

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO) RESOLUTION NO. 11-135
SALARIES AND FRINGE BENEFITS)
FOR MANAGEMENT EMPLOYEES)

BE IT RESOLVED that this resolution is being adopted to reflect a return to the 36-hour workweek from September 5, 2011 through June 30, 2012; a 3% pay increase effective October 1, 2011 and a 3% decrease in the Employer Paid Member Contributions (EPMC) effective October 1, 2011.

Monthly salaries of employees and hourly rates for PERS reporting purposes only shall be as set forth below:

	Salary @ 156.6 Hours	Hourly Rate (PERS reporting only)
Agricultural Commissioner/Air Pollution Control Officer	\$8101	\$51.73
Chief Deputy Clerk/Recorder/Surveyor	\$7157	\$45.70
Community Development Director	\$8942	\$57.10
County Counsel	\$10418	\$66.53
District Attorney, Chief Assistant **	\$11013	\$63.29
GSA Director	\$8619	\$55.04
HHS Agency Director	\$9545	\$60.95
Director of Health Services*	\$8530	\$54.47
Human Resources Director	\$7972	\$50.91
Information Technology Director	\$8246	\$52.66
Probation Officer, Chief **	\$9311	\$53.51
Public Services Director	\$6333	40.44
Undersheriff **	\$11445	\$65.78
Veterans Services Officer	\$5184	\$33.10

*When the incumbent no longer occupies this position, the position shall be moved to the Mid-Management Unit.

**The salary for these positions will be calculated at 174 hours due to the fact that they will remain working 40 hours per week.

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 4.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. From July 2, 2011 through September 4, 2011 the workweek was 40 hours per week. Effective September 5, 2011 through June 30, 2011 the workweek will be 36 hours per week, with the exception of the Undersheriff, Chief Probation Officer and Chief Assistant District Attorney; these positions will remain at 40 hours per week. County offices will be open to the public Mondays through Thursdays, 8 a.m. to 5 p.m. Staggered schedules (some employees working Monday through Thursday, other employees working Tuesday through Friday) may be implemented to accommodate each department's needs. Individual schedules for each employee will be made by the department head. Hours of permanent part-time employees will be reduced by 10 percent (10%).
4. 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.

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. For the period from 10/1/2011 until changed by further resolution of this Board, the EMPC shall be further reduced from 4% to 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 further reduced from 6% to 3%.
 - B. 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 dependents.
 - 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 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 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.
 - B. Unused sick leave shall accrue from year to year.
 - C. 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):

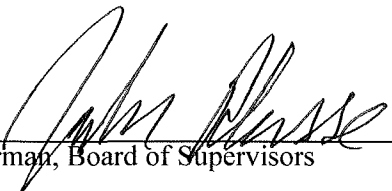
- A. Vacation leave shall be earned and accrued at the rate of sixteen (16) hours of vacation leave for every 174 hours of service, which accrual shall be credited monthly.
 - B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease 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.
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 October 1, 2011.

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 8th day of November, 2011 by the following vote:

- AYES: Supervisors John Plasse, Richard M. Forster, Theodore F. Novelli,
Louis D. Boitano and Brian Oneto
- NOES: None
- ABSENT: None



 Chairman, Board of Supervisors

ATTEST:

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

