

AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

TO PARTICIPATE REMOTELY BY CALLING IN USING THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

If all Board Members are present in person, public participation by Zoom is for convenience only. If the zoom feed is lost/hacked for any reason, the meeting may nevertheless go forward at the discretion of the Chair. The only assurance of live comments being received by the Board is to attend in person. The Chair will call the meeting to order and after Board input, will invite the public to comment in person and online.

REGULAR MEETING AGENDA

DATE: Tuesday, November 26, 2024
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CLOSED SESSION **8:30 a.m.** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director

- 1.a Property: Lease of 10877 Conductor Blvd., Sutter Creek, CA, 95685
Agency Negotiators: Pat Crew, Glenn Spitzer, and Chuck Iley
Negotiating parties: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership
Under negotiation: Lease terms
Suggested Action: Discussion and possible action

2. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6.

- 2.a County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director Employee Organization: All Units
Suggested Action: Discussion and possible action.

3. CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION -
{Government Code 54956.9(d) (2)}

- 3.a Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One potential Case
Suggested Action: Discussion and possible action

4. CONFIDENTIAL MINUTES:

- 4.a Review and possible approval of the November 12, 2024 Confidential Minutes.
Suggested Action: Approval.

REGULAR SESSION **9:00 a.m.**

PLEDGE OF ALLEGIANCE:

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

APPROVAL OF AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

APPROVAL OF ITEMS ON THE CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

5. REGULAR AGENDA:

- 5.a Approval of a Resolution of Appreciation to the Foothill Conservancy for their work in cleaning up the Mokelumne River
Suggested Action: Approval
[RES-24-0XX Foothill Conservancy.doc](#)
- 5.b Update on Tree Mortality mitigation activities by Tad Mason, TSS Consultants, Dr. Richard Harris, and Ed Struffenegger
Suggested Action: Presentation is for information only
[Amador BOS Presentation Final 20241114.pdf](#)
- 5.c Approval of Sunset Heights CSD Board's Fiscal Audit Requirements Resolution dated 11-9-24 which includes the County Auditor's Recommendation.
Suggested Action: Unanimous approval of Sunset Heights CSD's Fiscal Audit Requirements Resolution dated 11-9-24 which includes the County Auditor's Recommendation.

Sunset Heights CSD meets certain qualifications that allow the District alternatives to its annual auditing requirements. However, in order to proceed, Government Code Section 26909 requires that the Special District (Sunset Heights CSD) unanimously approve the recommendation of the County Auditor, and subsequently the County Board of Supervisors must also unanimously approve the District's request and the County Auditor's Recommendation.

[Sunset Heights CSD Signed Audit Resolution dtd 11-9-24.pdf](#)

[County Auditor Recommendation Letter to Sunset Heights CSD 10-29-24.pdf](#)

5.d Community Assistance, Recovery and Empowerment Act (CARE) Court update.

Suggested Action: Presentation only.

[Amador County Care Act Presentation.pptx](#)

5.e Public Health - Presentation of Community Health Assessment

Suggested Action: Presentation Only

5.f 2024 California State Association of Counties (CSAC) Annual Meeting Update

Suggested Action: Report by Supervisors Forster and Brown regarding the recent CSAC Annual Meeting.

5.g Review and possible approval of the November 12, 2024 Board of Supervisors Meeting Minutes.

Suggested Action: Approval.

[November 12, 2024 DRAFT Minutes.docx](#)

6. PUBLIC HEARING: **10:30 A.M.**

6.a

Surveying Department - Public hearing for a public utility easement abandonment and adopt the Resolutions of Approval for the abandonment and a Certificate of Merger for William C. Lindsey. The properties involved in said Merger are Lots 118 and 119 of Sierra Highlands Unit 3 as recorded in Book 2 of Subdivision Maps at Page 2. Assessor's Parcel No.'s 033-420-024 and 033-420-025. Merging the lots will allow a garage to be added the existing home.

Suggested Action:

Hold the public hearing and adopt the resolutions

[002S003.pdf](#)

[002S007.pdf](#)

[002S002.pdf](#)

[Lindsey Merger B&A.pdf](#)

[Lindsey ROI abandonment.docx](#)

[ROA Lindsey Merger.doc](#)

[Staff Report Lindsey.docx](#)

7. **CONSENT AGENDA:** Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part

of the regular agenda at the request of a Board member(s).

- 7.a Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

Suggested Action: Receive and File.

[Tree_Mortality.doc](#)

- 7.b Public Health requests the approval of the Agreement #DOJ-PROP56-2024-25 between Amador County Public Health and the Department of Justice for the Tobacco Grant Program
Suggested Action: Approve the attached resolution authorizing the agreement between Amador County Public Health and the Department of Justice for the Tobacco Grant Program

[2024.11.26 Memo - PH and DOJ Tobacco Grant - SIGNED.pdf](#)

[2024.11.26 Resolution Letter.pdf](#)

- 7.c

Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000, values being decrease 50% or more and P19 base year value transfer being decreased over \$150,000.

Suggested Action: Approve

[Value Adjustment.pdf](#)

[Prop 19 Value Adjustment.pdf](#)

- 7.d Mid-Management Resolution Regarding Salaries and Fringe Benefits

Suggested Action: Approve

[Memo-Mid-Management Employees.doc](#)

[Resolution MidMgmt \(draft\)11.12.24.docx](#)

[Mid-Management Salary 9.29.24 Amended 11.12.24.pdf](#)

- 7.e Confidential Resolution Regarding Salaries and Fringe Benefits.

Suggested Action: Approve.

[Memo-Confidential Employees.doc](#)

[Confidential_Resolution \(draft\) 10.1.2024.docx](#)

[Confidential 9.29.2024 DRAFT.pdf](#)

- 7.f

2024 Dig-Outs Project, Bid No. 24-11 Resolution of Acceptance Final Agreement and Release of Claims.

Suggested Action:

1. Adopt resolution accepting the 2024 Dig-Outs Project as complete; and

2. Authorize Chairman to sign Agreement and Release of Claims.

[BOS Memo 24-11 Contract Closeout.pdf](#)

[24-11 Resolution of Acceptance.pdf](#)

[24-11 Attachment A.pdf](#)

[24-11 Attachment B-4.pdf](#)

[24-22 Final Pay Details.pdf](#)

- 7.g Behavioral Health Agreement with El Dorado Psychiatric Health Facility Calendar year 2025-2027

Suggested Action: Approve and sign agreement

[Memo to BOS El Dorado PHF.pdf](#)

[Microsoft Word - 4. 9118 Draft El Dorado - Amador County Agreement 010125-](#)

[123128x.pdf](#)

- 7.h Probation: Budget Increase Request to rectify error made in budgeted revenue amount for Jackson Rancheria Mitigation Funds
Suggested Action: Approve the request.
[Jackson Rancheria Mitigation Memo 4-16-24.pdf](#)
[Journal request.pdf](#)
[Budget Increase Request.pdf](#)
- 7.i Environmental Health: Approval of a purchase of new Environmental Health program software.
Suggested Action: Approval
[Supervisor Purchase Request Memo.pdf](#)
- 7.j Reclassification of a part-time Outreach Technician to a part-time Outreach Specialist in the Public Health Department.
Suggested Action: Approve.
[Memo - Public Health Reclassifications.doc](#)
[Reclassification Form & Supporting Doc 11.14.24.pdf](#)
- 7.k Social Services: Housing Disability and Advocacy Program (HDAP) 2024/25 Funding Allocation.
Suggested Action: To review memo and authorize Director of Social Services to accept funding of \$100,000 for State fiscal year 2024/25
[Memo Acceptance of HDAP funds.docx](#)
- 7.l Resolution Regarding Salaries and Fringe Benefits for Management Employees.
Suggested Action: Approve
[Management_Resolution \(draft\) 11.26.24.docx](#)
[Memo-Management Employees.doc](#)
[Management Salary DRAFT 9.29.2024 Amended 11.26.2024.pdf](#)
- 7.m Notification to Civilian Governing Body and Local Community
Suggested Action: Approval of Notification to Civilian Governing Body and Local Community
[11192024.pdf](#)
- 7.n Apply the remaining ARPA allocation to public protection wages in the General Fund, resulting in a one-time salary savings. Transfer the unallocated portion of the salary savings to Public Works for Board approved projects.
Suggested Action: Approve
[Memo_Budget Increase GF to 3000.pdf](#)
[Journal_ARPA Trust to 2753.pdf](#)
[Journal_ARPA Fund to General Fund.pdf](#)
[Journal_General Fund to Road Fund.pdf](#)
[Budget Increase.pdf](#)
- 7.o Human Resources: Memorandum of Understanding between the County of Amador and Service Employees International Union (SEIU) Local 1021 for the period of October 1, 2024 through September 30, 2026.
Suggested Action: Approve the revised agreed upon Memorandum of Understanding between

the County of Amador and the Service Employees International Union (SEIU) 1021 for the term of October 1, 2024 through September 30, 2026.

[Memo SEIU MOU.pdf](#)

[Resolution SEIU MOU.pdf](#)

[Amador_SEIU_2024-2026_FINAL_v5_20241119.pdf](#)

[Amador_SEIU_2024-2026_DRAFT_v5_20241119.docx](#)

- 7.p Approval of funding agreement with the State of California for 2024-2025 Cares Act funding.

Suggested Action: Approve agreement and authorize the CAO to sign

[2024-2025_CARE_Court_Funding_Agreement_-_Amad.pdf](#)

8. ADJOURNMENT: UNTIL TUESDAY, DECEMBER 17, 2024 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel
Meeting Date: November 26, 2024

SUBJECT

Property: Lease of 10877 Conductor Blvd., Sutter Creek, CA, 95685

Agency Negotiators: Pat Crew, Glenn Spitzer, and Chuck Iley

Negotiating parties: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership

Under negotiation: Lease terms

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

N/A

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director Employee Organization: All Units

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

N/A

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One potential Case

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

N/A

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

Review and possible approval of the November 12, 2024 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: November 26, 2024

SUBJECT

Approval of a Resolution of Appreciation to the Foothill Conservancy for their work in cleaning up the Mokelumne River

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

- [RES-24-0XX Foothill Conservancy.doc](#)

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING
THE FOOTHILL CONSERVANCY
AND ITS PARTNERS

RESOLUTION NO. 24-XXX

WHEREAS, the Foothill Conservancy began holding Mokelumne River Cleanups in 1991 and has held at least one cleanup event year since; and

WHEREAS, over the decades since its inception, the Conservancy's Mokelumne River Cleanups have removed over 25 tons of trash and recyclables from the river's banks; and

WHEREAS, the Conservancy's Mokelumne River Cleanup has primarily focused on the most popular and frequently used sections of the Mokelumne River in Amador and Calaveras counties; and

WHEREAS, beginning in 2021, the Foothill Conservancy and its local partners (City of Jackson, Sierra Wind, Sutter Health, and Jackson Rancheria), began the Watershed Protection Alliance to remove trash, debris and recyclables from encampments along Amador County rivers and streams; and

WHEREAS, those WPA cleanups have resulted in the removal of over 33 tons of material from the watersheds of Amador and Calaveras Counties; and

WHEREAS, the Foothill Conservancy has engaged community members and others who love our natural environment and value water quality to volunteer their time and energy to help remove trash and recyclables through the Mokelumne River Cleanups and WPA projects; and

WHEREAS, the Conservancy has successfully partnered with ACES Waste Services, the East Bay Municipal Utility District, local businesses, whitewater boating organizations, unhoused local residents, local service clubs including the Jackson Lions, the Amador County Homeless Taskforce, the U.S. Forest Service, the Bureau of Land Management, the Amador County Sheriff's Department HART team, and others to coordinate its cleanup efforts and led EBMUD to expand annual Mokelumne-related cleanups to its local lands;

THEREFORE BE IT RESOLVED, that the Amador County Board of Supervisors recognizes this decades-long effort by the Foothill Conservancy and its partners, and expresses its appreciation to all who have worked for so long to keep our Mokelumne River and local streams clean and a safe place for public recreation while providing healthy habitat for fish and wildlife.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 26th day of November, 2024, by the following vote:

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

NOES: None

ABSENT: None

Chairman, Board of Supervisors

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: November 26, 2024

SUBJECT

Update on Tree Mortality mitigation activities by Tad Mason, TSS Consultants, Dr. Richard Harris, and Ed Struffenegger

Recommendation:

Presentation is for information only

4/5 vote required:

No

Distribution Instructions:

