final arguments to the panel, the current compensation program has kept base wages low while over-inflating specialty pays.

The benefit which the County now seeks to eliminate has two distinct components: 1) the formula for arriving at the yearly salary increase using the salary data from the Measure F counties and 2) the automatic payment of the yearly increase[20] independent of collective bargaining. With regard to the first component of the benefit, the County has not argued that the Measure F counties are inappropriate for purposes of base salary comparisons. To the contrary, the repeated inclusion of the Measure F formula in the contract during multiple contract cycles implies mutual acceptance of their comparability dating back to 1977. Where there is no persuasive evidence that the County is

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[20] Theoretically, if El Dorado, Nevada and Sacramento counties paid no increases and the average increase was $0.00, the Union would receive no increase. There is no evidence that during the history of the parties' bargaining relationship, there was ever a year in which no increase was given.

disadvantaged by the Measure F base salary formula, or that the Measure F counties are not comparable, the panel must conclude that the County has *not* established an economic justification for abandoning the existing base salary formula.

The Union's proposal to submit a ballot measure to voters to adopt the Measure F formula as part of the Charter serves the best interests and welfare of the public.

In arguing that Measure F is illegal, the County posits that 1) the local ordinance is unconstitutional; 2) the local ordinance is in conflict with state law (the MMBA); and 3) the local ordinance is preempted by the County Charter. Where neither party has been able to supply legal authorities that would enable reliable predictions as to the outcome of litigation, the contentions of both parties are, at best, legal theories that may or may not prove successful when tested in a judicial forum. Due to the legal uncertainties surrounding what has been the most divisive issue in the negotiations, the panel is recommending adoption of the Union's salary proposal, as modified by the panel herein. Adopting the Union's proposal to submit a ballot measure to the voters is more likely to pave the way for more harmonious labor relations whereas the County's wage proposal, tied to elimination of County Code Section 3.12.040, is likely to expand existing disputes into unchartered terrain with potential unknown consequences to the parties.

The County's legal arguments do not present an "open and shut" case.

The Unconstitutionality Argument

While the County has expressed a high level of confidence that it has the winning arguments regarding Measure F, a review of the legal authorities on which the County relies reveals that the County has raised issues that are both complex and novel. In post-hearing brief, the County argues that the local ordinance infringes on its authority under Article 11 of the California Constitution to determine its employees' compensation; however, a review of the language of Article 11 does not lead inexorably to that conclusion. For example, Section 4 of Article 11 provides: "County charters shall provide for: ... (f) The fixing and

regulation by governing bodies, *by ordinance*, of the appointment and number of ... persons to be employed. Article 11, Section 7 of the California Constitution also specifically provides that a county may make and enforce within its limits ordinances and regulations that are not in conflict with general laws. There is no language in Article 11 of the California constitution which addresses the legality or enforceability of a local ordinance that establishes a formula for ascertaining whether or not to administer annual base salary increases. Recognizing that the general language of Article 11 does not provide definitive support for its position, the County has looked for additional support in court decisions.

Specifically, the County relies on the California Supreme Court's decision in *Sonoma Cty. Org. Of Pub. Employees v. Cty of Sonoma* (1979) 23 Cal. 3d 296 to argue that County Code section 3.12.040 is unconstitutional. In a case almost as old as Measure F, the Court examined the constitutionality of Government Code §16280 (prohibiting the distribution of state surplus or loan funds to any public agency granting cost-of-living or salary increases over and above increases provided to state employees). There, a group of unions representing county employees principally argued that the statute was an unconstitutional impairment of contract (referring to the MOUs which provided for wages that, if paid, would conflict with the requirements of the statute). The Court was also asked to determine the question of whether Government Code §16280 violated Article XI of the California Constitution because it interferes with the rights of chartered counties to determine the compensation of their employees *through collective bargaining*. Although the Court did find the challenged statute to be unconstitutional on multiple grounds, the consequences of the Court's decision was to enforce the terms of the negotiated MOUs and to invalidate a statute that would have otherwise penalized county employers by denying them funds designed to mitigate the effects of Proposition 13.

In *County of Sonoma*, the Court specifically found that there could be no doubt that there was a conflict between the challenged statute (which effectively invalidated wage increases that had been agreed to by cities and counties) and the ordinances or resolutions of the local agencies that ratified the agreements. Here, there is no such showing of a conflict. To the contrary County Code Section 3.12.040 and the negotiated agreements have co-existed for a period of 44 years in harmony as both the local ordinance and successive MOUs have contained the identical base salary formula. Under these circumstances, it is doubtful that any court would conclude that the Supreme Court's decision in *County of Sonoma* compels the conclusion that County Code Section 3.12.040 is unconstitutional.[21]

The MMBA Preemption Argument

As a threshold matter, the MMBA contemplates that as a statewide statute, it will coexist with charters, ordinances and rules of public agencies as reflected in the following language of Government Code § 3500 (a):

> It is the purpose of this chapter to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by those organizations in their employment relationships with public agencies. **Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances, and rules of local public agencies that establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor is it intended that this chapter be binding upon those public agencies that provide procedures for the administration of employer-employee relations in accordance with the**

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[21] The County's reliance on *San Francisco Labor Council v. Regents of Univ. of California* (1980) 26 Cal. 3d 885 is similarly unavailing. This case raises the issue of whether the Regents could be compelled to fix minimum salary rates for certain employees at or above prevailing rates in accord with Education Code §92611. Since the California Constitution specifically provides that the University operates as independently of the state as possible and can only be regulated as specified in Article IX, any attempt to analogize to this case is unlikely to be successful.

> **provisions of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.** Emphasis supplied.

The above-quoted statutory language helps to explain why local ordinances continue to be applied to represented employees throughout the state of California.

In post-hearing brief, the County takes the position that the MMBA preempts any local labor-management procedures which foreclose salary negotiations. This presupposes that the parties' repeat *agreements* to use the Measure F formula, as both a ceiling and a floor, foreclosed negotiations. This assumption is simply not accurate. As explained in this report, the parties, over the course of decades, have mutually agreed to use the same formula currently used by the Board of Supervisors to determine their own compensation. In advocating the principle of MMBA preemption, the County cites two cases, i.e., *Voters for Responsible Retirement. v. Bd. of Supervisors* (1994) 8 Cal 4th 765 and *City of Fresno v. People ex. Rel. Fresno Firefighters, IAFF Local 753* (1999) 71 Cal. App. 4th 82. Neither of these cases is squarely on point nor does either case provide unassailable support for the County's position.

In *Voters for Responsible Retirement*, the California Supreme Court concluded that, contrary to the contentions of both parties, Article XI, section 1 (b) of the California Constitution neither restricts nor secures the local right of referendum on employee compensation decisions. The Court further concluded that Government Code §25123 (e) (providing that ordinances relating to and other compensation of employees take effect immediately), read in conjunction with the MMBA , does restrict the people's right of referendum in a case in which the ordinance that would be the subject of the referendum specifically relates to the implementation of an MOU.

In *Voters for Responsible Retirement*, the Trinity County Board of Supervisors had approved a three-year MOU with various employee associations which included various changes to the retirement plan subject to completion of various statutory requirements, i.e., amendment of the County's contract with PERS. The Board subsequently approved the amendment of the contract through Ordinance 1161. Due to community concern that the new retirement plan created a financial burden on the County, the required signatures were gathered to challenge the ordinance through repeal or referendum. While the case does address to what extent the MMBA restricts the use of the referendum to overturn the product of negotiations between employers and unions (MOU provisions), it does not address to what extent an employer may *unilaterally* repeal a local ordinance which has for more than 40 years served as the formula for base salary negotiations.

City of Fresno raises the issue of whether a city may contractually agree, under a labor agreement between the city and its labor unions pursuant to the MMBA, to refrain, for the duration of the agreement, from exercising its right to propose charter amendments to the voters. In *City of Fresno*, a charter provision prescribed an eight-city formula under which the council was required to set salaries for police officers and firefighters based on the average salaries paid to their counterparts in eight other California cities. Due to an unsuccessful attempt to repeal the charter provision under prior agreements and the continuing concern of both police and fire unions that a citizens' group might attempt to put the repeal on the ballot for a second time, the MOUs contained language providing for an alternative salary setting method in the event that the eight-city formula were to be eliminated by a vote of the electorate. The MOUs also contained a zipper clause requiring any party desiring to change a provision of the MOU during the term of the contract to request a meet and confer and further stating that a party may refuse a request to meet and confer if the matter on which negotiations was being sought was covered by the MOU, or the

subject of a written proposal during negotiations. Thereafter, the City requested to meet with the unions to discuss a possible repeal. When the unions refused to meet, the City brought an action requesting an injunction and declaratory relief.

Citing *County of Sacramento v. Fair Political Practices Com.* (1990), 222 Cal. App. 3d 687, the court initially observed that when a charter city legislates with regard to municipal affairs, its charter prevails over state law. However, as to matters of statewide concern, charter cities remain subject to state law. In finding that the constitutional grants of authority to a charter city are not absolute, the court specifically stated:

> The Supreme Court has held on several occasions that these provisions must be harmonized with laws addressing matters of statewide concern. General laws seeking to accomplish a statewide objective may prevail over conflicting local regulations even if they impinge upon some phase of local control. *Baggett v. Gates* (1982) 32 Cal. 3d 128.

Based on its reading of *People ex. rel. Seal Beach Police Officers Assn. v. City of Seal Beach* (1984) 36 Cal. 3d 591, the court concluded that to promote harmonious and stable labor relations (a matter of statewide concern), the City must meet and confer on charter amendments which involve a mandatory subject of bargaining and that once a city has bargained and agreed in an MOU to forego its power to propose amendments for the term of the agreement, the agreement is binding.

In sum, *City of Fresno* does not support the County's position that the MMBA, a general statute of statewide concern, preempts a more specific statute, i.e., Section 3.12.040 of the County Code. Nor does it stand for the proposition that Measure F is in conflict with the MMBA; that the MMBA supersedes the ordinance; or that Measure F is unenforceable.

The Charter Supersession Argument

As the third prong of its argument, the County argues that its Charter, enacted in 1980, supersedes Measure F insofar as the Charter contradicts County Code § 3.12.040. Specifically, the County focuses on Charter Section 302 (b) which empowers the Board of

Supervisors to set compensation for County employees. This argument ignores the fact that County has an obligation under a statute of statewide concern (the MMBA) to bargain with the Union regarding not only compensation but other mandatory subjects of bargaining whether or not specifically authorized by the Charter. Stated another way, the power of the Board of Supervisors to "set compensation" (here through the bargaining process in accordance with the MMBA) does not negate either the Union's role in the negotiating process or the role of the electorate in repealing a voter-enacted ordinance.

In sum, the issues around Measure F are novel and complex and the cited cases are not directly on point. Under these circumstances, litigation for both parties would likely be expensive and unpredictable and there could be unforeseen outcomes for both parties.

The panel recommends changes to the Union's proposal.

