

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO ) RESOLUTION NO. 14-035  
SALARIES AND FRINGE BENEFITS )  
FOR MANAGEMENT EMPLOYEES )

BE IT RESOLVED that this resolution is being adopted to reflect a change in the CalPERS Employer Paid Member Contributions (EPMC). 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.

	Salary
Agricultural Commissioner/Air Pollution Control Officer	\$9,001
County Surveyor/Chief Deputy Registrar of Voters	\$7,952
Community Development Director	\$9,935
County Counsel	\$11,576
District Attorney, Chief Assistant	\$11,012
General Services Administration Director	\$9,577
Health Human Services Director	\$10,605
Human Resources Director	\$8,858
Information Technology Director	\$9,163
Probation Officer, Chief	\$11,446
Public Services Director	\$7,037
Undersheriff	\$11,446
Veterans Services Officer	\$5,759

**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. 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.
4. 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**

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. 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.
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. 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***.
7. **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
- 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 the rate of sixteen (16) hours of vacation leave for every 174 hours of service
- 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.
10. **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**

11. **Effective Date.** The effective date of this Resolution shall be May 13, 2014.

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 13<sup>th</sup> day of May, 2014 by the following vote:

AYES: Theodore F. Novelli, Brian Oneto, John Plasse, Louis D. Boitano and Richard M. Forster

NOES: None

ABSENT: None

  
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Theodore F. Novelli, Chairman

ATTEST:

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

  
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Deputy