None

ATTACHMENTS

- [Amador BOS Presentation Final 20241114.pdf](#)

Tree Mortality Program Update
November 26, 2024
Tad Mason and Richard Harris
Tree Mortality Program Managers
and
Ed Struffenegger
County Registered Professional
Forester

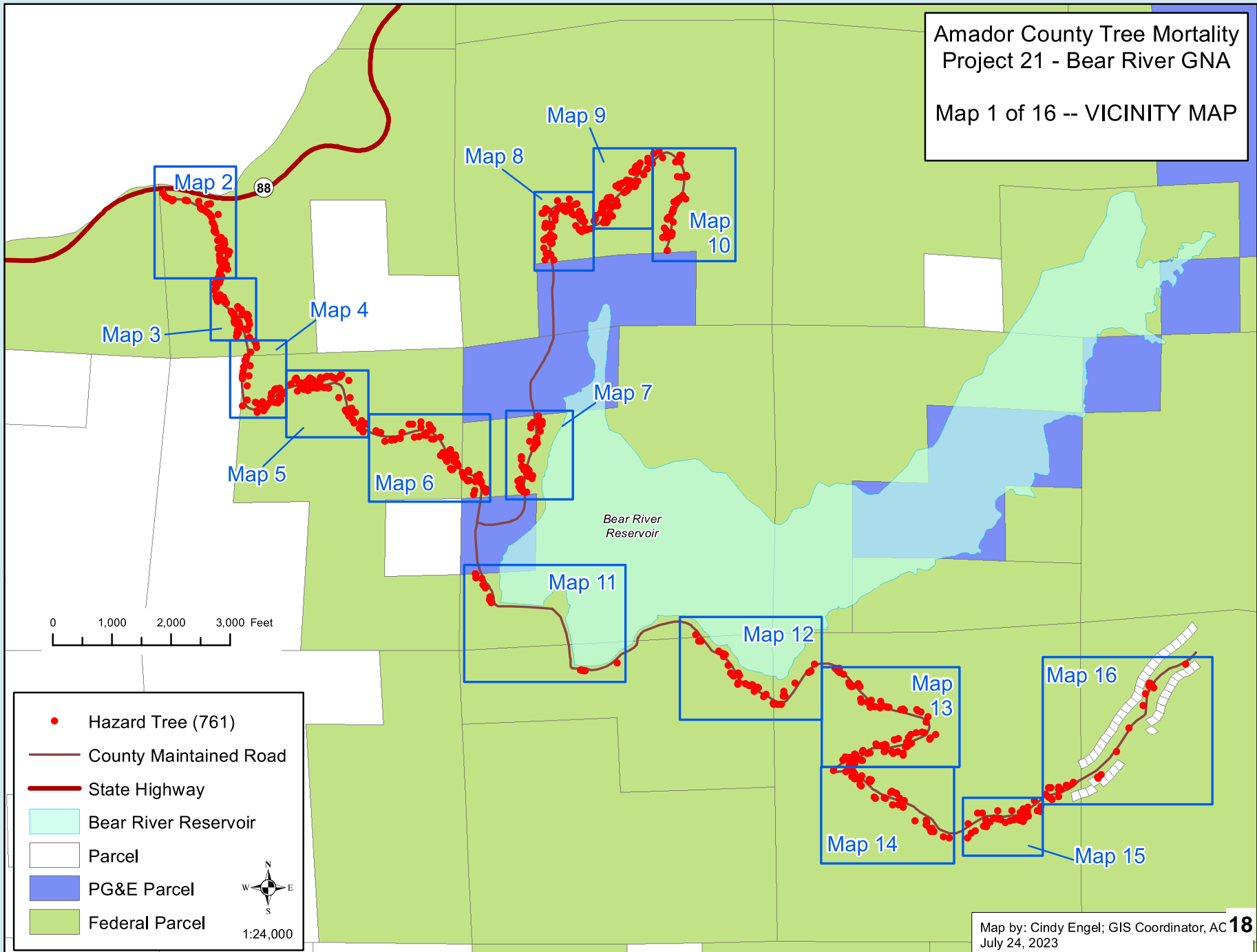
Program Summary

- Since the project began in 2017, 27 projects have been completed, and 10,680 hazardous trees will have been mitigated. Documentation for reimbursement from Cal OES has been submitted to the County for all projects and we assume that reimbursement has been received except for the most recent two.
- All County roads bordering private, U.S. Forest Service and Bureau of Land Management parcels where hazardous trees were found have been treated at least once.
- Sixteen different tree service companies and logging contractors have conducted the projects. There have been no reported injuries or serious damage to public or private properties. Where minor damage has occurred, the contractor was required to repair or replace the damaged asset.
- Public support for the program has been very positive.

Current County Projects

- As of November 14, two projects were completed on National Forest at Bear River (Project 21) and Silver Lake (Project 22). They included 1,582 trees. These projects are covered by grants from the Forest Service that will offset costs that are not reimbursed by Cal OES.
- Project 23 is located on County roads west of Highway 49. There are 60 parcels in the project including two BLM parcels, seven County right of way parcels and one parcel owned by the County. There are 140 trees in the project. It started on November 13 and should wrap up by December 1.

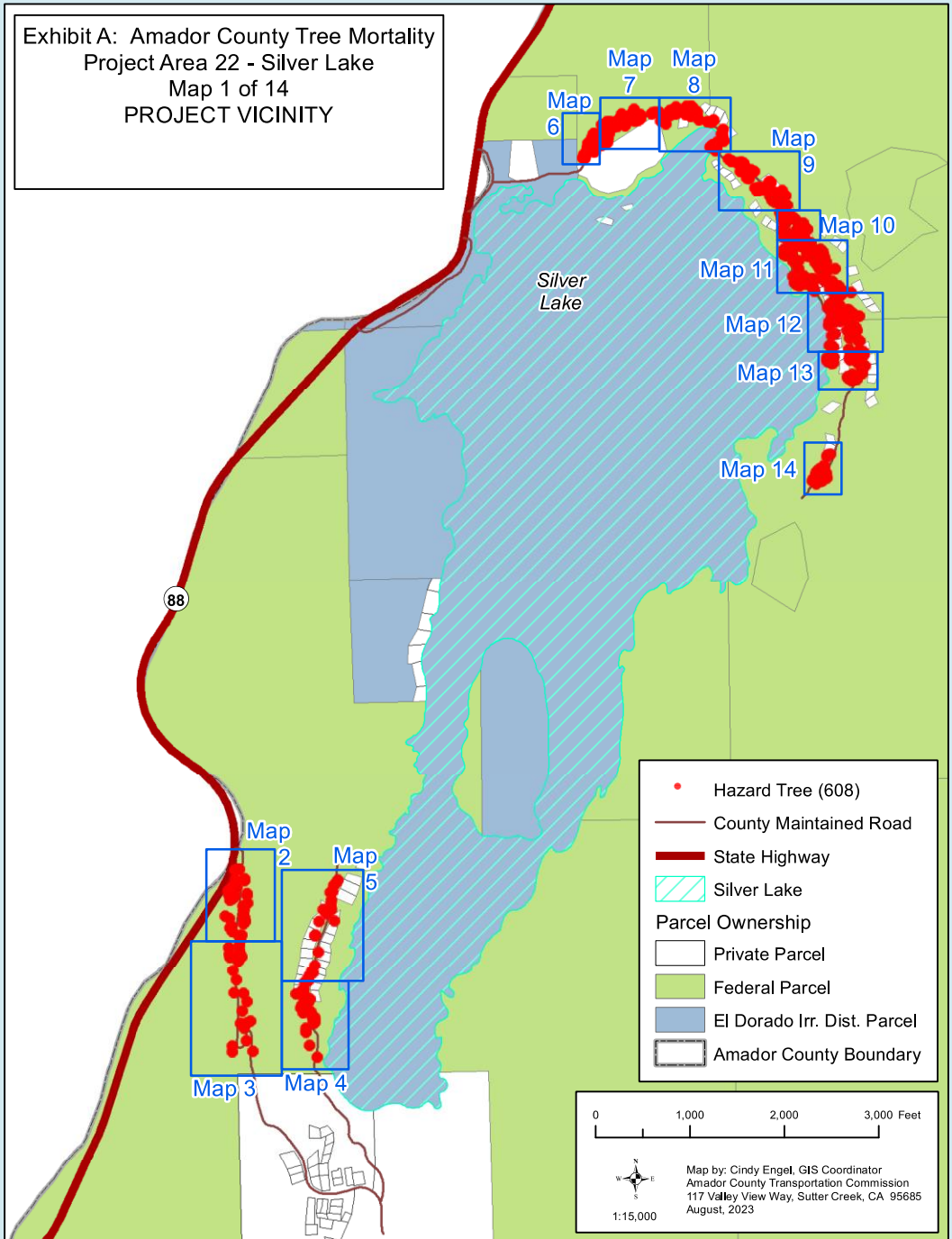
Amador County Tree Mortality
Project 21 - Bear River GNA
Map 1 of 16 -- VICINITY MAP



0 1,000 2,000 3,000 Feet

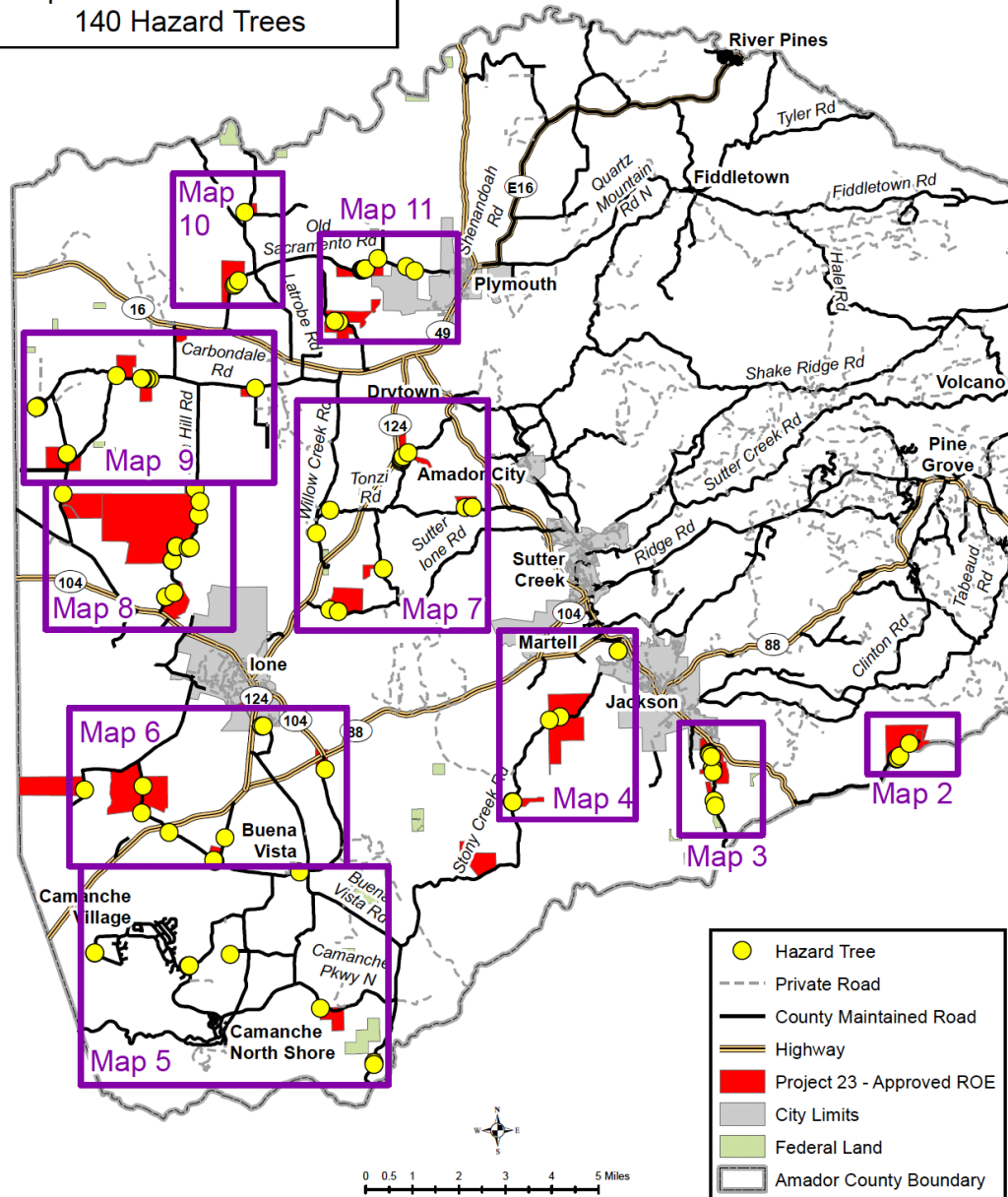
- Hazard Tree (761)
 - County Maintained Road
 - State Highway
 - Bear River Reservoir
 - Parcel
 - PG&E Parcel
 - Federal Parcel
- 1:24,000

Exhibit A: Amador County Tree Mortality
 Project Area 22 - Silver Lake
 Map 1 of 14
 PROJECT VICINITY



Amador County Tree Mortality
Project #23

Map 1 OF 11 -- INDEX MAP
140 Hazard Trees



Silver Lake and Bear River Tree Mortality Projects: Both Projects Were Implemented as Timber Sales with Logs Decked for Sale by the Forest Service



New Mortality: Still Happening



New Mortality

- We continue to see new mortality throughout the County. Incense cedar, ponderosa pine, Douglas fir, madrone, oaks and even species such as alder are succumbing to long-term drought, insects and pathogens. There appears to be somewhat less mortality than observed in previous years at low-mid elevations.
- New mortality at high elevations near Bear River and Silver Lake is substantial with true firs dying at a high rate. Even with additional budget for adding new trees to those projects, we still had to leave behind many dead and dying trees. We hope that that the Forest Service will fund new projects in those areas.
- In all our projects we normally mark additional newly dead trees, commonly reaching our maximum budgetary allowance for additional trees.