While the Measure F formula, *as applied to base salary,* has not resulted in uncontrolled or unsustainable costs, the issues surrounding Measure F have been the most contentious. For this reason, the panel questions whether the parties should agree to a date certain for submission of the ballot measure. In the interest of promoting harmonious labor relations, the panel recommends that the successor agreement commence on July 1, 2021 and remain in effect for a period of five years, i.e., ending on June 30, 2026, and that any attempt (s) to secure a voter-enacted Charter amendment occur prior to expiration of the contract. The panel also recommends that, in order to foster collaboration between the parties, each of the parties agree to withdraw all pending unfair labor practice charges.[22]

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[22] Since the Union's proposal contemplates that the parties will be working together to formulate the precise language of the Charter measure, the parties may wish to consider whether the the average wage derived from the comparators should be considered a salary minimum or "a floor and a ceiling." If the language provides only for minimums, with the opportunity to negotiate additional increases at the bargaining table, this would keep the automatic yearly increases (independent of the bargaining process) in effect but the County would have the freedom to negotiate what it regards as regionally competitive base salaries that exceed the minimums during the next round of bargaining. Thus, this approach may benefit both parties.

The recommended approach, i.e., letting the voters decide a contentious issue that the parties have been unable to resolve in bargaining, addresses the County's concern that the existing Charter, as amended in 1980, supersedes the local ordinance , as well as the Union's concern that the elimination of Measure F usurps the authority of the voters and invites litigation by citizen groups. When viewed in the entire context of the recommended terms of settlement, this is a reasonable pathway for the parties to work together to repeal the local ordinance and re-adopt the same base salary formula, applied annually, as part of the Charter.

While no one can accurately predict the outcome of litigation, the issues raised by the parties herein are complex and novel issues of first impression. These issues could take years to finally determine; have a real potential to further undermine the already strained relationship of the parties, and would likely prove very expensive to litigate. Taking these factors into consideration, the panel recommends adoption of the Union's proposal, as modified herein, because it places resolution of the Measure F issue in the hands of the voters and enables the parties to engage with each other in a more collaborative manner. It is also worth noting that acceptance of the Union's proposal does not frustrate what the County has identified as its principal goals of avoiding uncontrolled cost escalation, achieving market alignment with neighboring counties, and promoting long-term fiscal sustainability.

The conversion of percentage pays to flat amount pays, as described herein, will bring the total compensation of bargaining unit members into closer alignment with the comparator counties.

The panel has concluded that the bargaining unit is being paid at a rate that significantly outpaces the *total compensation* paid to other similarly situated employees in the Measure F counties and that deputy sheriff salaries have, particularly within the past five years, outpaced increases in the consumer price index. In comparing the impact of base

salary and percentage pays on total compensation, the panel has further concluded that the market position of the Union's members (21% ahead of the market) is a function of total compensation as driven by percentage pays, and *not* by base salaries.

The position of the bargaining unit, vis-a-vis the Measure F counties, is largely a product of escalating percentage pays that are *regularly* paid to members of the bargaining unit, i.e., percentage pays that grow automatically with each annual increase. The panel distinguishes two special pays, i.e., Field Training Officer pay and night shift differential, because these special pays are paid on an *intermittent* basis. As to the two intermittent special pays, the panel recommends continuation of the status quo as neither FTO pay nor night shift differential have been shown to materially impact the County's goal of avoiding escalating future costs expected to become fiscally unsustainable. On the other hand, where the regularly paid incentive pays collectively represent approximately 50% of total compensation, the County's argument (that tying these pays to Measure F salary increases has over-inflated special pays) is persuasive. In the panel's view, tying the growth of special pays to annual base salary increases amplifies the impact of the local ordinance and fuels the disparity in overall compensation between Placer County and the Measure F counties.

In sum, the County's proposal to address this disparity by converting percentage pays to flat amounts, while at the same time increasing these pays on a one-time basis, is a fair and balanced approach to controlling future costs without adversely impacting current wages. The impact of the County's proposal to rein in escalating costs would be blunted if the panel were to accept the Union's proposal to change educational pays to percentage pays. The panel therefore recommends that the County's proposals be adopted with regard to Detective Pay, Career/Education Incentive (**with the Union's proposed flat amount**

payments),[23] and Bilingual Pay. With regard to the intermittent pays, the panel recommends that the Union's proposals with regard to FTO Pay and Night Shift Differential be adopted.

Under the circumstances presented here, the continuation of the Measure F formula in setting base salaries on an annual basis, along with the parties' joint commitment to submit a measure to the voters (that would repeal Section 3.12.040 of the County Code and enact a charter amendment that sets annual salaries using the Measure F formula) is the quid pro quo for the elimination of the lion's share of the percentage pays as proposed by the County. This compromise serves the interest and welfare of the public because it addresses the County's need for predictability in budgeting; maintains the predictability of annual base salary readjustments for Union-represented employees and brings bargaining unit members' overall compensation into closer alignment with the comparator counties.

The panel recommends the Union's proposal for a 60 air-mile radius

Two other special pays that are the subject of the dispute are the Tahoe Branch Assignment Pay and Longevity Pay. Where the Union conceded the issue of the requirement of a dwelling in the Tahoe area, allowing the Union a wider area for location of the dwelling is a reasonable compromise. This is especially true where the 60 air-mile radius proposed by the Union is designed to give officers more flexibility in selecting schools and housing which presents unique challenges in the Tahoe region.

The panel also recommends adoption of the County's new longevity pay language and continuation of the status quo with regard to longevity pay amounts.

With regard to Longevity Pay, the panel concludes that the language sought by the County is reasonable in light of PERS regulations and should be adopted. With regard to the Union's proposal to increase longevity pay, there is no sufficient showing that higher rates of longevity pay are warranted.

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[23] Consistent with the panel's recommendation on the salary issue, the panel recommends the Union's proposed flat amounts as they reflect the Measure F raise effective February 2021.

The panel also recommends adoption of County proposals 15 and 16.

In its hearing presentation, the County presented unrebutted evidence that employer contribution rates are expected to increase dramatically in the coming decade and that to the extent that the County continues to fund a portion of EPMC on behalf of tier 1 employees, this burgeoning liability is exacerbated. While the County may have been willing at one point during the course of the negotiations to drop this proposal if other savings could be achieved, this does not alter the fact that implementation of the proposal would result in an immediate yearly savings to the County at a time when its liability for PERS contributions is increasing. The panel recommends that the County's proposal 15 become one of the terms of a final settlement of the contract.

Similarly, the County' s proposal to control the cost of its contributions to health care would result in an immediate savings at a time when the cost of health insurance is universally rising. While the panel has considered the burden placed on officers assigned to the Tahoe area, this evidence is not sufficiently persuasive to dissuade the panel from recommending that proposal 16 become a part of the parties' successor agreement.

The panel recommends the continuation of existing language of Articles 6.2 and 6.10.

The County's proposals 17 and 18 regarding dental and vision care are unrelated to cost savings. These requests for changes in language are deemed by the panel to be of little consequence to either party. The panel will therefore recommend a continuation of the status quo with respect to Articles 6.2 (Dental Insurance) and 6.10 (Vision) for the life of the successor agreement.[24]

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[24] In making this recommendation, the panel makes no finding regarding the Union's allegation that by insisting to impasse that the Union agree to a non-mandatory subject (reopener), the County has engaged in an unfair labor practice. In any event, if the parties were to accept the recommendations of the panel for settlement of the contract terms, this legal issue, like multiple other legal issues, would become irrelevant during the term of a five-year agreement.

The panel does not recommend final and binding arbitration of discipline grievances.

While the Union claims that administrative procedures before the Civil Service Commission do not provide the same level of fairness as final and binding arbitration by a neutral arbitrator mutually selected by both parties, there is no solid evidence that the system in place is not working to vindicate the rights of the Union's members who have been subjected to disciplinary action. No specific evidence was presented that would demonstrate that an inordinate number of cases are being appealed to court; that the hearing officers are biased or unqualified to decide disciplinary issues (that probably do not involve an interpretation of the parties' contract); that employees are being denied their due process rights; or that the existing system is riddled with delay or some other procedural unfairness. Under these circumstances, the panel recommends a continuation of the status quo with respect to the final appeal of disciplinary action as set forth in Article 11.

The panel recommends final and binding arbitration of contract interpretation grievances.

With respect to Article 4, the panel recommends acceptance of the Union's proposal #2 with respect to a proposed change in the final step of the grievance procedure, i.e., from the filing of a formal complaint with the Civil Service Commission (the current final step) to final and binding resolution by a third party neutral (as proposed by the Union). As noted by Union President Noah Frederito in his hearing testimony, the parties have frequent disputes over the meaning of their contract. Unlike disciplinary appeals, contract interpretation grievances may affect all or a substantial number of employees in the bargaining unit. Where the rulings of the Civil Service Commission are not final and binding and may be appealed to the superior court, the duration of contract disputes may be unduly prolonged, i.e., spilling over into a new contract cycle and bringing legal disputes to the bargaining table.

The Union proposes using the roster of neutrals provided by the California State Mediation Service (CSMCS). Arbitrators on this CSMCS roster have special expertise in resolving disputes regarding the interpretation of collective bargaining agreements. In accord with the Union's proposal, the arbitrator is mutually selected by the parties from a list of qualified neutrals through an alternate striking procedure and the fees and expenses of the arbitrator, who makes a final decision, are shared equally by the parties.

Here, the Union is not seeking a benefit that is rarely provided to other law enforcement groups. To the contrary, this is a benefit enjoyed by every agency that the County identified in one of its own surveys, as well as Measure F counties. The County objects to final and binding arbitration on the grounds that there is no showing of unfairness on the part of Sheriff's Department management. This argument ignores the fact that the Union seeks to transform what has essentially been a unilaterally imposed multi-level appeal process into a *negotiated* procedure for dispute resolution that is more streamlined.

Submitting disputes over interpretation of contract provisions to an impartial third party neutral is a tried and tested method of dispute resolution in unionized settings that has worked well for decades. Just as submitting the Measure F formula to the voters would serve to diffuse a continuing source of conflict between the parties, submitting contract interpretation disputes to a third party neutral would provide quicker solutions to conflicts, as well as reasoned decisions by mutually selected professional contract readers. During a contract cycle in which the Union is being asked to surrender significant economic enhancements, final and binding arbitration of contract interpretation grievances is an appropriate trade-off for concessions on special pays and benefit costs.

There are compelling reasons for adoption of the Union's proposal 13 as modified.

Letters of warning and counseling memoranda need not remain active for an indefinite period of time as a permanent stain on the employee's reputation. The purpose of

counseling and low-level discipline is not to punish the employee for an indeterminate amount of time but rather to correct performance deficiencies. After an employee has brought performance into line with management expectations and has received no corrective action or warning letter for a two-year period, the employee deserves to be afforded a meaningful opportunity for career growth and development, i.e., an opportunity that could be denied based on stale documentation that remains in files reviewed by the employee's superiors. A two-year period is long enough to provide positive assurances to the County that an employee has chosen a new direction consistent with management expectations. Expunging low level discipline and counseling memoranda, after at two-year period with no corrective actions or warning letters, is extremely unlikely to expose the County to liability.

The panel recommends adoption of a more simplified version of the Union's proposal to contain the following language:

> Counseling memoranda are to be removed from divisional files after two years during which the employee receives no subsequent counseling memorandum.
>
> Documentation regarding verbal warnings or letters of warning are to be removed from personnel files after two years during which the employee receives no subsequent documented verbal warnings or letters of warning.

