

**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. 15-046

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

- Effective July 1, 2015 all employees are being offered the option of a reduced work schedule (voluntary reduction of hours) of 156.6 hours per month. Previous employee elections will remain in effect unless otherwise requested prior to July 1, 2015.
 - Employees may work a 36 hour work week
 - Employees may work 72 hours every two weeks (40 hours one week and 32 hours the next week).
 - Employee's seniority, benefits and leave accruals will not be affected
 - Employees who elect to take the reduced workweek must remain on the reduced workweek until June 30, 2016

| Classifications | Monthly Salaries | Voluntary Reduction of Hours (156.6 per mo.) |
|--|-------------------------|---|
| Agricultural Commissioner | \$8,101 | \$7,291 |
| *Agricultural Commissioner/Air Pollution Control Officer | \$9,001 | \$8,101 |
| County Surveyor/Chief Deputy Registrar of Voters | \$7,952 | \$7,157 |
| Community Development Director | \$9,935 | \$8,942 |
| County Counsel | \$11,576 | \$10,418 |
| Director of Solid Waste/Air Pollution Control Officer | \$8,602 | \$7,742 |
| District Attorney, Chief Assistant | \$11,012 | \$9,911 |
| General Services Administration Director | \$9,577 | \$8,619 |
| Health and Human Services Director | \$11,446 | \$10,301 |
| Human Resources Director | \$8,858 | \$7,972 |
| Information Technology Director | \$9,163 | \$8,247 |
| Probation Officer, Chief | \$11,446 | \$10,301 |
| Public Services Director | \$7,037 | \$6,333 |
| Undersheiff | \$11,446 | \$10,301 |
| Veterans Services Officer | \$5,759 | \$5,183 |

* If Air Pollution Control Officer Classification is assigned to the Agricultural Commissioner, the pay will reflect a 10% increase (see Agricultural Commissioner/Air Pollution Control Officer)

TERMS AND CONDITIONS

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the 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. **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.
4. 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.
5. 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'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.
 - C. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - D. 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.
 - E. 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.
6. The following terms and conditions apply only to the position of Chief Probation Officer:
 - A. The salary shall be equal to the current established salary and any future adjustments to the salary for the position of the Undersheriff.

BENEFIT PACKAGE

7. **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. 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. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent of 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.
8. **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. The County will pay the cost of health, vision, dental, and life insurance for all Management employees and their dependent.
 - B. A cash payment of \$506.82 per month shall be paid to all Management employees in lieu of major medical insurance benefits, provided, however, that employee must have on file with the Auditor an affidavit confirming that 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*.
9. **Sick Leave:** Employees herein shall accrue eight (8) hours paid leave of absence for illness or injury to the employee or the employee's minor children for every 174 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 8 hours sick leave per month.
- 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.
10. **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 the rate of sixteen (16) hours of vacation leave for every 174 hours of service. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue sixteen (16) hours of vacation for every 156.6 hours worked.

- 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.
11. **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 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 leave. If vacation leave is not available, employees will be docked the difference in pay
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

13. **Effective Date.** The effective date of changes for this Resolution shall be July 1, 2015.

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 9th day of June, 2015 by the following vote:

AYES: Brian Oneto, John Plasse, Richard M. Forster, Louis D. Boitano, and Lynn Morgan

NOES: None

ABSENT: None



 Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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



 Deputy