Moving Forward

- We will conduct reconnaissance surveys later this fall to determine the need for new projects east of Highway 49.
- There does not appear to be any indication that Cal OES will be curtailing funding for tree mortality projects. The governor's Emergency Declaration regarding tree mortality is still in effect.
- Depending on negotiations with the Forest Service, additional projects at Bear River and Silver Lake may be implemented next summer.

Questions?

Board of Supervisors Agenda Item Report

Submitting Department: Auditor-Controller
Meeting Date: November 26, 2024

SUBJECT

Approval of Sunset Heights CSD Board's Fiscal Audit Requirements Resolution dated 11-9-24 which includes the County Auditor's Recommendation.

Recommendation:

Unanimous approval of Sunset Heights CSD's Fiscal Audit Requirements Resolution dated 11-9-24 which includes the County Auditor's Recommendation.

Sunset Heights CSD meets certain qualifications that allow the District alternatives to its annual auditing requirements. However, in order to proceed, Government Code Section 26909 requires that the Special District (Sunset Heights CSD) unanimously approve the recommendation of the County Auditor, and subsequently the County Board of Supervisors must also unanimously approve the District's request and the County Auditor's Recommendation.

4/5 vote required:

Yes

Distribution Instructions:

Auditor-Controller; Sunset Heights CSD

ATTACHMENTS

- [Sunset Heights CSD Signed Audit Resolution dtd 11-9-24.pdf](#)
- [County Auditor Recommendation Letter to Sunset Heights CSD 10-29-24.pdf](#)

Sunset Heights CSD

Mailing Address: 17910 Sharon Ct, Pine Grove, CA 95665

Email: SunsetHeightsCSD@gmail.com

Website: SunsetHeightsCSD.SpecialDistrict.org

RE: Board Resolution # Fiscal Audit Requirements

WHEREAS Government Code 26909 specifically requires special districts to have annual, independent audits conducted by the County Auditor or a Certified Public Accountant, and

WHEREAS Government Code 26909 provides an alternative audit process if by unanimous request of the governing board of a special district, and further by unanimous approval of the Board of Supervisors can be changed to one of the following:

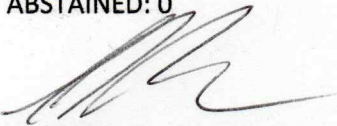
- (1) A biennial audit covering a two-year period.
- (2) An audit covering a five-year period, if the special district’s annual revenues do not exceed an amount specified by the Board of Supervisors.
- (3) An audit conducted at specific intervals, as recommended by the County Auditor, shall be completed at least once every five years.

WHEREAS the Amador County Auditor-Controller recommends to the Sunset Heights CSD Board of Directors and subsequently the Amador County Board of Supervisors that Sunset Heights do an Audit for Fiscal Year 2024-25, and then proceed with Bi-Annual Financial Statement Compilations for the next 4 until its next one-year audit is due. A special district may not have more than five consecutive Financial Compilations performed without having conducted at least one full one-year audit, THEREFORE, BE IT RESOLVED that the District Board of Directors unanimous accepts the Amador County Auditor-Controller’s recommendation and requests the Board of Supervisors likewise approve the Auditor-Controller’s recommendation.

ON A MOTION by Donna Christenson.

The forgoing Resolution was duly passed and adopted by the Board of Directors of Sunset Heights Community Services District, this 9th day of November, 2024 by the following vote.

AYES: 6
NOES: 0
ABSENT: 0
ABSTAINED: 0


Sean Regan
Chairman, Sunset Heights CSD

ATTEST:

Vanessa McDermott
Secretary, Sunset Heights CSD



OFFICE OF
AUDITOR - CONTROLLER

TACY ONETO ROUEN, Auditor - Controller

County Administration Center
810 Court Street • Jackson, CA 95642-2132
Telephone: (209) 223-6357
Fax: (209) 223-6721

October 29, 2024

Sunset Heights CSD Board of Directors
Attn: Vanessa McDermott
17910 Sharon Court
Pine Grove, CA 95665

Re: Sunset Heights CSD Audit Requirement & County Auditor Recommendation

Dear Sunset Heights CSD Board of Directors,

Recently, the District contacted the Amador County Board of Supervisors to request a change to its Audit Requirements. Upon discussions and review of financial documents, I determined that Sunset Heights CSD had been conducting Bi-Annual Reviews, but has not undergone a Financial Statement Audit over the years, which is a State-imposed requirement.

Government Code 26909 specifically requires special districts to have annual, independent audits conducted by the County Auditor or a Certified Public Accountant. However, the annual audit, by unanimous request of the governing board of a special district, and further by unanimous approval of the Board of Supervisors can be changed to one of the following:

- (1) A biennial audit covering a two-year period.
- (2) An audit covering a five-year period, if the special district's annual revenues do not exceed an amount specified by the Board of Supervisors.
- (3) An audit conducted at specific intervals, as recommended by the County Auditor, shall be completed at least once every five years.

Further, under certain restrictions, a special district may, by unanimous request of the governing board of the special district, and further by unanimous approval of the Board of Supervisors, replace the annual audit with a Financial Review, an Agreed-Upon Procedures Engagement, or an annual Financial Compilation in accordance with the appropriate professional standards, as determined by the County Auditor if both of the following conditions are met:

- (a) All of the special district's revenues and expenditures are transacted through the County's financial system.

(b) The special district's annual revenues do not exceed one hundred fifty thousand dollars (\$150,000).

However, please note that a special district may not have more than five consecutive financial compilations performed without having conducted at least one full one-year audit.

While Sunset Heights CSD annual revenues are less than \$150,000, the District does not process its transactions through the County Treasury, which makes the aforementioned alternatives unavailable. Nonetheless, Sunset Heights CSD can request that an Audit Report be completed once every five years (with the County Auditor's Recommendation). At this point in time, I think that the best option is for Sunset Heights CSD to do an Audit for FY 2024-25, and then make it a five-year Audit Cycle from that point forward, with Bi-Annual Compilation Services in between Audit Years.

Therefore, I hereby make the following recommendation to the Sunset Heights CSD Board of Directors and subsequently to the Amador County Board of Supervisors: **As County Auditor, I approve of Sunset Heights CSD doing an Audit for Fiscal Year 2024-25, and then proceeding with Bi-Annual Financial Statement Compilations for the following four years until its next one-year audit is due for FY 2029-30.** Again, both the Sunset Heights CSD Board of Directors must unanimously approve the request and recommendation, and subsequently the Amador County Board of Supervisors must unanimously approve the request and recommendation.

If Sunset Heights CSD's Board of Directors unanimously approve the request and recommendation, they will need to send a copy of its Board's decision and request to the County Board of Supervisors for their unanimous approval. If you have any questions or concerns, please let me know.

Respectfully Yours,


Tacy Orieto Rouen
Auditor-Controller

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health
Meeting Date: November 26, 2024

SUBJECT

Community Assistance, Recovery and Empowerment Act (CARE) Court update.

Recommendation:

Presentation only.

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

- [Amador County Care Act Presentation.pptx](#)

AMADOR COUNTY CARE ACT

COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT ACT

CARE ACT

COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT ACT

WHAT IS CARE COURT?

CARE Court helps people with untreated schizophrenia or other associated psychotic disorders receive treatment and services for their recovery and well-being. Participants may receive many kinds of support, which may include counseling, medication, housing options, social services and various other community resources.

PATHS IN

A range of people can refer someone to the CARE Program, including but not limited to family, Health Care Provider, County Behavioral Health, First Responders, Social Service Providers. This is done through a petition process.

PATHS OUT

1. Early engagement in county treatment services.
2. Graduation from a CARE agreement or CARE plan.

HELP CONTINUES

At the end of the process, help can continue – including direct county services, as needed.

CARE ACT

COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT ACT

WHO IS ELIGIBLE

Eligibility is determined on a case by case basis. **HOMELESSNESS AND MENTAL ILLNESS** alone are **NOT** enough to meet eligibility requirements.

The following criteria must be met to be eligible for CARE:

- Be 18 years of age or older.
- Have a diagnosis of a schizophrenia spectrum disorder or another psychotic disorder in the same class.
- Be currently experiencing a mental illness that:
 - Is severe in degree and persistent in duration,
 - May cause behavior that interferes substantially with activities of daily living, and
 - May lead to an inability to maintain stable adjustment and independent functioning without treatment, support and rehabilitation for a long or indefinite period.
- Not clinically stabilized in ongoing voluntary treatment.

Additionally, at least one of the following must be true:

- The respondent is unlikely to survive safely in the community without supervision AND the respondent's condition is substantially deteriorating.
- The respondent needs services and supports to prevent a relapse or deterioration that would likely result in grave disability or serious harm to the respondent or others.

The respondent's participation in a CARE plan or CARE agreement must:

- Be the least restrictive alternative necessary to ensure the respondent's recovery and stability, AND
- Be likely to benefit the respondent.

CARE ACT

COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT ACT

What happens during the CARE process

- Once a petition is filed, the court reviews it to determine if the respondent meets or may meet the criteria for care court,
- The court will either dismiss the petition, order a report from Amador County Behavioral Health, or set an initial court appearance.
- If respondent is eligible, the court will work with Amador County Behavioral Health, the respondent, the respondent's attorney and if applicable, a volunteer support to connect the respondent to services. This connection will happen either through voluntary engagement, a CARE agreement or a CARE plan.
- At month 11, there will be a 1 year status review hearing to determine next steps. The participant can either graduate or be reappointed for up to 1 additional year.

What is a CARE agreement or CARE plan

- Both the CARE agreement and the CARE plan are documents that specify services to support the respondent's recovery and stability.
- A CARE agreement is a voluntary agreement between the respondent and Amador County Behavioral Health after the court has determined the respondent is eligible for the CARE process. If a CARE agreement is not reached, the court may order the creation of a CARE plan.
- A CARE plan includes a range of community-based services and supports ordered by the court. There will be status review hearings to review progress and challenges. Services and supports in the CARE plan can be changed to support the respondent's success.
- If included in the CARE plan or agreement, stabilizing medications may be prescribed by the treating licensed behavioral health care provider.

CARE ACT

COMMUNITY ASSISTANCE, RECOVERY AND EMPOWERMENT ACT

When is this available?

The Amador County Superior Court will begin accepting CARE Petitions December 1, 2024

How do I learn more about the CARE Act?

California Health and Human Services CARE Act - <https://www.chhs.ca.gov/care-act/>

Amador County Behavioral Health - <https://www.amadorgov.org/services/behavioral-health>

Amador County Superior Court - <https://www.amadorcourt.org/>

Board of Supervisors Agenda Item Report

Submitting Department: Public Health
Meeting Date: November 26, 2024

SUBJECT

Public Health - Presentation of Community Health Assessment

Recommendation:

Presentation Only

4/5 vote required:

No

Distribution Instructions:

Presentation Only

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

2024 California State Association of Counties (CSAC) Annual Meeting Update

Recommendation:

Report by Supervisors Forster and Brown regarding the recent CSAC Annual Meeting.