This language provides a strong incentive for employees to avoid counseling or discipline, in order to remove obstacles to career advancement, and would be of benefit to both parties.

The Catastrophic Leave Proposal was not fully vetted during bargaining.

The panel recognizes that there is a fairness issue with regard to leave donations when an employees sick leave is restored pursuant to Workers' Compensation; however, it is unclear to the panel what specific tax issues would preclude an adjustment of leave balances under these circumstances. The panel therefore recommends that the parties agree to seek clarification from the auditor as to how this inequity might be corrected, whether the catastrophic leave is used or unused, without exposing the County or any party to tax

liability. Clarification of this issue would also facilitate leave donations (a practice that both parties support) in a manner that would benefit both parties. [25]

CONCLUSION

The panel has determined that in accordance with the statutory criteria, this recommendation supports the interests and welfare of the public and the financial ability of the public agency, addresses the long history of a base salary formula applied annually, considers both parties' proposals in light of wage comparability and the cost of living, and takes into account the overall compensation of unit employees. Additionally, the proposed settlement generates both immediate and long term cost savings while, at the same time, preserving a longstanding economic benefit (the annual base salary formula applied per contract and local ordinance), i.e., a benefit of huge significance to the Union and its members. The proposed settlement also keeps in place a benefit endorsed by current Sheriff Bell and former Sheriff Bonner and considered by Union witnesses to be an essential feature of the recruitment program. Equally significant, the proposed settlement places the most divisive issue in these negotiations in the hands of the voters, puts an end to contentious legal disputes for the duration of a five-year contract, and promotes labor peace and harmony. Finally, the adoption of final and binding arbitration of contract interpretation disputes strikes a balance between cost-saving concessions and non-economic improvements and recognizes the Union as an equal partner in the dispute resolution process.

Based on its findings and conclusions, the panel recommends terms of settlement as set forth in this report and as summarized in Exhibit "A" to this report.

///

SEE SIGNATURES OF MEMBERS OF THE PANEL ON NEXT PAGE

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[25] The panel also recommends that all of the tentative agreements under Tab 26 of the Joint Exhibits be included in the successor MOU.

Dated: 8/20/21

CATHERINE HARRIS, CHAIRPERSON

Dated:

JANE CHRISTENSON
Employer Panelmember

I concur ☐

I dissent ☐

Dated: 8/21/21

JASON HARRAN
Union Panelmember

I concur ☒

I dissent ☐

Attachment:

Exhibit "A" (Summary of Terms of Recommended Settlement)

essential feature of the recruitment program. Equally significant, the proposed settlement places the most divisive issue in these negotiations in the hands of the voters, puts an end to contentious legal disputes for the duration of a five-year contract, and promotes labor peace and harmony.

Based on its findings and conclusions, the panel recommends terms of settlement as set forth in this report and as summarized in Exhibit "A. "

Dated:

CATHERINE HARRIS, CHAIRPERSON

Dated: 8/12/21

JANE CHRISTENSON
Employer Panelmember

I concur ☐
I dissent ☑

Dated: Dated:

JASON FERRAN
Union Panelmember

I concur ☐
I dissent ☐

Attachment:

Exhibit "A" (Summary of Terms of Recommended Settlement)

Fact-Finding Hearing with the County of Placer
& the Placer County Deputy Sheriffs' Association
PERB Case No. SA-IM-220-M

Placer County Panel Member
Jane Christenson, Assistant County Executive Officer
Auburn, California

Dissent and Concurrence to the Fact-Finding Report and Recommendations

As the representative for the County of Placer (County) to the Fact-Finding Panel, I respectfully dissent & concur with the recommendations contained in the Fact-Finder's Report & Recommendations (Report), as described below. Over the past two years, the County has tried in good faith to reach an agreement with the DSA to help achieve the following three goals: (1) avoid uncontrolled cost escalation, (2) reach market alignment with its neighboring Counties; and (3) promote the County's long-term fiscal sustainability. To further these goals, the County sought a three-year agreement, in which the Placer County Deputy Sheriffs' Association ("DSA") would receive a combined **12.75% base salary increase**. This increase would represent an approximate **$5.6 million** investment into public safety over the next three years in base salaries.

However, despite the County's good faith efforts to reach an agreement with the DSA, the parties remain at impasse in negotiations. The Report's recommendations do not adequately address the County's primary concern: the need to negotiate salaries with the DSA and to repeal the statutory salary setting formula commonly referred to as "Measure F." Primarily for this reason, I am providing the following dissent and concurrence.

1. The County Should Bargain Salaries for DSA Members and Repeal Measure F

Consistent with the California State Constitution, the Meyers-Milias-Brown Act, and the Placer County Charter, the County seeks to exercise its legal right to negotiate salaries with the DSA. The vast majority of public entities in California establish salary increases through this same negotiation process. Further, all other County represented bargaining units also establish their salaries increases through negotiations. Previously, it was thought that Measure F would ensure that employees compensation remain at market. However, Measure F has caused DSA employees' total compensation to be as much as **21% above the market due to the compounding effect of Measure F and other provisions of the current agreement**.

These escalating salaries have created significant fiscal challenges that require that the County take decisive steps to remedy. The County estimates that the uncontrolled costs are a direct result from Measure F and the existing agreement. The County projects that based on current trends, the unassigned General Fund Balance will be **$-22.1 million** by 2025, and **$-63.1 million** by 2030. If unchecked, the County would have to respond to these deficits with layoffs or cuts to public services. While the Report recommends that Measure F be submitted to the voters as a charter amendment, the County seeks to repeal the measure to remedy the County's long-term fiscal deficits and to bargain salary increases as it does with all other represented bargaining units, in keeping with the Charter authority approved by Placer voters.

2. The County Should Convert DSA Specialty Pays to Flat Dollar Amounts

I generally agree with the factual findings and recommendations contained in the Report regarding converting specialty pays to flat dollar amounts. While I disagree that this alone is sufficient to address the County's projected deficits, I concur that converting the percentage-based amounts to set dollar amounts is an important step to addressing the County's looming fiscal challenges.

3. The Report Should Recommend the County's Proposal for Tahoe Branch Assignment Pay.

The County provides Tahoe Branch Assignment Pay to help offset the increased cost of living in the Tahoe Basin area. The County sought to clarify that employees must live within 50 driving miles in order to qualify for the pay. During the Fact-Finding hearing, the DSA incorrectly asserted that the County's proposal was too restrictive because it limits the DSA members from receiving the incentive while living in Reno or Sparks, Nevada. However, the County directly disputed this assertion by providing a coverage map that clearly shows that both the city of Reno and Sparks are covered by the County's proposal.

The Report recommends that "Tahoe Branch Assignment Pay" be provided to employees who live beyond the cities of Reno or Sparks, which are already outside the Tahoe Basin area. Essentially the report would provide a Tahoe cost-of-living windfall to DSA member who live outside the higher cost area but would continue to receive the increase in compensation.

4. The County's Proposal to Clarify Current Practice Regarding Longevity Should be Adopted.

I concur with the Report's recommendation that the County proposal 14 be adopted. This clarifying language was recommended by CalPERS during a prior audit of the Memorandum of Understanding. This is not a change in practice and will have no impact on employees.

5. The County's Proposals Regarding CalPERS and Health Care Contributions should be adopted.

I concur with the Report's recommendation that the County proposals 15 and 16 be adopted. These two proposals result in immediate cost savings for the County. County Proposal 15 will require that "Classic" tier employees will pick up their full share of retirement contributions. This will result in an approximate $155,000 of annual cost savings for the County.

Additionally, County Proposal 16 would require that the County's contributions towards health care be set at 80% of the PORAC plan. This would result in an approximate $255,357 of annual cost savings for the County.

6. The County's Proposals Regarding Clean up Language Regarding Vision and Dental Coverage should be adopted.

The Parties' agreement contains outdated language that states that employees shall have coverage for specific dental and optical items. These items are already covered under the Parties' dental and vision plans. Accordingly, the County seeks to remove unnecessary and outdated language regarding vision and dental care coverage. The County is not seeking to change its current practice or coverage, so I dissent from the Report's recommendations that the obsoleted terms should remain.

7. The County Should Not Agree to Binding Arbitration.

I dissent from the report's recommendations regarding contractual arbitration. The county does not provide contractual arbitration for this bargaining unit or any other county bargaining unit but uses a Civil Service Commission to evaluate these types of disputes. The Civil Service Commission consists of members of the public who live and are active members of the community. I believe it is in the best interest of the county to have disputes resolved by individuals who are members of the public, rather than appointed individuals who may come from hundreds of miles and know nothing about Placer County. ***It is important to note this Civil Service Commission role was affirmed by the 2019 Charter Review Committee, as well as the voters of Placer County in a November 2020 election.***

Additionally, I respectfully disagree with the recommendation that the contractual arbitration process is more streamlined or expeditious than the Civil Service Commission. Please note no evidence was presented during the hearing to indicate that the current process is unduly delayed or backlogged. This is especially notable when contrasted with the considerable delay and cost experienced to date with an outside arbitrator.

8. The County Should Not Agree to Purge Letters of Counseling and Reprimand that are older than two years.

I dissent from the recommendation that counseling memorandum and letters of reprimand that are older than two years should be removed from supervisory files. Letters of counseling, instruction, and reprimand are informal corrective actions taken to avoid future, and potentially more serious, misconduct. These written documents serve two important and distinct purposes: (1) they place the employee on notice of actions they need to correct; and (2) they document that the Department has taken corrective or preventative steps. Removing or limiting these documents would create serious risk of liability for the County and its taxpayers.

SUMMARY OF RECOMMENDED CONTRACT TERMS

1. Base salary-adopt Union proposal with panel modifications

2. Special Pays-adopt County proposal with Union's method of calculating flat pays for Career Incentive Pays (except as provided in 3)

3. Continue status quo with respect to FTO pay and night shift differential (with addition of side letter re: interpretation of Section 8.11)

4. Continuation of status quo with regard to education incentives

5. Adopt County proposals 15 and 16 for control of benefit costs

6. Adopt 60 air miles in lieu of 50 driving mils for Tahoe Branch assignment

7. Continue status quo with regard to longevity pay rates but adopt County proposal for language change to reflect PERS regulations

8. Continuation of status quo with regard to Article 6.2 (Dental Care) and 6.10 (Vision)

9. Adopt Union proposal 13 (Personnel Files as modified by panel)

10. Adopt panel proposal to seek clarification regarding tax implications of restoring unused or catastrophic leave

11. Adopt Union proposal for final and binding arbitration of contract interpretation grievances

12. Continue status quo with regard to disciplinary appeals

13. Five-year contract

14. Adopt all tentative agreements under tab 26 of joint exhibits

Exhibit "A"

EXHIBIT H

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

In the matter of: An ordinance implementing salary and benefits adjustments for employees represented by the Placer County Deputy Sheriffs' Association.

Ordinance No.: 6105-B

Introduced: September 14, 2021

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held September 28, 2021, by the following vote:

Ayes: GORE, HOLMES, GUSTAFSON

Noes: JONES

Absent: WEYGANDT

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 Deputy Sheriff's Association (PCDSA) as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. This ordinance shall be effective the first pay period following adoption unless otherwise set forth in Exhibit A.

