

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO)
SALARIES AND FRINGE BENEFITS)
FOR MANAGEMENT EMPLOYEES)

RESOLUTION NO. 19-145

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

- Director of Solid Waste will be resuming the function of the County Safety Officer therefore returning to the previous structure of Solid Waste Director/County Safety Officer. Salary would remain the same as the Director of Solid Waste

TERMS AND CONDITIONS

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Chief Assistant District Attorney, who serves at the pleasure of the District Attorney; Chief Probation Officer, who is appointed and removed by the presiding judge; the County Counsel, who is appointed by the Board of Supervisors to a four-year term; and the Undersheriff, whose tenure is discussed in paragraph 3.B below. These employees shall adhere to all policies and procedures applicable to other County management employees.
2. Personnel covered by this resolution 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.
3. The following terms and conditions apply only to the position of Undersheriff:
 - A. The salary shall be equal to or above the salary established for the position of Captain.
 - B. The Undersheriff shall be eligible to receive all education, POST, and longevity incentives that are afforded to the Sheriff's Office Mid-Management Unit as well as all uniform allowances that are afforded to the Sheriff's Office Mid-Management Unit.
 - C. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
 - D. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - E. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
 - F. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff

without notice or hearing. The Board of Supervisors shall not have the right to discipline the Undersheriff for any other reason.

- G. 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

09/01/2019 and 09/22/2019 Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

4. **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 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.
5. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered through the County (Local Safety Members for Undersheriff and Chief Probation Officer, Local Prosecutors for Chief Assistant District Attorney, and Local Miscellaneous Members for all other unit members), as such programs 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 employees except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. For those employees, the EPMC shall be 3%.
 - B. Effective July 1, 2014, the EPMC for members of the Board of Supervisors shall be 4% (Board Members will be paying 3% of their CalPERS Member Contributions) and effective July 1, 2015 EPMC shall be 1% (Board Members will be paying an additional 3% of their CalPERS Member Contributions, for a total CalPERS Member Contribution by Board Members of 6%).
 - C. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of the normal cost as determined by CalPERS.
 - D. Effective July 1, 2016 all Classic employees shall pay seven percent (7%) of the EPMC. This means all Classic employees will be paying their full 7% of their EPMC except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. These employees will be paying 7% of their EPMC and the County will be paying 2% of their EPMC.
 - E. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent to those provided to Management members, such as the County Administrative Officer, or to elected officials, unless specifically adopted by contract or resolution dated after the effective date of this Resolution.
6. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Undersheriff and the Chief Probation Officer, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units. .

- A. Effective January 1, 2017, all employees will contribute 2.5% of the total cost of the insurance premiums towards their insurance premiums and the County will be contributing 97.5 % of their insurance premiums
 - B. A cash payment of \$233.92 per pay period shall be paid to all Management employees in lieu of major medical insurance benefits after proof of other major medical insurance has been obtained. During the bi-weekly payroll transition period starting September 1, 2019 through December 31, 2019, Management employees will be receiving a cash payment of \$253.41 per pay period in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained.
 - C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, at the retired employee's expense.
7. **Sick Leave:** Employees herein shall accrue paid leave of absence for illness or injury to the employee or the employee's minor children.
- A. 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.
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- A. Unused sick leave shall accrue from year to year.
 - B. 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.
8. **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 bargaining group):
- A. Vacation leave shall be earned and accrued at a rate of 7.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 192 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 7.3846 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 192 hours
 - B. 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 vacation leave is below the maximum allowed accrual.
 - C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (#2-230) has been met.
9. **Holiday Leave:** Management employees will receive the same paid holiday leave as the County's General Unit bargaining group with the exception of the Undersheriff, Chief Probation Officer and Chief Assistant District Attorney. For employees taking the voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, 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 leave. If vacation leave is not available, employees will be docked the difference in pay

10. **Management/Administrative Leave:** Management employees shall earn and accrue

Management/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 Management/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 subject to the following conditions:

- A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate.
- B. Part-time Management/Administrative employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.
- C. An employee shall not be eligible to utilize his/her Management/Administrative leave until after completion of six (6) continuous months of employment with the County.

11. **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.

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

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 12th day of November 2019 by the following vote:

AYES: Brian Oneto, Patrick Crew, Richard M. Forster, Frank Axe, Jeff Brown
NOES: None
ABSENT: None



Brian Oneto, Chairman, Board of Supervisors

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



Deputy