4/5 vote required:

No

Distribution Instructions:

Board Clerk

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

Review and possible approval of the November 12, 2024 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [November 12, 2024 DRAFT Minutes.docx](#)

Amador County Board of Supervisors
ACTION MINUTES

REGULAR MEETING

DATE: Tuesday, November 12, 2024
TIME: 9:00 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present on Roll Call:

Brian Oneto, District V – Chairman
Patrick Crew, District I –Vice-Chairman
Frank U. Axe, District IV
Richard M. Forster, District II
Jeff Brown, District III

Staff: Charles T. Iley, County Administrative Officer
Gregory Gillott, County Counsel
Heather Peek, Deputy Clerk of the Board

Absent: None

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 8:30 a.m., the Board convened into closed session.**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Property: Lease of 10877 Conductor Blvd., Sutter Creek, CA, 95685
Agency negotiators: Pat Crew, Glenn Spitzer, and Chuck Iley
Negotiating parties: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership
Under negotiation: Lease terms
Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director
General Services Administration: Consideration of Sale of Airport Property on Trade Center Drive
Property: APN 044-400-010-000 - (.91 Acres)
Negotiating Parties: Mr. Frank Bozzini and Erik Katz (realtor)
Under Negotiation: Terms and Conditions to Consider Selling
Suggested Action: Discussion and possible action

ACTION: Direction given to staff.

General Services Administration: Terms and Conditions to Remove Underground Tank
Suggested Action: Discussion and possible action

ACTION: Direction given to staff.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6.

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director
Employee Organization: All Units
Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION -
{ Government Code 54956.9(d) (2) }

Claim of Jade Strobach, Claim No. 24-12
Suggested Action: Discussion and possible action.

ACTION: Claim denied pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew, and unanimously carried to deny the subject Claim due to liabilities and damages by the County being disputed.

Claim of William Dillian, Claim No. 24-13
Suggested Action: Discussion and possible action.

ACTION: Claim denied pursuant to the following motion.

MOTION: Direction given to staff.

Claim of Tine Kellogg, Claim No. 24-14
Suggested Action: Discussion and possible action.

ACTION: Claim denied pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew, and unanimously carried to deny the subject Claim due to liabilities and damages by the County being disputed.

Claim of Jason Green, 24-15.
Suggested Action: Discussion and possible action.

ACTION: Claim denied pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew, and unanimously carried to deny the subject Claim due to liabilities and damages by the County being disputed.

Confidential Minutes: Review and possible approval of the October 22, 2024 Confidential Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and carried unanimously, to approve the October 22, 2024 Confidential Minutes.

PLEDGE OF ALLEGIANCE: Chairman Oneto led the Board and the public in the *Pledge of Allegiance*.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per person.**

The following individual wished to speak:

- Mr. Steve Christensen, District IV resident

AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Forster and carried unanimously to approve the agenda as presented.

CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

Chairman Oneto advised the following items will be pulled from today's meeting and brought back to a meeting at a future date:

Item 7.v. Resolution Regarding Salaries and Fringe Benefits for the Confidential Unit

Item 7.ag. Mid-Management Resolution Regarding Salaries and Fringe Benefits Suggested Action: Approve.

Supervisor Crew requested the following item be pulled from the Consent Agenda for regular discussion:

State Route 88 Pine Grove Corridor Improvement Project; Amendment to Purchase Agreement with Sunrise Square Corporation APN: 030-200-077.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously to approve the consent agenda as amended.

REGULAR AGENDA

Administrative Agency: Presentation and adoption of a resolution celebrating and raising awareness for National Adoption Day and children in foster care in Amador County.

Ms. Fara Roberts, and Ms. Andrea Sexton, addressed the board and provided information regarding adoption and foster care in Amador County.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Brown and carried unanimously to adopt the following resolution. Chairman Oneto subsequently presented the Resolution to representatives from Amador Superior Courts.

RESOLUTION NO. 24-142

Proclaiming November 21 2024, as Adoption Day in Amador County.

Administrative Agency: Approval and presentation of a resolution congratulating Jon Hopkins, Amador County Director of General Services on his retirement.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to adopt the following Resolution recognizing Jon Hopkins upon his retirement after 41 Years of Service with Amador County.

The Board congratulated Mr. Hopkins on his retirement and thanked him for his service to the County.

Mr. Jim Rooney, Assessor addressed the board and congratulated Mr. Hopkins on his retirement.

RESOLUTION NO. 24-143

Recognizing and Honoring Jon Hopkins Upon his Retirement from the County of Amador After 41 Years of Service.

General Services Administration: Capital Improvement Projects Report – November

Mr. Jon Hopkins, General Services Director, addressed the board and provided an updated on the Capital Improvement Projects.

Administrative Agency: Sierra Jobs First Project for Catalyst Funding: Discussion and possible action relative to a presentation by Mr. Andrew Gardner, regarding Sierra Jobs First Catalyst Funding for a Small Business/Entrepreneur Start Up Incubator Center, and a request for a letter of support.

Mr. Andrew Gardner, Consultant, addressed the board and provided a presentation regarding Sierra Jobs First Catalyst Funding for a Start Up Incubator Center. Mr. Gardner also requested a letter of support to include in their Catalyst Project Application.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Brown to authorize the Chairman to sign the letter of support for the Sierra Jobs First Catalyst Funding Project.

Administrative Agency: Discussion and possible action relative to the coordination of work currently being performed by PG&E and future work being planned by the County on Upper Ridge Road.

Lengthy discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Brown to delegate the Chair and Vice Chair to have the Public Works Director try and obtain an answer as to how much money the contractor will give to the County and set the deadline for noon on November 14, 2024.

Board of Supervisors: Discussion and possible action relative to the Board of Supervisors meeting schedule for calendar year 2025.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Brown to approve the Board of Supervisors schedule for calendar year 2025.

Administrative Agency: Rural County Representatives of California (RCRC): Discussion and possible action relative to the designation of the 2025 Delegates and Alternates for Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA) and Environmental Services Joint Power Authority (ESJPA).

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to appoint Supervisor Brian Oneto as the 2025 primary delegate and Supervisor Jeff Brown as the alternate delegate Rural County Representatives of California (RCRC): Discussion and possible action relative to the designation of the 2025 Delegates and Alternates for Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA) and Environmental Services Joint Power Authority (ESJPA).

Administrative Agency: Wildfire Task Force's Wood Utilization Strategy: Discussion and possible action relative to a letter of support regarding the Wildfire Task Force Wood Utilization Strategy.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and carried unanimously, to authorize the Chairman's signature on a letter of support for the Wildfire Task Force Utilization Wood Strategy to the Governor.

Minutes: Review and possible approval of the October 22, 2024 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously, to approve the October 22, 2024 Board of Supervisors Meeting Minutes with a minor edit.

ADJOURNMENT: Until Tuesday, October 22, 2024 at 8:30 a.m.

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

HEATHER PEEK,
Deputy Clerk of the Board of Supervisors

November 12, 2024 CONSENT MINUTES

7.a. Emergency Medical Care Committee (EMCC): Approval of appointment of Jessica Baker to fill the Emergency Department Manager seat as an Alternate Member to the subject committee for a term of three years set to expire on November 11, 2027.

ACTION: Approved

7.b. General Services Administration: RFP 24-22 Contract Services for Family Urgent Response System (FURS)

ACTION: Approved

7.c. 2024 Ditching Project, Bid No. 24-16 Resolution of Acceptance. Final Agreement and Release of Claims.

ACTION: Approved-Resolution No. 24-144

7.d. Building Department: Agreement to Limit Use of Agricultural Structure for AG245804 - Jackson Rancheria Development Corporation

ACTION: Approved-Resolution No. 24-145

7.e. Township #2 Cemetery Board: Approval of the appointment of Ms. Marianne Pantle to the subject Board for a four-year term, expiring on November 11, 2028.

ACTION: Approved

7.f. Amador Fire Protection District: Acceptance of the Local Agency Special Tax and Bond Accountability Report for FY Ending 2023-2024.

ACTION: Approved

7.g. Agreement between Sergeant Joshua Long and the Amador County Sheriff's Office for the transfer of "Tark" as he retires from K-9 service.

ACTION: Approved

7.h. Deputy District Attorney New-Hire Incentive Program Side Letter of Agreement Suggested Action: Approve.

ACTION: Approved-Resolution No. 24-146

7.i. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000 or with values being decrease 50% or more.

ACTION: Approved

7.j. Reclassify a Legal Secretary I to a Legal Secretary II in the District Attorney's Office.

ACTION: Approved

7.k. Addition of a Social Worker III (IMS) position for an internal promotional opportunity. As employees promote into this position, the net number of employees will remain the same. Suggested Action: Approve.

ACTION: Approved

7.l. Commission on Aging: Reappointment of Julia Mathis to the subject Commission representing District V, for a three-year term expiring on November 11, 2027, and reappointment of Caleb Heuser as a Member at Large for a three-year term expiring November 11, 2027.

ACTION: Approved

7.m. General Services Administration: Increase to Library Literacy ESL Budget to account for additional funds received from the State.

ACTION: Approved

7.n. General Services Administration: Increase to Library Literacy Budget to account for additional funds received from the State. No additional General Funds are being requested.

ACTION: Approved

7.o. Assessor Roll Corrections - Approval of P19 base year value transfer being decreased over \$150,000.

ACTION: Approved

7.p. General Services Administration: Dispense with the Formal RFP Procedures for the Purchase and Installation of a Mezzanine System at the Sheriff's Office Hangars.

ACTION: Approved

7.q. General Services Administration: Budget Increase Request for Economic Development to account for additional revenue being received from the State. No additional General Funds are being requested.

ACTION: Approved

7.r. Amendment to Utility Agreement and Supplemental Utility Agreement with the Amador Water Agency (AWA) for the Pine Grove Corridor Improvement Project.

ACTION: Approved

7.s. Establishment of a new classification for a Grants Program Manager/Analyst and reclassification of the current employee classified as a Senior Administrative Analyst in General Services Administration (GSA) Department.

ACTION: Approved

7.t. Surveying Department-request to set the date for a public hearing for a Public Utility Easement abandonment. Said easement is being vacated as part of the request for a Certificate of Merger for William C. Lindsey. The properties involved in said Merger are Lots 118 and 119 of Sierra Highlands Unit 3 as recorded in Book 2 of Subdivision Maps at Page 2. Assessor's Parcel No.'s 033-420-024 and 033-420-025.

ACTION: Approved-Resolution No. 24-147

7.u. Request by the Sheriff for the establishment of a new classification for a Sheriff's Office Program Technician position within the Sheriff's Office Association. This position would be funded completely through grants received by the Sheriff's Office and would serve to administer those grants. No additional General Funds are being requested.

ACTION: Approved

~~7.v. Resolution Regarding Salaries and Fringe Benefits for the Confidential Unit.~~

~~**ACTION: THIS ITEM WAS PULLED TO BE ON FOR A LATER DATE.**~~

7.w. Administrative Agency: Adoption of an Ordinance amending Amador County Code Section 17.89.020 regarding the merging of parcels. (Reading waived on October 22, 2024).

ACTION: Approved

7.x. General Services Administration: Dispense with the Formal RFP Procedures for the purchase of personal safety devices for the Social Services, Public Health & Behavioral Health Departments.

ACTION: Approved

7.y. Sheriff's Office: Resolution authorizing an application to the Boating Safety and Enforcement Financial Aid Program.

ACTION: Approved-Resolution No. 24-149

7.z. State Route 88 Pine Grove Corridor Improvement Project; Amendment to Purchase Agreement with Sunrise Square Corporation APN: 030-200-077.

ACTION – This item was pulled for discussion as a regular item.

7.aa. State Route 88 Pine Grove Corridor Improvement Project; Amendment to Purchase Agreement with Pine Grove Community Services District APN: 030-200-131.

ACTION: Approved

7.ab. State Route 88 Pine Grove Corridor Improvement Project; Amendment to Purchase Agreement with Volcano Telephone Company APN: 030-200-076-508 and 030-200-078-508.

ACTION: Approved

7.ac. State Route 88 Pine Grove Corridor Improvement Project; Amendment to Purchase Agreement with Brett Birmingham APN: 030-200-015 and 030-200-016.