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

Exhibit A: Compensation Adjustments for Employees Represented by Placer County Deputy Sheriffs' Association

EXHIBIT A

SALARY ADJUSTMENTS

PCDSA represented employees shall receive general wage increases as follows:

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

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.

EXHIBIT I

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

In the matter of: An ordinance amending sections of Chapter 3 to implement the terms imposed on the Placer County Deputy Sheriffs' Association.

Ordinance No.: 6104-B

Introduced: September 14, 2021

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held September 28, 2021, by the following vote:

Ayes: GORE, HOLMES, GUSTAFSON

Noes: JONES

Absent: WEYGANDT

Signed and approved by me after its passage.

Cindy Gustafson
Chair, Board of Supervisors

Attest:
Megan Ward
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:

- 3.04.190
- 3.04.280
- 3.04.290
- 3.08.1020
- 3.12.020
- 3.12.040
- 3.12.060
- 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

3.04.190 Work required of employees.

A. General, Professional and Deputy Sheriffs Units. Except as may otherwise be provided, an employee who occupies a full-time, permanent position shall work forty (40) hours in each workweek.

B. General Unit Employees Subject to FLSA 7J Exemption. Employees subject to the FLSA 7J exemption shall be on an eight-hour day, eighty (80) hour work period for purposes of overtime.

C. General Unit Employees Subject to FLSA 7K Exemption. Employees subject to the FLSA 7K exemption shall work on a twenty-eight (28) day work period for purposes of overtime.

D. **PPEO.** Employees subject to the provisions of 207(k) of the Fair Labor Standards Act (FLSA) shall work a regularly recurring fourteen (14) day work period, consistent with the county's pay period schedule. Time worked in excess of eighty (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 the PPEO MOU. Within such work period are work schedules and shift assignments, as determined by the sheriff's office and district attorney's office.

E. Deputy Sheriffs' Association. Employees subject to the provisions of 207(k) of the Fair Labor Standards Act (FLSA) shall work a regularly recurring fourteen (14)-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 eighty (80) hours during the work period shall be compensated at time and one-half or compensatory time earned at time and one-half. Within such work period are work schedules and shift assignments, as determined by the sheriff's office and district attorney's office.

~~E~~**F**. Deputy Sheriffs Unit Employees Subject to FLSA 7K Exemption. Employees subject to the FLSA 7K exemption shall work on a twenty-eight (28) day work period for purposes of overtime when working voluntary shifts. Mandatory overtime in excess of the forty (40) hour workweek shall be compensated at time and one-half.

Sworn personnel assigned to the corrections division may be assigned rotating workweeks of thirty-six (36) hours and forty-four (44) hours. This would be accomplished by working three twelve (12) hour days with four days off, followed by three twelve (12) hour days and one eight-hour day with three days off, which would result in one hundred sixty (160) hours of scheduled work in a twenty-eight (28) day cycle.

Officers assigned to this shift shall not be entitled to overtime for the hours worked in excess of forty (40) per week which are used to complete the work cycle.

For purposes of implementing the "3-12" shift, personnel shall only be assigned to the permanent twelve (12) hour shift at the start of a pay period and transferred off the "3-12" at the close of a pay period.

~~F~~**G**. Each employee shall be entitled to take one fifteen (15) minute rest period for each four hours of work performed by such employee in a work day (i.e., two fifteen (15) minute breaks for work days that consist of eight, nine or ten (10) hour shifts, and three fifteen (15) minute breaks for employees on twelve (12) hour shifts). If not taken, such rest period is waived by such employee.

~~G~~**H**. PPEO Represented and Confidential Employees—Extended Work Assignments. Except for a declared emergency, an employee who has worked sixteen (16) consecutive hours must be allowed a minimum of eight hours off before being required to return to work. An employee shall suffer no loss of pay nor shall there be a deduction from the employee's leave balances if this eight (8)-hour period overlaps with the employee's normal shift. (Ord. 5991-B § 1, 2019; Ord. 5683-B § 3, 2012; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; prior code § 14.201)

3.04.280 Overtime—Call-back duty.

A. PPEO Represented and Confidential Employees.

1. When an employee is called back to work after they have completed an assigned shift, the employee shall receive a minimum of two hours of call-back pay at one and one-half times the employee's hourly rate. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite.

2. Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift.

3. Call-back pay at the minimum rate of one hour at one and one-half times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the county without being required to physically return to work.

4. Multiple calls to the employee within a sixty (60) minute period beginning with the first call, in the same hour, shall be paid as a single call-back pay period.

B. Deputy Sheriffs Unit Court Appearances.

1. When an employee is required to appear in court in connection with their job duties on their regular day off, such employee shall be entitled to overtime. The minimum overtime to which such employee is entitled shall be ~~three~~ **four** hours at time and one-half.

2. When an employee is scheduled for a court appearance on their day off and the court appearance is cancelled after six p.m. the day prior to the scheduled appearance, they shall receive two hours' pay at their overtime rate. (Ord. 6068-B § 1, 2021; Ord. 5740-B § 3, 2014; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; prior code § 14.218)

3.04.290 Overtime—Stand-by duty.

A. Stand-by duty requires the employee so assigned:

1. To be ready to respond to calls for service; and

2. To be reachable by telephone or radio; and

3. To refrain from activities which might impair his or her ability to perform his or her assigned duties.

B. Stand-by duty may only be assigned by a department head, or designated representative.

C. For employees represented by the Placer County Deputy Sheriff's Association, stand-by duty shall be compensated ~~as set forth in the Memorandum of Understanding between the county and the PCDSA~~ **at a flat rate of twenty-seven dollars ($27.00) for weekdays and thirty dollars ($30.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned. Weekdays are defined as Monday 12:01 a.m. through Friday midnight. Holidays are defined as the County declared holiday from 12:01 a.m. to midnight**.

D. For employees represented by Placer Public Employees Organization (PPEO), stand-by duty shall be compensated as set forth in the Memorandum of Understanding between the county and PPEO.

E. Stand-by duty and stand-by compensation shall not be deemed overtime compensation for purposes of Section 3.04.230. (Ord. 5879-B § 1, 2017; Ord. 5835-B § 2, 2016; Ord. 5749-B § 1, 2014; Ord. 5747-B § 1, 2014; Ord. 5740-B § 4, 2014; Ord. 5700-B § 7, 2013; Ord. 5683-B § 6, 2012; Ord. 5478-B (Attach. A), 2007; Ord. 5309-B, 2004; prior code § 14.220)

3.08.1020 Fitness for duty evaluation during employment.

A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate ~~his or her~~ **the employee's** capacity to perform the duties of ~~his or her~~ **their** 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.

B. The examining physician **or psychologist** shall state whether, in ~~his or her~~ **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.

C. If the examining physician **or psychologist** finds the employee unfit to perform the essential job duties/functions of ~~his or her~~ **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.

D. 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 ~~his or her~~ **the** position. The employee shall not be entitled to a second evaluation by another physician **or psychologist**. (Ord. 5700-B § 31, 2013; Ord. 5683-B § 38, 2012; Ord. 5478-B (Attach. A), 2007; prior code § 14.1971)

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.~~

a.~~b.~~ Intermediate POST.

i. For employees represented by the Placer County Law Enforcement Association (PCLEMA), compensation for POST intermediate certificate shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCLEMA.

ii. 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.~~**as follows:**

Deputy Sheriff I	**$735/month**
Deputy Sheriff II	**$1,030/month**
Sheriff's Sergeant	**$1,225/month**
Investigator – District Attorney	**$1,285/month**
Investigator – Welfare Fraud	**$1,285/month**
Investigator – Welfare Fraud – Supervising	**$1,385/month**

b.~~c.~~ Advanced POST.

i. For employees represented by PCLEMA, compensation for POST advanced certificate shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCLEMA.

ii. 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.~~**as follows:**

Deputy Sheriff I	**$1,040/month**
Deputy Sheriff II	**$1,460/month**
Sheriff's Sergeant	**$1,735/month**
Investigator – District Attorney	**$1,825/month**
Investigator – Welfare Fraud	**$1,825/month**
Investigator – Welfare Fraud – Supervising	**$1,960/month**

c.~~d.~~ Full-time permanent employees represented by the PCDSA or PCLEMA will be eligible for educational incentive pay. 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.~~**follows:**

Associate degree (AA)	**$100/pay period**
Bachelor's degree (BA)	**$125/pay period**
Master's degree (MA)	**$175/pay period**

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.

d.~~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. 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. Special Teams Pay and related special assignment pay **for employees represented by the PCDSA and assigned by the Sheriff to the following special teams, without regard to call out, shall be:** ~~shall be as set forth in the Memorandum of Understanding between the county and the PCDSA~~

- **i. Special Enforcement Team pay of $150.00 per month.**
- **ii. Certified Divers Pay of $150.00 per month.**
- **iii. Hostage Negotiations Team pay of $150.00 per month.**
- **iv. Explosive Ordinance Detail pay of $150.00 per month.**
- **v. Air Support Team pay of $150.00 per month.**
- **vi. Detective Division Premium Pay of $510 per month for employees designated by the Sheriff to work in the Investigations Division or by the District Attorney to work in an undercover capacity.**

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. 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.)~~**For the purposes of this section, "Regularly assigned to work" means the hourly work schedule assigned on a quarterly basis to each employee**.

i. **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 between 4:30 p.m. and 6:30 a.m., provided they work a minimum of one hour during that time period.**

ii. **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 the time frame.**

iii. **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 hour shift differential even when they work additional shifts that would otherwise not qualify for shift differential payments.**

c. 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, PCDSA Represented and 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.

i. **PPEO Represented, Management, Confidential, Safety Management and PCLEMA Represented employees shall be paid an additional five percent (5%) of base salary.**

ii. **PCDSA Represented employees shall be paid an additional $464 per month.**

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~~ **$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 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. **PCDSA Canine Handlers shall receive Canine Pay of five 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 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—PCLEMA. Wellness incentive pay shall be as set forth in the Memorandum of Understanding between the county and the PCLEMA.

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)

3.12.040 Salaries~~—Placer County sheriff's ordinance initiative~~All represented employees. Pursuant to Article XI, Sections 1, 3, and 4 of the California Constitution, Sections 302 and 604 of the Placer County Charter, adopted by the electorate on November 4, 1980, and California Government Code Sections 3504 and 3505, the Board of Supervisors shall negotiate and set compensation for all employees represented by PPEO, PCLEMA, and DSA.

A. ~~The board of supervisors shall, at least annually, determine the existing maximum salaries for the Nevada County sheriff's office, El Dorado County sheriff's office, and Sacramento County sheriff's office for each class of position employed by said agencies.~~

~~B. Effective January 1, 1977, and effective January 1st of each year thereafter the board of supervisors shall, during the month of January, determine the average salary for each class of position as set forth herein, and beginning the first period following January shall fix the average salary for each class of position in the Placer County sheriff's office at a level equal to the average of the salaries for the comparable positions in the Nevada County sheriff's office, El Dorado County sheriff's office and the Sacramento County sheriff's office.~~

~~C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:~~

~~1. Corporal, sergeant, deputy.~~

~~D. The provisions of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of county employees or officers who are not elected by popular vote.~~ (Ord. 6060-B § 1, 2020; Ord. 5478-B (Attach. A), 2007; Ord. 5441-B, 2007; prior code § 14.3005)

3.12.060 Longevity pay.

A. PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees. Effective the first day of the pay period that includes November 1, 2019 and subject to the conditions specified herein, PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees shall be eligible for longevity pay under one of the following formulas.

