

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION REGARDING SALARIES AND FRINGE) RESOLUTION NO. 23-043
BENEFITS FOR CONFIDENTIAL EMPLOYEES)

BE IT RESOLVED that this resolution is being adopted to address the following:

- The Use of Interns Policy 2.244 has been updated on March 28, 2023 and therefore the language regarding under the Internship Program in this resolution has been revised to include the change in pay to minimum wage (with the exception of legislative and legal interns) and include the verbiage unless required by state and federal law with regards to benefits. Since interns

TERMS AND CONDITIONS

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee requests same. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Confidential employees are covered by the Fair Labor Standards Act (FLSA) as it relates to wages, overtime (based upon hours worked in excess of a regularly scheduled 8-hour workday or 40 hours per week), record keeping, and equal pay standards, with the exception of the following classifications:
 - A. Budget Analyst
 - B. Deputy County Counsel I
 - C. Deputy County Counsel II
 - D. Deputy County Counsel III
 - E. Human Resource/Risk Administrator
 - F. Payroll Manager
3. The exempt employees listed in #2 above are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions. Exempt employees are not eligible for overtime.
4. Confidential employees are eligible for, and will receive, step increases under the same terms and conditions as the County's General Unit bargaining group.
5. Effective May 1, 2019, the Senior Administrative Analyst position assigned to the General Services Agency will receive a 7% stipend due to additional duties for one particular assignment in GSA related to the Economic & Development Program.
6. The salaries reflected above include a five percent (5%) differential above the County's General Unit bargaining group for confidential status.

Effective September 1, 2019, the County is changing from processing payroll monthly to bi-weekly.

Current Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

7. **Longevity:**

- A. Effective retroactive to October 1, 2017, longevity pay will be granted to all members of this unit for 10, 15 and 20 years in 2.5% increments under the same terms and conditions as the County’s General Unit bargaining Group
- B. Employees shall receive longevity wage increases on their base pay when they have completed: five (5) (effective August 8, 2021), ten (10), fifteen (15), and twenty (20) years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5 (eff. 8/8/2021)	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*

**These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.*

- 8. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, or rescind their previous request for a voluntary reduced work schedule. Employee’s seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
- 9. **Retirement Program:** Employees herein shall receive the same Public Employees’ Retirement System program offered to the County’s General bargaining group, as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
 - A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
 - B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.
 - C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC
- 10. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County’s General Unit Bargaining Group.

- A. The premium cost share will be 87.5% paid by the employer and 12.5%% paid by the employee for plan years after 2017.
 - B. For full-time confidential employees, a cash payment per pay period of \$215.12 shall be paid to all confidential employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total per pay period is \$233.58. Part-time Confidential employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above.
11. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:
- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.
 - B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
 - C. Unused sick leave shall accrue from year to year.
 - D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
12. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General Unit bargaining group):
- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every 72 hours worked up to a maximum of 128 hours per year.
 - B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.
 - C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.

- D. Employees in this unit may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in Amador County #2-230 has been met.
13. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group. Employees taking the voluntary reduced work schedule, will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation and/or CTO leave. If vacation and/or CTO are not available, employees will be docked the difference in pay.
14. **Administrative Leave:** Exempt professional classifications (*i.e.* Deputy County Counsel I, II and III) shall earn and accrue Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Administrative Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year.
- A. An eligible employee may accrue Administrative leave up to a maximum amount equal to twice their current annual Administrative accrual rate (*i.e.*, 10 days). Accrual of Administrative leave shall cease when the maximum amount of Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued Administrative leave is below the maximum allowed accrual.
 - B. Eligible employees must pass their probationary period before leave can be utilized.
 - C. The probationary period for Administrative employees, for purposes of Administrative leave benefits, shall be twelve (12) months.
 - D. Part-time employees will have the leave pro-rated based on the number of hours worked.
 - E. An eligible employee who separates from County employment will not be paid in cash for any unused Administrative leave. However, if an employee transfers to another unit that has no Administrative leave, the employee will be paid off in cash.
15. **Miscellaneous Stipends:** Sheriff's Office employees in the Confidential Unit will receive will receive a monthly stipend of \$40.00 (\$18.46 per pay period) for the care, maintenance and replacement of required work attire. Initial clothing is purchased by Sheriff's Department.
16. **Bar Dues:** The County shall pay for employees the cost of the State Bar Association dues necessary for the employee to practice law in California. The County shall pay for the minimum cost of the dues only (referred to on State Bar Membership Statement as membership fees) and shall not pay for any additional options such as CDCBA, CSCIS, lobbying, etc.
- The County shall make the payment each year on or before the annual renewal due date specified by the State Bar for an employee who has been employed as an Amador County Deputy County Counsel as of January 1 of the year for which the dues are paid. The employee shall provide their invoice to the Auditor's Office one month before the due date of each year to ensure his/her dues will be paid before the due date.
17. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least

thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. The County will contribute \$23.08 per pay period (based on 26 pay periods per year) up to \$600.00 annually to the section 457 deferred compensation account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600 annually. However, if the employee ceases such contributions, the county match will no longer apply.

18. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Confidential employees who participate in an organized fitness program or organized weight-reduction program.

INTERNSHIP PROGRAM

On March 28, 2023, the Board of Supervisors adopted the Use of Interns Policy #2-244, which authorized County departments to hire interns as temporary employees. All placements are contingent upon departmental budget appropriations and County Administrative Officer approval of such requests for temporary help.

Internships are temporary positions within this Unit. They are designed to provide job training. No intern may work more than 999 hours per fiscal year. Interns do not receive seniority, vacation, sick leave, holiday pay, health benefits, or any other type of benefits or incentives unless required under state and federal law. Duties will vary widely based on the training assignment and department needs.

No interns may be paid in excess of state minimum wage per hour, with the exception of legislative or legal interns.


EFFECTIVE DATE

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 28th day of March 2023, by the following vote:

AYES: Jeffrey Brown, Brian Oneto, Patrick Crew, Richard Forster

NOES: None

ABSENT: Frank Axe



Jeffrey Brown, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California



Deputy