ACTION: Approved

7.ad. State Route 88 Pine Grove Corridor Improvement Project; Amendment to Purchase Agreement with Miner Joaquin Building Corporation APN: 030-200-139

ACTION: Approved

7.ae. Amador County Behavioral Health Advisory Board: Approval of the appointments of Lt. Joshua Cazadd to the subject board as the the Sheriff's Department Representative for a three-year term effective through November 11, 2027

ACTION: Approved

7.af. Management Resolution Regarding Salaries and Fringe Benefits.

ACTION: Approved-Resolution No. 24-150

~~7.ag. Mid-Management Resolution Regarding Salaries and Fringe Benefits Suggested Action: Approve.~~

~~**ACTION: THIS ITEM WAS PULLED TO BE ON FOR A LATER DATE.**~~

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor
Meeting Date: November 26, 2024

SUBJECT

Surveying Department - Public hearing for a public utility easement abandonment and adopt the Resolutions of Approval for the abandonment and a Certificate of Merger for William C. Lindsey. The properties involved in said Merger are Lots 118 and 119 of Sierra Highlands Unit 3 as recorded in Book 2 of Subdivision Maps at Page 2. Assessor's Parcel No.'s 033-420-024 and 033-420-025. Merging the lots will allow a garage to be added the existing home.

Recommendation:

Hold the public hearing and adopt the resolutions

4/5 vote required:

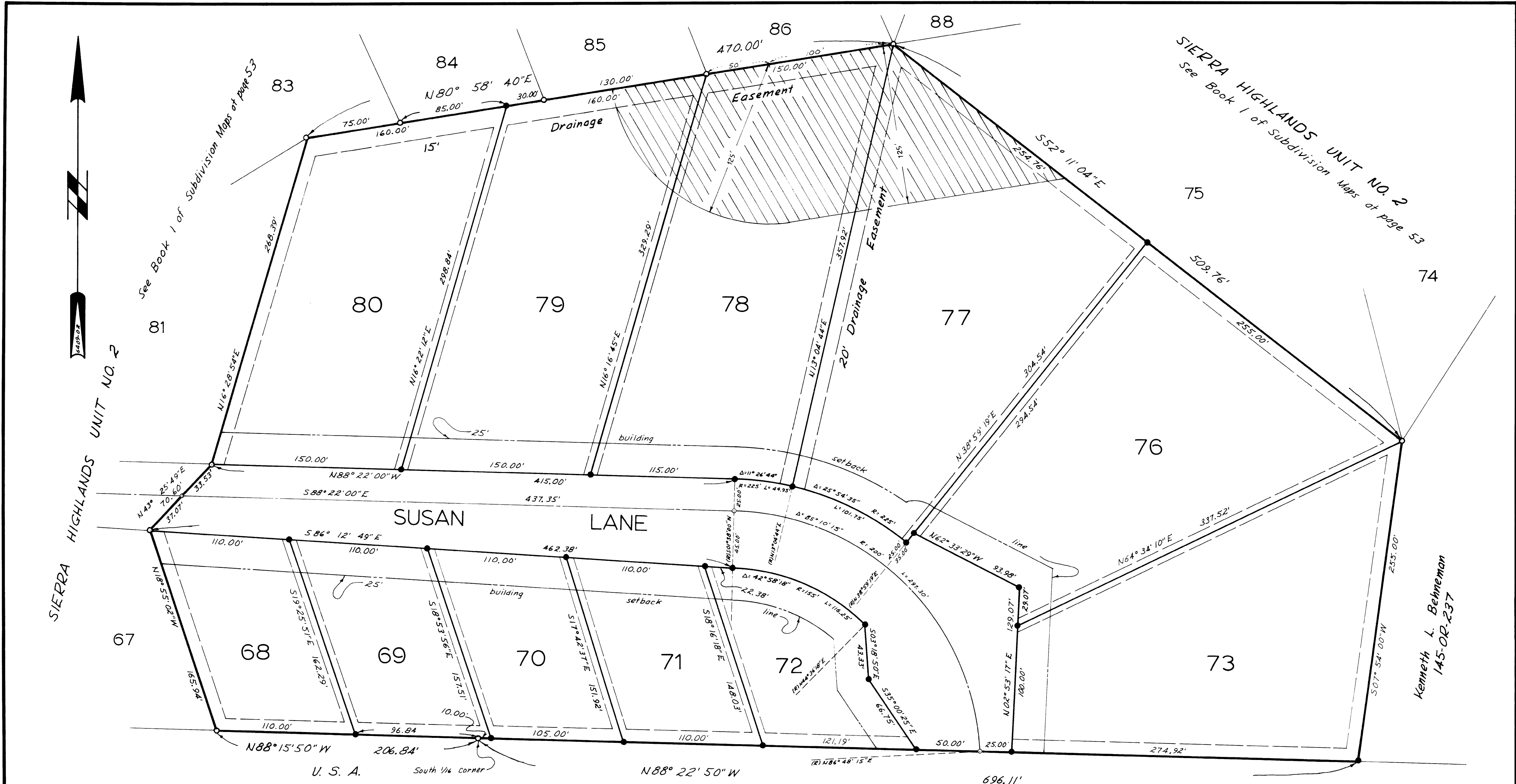
No

Distribution Instructions:

Surveying - original resolutions

ATTACHMENTS

- [002S003.pdf](#)
- [002S007.pdf](#)
- [002S002.pdf](#)
- [Lindsey Merger B&A.pdf](#)
- [Lindsey ROI abandonment.docx](#)
- [ROA Lindsey Merger.doc](#)
- [Staff Report Lindsey.docx](#)



SIERRA HIGHLANDS UNIT NO. 2

SIERRA HIGHLANDS UNIT NO. 2
See Book 1 of Subdivision Maps of page 53

Kenneth L. Behrman
145-OR-237

NOTES AND LEGEND

- Denotes 3/4" steel reinforcing rod tagged LS 2902 and set on this survey.
- Denotes 3/4" steel reinforcing rod tagged LS 2902 and found on this survey.
- Denotes Public Utility Easement (P.U.E.) and drainage easement where so labeled.
- Denotes Building Setback Line (B.S.B.L.). This area also to be used for guy wires, anchors and underground phone lines, but only within the first 25 feet of all road or future road frontages.
- Denotes Building, Structure, and Water and Oil Well setback lying 87.5 feet either side of the P.G. & E. Co. right-of-way recorded in Book 47 of Deeds at page 431, Amador County Records, and specifically noted upon this map.
- ▨ Denotes areas in which no septic tanks or leaching fields are permitted.

In accordance with Section 11587 of the Business and Professions Code of the State of California, the following named corporation is the owner of an interest in the parcel of land encompassed by this subdivision, which said interest cannot ripen into a fee:

1. Pacific Gas and Electric Company, as to a telephone pole right-of-way, as per instrument recorded in Book 48 of Deeds at page 192, Amador County Records.
2. Pacific Gas and Electric Company, as to a right-of-way for the transmission of electrical energy, as per instrument recorded in Book 47 of Deeds at page 431, Amador County Records.
3. Pacific Gas and Electric Company, as to a road right-of-way, as per instrument recorded in Book 47 of Deeds at page 488, Amador County Records.
4. Pioneer, Pine Grove and Volcano County Water District, a political subdivision, as to a right-of-way for a water line, as per instrument recorded in Book 132 of Official Records at page 114, Amador County Records.

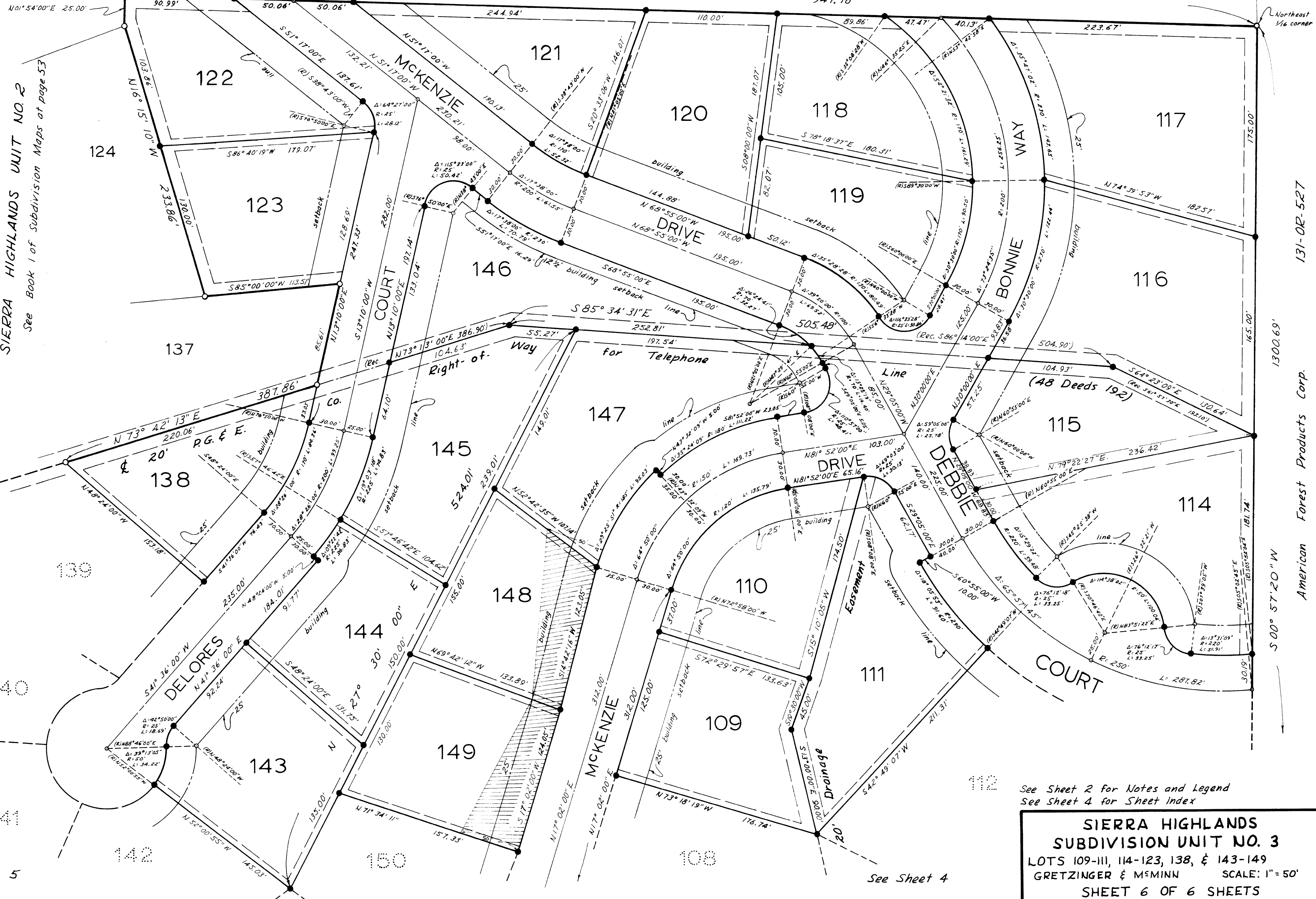
See Sheet A for Sheet Index

**SIERRA HIGHLANDS
SUBDIVISION UNIT NO. 3**
LOTS 68-73 & 76-80
GRETZINGER & McMINN SCALE: 1" = 50'
SHEET 2 OF 6 SHEETS

F. K. V. Development Co., Inc.

143-DR-89

S88°06'00"E



SIERRA HIGHLANDS UNIT NO. 2
 See Book 1 of Subdivision Maps at page 53

131-OR-527
 American Forest Products Corp.

See Sheet 5

See Sheet 4

See Sheet 2 for Notes and Legend
 See Sheet 4 for Sheet Index

**SIERRA HIGHLANDS
 SUBDIVISION UNIT NO. 3**
 LOTS 109-111, 114-123, 138, & 143-149
 GRETZINGER & MEMINN SCALE: 1" = 50'
 SHEET 6 OF 6 SHEETS

DESCRIPTION

PARCEL 1

CONTAINING LOTS 68 thru 73 and LOTS 76 thru 80

A parcel of land situated in the County of Amador, State of California, being a portion of Section 23, Township 7 North, Range 13 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at a 3/4 inch steel reinforcing rod tagged LS 2902 found marking the Southeast corner of that certain parcel of land delineated and designated "67", upon that certain official map entitled "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 2", recorded in the office of the Recorder of Amador County on November 5, 1965, in Book 1 of Subdivision Maps at page 53; thence, from said point of beginning, along the Southerly boundary of said "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 2", North 18°55'02" West 165.94 feet to a similar steel rod; thence North 43°25'49" East 70.60 feet to a similar steel rod; thence North 16°28'54" East 268.39 feet to a similar steel rod; thence North 80°58'40" East 470.00 feet to a similar steel rod; thence South 52°11'04" East 509.76 feet to a similar steel rod found marking the most Southerly corner of that certain parcel of land delineated and designated "75", upon the hereinabove referred to official map; thence, leaving the Southerly boundary of said "SIERRA HIGHLANDS UNIT NO. 2", South 07°54'00" West 255.00 feet to a 3/4 inch steel reinforcing rod tagged LS 2902; thence North 88°22'50" West 696.11 feet to similar steel rod found marking the South 1/4 corner of said Section 23; thence North 88°15'50" West 206.84 feet to the point of beginning; containing 9.780 acres of land more or less.