1. Longevity Pay A. This category of longevity pay applies only to permanent employees who are already receiving longevity pay on or before October 31, 2019. For this category, each permanent employee will continue to receive longevity pay, which is a one-time five percent increase, calculated

pursuant to subsection (A)(5). The basis to receive longevity pay will be determined by either one (but not both) of the following two formulas:

a. The permanent employee has been at step 5 of their salary grade for ten thousand four hundred (10,400) paid hours (five years continuous full-time paid service) with Placer County.

b. The permanent employee has worked at least ten thousand four hundred hours (10,400) paid hours (five years of continuous full-time paid service) calculated from the beginning of employment with Placer County.

2. Longevity Pay B. This category of longevity pay applies to permanent employees hired on or before October 31, 2019, that have not qualified for longevity pay by October 31, 2019. For this category, each permanent employee who has at least twenty thousand eight hundred (20,800) continuous paid hours calculated from the beginning of employment (ten (10) years of continuous full-time paid service) with Placer County shall receive as longevity pay a two percent increase, calculated pursuant to subsection (A)(5). Each permanent employee who has at least thirty-one thousand two hundred (31,200) continuous paid hours calculated from the beginning of employment (fifteen (15) years of continuous full-time paid service) shall receive as longevity pay a three percent increase, calculated pursuant to subsection (A)(5). This category of longevity pay shall be calculated on a cumulative basis to equal no more than five percent in total.

3. Longevity Pay C. This category of longevity pay applies solely to retirees of the county with a retirement date of October 31, 2019, or earlier that were PPEO Represented, Management, Confidential and Unclassified, Nonmanagement Employees that had received longevity pay prior to his or her retirement. For this category, each retiree that received longevity pay on or before October 31, 2019, is deemed to have earned longevity pay under one of the following two formulas:

a. The retiree was a permanent employee that had been at step 5 of their salary grade for ten thousand four hundred (10,400) paid hours (five years full-time paid service) with Placer County.

b. The retiree was a permanent employee that worked at least ten thousand four hundred hours (10,400) paid hours (five years of continuous full-time paid service) calculated from the beginning of employment with Placer County.

If the retiree had not received longevity pay prior to their retirement on or before October 31, 2019, this subsection does not grant or change the longevity pay status to the retiree as it applies only to retirees that had already received longevity pay on or before October 31, 2019.

4. PPEO represented, management, confidential and unclassified nonmanagement employees permanently hired on or after November 1, 2019, shall not be eligible for longevity pay.

5. Longevity pay shall be applied to current base hourly rate published in the salary schedule plus percentage-based special compensation identified in Section 3.12.020 or 3.12.030 of this code, as applicable.

6. For purposes of Longevity Pay A employees and Longevity Pay C retirees of the County with a retirement date of October 31, 2019, or earlier, an employee or retiree who took a voluntary demotion, transfer or reclassification to a lower salary grade is deemed to have the previously earned work hours at the higher salary grade count towards the longevity pay calculation in the lower salary grade.

7. Any form of overtime hours, extra-help hours and time off without pay regardless of the reason, will not be included for purposes of determining eligibility for longevity pay under any of the longevity pay formulas.

8. Eligible employees or retirees can qualify for longevity pay only pursuant to one of the longevity pay formulas. Once a longevity increase has been provided to an employee it will remain with the employee regardless of any future position or classification changes.

9. Employees who separate from county service, but who reinstate at a future date, will follow the reinstatement provisions found in Section 3.08.1150 for eligibility for longevity pay.

10. Probation officer series employees who have received the ten (10) year and/or twenty (20) year longevity pay under the DSA MOU and subsection B of this section as of April 1, 2008, will continue to receive said pay in a grandfathered status. Probation officer series employees will follow the PPEO professional unit longevity provision if they had not received longevity pay as of April I, 2008.

B. Deputy Sheriffs' Association and Safety Management. Permanent employees meeting the following criteria shall be eligible to receive two five percent increases, calculated pursuant to subsection(B)(3), which shall be referred to as "longevity pay." As to either step alternative, a break in service will result in a new calculation for a new five or ten (10) year period, and no service prior to the break will be counted as part of the new five or ten (10) year period. Extra help time and time off without pay will not be included as part of this calculation. Time off without pay for disciplinary reasons or unpaid leave of absence will not constitute a break in service. Time off for these reasons will not count toward the completion of the required service time.

1. Longevity Pay 1 (Five Percent). An employee is eligible for five percent longevity pay upon meeting the requirements in either subsection (B)(1)(a) or (b), but cannot earn both:

a. Each permanent employee who has been at step 5 of their salary grade in the same classification for ten thousand four hundred (10,400) paid hours (five years full-time paid service) with Placer County shall be eligible. **This special compensation is not reportable to CalPERS.**

b. Each permanent employee who has at least twenty thousand eight hundred (20,800) paid hours (ten (10) years of full-time paid service) with Placer County shall be eligible.

2. Longevity Pay 2 (Additional Five Percent for a Total of Ten (10) Percent). Each permanent employee who has at least forty-one thousand six hundred (41,600) paid hours (twenty (20) years of full-time paid service) with Placer County, shall receive an additional five percent increase, calculated pursuant to subsection (B)(3).

3. Longevity shall be applied to current base hourly rate published in the salary schedule plus percentage-based special compensation identified in Section 3.12.020 of this code, as applicable. For safety management, classified and unclassified, longevity shall be applied to base hourly rate plus percentage-based special compensation identified in Section 3.12.020 or 3.12.030 of this code and flat special compensation allowances for POST intermediate certificate, POST advanced certificate, undercover assignment, and wellness, as applicable.

4. 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 years maintains prior eligibility; two years or more is treated as a new employee.

5. 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.

6. Once such longevity increase (longevity pay 1 and 2) **has** been provided to an employee, that employee shall have no further right to a longevity increase. The longevity increase(s) will remain with the employee regardless of any future position or classification changes.

C. Elected Department Heads. Effective January 13, 2001, and continuing thereafter, elected department heads shall be eligible at the beginning of the first full pay period of the seventh year in office to receive a one-time five percent increase in their then current salary. This longevity pay shall be calculated only on a cumulative basis with any other longevity pays earned under subsection A or B. Longevity shall be applied to current base hourly rate published in the salary schedule plus percentage-based special compensation identified in Section 3.12.030 of this code and flat special compensation allowances for POST intermediate certificate, POST advanced certificate, undercover assignment, and wellness, as applicable. (Ord. 6072-B § 1, 2021; Ord. 6068-B § 1, 2021; Ord. 5992-B § 1, 2019; Ord.

5740-B § 19, 2014; Ord. 5683-B § 50, 2012; Ord. 5627-B § 25, 2010; Ord. 5478-B (Attach. A), 2007; Ord. 5309-B, 2004; Ord. 5058-B (Attach. 29), 2000; prior code § 14.3050)

3.12.080 Tahoe branch assignment premium.

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

A. Confidential, 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) 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.

C. For employees represented by the ~~Placer County Deputy Sheriff's Association~~**PCDSA**.

1. Tahoe Branch Assignment Premium Pay shall be ~~as set forth in the Memorandum of Understanding between the county and the PCDSA~~ **eight hundred seventy-five dollars ($875) per month**.

2. Effective October 9, 2021, 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.

a. 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.

b. 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.

c. Employees already receiving Tahoe Branch Assignment Premium Pay as of October 9, 2021 will continue to receive the premium for the uninterrupted and continuous duration of the employee's position in the North Lake Tahoe area, but if resuming a position in the North Lake Tahoe area after said date, 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.

d. "Primary residence" shall be determined in accordance with the Government Code Section 244.

D. 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)

EXHIBIT J

MEMORANDUM
HUMAN RESOURCES
County of Placer

TO: Honorable Board of Supervisors **DATE:** September 14, 2021

FROM: Kate Sampson, Director of Human Resources

SUBJECT: Deputy Sheriffs' Association Compensation and Benefits Adjustments

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ACTION REQUESTED

1. Conduct a public hearing to consider the impasse between the County of Placer and the Deputy Sheriffs' Association.
2. Adopt a resolution imposing the proposals from the County's final position on December 8, 2020 in negotiations with the Deputy Sheriffs' Association.
3. Introduce an ordinance, waive oral reading, amending Chapter 3 to adjust the compensation and benefits of employees represented by the Deputy Sheriffs' Association.
4. Introduce an uncodified ordinance, waive oral reading, adjusting the compensation and benefits of employees represented by the Deputy Sheriffs' Association.
5. Adopt a resolution to implement the adjusted employee retirement contribution to the California Public Employees' Retirement System for miscellaneous members represented by the Deputy Sheriffs' Association.
6. Adopt a resolution to implement the adjusted employee retirement contribution to the California Public Employees' Retirement System for safety members represented by the Deputy Sheriffs' Association.

BACKGROUND

The Placer County Deputy Sheriffs' Association (DSA) is the exclusively recognized organization representing approximately 250 employees including Deputy Sheriffs, District Attorney Investigators, and Sheriff's Sergeants. Pursuant to the Meyers-Milias-Brown Act (MMBA), the County engaged in good faith negotiations with the DSA in 2018 to develop a successor agreement to the most recent memorandum of understanding (MOU) between the parties, which expired June 30, 2018. The parties were unable to reach agreement and the negotiations concluded with an agreement to begin new negotiations in 2019.

Since embarking on a new round of negotiations in May 2019, the parties have held extensive meetings on a variety of proposals. The County's overall goals for the process were:

1. To avoid uncontrolled cost escalation,
2. To better align with the labor market in neighboring counties, and
3. To promote long-term fiscal sustainability.

In furtherance of these goals, the County proposed a three-year agreement with a combined 12.75% base salary increase, representing an investment of $5.6 million in base salaries alone.

The County also sought to convert percentage-based special pays to flat dollar amounts, in most cases at an increased rate. Additionally, the County proposed adjustments to healthcare and retirement contributions to better align with the benefits offered by most California counties.

Discussion of the Impasse Issues and Proposals

Salaries

The County proposed the following adjustments to salaries over three years:

1. Effective February 2021, wages shall increase 4.0%.
2. Effective February 2022, wages shall increase 4.25%.
3. Effective February 2023, wages shall increase 4.5%.

The proposal represents a departure from wages determined by a formula, often referred to as "Measure F." On November 2, 1976, the voters of Placer County passed a local initiative sponsored by the DSA. The Measure F initiative provided a required method for annually determining and setting salaries for specified peace officer classifications. As will be discussed, the Measure F initiative of 1976 was superseded by a vote of the people in 1980 when the Placer County Charter was enacted by the voters.

Despite being superseded, Placer County voluntarily implemented annual salary adjustments for the specified classifications according to the method set forth by Measure F since 1980. The Measure F formula requires the County to annually: (1) determine maximum salaries for comparable classes of positions in the three surrounding counties of El Dorado, Nevada and Sacramento; (2) calculate the average maximum salaries for those three agencies; and then, (3) set the salary of the Placer County comparable classifications at a level equal to that average. The Measure F formula is now codified as Placer County §3.12.040.

