

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

IN THE MATTER OF:

RESOLUTION REGARDING  
SALARIES AND FRINGE BENEFITS  
FOR CONFIDENTIAL EMPLOYEES

RESOLUTION NO. 19-039

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

- 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

**2017 & 2018 Classification and Wage Plan and listed as Appendix A**

**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. Executive Assistant
  - F. Human Resource Administrative/Risk 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. Longevity pay will be granted to all members of this unit for 10, 15, and 20 years of service under the same terms and conditions as the County's General Unit bargaining group.
6. The salaries reflected above include a five percent (5%) differential above the County's General Unit bargaining group for confidential status.

**BENEFIT PACKAGE**

7. **Voluntary Reduced Work Schedule:** Effective July 1, 2015, employees have the option to continue their voluntary reduced work schedule of 156.6 hours per month, request a voluntary reduced work schedule of 156.6 hours 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.

8. **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

9. **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.

For full-time confidential employees, a cash payment of \$466.10 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 is \$506.08. 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.

10. **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 each pay period of employment up to a maximum of 96 hours per year.
- B. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue 8 hours sick leave per month up to a maximum of 96 hours per year
- C. Unused sick leave shall accrue from year to year.

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.

11. **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 eight (8) hours of vacation leave for every 130.5 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours, they will accrue eight (8) hours of vacation leave for every 117.45 hours of service, which accrual will be credited monthly.

- B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 99.43 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 89.49 hours of service, which accrual shall be credited monthly.
- 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.

12. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group. For employees taking the voluntary reduced work schedule of 156.6 hours per month, they 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.

13. **Administrative Leave:** Exempt professional classifications (*i.e.* Deputy County Counsel I, II and III) shall accrue up to five (5) days of Administrative leave each calendar year at the rate of 8 hours of Administrative leave for every 417.6 hours of service, credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours, they will accrue up to five (5) days of Administrative leave each calendar year at a rate of 8 hours of Administrative leave for every 375.84 hours of service, credited monthly, subject to the following conditions:

- 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.

14. **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, CSCHS, 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.

15. **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. Effective 4/1/18, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contributions are first permissible, the county will contribute fifty dollars (\$50) per month to the section 457 deferred compensation account of each employee who contributes at least fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the county match will no longer apply.

16. **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 July 29, 2003, 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. Duties will vary widely based on the training assignment and department needs.

No interns may be paid in excess of \$12.00 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 at a regular meeting thereof, held on the 23rd day of April 2019, by the following vote:

AYES: Brian Oneto, Patrick Crew, Richard M. Forster, Jeff Brown, Frank Axe

NOES: None

  
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Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

  
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Deputy