PARCEL 2

CONTAINING LOT 93, LOTS 96 thru 104, LOTS 107 thru 123, LOTS 138 thru 154, and LOT 177

A parcel of land situated in the County of Amador, State of California, being a portion of Section 23, Township 7 North, Range 13 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at a 3/4 inch steel reinforcing rod tagged LS 2902 found marking the Northeast corner of that certain parcel of land delineated and designated "124", upon that certain official map entitled "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 2", recorded in the office of the Recorder of Amador County on November 5, 1965, in Book 1 of Subdivision Maps at page 53; thence, from said point of beginning, North 01°54'00" East 25.00 feet to a similar steel rod; thence South 88°06'00" East 947.18 feet to a similar steel rod; thence South 00°57'20" West 1300.69 feet to a similar steel rod found marking the East 1/4 corner of said Section 23; thence South 00°05'50" West 500.00 feet to similar steel rod; thence South 28°57'13" West 70.22 feet to a similar steel rod; thence South 64°02'35" West 141.95 feet to a similar steel rod; thence South 35°40'20" West 15.93 feet to a similar steel rod; thence North 87°00'00" West 150.00 feet to a similar steel rod found marking the Northeast corner of that certain parcel of land delineated and designated "74", upon the hereinabove referred to official map; thence, continuing along the Easterly boundary of said "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 2", South 80°58'40" West 150.00 feet to a similar steel rod; thence North 05°25'18" West 125.26 feet to a similar steel rod; thence North 00°39'55" West 90.33 feet to a similar steel rod; thence, from a tangent which bears South 69°25'00" West along the arc of a curve concave to the North, having a radius of 135.00 feet through a central angle of 37°38'41" for an arc length of 88.70 feet to a similar steel rod; thence, from a tangent which bears North 72°56'19" West, along the arc of a curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of 69°53'41"; for an arc length of 30.50 feet, to a similar steel rod; thence North 35°36'26" East 142.02 feet to a similar steel rod; thence, from a tangent which bears South 42°46'58" West, along an arc of a curve concave to the Northeast, having a radius of 25.00 feet, through a central angle of 156°47'35", for an arc length of 68.41 feet to a similar steel rod; thence North 65°59'23" East 147.62 feet to a similar steel rod; thence N15°37'41" West 214.46 feet to a similar steel rod; thence North 69°01'31" East 100.00 feet to a similar steel rod; thence North 18°33'56" West 70.00 feet to a similar steel rod; thence, along the arc of a curve concave to the East, having a radius of 230.00 feet, through a central angle of 49°45'00", for an arc length of 199.71 feet, to a similar steel rod; thence South 60°30'00" East 5.00 feet to a similar steel rod;

thence North 29°30'00" East 126.10 feet to a similar steel rod; thence, along the arc of a curve concave to the West, having a radius of 25.00 feet, through a central angle of 48°11'25", for an arc length of 21.03 feet, to a similar steel rod; thence, from a tangent which bears North 18°41'25" West, along the arc of a curve concave to the East, having a radius of 50.00 feet, through a central angle of 48°11'25"; for an arc length of 42.05 feet, to a similar steel rod; thence North 27°43'42" West 143.40 feet to a similar steel rod; thence South 57°00'00" West 200.00 feet to a similar steel rod; thence North 60°01'28" West 149.37 feet to a similar steel rod; thence South 42°26'00" West 171.27 feet to a similar steel rod; thence, along the arc of a curve concave to the East, having a radius of 120.00 feet, through a central angle of 87°06'00"; for an arc length of 182.42 feet, to a similar steel rod; thence North 45°20'00" East 5.00 feet to similar steel rod; thence South 44°40'00" East 207.87 feet to a similar steel rod; thence South 65°55'30" West 256.85 feet to a similar steel rod; thence North 24°04'30" West 135.00 feet to a similar steel rod; thence North 19°30'00" West 225.00 feet to similar steel rod; thence North 76°01'23" West 321.08 feet to a similar steel rod; thence North 28°52'08" East 230.45 feet to a similar steel rod; thence North 46°14'38" West 254.90 feet to a similar steel rod; thence North 29°14'35" West 81.67 feet to a similar steel rod; thence North 39°57'56" West 165.30 feet to a similar steel rod; thence North 71°53'51" East 314.94 feet to a similar steel rod; thence North 73°42'13" East 220.06 feet to a similar steel rod; thence North 13°10'00" East 85.61 feet to a similar steel rod; thence South 85°00'00" West 113.51 feet to a similar steel rod; thence North 16°15'10" West 233.86 feet to the point of beginning containing 32.643 acres of land more or less.

All bearings cited in this description should be rotated counterclockwise 00°36'00" to conform to the meridian of "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 1".

DEDICATIONS

The undersigned hereby consent to the preparation and recording of this plat of "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 3" and offer for dedication and do hereby dedicate to any and all public uses the roads, drives, lanes, and courts shown hereon and also offers for dedication and do hereby dedicate to specific purposes the following:

(A) Rights-of-way and easements for water, gas and/or drainage pipes, and for poles and overhead and underground wires and conduits for electric and telephone services, together with any and all appurtenances appertaining thereto, on, over and across those strips of land designated "Public Utility Easement" contiguous to the rear and sidelines of lots and at other locations as designated hereon and of the widths shown hereon, and on, over, and across those strips of land designated "25' building setback line" along the road right-of-way lines; and also on, over, and across those strips of land within the right-of-way lines of all roads, drives, lanes, and courts which are or may remain private roads, drives, lanes and courts.

(B) Easements for light and air over those strips of land lying between the front and/or sidelines of lots and the lines shown hereon and designated "Public Utilities Easement" and "25' building setback line" and also along all such other strips of land so designated, said strips of land to be kept open and free from buildings.

F. K. V. Development Company, Incorporated
A California Corporation

Howard F. Kuder President
Peter H. Vollmer Vice-President
Louis E. Fennessy Sec.-Treas.

DEDICATION NOTARY

State of California } ss:
County of Amador }

On this 18th day of February, 1966, before me, the undersigned Notary Public in and for said county and state, personally appeared Howard F. Kuder, known to me to be the President, Peter H. Vollmer, known to me to be the Vice-President, and Louis E. Fennessy, known to me to be the Secretary-Treasurer of the corporation executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

My commission expires July 24, 1966

Charles E. Schafar
Notary Public in and for said county and state
1966 FEB 24 11:55 AM

SURVEYOR'S CERTIFICATE

I hereby certify that this plat of "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 3" was made under my direction in August, 1965, is true and complete as shown that the monuments are of the character and do occupy the positions indicated, and that said monuments are sufficient to enable the survey to be retraced.

Dated: March 10th, 1966

L. L. Mc Minn
L. L. Mc Minn LS2902

COUNTY SURVEYOR'S CERTIFICATE

I hereby certify that I examined this plat of "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 3", and find it to be substantially the same as the tentative map submitted to the County Planning Commission of the county of Amador, that all provisions of the subdivision map act and all applicable county ordinances have been complied with, and that I am satisfied that said plat is technically correct.

Approved: March 10, 1966

Ledger L. Mc Minn
Amador County Surveyor

COUNTY CLERK'S CERTIFICATE

I hereby certify that the Board of Supervisors of Amador County has approved this plat of "SIERRA HIGHLANDS SUBDIVISION UNIT NO. 3", and has accepted the offer of dedication of McKenzie Drive for road purposes, and has accepted on behalf of the public all lands, rights-of-way and easements hereon offered for dedication for light, air and public utilities. There is included in this approval a specific rejection of the offer of dedication of Susan Lane, Carolyn Court, Debbie Court, Bonnie Way and Delores Court as shown hereon, and also a specific rejection of the drainage easements shown hereon, until such a time as said lanes, ways, courts and drainage easements are constructed to county standards and accepted into the county road system by a resolution of the Board of Supervisors.

Dated: April 5, 1966 Amador County Board of Supervisors
Clerk of the Board of Supervisors

COUNTY RECORDER'S CERTIFICATE

Accepted for record and recorded in the office of the Recorder of Amador County in Book 2 of Subdivision Maps, map no. 2, this 6 day of March, 1966, at 1 hours, 30 minutes, P.M. at the request of WESTERN LAND TITLE CO., title to the land included in this subdivision being vested as per certificate no 366 on file in this office.

Feb. 15th 1966
Serial No.

William Patton
Amador County Recorder

COUNTY TAX COLLECTOR'S CERTIFICATE

I hereby certify that there are no liens for unpaid state, county or local taxes or special assessments against the land included within the subdivision, except taxes or special assessments not yet payable.

Dated: April 6th, 1966

Amador County Tax Collector

NOTE: All lots shown upon this subdivision are subject to tract restrictions as contained in a declaration of tract restrictions recorded in the office of the Recorder of Amador County on November 2, 1965, in Book 150 of Official Records, at page 350.