Over the past 20 years, the average annual salary increase for the DSA has been approximately 3.9%. As a result, salaries for this group have escalated at a rate 56% greater than the Consumer Price Index (CPI) for the same time period. This imbalance is reflected in the County's per capita operating costs for public protection, which have nearly doubled since 1977. The per capita operating costs for all other services provided by the County have remained relatively stable in the same timeframe, despite a reduction in revenue per capita of about 9%.

Looking forward, the County projects that salaries and benefits for the DSA will increase by at least 33% over the next five years, which is an alarming trend when compared to the 15% growth projected for General Fund revenues during the same time period. If the escalating costs are left unchecked, the County estimates a deficit of over $18 million in the Public Safety Fund by 2030. The expected impact of such a deficit would be a significant cost reduction in the form of layoffs or cuts to essential public services. For these reasons, the County seeks to negotiate guaranteed *and* sustainable wage increases in order to ensure fiscal sustainability for future generations.

The County's wage proposal demonstrates its commitment to its public safety employees because it exceeds CPI, neighboring jurisdictions' wage increases, and even the historical average increases produced by Measure F. In recognition that the DSA prefers the Measure F formula over negotiating a mandatory subject of bargaining, the County's offer implements wages in excess of what the DSA would otherwise expect. The DSA's refusal of the offer is perhaps indicative of being misinformed regarding Measure F and the will of Placer County voters.

Measure F and the County Charter

On November 4, 1980, the Placer County electorate passed Measure K, establishing a county charter. The provisions of the charter are the law of the State and have the force and effect of legislative enactments. In essence, the Charter is the constitution of the County and supersedes any law inconsistent therewith. [CA. Const. Art. XI, §3(a)][1]

By approving Measure K, the voters provided the Board of Supervisors (Board) with the following authority, in relevant part (*emphasis added*):

> Section 301. In General. The Board shall have all the jurisdiction and authority which now or which may hereafter be granted by the Constitution and the laws of the State of California or by this Charter.
>
> Section 302. Duties. The Board shall:
>
> (a) …
>
> (b) Provide, by ordinance, for the number of assistants, deputies, clerks and other person to be employed from time to time in the several offices and institutions of the County, ***and for their compensation.***
>
> Section 604. Continuation of Laws in Effect. All laws of the County in effect at the effective date of this shall continue in effect according to their terms unless contrary to the provisions of this Charter, or until repealed or modified pursuant to the authority of this Charter or the general law.

The Charter vests authority over the compensation of employees and existing local laws in the Board of Supervisors. Since the adoption of the Charter was subsequent to the 1976 election, Measure F and §3.12.040 were legally superseded by the actions of the 1980 electorate. At minimum, a salary formula that leaves no discretion to the Board in setting compensation for its employees is inconsistent with the Board's broad jurisdiction and authority granted by the Charter

[1] CA. Const. Art XI, §3(a) provides, in relevant part: "County charters adopted pursuant to this section ***shall supersede*** any existing charter and all laws inconsistent therewith. The provisions of a charter are the law of the State and have the full force and effect of legislative enactments."

to establish compensation for county employees. Additionally, the formula violates the California Constitution and the MMBA because it prohibits the parties from bargaining over base wages.

Beyond its legal failures, Measure F is unresponsive to the conditions specific to Placer County. The formula relies on decisions made by elected representatives in Sacramento County, Nevada County, and El Dorado County, which in turn uses a formula dependent on Amador County, the City of South Lake Tahoe, and the State of California's Highway Patrol. The DSA found Measure F unduly restrictive in both 2002 and 2006, when it requested voter approval to repeal the formula construct. To resolve the issue, the parties instead developed compensation workarounds in the forms of special pays that lack transparency to both the public and job candidates. Today, in a tightening labor market for public safety professionals, the DSA's demand for status quo now prevents the Board from responding nimbly to current local conditions to meet the public's expectations for top-tier public safety services.

While the County and the DSA have voluntarily agreed to follow the salary-setting formula in the past, Measure F is increasingly outdated and no longer achieves market equity. Public safety compensation was much simpler in 1976 and did not account for the myriad special pay elements and additional benefits afforded today's DSA members. In fact, Placer County's deputy sheriffs receive a total compensation package that is 18-23% higher than in the surrounding jurisdictions, whose salaries drive the Measure F formula.

These factors led the Board to introduce changes to compensation for public safety managers on December 15, 2020. Chief among the adjustments was an amendment to §3.12.040 to exclude managers from the salary-setting formula. The Placer County Law Enforcement Management Association (LEMA) was subsequently recognized by the Board in April 2021, followed in quick succession by approval of an inaugural agreement between the County and LEMA on August 31, 2021. The MOU codifies salary increases identical to those offered to DSA.

Of note is the Board's continued observance of the Measure F formula for DSA members in February 2021, while the parties participated in impasse procedures. Since the formula called for employees to receive raises less than those offered in negotiations, staff recommends the Board consider imposition of additional wage increases for DSA members to bring the total increase for 2021 to 4%.

Special Pays

The County's proposals convert a variety of percentage-based special pays to flat dollar amounts. Impacted special compensation elements include:

- Bilingual Pay
- Training Officer Pay
- Detective Division Premium Pay
- Peace Officer Standards and Training Certificate Pays
- Night Shift Differential

The amounts proposed were generally derived by calculating an amount equal to the highest paid eligible DSA employees' percentage-based pay. In the case of the most prevalent special pays, the flat amounts were also inflated by an additional ten percent. While the additional value proposed by the County eroded due to automatic wage increases during impasse procedures, all but one of the flat amounts are still equal to or greater than employees' current special pays. The County's position is not intended to be concessionary, but rather to provide the ability to negotiate increases in the future, as opposed to automatically escalating percentages with grave fiscal impacts. Over time, the Board will have the option to consider the County's alignment with the labor market in order to tailor its compensation package to the circumstances of the day.

Future Benefit Costs

The County's position includes adjustments in the areas of pension and healthcare benefits to better align with industry standards.

Escalating pension costs are well recognized as a concern for jurisdictions throughout California. Currently, the County is required to pay more than 46% of a safety employee's salary to the California Public Employees' Retirement System (CalPERS) to fund retirement benefits. In a survey of surrounding county and city employers, Placer County is the only agency that also pays a portion of the employees' share of pension costs. While the law requires safety employees hired after 2012 to pay their fair share of retirement benefits, legacy DSA members have 4% of their 9% share covered by the County. The County's proposal seeks to increase employees' responsibility for their share of these costs by 1.25% for safety members and 2% for miscellaneous members, which results in a continued benefit in excess of surrounding counties' offerings, including all of those represented in the Measure F formula.

Another significant benefit expense is the County's contributions to healthcare premiums. While the County currently pays 80% of nine different health plan options, its proposal is to limit this 80% contribution to the most popular plans with the DSA membership. The County proposes to pay 80% of any plan with a premium less than or equal to the Anthem Blue Cross PORAC PPO, which is widely utilized by employees in the Tahoe region. The majority of DSA members would experience no change in costs unless electing more expensive plans. The proposed terms update this proposal to be effective January 2022, allowing DSA employees to consider any revised contribution amounts during the upcoming open enrollment period. This adjustment still exceeds the healthcare offerings by other local counties, including all of those included in the Measure F formula.

Clarifying Language

The County proposes clarifying language to several provisions, including Tahoe Branch Assignment Pay, Longevity Pay, Dental Insurance, and Vision Care. The purpose of the Tahoe Pay proposal is to compensate employees with a monthly incentive of $875 to offset housing costs in the Lake Tahoe area. The County's proposal stretches to the more affordable Reno and

Sparks area, while the DSA proposes a 60-mile radius that nearly reaches Rocklin and Folsom. The remaining three clarifying proposals do not represent any change to current practice.

Although not at issue, the parties were unable to incorporate their tentative agreements on the following items into a successor MOU:

- Pre-Retirement Option
- Meal Reimbursement
- 401(k) Contribution in Lieu of Health Insurance
- Organizational Leave – Release Time
- Fitness for Duty Evaluation During Employment
- Out-of-Class Pay
- Retiree Dental Insurance
- Fourteen Day Work Period
- Court Overtime
- Stand-By Pay
- Canine Pay
- Special Teams Pay

Impasse Procedures, Meet and Confer on Impacts, and Next Steps

The parties were not successful in agreeing to a new MOU and have now exhausted impasse procedures, including non-binding mediation and advisory factfinding. In addition, the parties have met and conferred on the separate issue of removing the superseded Measure F language from the County Code. Upon reaching impasse and by agreement of the parties, the matter was submitted to the same factfinding panel that was convened for the impasse procedures arising from negotiations over a new MOU.

The factfinding process, which took several months, was highly irregular. Although appointed as a neutral party, the panel chairperson revised her recommendations to be increasingly averse to the County at least twice after the County declined to support her opinions and (at her request) provided a written dissent. Although the State's factfinding process is intended to mediate a compromise between two parties, the final report from the panel failed to facilitate agreement and contains incorrect and inappropriate legal opinions beyond the scope and authority of the chairperson. The County filed a dissent to the factfinder's recommendations and legal analysis. Thus, the parties have concluded both the MOU negotiations and the meet and confer process as related to the repeal or amendment of Measure F.

Accordingly, staff recommends the Board of Supervisors adopt a resolution imposing terms consistent with the County's last negotiating position. The additional proposed ordinances and resolutions serve to implement those terms, including amendment of the Placer County Code.

FISCAL IMPACT

During negotiations, the annual cost of the recommended terms for one year was estimated to be $1.7 million. Since DSA members received wage increases in February 2021, along with automatic increases to percentage-based special pays, the additional cost to implement the terms is partially defrayed. The current annual value of the recommended terms to the DSA is approximately $475,000.

The costs resulting from the proposed actions will be absorbed within the impacted departments' adopted Fiscal Year 2021-22 budgets.

ATTACHMENTS

Attachment 1 – Resolution Imposing Terms

Attachment 2 – Ordinance Amending Chapter 3 of the Placer County Code to Adjust DSA Compensation and Benefits

Attachment 3 – Uncodified Ordinance Adjusting DSA Compensation and Benefits

Attachment 4 – Resolution Implementing Adjusted Employee Pension Contributions for Miscellaneous Members

Attachment 5 – Resolution Implementing Adjusted Employee Pension Contributions for Safety Members

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.: _____

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:

Noes:

Absent:

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 mean 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 ad 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 extend 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 is it 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. <u>TAHOE BRANCH ASSIGNMENT PREMIUM PAY</u>

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. <u>HEALTH CARE</u>

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. <u>DENTAL INSURANCE</u>

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. <u>VISION CARE</u>

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.

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

In the matter of: An ordinance amending sections of Chapter 3 to implement the terms imposed on the Placer County Deputy Sheriffs' Association.

Ordinance No.: _____

Introduced: September 14, 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:

- 3.04.190
- 3.04.280
- 3.04.290
- 3.08.1020
- 3.12.020
- 3.12.040
- 3.12.060
- 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

3.04.190 Work required of employees.

A. General, Professional and Deputy Sheriffs Units. Except as may otherwise be provided, an employee who occupies a full-time, permanent position shall work forty (40) hours in each workweek.

B. General Unit Employees Subject to FLSA 7J Exemption. Employees subject to the FLSA 7J exemption shall be on an eight-hour day, eighty (80) hour work period for purposes of overtime.

C. General Unit Employees Subject to FLSA 7K Exemption. Employees subject to the FLSA 7K exemption shall work on a twenty-eight (28) day work period for purposes of overtime.

D. **PPEO.** Employees subject to the provisions of 207(k) of the Fair Labor Standards Act (FLSA) shall work a regularly recurring fourteen (14) day work period, consistent with the county's pay period schedule. Time worked in excess of eighty (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 the PPEO MOU. Within such work period are work schedules and shift assignments, as determined by the sheriff's office and district attorney's office.

E. Deputy Sheriffs' Association. Employees subject to the provisions of 207(k) of the Fair Labor Standards Act (FLSA) shall work a regularly recurring fourteen (14)-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 eighty (80) hours during the work period shall be compensated at time and one-half or compensatory time earned at time and one-half. Within such work period are work schedules and shift assignments, as determined by the sheriff's office and district attorney's office.

~~E~~**F**. Deputy Sheriffs Unit Employees Subject to FLSA 7K Exemption. Employees subject to the FLSA 7K exemption shall work on a twenty-eight (28) day work period for purposes of overtime when working voluntary shifts. Mandatory overtime in excess of the forty (40) hour workweek shall be compensated at time and one-half.

Sworn personnel assigned to the corrections division may be assigned rotating workweeks of thirty-six (36) hours and forty-four (44) hours. This would be accomplished by working three twelve (12) hour days with four days off, followed by three twelve (12) hour days and one eight-hour day with three days off, which would result in one hundred sixty (160) hours of scheduled work in a twenty-eight (28) day cycle.

Officers assigned to this shift shall not be entitled to overtime for the hours worked in excess of forty (40) per week which are used to complete the work cycle.

For purposes of implementing the "3-12" shift, personnel shall only be assigned to the permanent twelve (12) hour shift at the start of a pay period and transferred off the "3-12" at the close of a pay period.

~~F~~**G**. Each employee shall be entitled to take one fifteen (15) minute rest period for each four hours of work performed by such employee in a work day (i.e., two fifteen (15) minute breaks for work days that consist of eight, nine or ten (10) hour shifts, and three fifteen (15) minute breaks for employees on twelve (12) hour shifts). If not taken, such rest period is waived by such employee.

~~G~~**H**. PPEO Represented and Confidential Employees—Extended Work Assignments. Except for a declared emergency, an employee who has worked sixteen (16) consecutive hours must be allowed a minimum of eight hours off before being required to return to work. An employee shall suffer no loss of pay nor shall there be a deduction from the employee's leave balances if this eight (8)-hour period overlaps with the employee's normal shift. (Ord. 5991-B § 1, 2019; Ord. 5683-B § 3, 2012; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; prior code § 14.201)

3.04.280 Overtime—Call-back duty.

A. PPEO Represented and Confidential Employees.

1. When an employee is called back to work after they have completed an assigned shift, the employee shall receive a minimum of two hours of call-back pay at one and one-half times the employee's hourly rate. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite.

2. Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift.

3. Call-back pay at the minimum rate of one hour at one and one-half times the employee's hourly rate shall apply to those situations where an employee performs authorized work on behalf of the county without being required to physically return to work.

4. Multiple calls to the employee within a sixty (60) minute period beginning with the first call, in the same hour, shall be paid as a single call-back pay period.

B. Deputy Sheriffs Unit Court Appearances.

1. When an employee is required to appear in court in connection with their job duties on their regular day off, such employee shall be entitled to overtime. The minimum overtime to which such employee is entitled shall be ~~three~~ **four** hours at time and one-half.

2. When an employee is scheduled for a court appearance on their day off and the court appearance is cancelled after six p.m. the day prior to the scheduled appearance, they shall receive two hours' pay at their overtime rate. (Ord. 6068-B § 1, 2021; Ord. 5740-B § 3, 2014; Ord. 5531-B, 2008; Ord. 5478-B (Attach. A), 2007; Ord. 5443-B, 2007; Ord. 5442-B, 2007; prior code § 14.218)

3.04.290 Overtime—Stand-by duty.

A. Stand-by duty requires the employee so assigned:

1. To be ready to respond to calls for service; and

2. To be reachable by telephone or radio; and

3. To refrain from activities which might impair his or her ability to perform his or her assigned duties.

B. Stand-by duty may only be assigned by a department head, or designated representative.

C. For employees represented by the Placer County Deputy Sheriff's Association, stand-by duty shall be compensated ~~as set forth in the Memorandum of Understanding between the county and the PCDSA~~ **at a flat rate of twenty-seven dollars ($27.00) for weekdays and thirty dollars ($30.00) for weekends and holidays, for eight hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid in the pay period it is earned. Weekdays are defined as Monday 12:01 a.m. through Friday midnight. Holidays are defined as the County declared holiday from 12:01 a.m. to midnight**.

D. For employees represented by Placer Public Employees Organization (PPEO), stand-by duty shall be compensated as set forth in the Memorandum of Understanding between the county and PPEO.

E. Stand-by duty and stand-by compensation shall not be deemed overtime compensation for purposes of Section 3.04.230. (Ord. 5879-B § 1, 2017; Ord. 5835-B § 2, 2016; Ord. 5749-B § 1, 2014; Ord. 5747-B § 1, 2014; Ord. 5740-B § 4, 2014; Ord. 5700-B § 7, 2013; Ord. 5683-B § 6, 2012; Ord. 5478-B (Attach. A), 2007; Ord. 5309-B, 2004; prior code § 14.220)

3.08.1020 Fitness for duty evaluation during employment.

A. When, in the judgment of the appointing authority, an employee's health, or physical or mental condition is such that it is desirable to evaluate ~~his or her~~ **the employee's** capacity to perform the duties of ~~his or her~~ **their** 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.

B. The examining physician **or psychologist** shall state whether, in ~~his or her~~ **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.

C. If the examining physician **or psychologist** finds the employee unfit to perform the essential job duties/functions of ~~his or her~~ **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.

D. 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 ~~his or her~~ **the** position. The employee shall not be entitled to a second evaluation by another physician **or psychologist**. (Ord. 5700-B § 31, 2013; Ord. 5683-B § 38, 2012; Ord. 5478-B (Attach. A), 2007; prior code § 14.1971)

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.~~

a.~~b.~~ Intermediate POST.

i. For employees represented by the Placer County Law Enforcement Association (PCLEMA), compensation for POST intermediate certificate shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCLEMA.

ii. 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.~~**as follows:**

Deputy Sheriff I	**$735/month**
Deputy Sheriff II	**$1,030/month**
Sheriff's Sergeant	**$1,225/month**
Investigator – District Attorney	**$1,285/month**
Investigator – Welfare Fraud	**$1,285/month**
Investigator – Welfare Fraud – Supervising	**$1,385/month**

b.~~c.~~ Advanced POST.

i. For employees represented by PCLEMA, compensation for POST advanced certificate shall be pursuant to the terms of the Memorandum of Understanding between Placer County and the PCLEMA.

ii. 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.~~**as follows:**

Deputy Sheriff I	**$1,040/month**
Deputy Sheriff II	**$1,460/month**
Sheriff's Sergeant	**$1,735/month**
Investigator – District Attorney	**$1,825/month**
Investigator – Welfare Fraud	**$1,825/month**
Investigator – Welfare Fraud – Supervising	**$1,960/month**

c.~~d.~~ Full-time permanent employees represented by the PCDSA or PCLEMA will be eligible for educational incentive pay. 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.~~**follows:**

Associate degree (AA)	**$100/pay period**
Bachelor's degree (BA)	**$125/pay period**
Master's degree (MA)	**$175/pay period**

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.

d.~~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. 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. Special Teams Pay and related special assignment pay **for employees represented by the PCDSA and assigned by the Sheriff to the following special teams, without regard to call out, shall be:** ~~shall be as set forth in the Memorandum of Understanding between the county and the PCDSA~~

i. Special Enforcement Team pay of $150.00 per month.
ii. Certified Divers Pay of $150.00 per month.
iii. Hostage Negotiations Team pay of $150.00 per month.
iv. Explosive Ordinance Detail pay of $150.00 per month.
v. Air Support Team pay of $150.00 per month.
vi. Detective Division Premium Pay of $510 per month for employees designated by the Sheriff to work in the Investigations Division or by the District Attorney to work in an undercover capacity.

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. 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.)~~**For the purposes of this section, “Regularly assigned to work” means the hourly work schedule assigned on a quarterly basis to each employee**.

i. 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 between 4:30 p.m. and 6:30 a.m., provided they work a minimum of one hour during that time period.

ii. 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 the time frame.

iii. 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 hour shift differential even when they work additional shifts that would otherwise not qualify for shift differential payments.

c. 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, PCDSA Represented and 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.

i. **PPEO Represented, Management, Confidential, Safety Management and PCLEMA Represented employees shall be paid an additional five percent (5%) of base salary.**

ii. **PCDSA Represented employees shall be paid an additional $464 per month.**

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~~ **$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 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. **PCDSA Canine Handlers shall receive Canine Pay of five 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 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 obtain~~s~~ 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—PCLEMA. Wellness incentive pay shall be as set forth in the Memorandum of Understanding between the county and the PCLEMA.

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)

3.12.040 Salaries~~—Placer County sheriff's ordinance initiative~~<u>All represented employees</u>.

<u>Pursuant to Article XI, Sections 1, 3, and 4 of the California Constitution, Sections 302 and 604 of the Placer County Charter, adopted by the electorate on November 4, 1980, and California Government Code Sections 3504 and 3505, the Board of Supervisors shall negotiate and set compensation for all employees represented by PPEO, PCLEMA, and DSA.</u>

A. ~~The board of supervisors shall, at least annually, determine the existing maximum salaries for the Nevada County sheriff's office, El Dorado County sheriff's office, and Sacramento County sheriff's office for each class of position employed by said agencies.~~

~~B. Effective January 1, 1977, and effective January 1st of each year thereafter the board of supervisors shall, during the month of January, determine the average salary for each class of position as set forth herein, and beginning the first period following January shall fix the average salary for each class of position in the Placer County sheriff's office at a level equal to the average of the salaries for the comparable positions in the Nevada County sheriff's office, El Dorado County sheriff's office and the Sacramento County sheriff's office.~~

~~C. As used herein the term "comparable class of position" shall mean a group of positions substantially similar with respect to qualifications or duties or responsibilities using the following positions as guidelines:~~

~~1. Corporal, sergeant, deputy.~~

~~D. The provisions of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of county employees or officers who are not elected by popular vote.~~ (Ord. 6060-B § 1, 2020; Ord. 5478-B (Attach. A), 2007; Ord. 5441-B, 2007; prior code § 14.3005)

3.12.060 Longevity pay.

A. PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees. Effective the first day of the pay period that includes November 1, 2019 and subject to the conditions specified herein, PPEO Represented, Management, Confidential and Unclassified Nonmanagement Employees shall be eligible for longevity pay under one of the following formulas.