See Sheet 2 for Notes and Legend
See Sheet 4 for Sheet Index

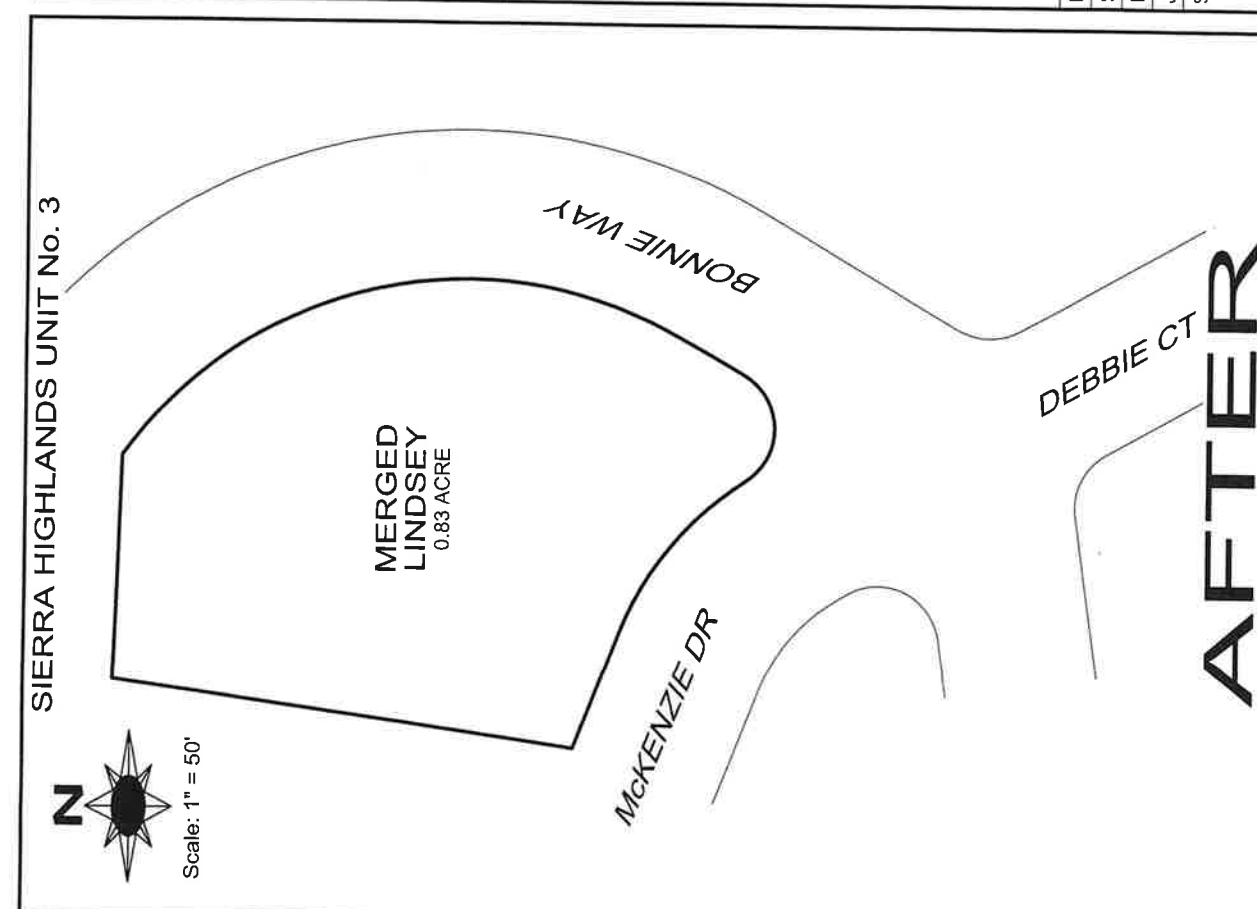
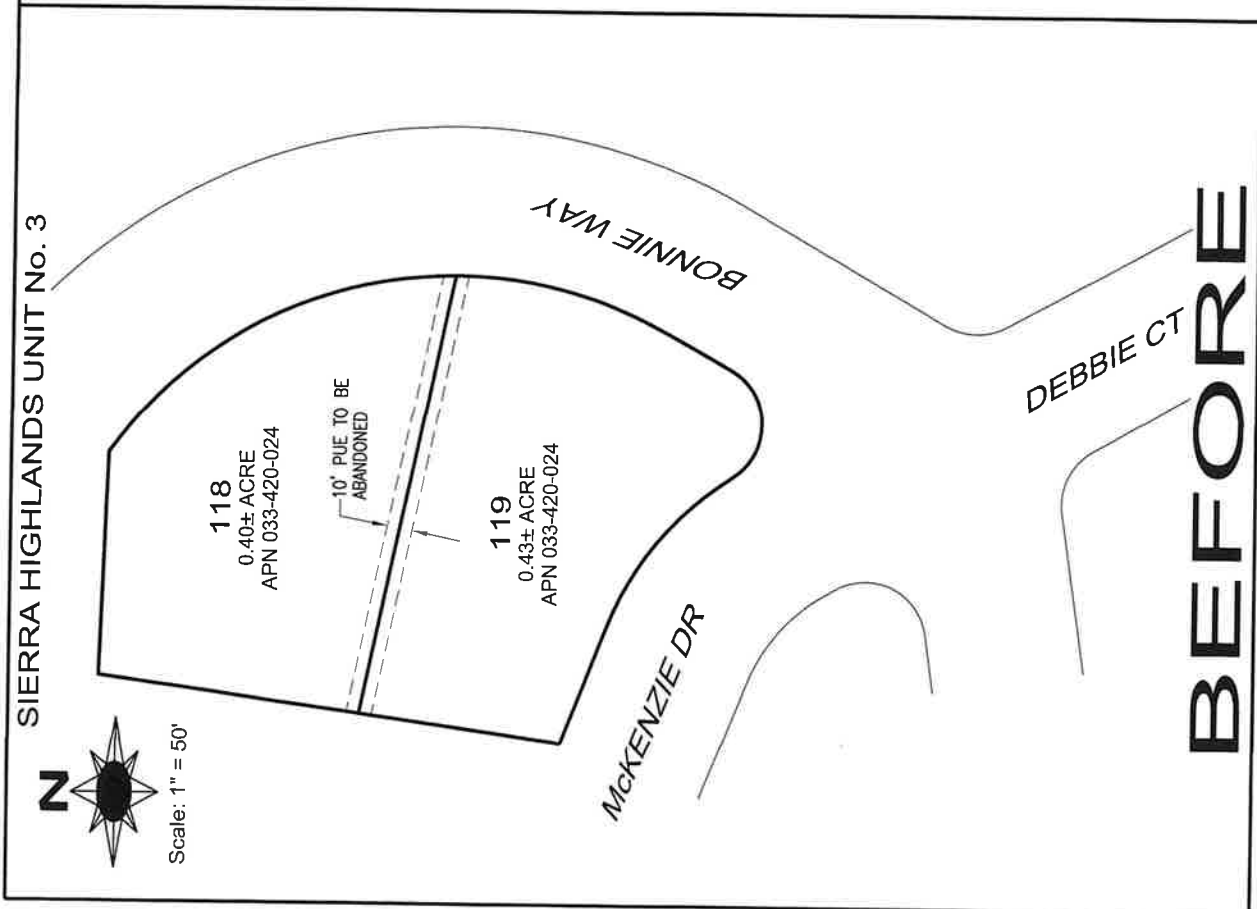
SIERRA HIGHLANDS SUBDIVISION
UNIT NO. 3

Portion of Section 23, Township 7 North, Range 13 East, Mount Diablo Meridian,
Amador County, California

Gretzinger & Mc Minn
Engineering & Surveying
Jackson, California

Scale: 1" = 50'
January, 1966

SHEET 1 OF 6 SHEETS



TOMA & ASSOCIATES INC.
ENGINEERING - SURVEYING - PLANNING
41 Summit Street, Jackson, CA 95642
(209) 223-0156

LINDSEY
PROPOSED MERGER
EXHIBIT MAP
PORTION OF SECTION 23, T. 7 N., R. 13 E., M. D. M.
AMADOR COUNTY, CALIFORNIA

DATE: 9.12.2024
SCALE: 1" = 50'
DRAWN BY: GMW
JOB NO.: 2408-08
SHEET **1**
OF 1 SHEET

Requested by:
BOARD OF SUPERVISORS
When recorded return to:
SURVEYING & ENGINEERING

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO VACATE A RESOLUTION NO.
PUBLIC UTILITY EASEMENT FOR
WILLIAM C. LINDSEY

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to direct the County Surveyor to execute (vacate) by notice and public hearing for the abandonment of a public utility easement (see Exhibit "B").

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 4 (commencing with Article 2 Procedure [8335-8336]) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California on November 26, 2024, at 10:30 a.m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

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 of November, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson, Board of Supervisors

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

Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

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

IN THE MATTER OF:

RESOLUTION ISSUING CERTIFICATE
OF MERGER TO WILLIAM C. LINDSEY

RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that pursuant to Amador County Code No. 17.94.040, a Certificate of Merger for Lots 118 and 119 of Sierra Highlands Unit 3 be approved and hereby issued to William C. Lindsey.

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 26th day of November 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

October 7, 2024

TO: The Honorable Board of Supervisors

FROM: County Surveying Department

SUBJECT: William C. Lindsey, Certificate of Merger with an abandonment

Dear Board Members:

The subject agenda item is a public hearing for an abandonment of a public utility easement in relation to a request for a Certificate of Merger for William C. Lindsey. The properties are Lot 118 and Lot 119 of Sierra Highlands Unit 3 as recorded in Book 2 of Subdivision Maps at Page 2. Assessor's Parcel No.'s 033-420-024 and 033-420-025. The properties are off McKenzie Drive at the intersection of Bonnie Way and Debbie Court. Shown in the "After" Exhibit, merging the parcels and abandoning the 10' easement is requested by William C. Lindsey to allow for a garage to be added to his existing house. County Departments and Amador Water Agency have reviewed the concept. There are no known issues with the concept.

RECOMMENDATION:

Please adopt the resolutions approving the abandonment and the merger.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

Recommendation:

Receive and File.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Tree_Mortality.doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE)
OF EMERGENCY IN AMADOR COUNTY) RESOLUTION NO.
DUE TO PERVASIVE TREE MORTALITY)

WHEREAS, On October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating “even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation”; and

WHEREAS, The latest aerial survey estimated that between 2010 and 2019, over 162.7 million trees have died across California as a result of the drought and the effects of bark beetle infestation; and

WHEREAS, Tree mortality from bark beetle infestation has accelerated over the past few months in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State’s risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the

(RESOLUTION NO.)

County (public and private) services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers, and maximize County resources.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO.)

Board of Supervisors Agenda Item Report

Submitting Department: Public Health
Meeting Date: November 26, 2024

SUBJECT

Public Health requests the approval of the Agreement #DOJ-PROP56-2024-25 between Amador County Public Health and the Department of Justice for the Tobacco Grant Program

Recommendation:

Approve the attached resolution authorizing the agreement between Amador County Public Health and the Department of Justice for the Tobacco Grant Program

4/5 vote required:

No

Distribution Instructions:

Please return signed pages to Claudia at Public Health

ATTACHMENTS

- [2024.11.26 Memo - PH and DOJ Tobacco Grant - SIGNED.pdf](#)
- [2024.11.26 Resolution Letter.pdf](#)



Amador County Public Health

10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685

Phone (209) 223-6407, Fax (209) 223-1562

publichealth@amadorgov.org



MEMORANDUM

Date: 11/27/2024

To: Amador County Board of Supervisors

From: Joanne Hasson, Public Health Director

RE: Approval of the Agreement #DOJ-PROP56-2024-25 Between Amador County Public Health and the Department of Justice for the Tobacco Grant Program.

Amador County Public Health requests approval of the agreement between Amador County Public Health and the California Department of Justice for the Tobacco Grant Program. The grant, totaling \$259,922, will be distributed over three fiscal years and will take effect on July 1, 2025, continuing through June 30, 2028. This will be the first year Amador County Public Health has received this funding.

Grant Overview:

The grant will support Amador County Public Health in conducting tobacco retailer inspections and educational outreach at 44 retail locations. Key activities funded by this grant include:

- Enforcement of flavor product laws and local ordinances
- Retailer compliance and licensing checks
- Education for enforcement officers
- Implementation and enforcement of the Tobacco 21 law

Requested Action:

Approve the attached resolution authorizing the agreement between Amador County Public Health and the Department of Justice for the Tobacco Grant Program.

Thank you for your consideration of this request

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

IN THE MATTER OF:

RESOLUTION APPROVING AGREEMENT
#DOJ-PROP56-2024-25-1-002 BETWEEN AMADOR
COUNTY PUBLIC HEALTH AND THE DEPARTMENT
OF JUSTICE, FISCAL YEARS 2024-25

RESOLUTION NO. 24-

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve Agreement #DOJ-PROP56-2024-25-1 by and between Amador County Public Health for the Department of Justice, Tobacco Grant Program, in the amount of \$259,922 for three fiscal years effective July 1, 2025 and terminating June 30, 2028; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

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 (DATE), 2024 by the following vote:

AYES:

NOES:

ABSENT:

Jeff Brown, Chairperson, Board of Supervisors

ATTEST:

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Assessor
Meeting Date: November 26, 2024

SUBJECT

Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000, values being decrease 50% or more and P19 base year value transfer being decreased over \$150,000.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor Auditor

ATTACHMENTS

- [Value Adjustment.pdf](#)
- [Prop 19 Value Adjustment.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
030-480-010-000	2024	A0298	S	030-480-010-000	030-480-010-000	052-086	052-086
R&T 1	75.10	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	40,545	40,545		
Structure	163,652	20,056		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-143,596	Supl Change	

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	[]	[]
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	[]	[]
506/5151 From/Thru Dates			
	From 1	From 2	Thru
	[]	[]	[]

Owner MASON MICHAEL J & VICKI L TRUST
 Mailing Address PO BOX 1031
 PINE GROVE CA 95665

Situs 15100 GOLD DUST RD
 PIONEER CA

Bill Comments Demolished Single Family Dwelling

TaxBill Days	[]	Print R/C Wks	C
R/C Date	Nov 4, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____ Initials Date	Asmt Clerk	_____ Initials Date
Supv Appr	_____ Initials Date	Off Mgr	_____ Initials Date
Chief Appr	_____ Initials Date		

Assessor _____ Signature _____ Date _____
 Auditor _____ Signature _____ Date _____
 County Counsel _____ Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
030-480-010-100	2023	A0297	S	030-480-010-000	030-480-010-000	052-086	052-086
R&T 1	75.10	R&T 2	Y	Taxroll Asmt Only	N	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	39,750	39,750		
Structure	160,444	20,056		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-140,388		

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p>Supl Info</p> <p>Event From/Thru Dates</p> <table style="width:100%;"> <tr> <td style="width:50%;"></td> <td style="width:50%;"></td> </tr> </table> <p>Ownership From/Thru Dates</p> <table style="width:100%;"> <tr> <td style="width:50%;">Sep 13, 23</td> <td style="width:50%;">Jun 30, 24</td> </tr> </table> <p>506/5151 From/Thru Dates</p> <table style="width:100%;"> <tr> <td style="width:33%;">From 1</td> <td style="width:33%;">From 2</td> <td style="width:33%;">Thru</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			Sep 13, 23	Jun 30, 24	From 1	From 2	Thru			
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
Sep 13, 23	Jun 30, 24																				
From 1	From 2	Thru																			