1. Longevity Pay A. This category of longevity pay applies only to permanent employees who are already receiving longevity pay on or before October 31, 2019. For this category, each permanent employee will continue to receive longevity pay, which is a one-time five percent increase, calculated pursuant to subsection (A)(5). The basis to receive longevity pay will be determined by either one (but not both) of the following two formulas:

a. The permanent employee has been at step 5 of their salary grade for ten thousand four hundred (10,400) paid hours (five years continuous full-time paid service) with Placer County.

b. The permanent employee has worked at least ten thousand four hundred hours (10,400) paid hours (five years of continuous full-time paid service) calculated from the beginning of employment with Placer County.

2. Longevity Pay B. This category of longevity pay applies to permanent employees hired on or before October 31, 2019, that have not qualified for longevity pay by October 31, 2019. For this category, each permanent employee who has at least twenty thousand eight hundred (20,800) continuous paid hours calculated from the beginning of employment (ten (10) years of continuous full-time paid service) with Placer County shall receive as longevity pay a two percent increase, calculated pursuant to subsection (A)(5). Each permanent employee who has at least thirty-one thousand two hundred (31,200) continuous paid hours calculated from the beginning of employment (fifteen (15) years of continuous full-time paid service) shall receive as longevity pay a three percent increase, calculated pursuant to subsection (A)(5). This category of longevity pay shall be calculated on a cumulative basis to equal no more than five percent in total.

3. Longevity Pay C. This category of longevity pay applies solely to retirees of the county with a retirement date of October 31, 2019, or earlier that were PPEO Represented, Management, Confidential and Unclassified, Nonmanagement Employees that had received longevity pay prior to his or her retirement. For this category, each retiree that received longevity pay on or before October 31, 2019, is deemed to have earned longevity pay under one of the following two formulas:

a. The retiree was a permanent employee that had been at step 5 of their salary grade for ten thousand four hundred (10,400) paid hours (five years full-time paid service) with Placer County.

b. The retiree was a permanent employee that worked at least ten thousand four hundred hours (10,400) paid hours (five years of continuous full-time paid service) calculated from the beginning of employment with Placer County.

If the retiree had not received longevity pay prior to their retirement on or before October 31, 2019, this subsection does not grant or change the longevity pay status to the retiree as it applies only to retirees that had already received longevity pay on or before October 31, 2019.

4. PPEO represented, management, confidential and unclassified nonmanagement employees permanently hired on or after November 1, 2019, shall not be eligible for longevity pay.

5. Longevity pay shall be applied to current base hourly rate published in the salary schedule plus percentage-based special compensation identified in Section 3.12.020 or 3.12.030 of this code, as applicable.

6. For purposes of Longevity Pay A employees and Longevity Pay C retirees of the County with a retirement date of October 31, 2019, or earlier, an employee or retiree who took a voluntary demotion, transfer or reclassification to a lower salary grade is deemed to have the previously earned work hours at the higher salary grade count towards the longevity pay calculation in the lower salary grade.

7. Any form of overtime hours, extra-help hours and time off without pay regardless of the reason, will not be included for purposes of determining eligibility for longevity pay under any of the longevity pay formulas.

8. Eligible employees or retirees can qualify for longevity pay only pursuant to one of the longevity pay formulas. Once a longevity increase has been provided to an employee it will remain with the employee regardless of any future position or classification changes.

9. Employees who separate from county service, but who reinstate at a future date, will follow the reinstatement provisions found in Section 3.08.1150 for eligibility for longevity pay.

10. Probation officer series employees who have received the ten (10) year and/or twenty (20) year longevity pay under the DSA MOU and subsection B of this section as of April 1, 2008, will continue to receive said pay in a grandfathered status. Probation officer series employees will follow the PPEO professional unit longevity provision if they had not received longevity pay as of April l, 2008.

B. Deputy Sheriffs' Association and Safety Management. Permanent employees meeting the following criteria shall be eligible to receive two five percent increases, calculated pursuant to subsection(B)(3), which shall be referred to as "longevity pay." As to either step alternative, a break in service will result in a new calculation for a new five or ten (10) year period, and no service prior to the break will be counted as part of the new five or ten (10) year period. Extra help time and time off without pay will not be included as part of this calculation. Time off without pay for disciplinary reasons or unpaid leave of absence will not constitute a break in service. Time off for these reasons will not count toward the completion of the required service time.

1. Longevity Pay 1 (Five Percent). An employee is eligible for five percent longevity pay upon meeting the requirements in either subsection (B)(1)(a) or (b), but cannot earn both:

a. Each permanent employee who has been at step 5 of their salary grade in the same classification for ten thousand four hundred (10,400) paid hours (five years full-time paid service) with Placer County shall be eligible. **This special compensation is not reportable to CalPERS.**

b. Each permanent employee who has at least twenty thousand eight hundred (20,800) paid hours (ten (10) years of full-time paid service) with Placer County shall be eligible.

2. Longevity Pay 2 (Additional Five Percent for a Total of Ten (10) Percent). Each permanent employee who has at least forty-one thousand six hundred (41,600) paid hours (twenty (20) years of full-time paid service) with Placer County, shall receive an additional five percent increase, calculated pursuant to subsection (B)(3).

3. Longevity shall be applied to current base hourly rate published in the salary schedule plus percentage-based special compensation identified in Section 3.12.020 of this code, as applicable. For safety management, classified and unclassified, longevity shall be applied to base hourly rate plus percentage-based special compensation identified in Section 3.12.020 or 3.12.030 of this code and flat special compensation allowances for POST intermediate certificate, POST advanced certificate, undercover assignment, and wellness, as applicable.

4. 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 years maintains prior eligibility; two years or more is treated as a new employee.

5. 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.

6. Once such longevity increase (longevity pay 1 and 2) **has** been provided to an employee, that employee shall have no further right to a longevity increase. The longevity increase(s) will remain with the employee regardless of any future position or classification changes.

C. Elected Department Heads. Effective January 13, 2001, and continuing thereafter, elected department heads shall be eligible at the beginning of the first full pay period of the seventh year in office to receive a one-time five percent increase in their then current salary. This longevity pay shall be calculated only on a cumulative basis with any other longevity pays earned under subsection A or B. Longevity shall be applied to current base hourly rate published in the salary schedule plus percentage-based special compensation identified in Section 3.12.030 of this code and flat special compensation allowances for POST intermediate certificate, POST advanced certificate, undercover assignment, and wellness, as applicable. (Ord. 6072-B § 1, 2021; Ord. 6068-B § 1, 2021; Ord. 5992-B § 1, 2019; Ord.

5740-B § 19, 2014; Ord. 5683-B § 50, 2012; Ord. 5627-B § 25, 2010; Ord. 5478-B (Attach. A), 2007; Ord. 5309-B, 2004; Ord. 5058-B (Attach. 29), 2000; prior code § 14.3050)

3.12.080 Tahoe branch assignment premium.

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

A. Confidential, 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) 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.

C. For employees represented by the ~~Placer County Deputy Sheriff's Association~~**PCDSA**.

1. Tahoe Branch Assignment Premium Pay shall be ~~as set forth in the Memorandum of Understanding between the county and the PCDSA~~ **eight hundred seventy-five dollars ($875) per month**.

2. Effective October 9, 2021, 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.

a. 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.

b. 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.

c. Employees already receiving Tahoe Branch Assignment Premium Pay as of October 9, 2021 will continue to receive the premium for the uninterrupted and continuous duration of the employee's position in the North Lake Tahoe area, but if resuming a position in

the North Lake Tahoe area after said date, 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.

d. "Primary residence" shall be determined in accordance with the Government Code Section 244.

D. 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 and benefits adjustments for employees represented by the Placer County Deputy Sheriffs' Association.

Ordinance No.: _____

Introduced: September 14, 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 Deputy Sheriff's Association (PCDSA) as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. This ordinance shall be effective the first pay period following adoption unless otherwise set forth in Exhibit A.

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

Exhibit A: Compensation Adjustments for Employees Represented by Placer County Deputy Sheriffs' Association

EXHIBIT A

SALARY ADJUSTMENTS

PCDSA represented employees shall receive general wage increases as follows:

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

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.

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

In the matter of:
Adopting the CalPERS Resolution to change the Employer Paid Member Contributions for Placer County Deputy Sheriffs' Association Miscellaneous Employees in Welfare Fraud Investigator Classification Series.

Resolution No.: _____

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:

Noes:

Absent:

Signed and approved by me after its passage.

_____
Chair, Board of Supervisors

Attest:

_____
Clerk of said Board

WHEREAS, the governing body of Placer County has the authority to implement Government Code 20691; and

WHEREAS, the governing body of Placer County has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of Placer County of a Resolution to commence said Employer Paid Contributions (EPMC); and

WHEREAS, the governing body of Placer County has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all miscellaneous employees of the Placer County Deputy Sheriffs' Association in the Welfare Fraud Investigation classification series.

- This benefit shall consist of paying 4% of the normal member contribution as EPMC for employees hired prior to January 1, 2011.

- The effective date of this Resolution shall be September 25, 2021.

BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California, that the governing body of Placer County elects to pay EPMC as set forth above.

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

In the matter of:
Adopting the CalPERS Resolution to change the Employer Paid Member Contributions for Placer County Deputy Sheriffs' Association Safety Employees.

Resolution No.: _____

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:

Noes:

Absent:

Signed and approved by me after its passage.

_____
Chair, Board of Supervisors

Attest:

_____
Clerk of said Board

WHEREAS, the governing body of Placer County has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of Placer County has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of Placer County of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of Placer County has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Placer County Deputy Sheriffs' Association covered by the CalPERS Safety Retirement Plan.

- This benefit shall consist of paying 2.75% of the normal member contributions as EPMC for employees hired prior to January 1, 2011.

- The effective date of this Resolution shall be September 25, 2021

BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California that the governing body of Placer County elects to pay EPMC as set forth above.

PROOF OF SERVICE

SHORT TITLE OF CASE: ***Placer County DSA, et al. vs. County of Placer***

I am a citizen of the United States and a resident of the County of Sacramento. I am over the age of 18 years and am not a party to the within action. My business address is 1912 I Street, Sacramento, California 95811. My e-mail is jdelgado@mastagni.com.

On **January 21, 2022**, I served the below-described document(s) by the following means of service:

X BY U.S. FIRST-CLASS MAIL [C.C.P. §§1013 & 1013(a)]:
I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's business practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully paid; and

X BY ELECTRONIC SERVICE [C.C.P. §1010.6(a)]:
Based on a court order or an agreement of the parties to accept electronic service, I caused a .pdf version of the below-described documents to be sent to the persons at the electronic mail addresses set forth below.

NAME/DESCRIPTION OF DOCUMENT(S) SERVED:

- **AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF**

ADDRESSES OF SERVICE:

Via U.S. Mail & E-Mail Michael Youril myouril@lcwlegal.com Lars Reed lreed@lcwlegal.com Liebert Cassidy Whitmore 5250 North Palm Ave, Ste 310 Fresno, CA 93704	

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and was executed on **January 21, 2022,** at Sacramento, California.

/s/ Jessica Delgado
Jessica Delgado