Owner MASON MICHAEL J & VICKI L TRUST
Mailing Address PO BOX 1031
PINE GROVE CA 95665

Situs 15100 GOLD DUST RD
PIONEER CA

Bill Comments Demolished Single Family Dwelling

TaxBill Days	292	Print R/C Wks	C
R/C Date	Nov 4, 2024	Print R/C Letter	C
Created By	tm	R/C Completed	C

Appraiser	_____	_____	Date
	Initials		
Supv Appr	_____	_____	Date
	Initials		
Chief Appr	_____	_____	Date
	Initials		
Asmt Clerk	_____	_____	Date
	Initials		
Off Mgr	_____	_____	Date
	Initials		

Assessor _____ Date _____ Auditor _____ Date _____ County Counsel _____ Date _____
Signature Signature Signature

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
040-120-007-000	2024	A0296	S	040-120-007-000	040-120-007-000	052-049	052-049
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	127,500	81,600		
Structure	275,400	137,700		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-183,600		

Owner **KEC PROPERTY SOLUTIONS LLC**
Mailing Address **PO BOX 130**
SUTTER CREEK CA 95685-0130

Situs **12140 COLT DR**
SUTTER CREEK CA

Bill Comments **Value Adjustment**

<input type="checkbox"/> N	10 % PP Penalty	Event From/Thru Dates	
<input type="checkbox"/> N	Restricted	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
<input type="checkbox"/> N	Timber Preserve	Ownership From/Thru Dates	
<input type="checkbox"/> N	5151 Interest	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
<input type="checkbox"/> N	506 Interest	506/5151 From/Thru Dates	
		From 1	From 2
		<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
		Thru	
		<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>

TaxBill Days	<input style="width: 80px;" type="text"/>	Print R/C Wks	<input type="checkbox"/> C
R/C Date	Nov 4, 2024	Print R/C Letter	<input type="checkbox"/> C
Created By	TM	R/C Completed	<input type="checkbox"/> C

Appraiser	_____	Date	_____	Asmt Clerk	_____	Date
	Initials				Initials	
Supv Appr	_____	Date	_____	Off Mgr	_____	Date
	Initials				Initials	
Chief Appr	_____	Date	_____			
	Initials					

Assessor _____ Signature _____ Date _____ Auditor _____ Signature _____ Date _____ County Counsel _____ Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-047-033-000	2022	A0294	E	040-120-007-000	040-120-007-000	052-049	052-049
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	125,000	80,000	58,903	13,903
Structure	270,000	135,000	23,630	-111,370
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-180,000	-180,000	

Owner KE C PROPERTY SOLUTIONS LLC
Mailing Address 410 STASAL AVE
JACKSON CA 95642-2120

Situs 12140 COLT DR
SUTTER CREEK CA

Bill Comments Value Adjustment

Supl Info		
N	10 % PP Penalty	
N	Restricted	Event From/Thru Dates Jan 27, 2023 Jan 27, 2023
N	Timber Preserve	
N	5151 Interest	Ownership From/Thru Dates Jan 27, 23 Jun 30, 23
N	506 Interest	
506/5151 From/Thru Dates		
	From 1	From 2 Thru

TaxBill Days	155	Print R/C Wks	C
R/C Date	Nov 4, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials Date

Assessor _____ Signature _____ Date _____ Auditor _____ Signature _____ Date _____ County Counsel _____ Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-047-033-000	2023	A0295	E	040-120-007-000	040-120-007-000	052-049	052-049
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	125,000	80,000	57,582	12,582
Structure	270,000	135,000	18,703	-116,297
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-180,000	-180,000	

Owner **KEC PROPERTY SOLUTIONS LLC**
Mailing Address **410 STASAL AVE**
JACKSON CA 95642-2120

Situs **12140 COLT DR**
SUTTER CREEK CA

Bill Comments **Value Adjustment**

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
		Jan 27, 2023	Jan 27, 2023
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	Jul 1, 23	Jun 30, 24
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days	366	Print R/C Wks	C
R/C Date	Nov 4, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	Date	
	Initials			
Supv Appr	_____	_____	Date	Asmt Clerk _____
	Initials			Initials
Chief Appr	_____	_____	Date	Off Mgr _____
	Initials			Initials

Assessor _____ Date _____ Auditor _____ Date _____ County Counsel _____ Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-048-411-000	2023	A0271	C	030-680-024-000	030-680-024-000	052-086	052-086
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	120,000	33,313	5,000	-81,687
Structure	190,000	110,627	65,000	-14,373
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-166,060	Supl Change	-166,060

Owner SCHARMACHER GREGORY EUGENE
Mailing Address 19275 LAUREL CANYON RD
SUTTER CREEK CA 95685-9768

Situs 19275 LAUREL RD
SUTTER CREEK CA

Bill Comments PROP 19 BASE YEAR TRANSFER

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
		Jan 16, 2024	Jan 16, 2024
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	Jan 16, 24	Jun 30, 24
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days	167	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	Date	
	Initials			
Supv Appr	_____	_____	Date	Asmt Clerk _____
	Initials			Initials
Chief Appr	_____	_____	Date	Off Mgr _____
	Initials			Initials

Assessor _____ Date _____ Auditor _____ Date _____ County Counsel _____ Date _____
Signature Signature Signature Date Date Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-048-951-000	2023	A0269	C	005-400-001-000	005-400-001-000	005-014	005-014
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	180,000	121,853	59,116	969
Structure	530,500	104,654	183,613	-242,233
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-483,993	Supl Change	-483,993

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p align="center">Supl Info</p> <p align="center">Event From/Thru Dates</p> <table align="center"> <tr> <td align="center">May 30, 2024</td> <td align="center">May 30, 2024</td> </tr> </table> <p align="center">Ownership From/Thru Dates</p> <table align="center"> <tr> <td align="center">May 30, 24</td> <td align="center">Jun 30, 24</td> </tr> </table> <p align="center">506/5151 From/Thru Dates</p> <table align="center"> <tr> <td align="center">From 1</td> <td align="center">From 2</td> <td align="center">Thru</td> </tr> <tr> <td align="center"> </td> <td align="center"> </td> <td align="center"> </td> </tr> </table>	May 30, 2024	May 30, 2024	May 30, 24	Jun 30, 24	From 1	From 2	Thru			
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
May 30, 2024	May 30, 2024																				
May 30, 24	Jun 30, 24																				
From 1	From 2	Thru																			

Owner YOUNG MARJORIE GATEWOOD & STANLEY EUGENE
 Mailing Address 832 VISTA LN
 IONE CA 95640-5425

TaxBill Days	32	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Situs 832 VISTA LN
 IONE CA 95640

Bill Comments PROP 19 BASE YEAR TRANSFER

Appraiser	_____	_____	Asmt Clerk	_____	_____
	Initials	Date		Initials	Date
Supv Appr	_____	_____	Off Mgr	_____	_____
	Initials	Date		Initials	Date
Chief Appr	_____	_____			
	Initials	Date			

Assessor _____	Auditor _____	County Counsel _____
Signature	Signature	Signature
Date	Date	Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-049-026-000	2024	A0273	C	040-210-049-000	040-210-049-000	004-027	004-027
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	125,000	37,738	23,000	-64,262
Structure	664,000	19,229	11,200	-633,571
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-732,033	Supl Change	-732,033

Owner FUENTES ARTURO & TERESA L & LEMA BARBARA J
Mailing Address 288 CALIFORNIA DR
SUTTER CREEK CA 95685-4401

Situs 288 CALIFORNIA DR
SUTTER CREEK CA

Bill Comments PROP 19 BASE YEAR TRANSFER

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
		Jun 14, 2024	Jun 14, 2024
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	Jul 1, 24	Jun 30, 25
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days	365	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	Date	_____	_____
	Initials			Initials	
Supv Appr	_____	_____	Date	_____	_____
	Initials			Initials	
Chief Appr	_____	_____	Date	_____	_____
	Initials			Initials	
Asmt Clerk	_____	_____	Date	_____	_____
	Initials			Initials	
Off Mgr	_____	_____	Date	_____	_____
	Initials			Initials	

Assessor _____ Signature _____ Date _____ Auditor _____ Signature _____ Date _____ County Counsel _____ Signature _____ Date _____

**County of AMADOR
ASSESSOR ROLL CORRECTION**

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-049-033-000	2024	A0268	C	005-471-009-000	005-471-009-000	005-014	005-014
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	165,000	132,190	62,749	29,939
Structure	454,000	209,193	197,820	-46,987
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-277,617	Supl Change	-277,617

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p align="center">Supl Info</p> <p align="center">Event From/Thru Dates</p> <table align="center"> <tr> <td align="center">Jun 14, 2024</td> <td align="center">Jun 14, 2024</td> </tr> </table> <p align="center">Ownership From/Thru Dates</p> <table align="center"> <tr> <td align="center">Jul 1, 24</td> <td align="center">Jun 30, 25</td> </tr> </table> <p align="center">506/5151 From/Thru Dates</p> <table align="center"> <tr> <td align="center">From 1</td> <td align="center">From 2</td> <td align="center">Thru</td> </tr> <tr> <td align="center"> </td> <td align="center"> </td> <td align="center"> </td> </tr> </table>	Jun 14, 2024	Jun 14, 2024	Jul 1, 24	Jun 30, 25	From 1	From 2	Thru			
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
Jun 14, 2024	Jun 14, 2024																				
Jul 1, 24	Jun 30, 25																				
From 1	From 2	Thru																			

Owner BROWER RAY & SUE REVOCABLE TRUST
Mailing Address 580 CASTLE OAKS DR
IONE CA 95640-4515

Situs 580 CASTLE OAKS DR
IONE CA

Bill Comments PROP 19 BASE YEAR TRANSFER

TaxBill Days	365	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	Initials	_____	Date	_____
Supv Appr	_____	Initials	_____	Date	_____
Chief Appr	_____	Initials	_____	Date	_____
Asmt Clerk	_____	Initials	_____	Date	_____
Off Mgr	_____	Initials	_____	Date	_____

Assessor _____ Signature Date	Auditor _____ Signature Date	County Counsel _____ Signature Date
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**County of AMADOR
ASSESSOR ROLL CORRECTION**

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-048-411-000	2024	A0272	C	030-680-024-000	030-680-024-000	052-086	052-086
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	120,000	33,313	5,000	-81,687
Structure	190,000	110,627	65,000	-14,373
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-166,060	Supl Change	-166,060

N	10 % PP Penalty			
N	Restricted	Event From/Thru Dates		
		Jan 16, 2024	Jan 16, 2024	
N	Timber Preserve			
N	5151 Interest	Ownership From/Thru Dates		
N	506 Interest	Jul 1, 24	Jun 30, 25	
506/5151 From/Thru Dates				
	From 1	From 2	Thru	

Owner SCHARMACHER GREGORY EUGENE
Mailing Address 19275 LAUREL CANYON RD
SUTTER CREEK CA 95685-9768

Situs 19275 LAUREL RD
SUTTER CREEK CA

Bill Comments PROP 19 BASE YEAR TRANSFER

TaxBill Days	365	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	Date	
	Initials			
Supv Appr	_____	_____	Date	Asmt Clerk _____
	Initials			Initials
Chief Appr	_____	_____	Date	Off Mgr _____
	Initials			Initials

Assessor _____ Auditor _____ County Counsel _____
Signature Date Signature Date Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-048-708-000	2024	A0275	C	005-381-003-000	005-381-003-000	005-014	005-014
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	160,000	67,723	3,940	-88,337
Structure	433,000	323,859	1,234	-107,907
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-201,418	Supl Change	-201,418

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p align="center">Supl Info</p> <p align="center">Event From/Thru Dates</p> <table align="center"> <tr> <td align="center">Apr 1, 2024</td> <td align="center">Apr 01, 2024</td> </tr> </table> <p align="center">Ownership From/Thru Dates</p> <table align="center"> <tr> <td align="center">Aug 30, 24</td> <td align="center">Jun 30, 25</td> </tr> </table> <p align="center">506/5151 From/Thru Dates</p> <table align="center"> <tr> <td align="center">From 1</td> <td align="center">From 2</td> <td align="center">Thru</td> </tr> <tr> <td align="center">[]</td> <td align="center">[]</td> <td align="center">[]</td> </tr> </table>	Apr 1, 2024	Apr 01, 2024	Aug 30, 24	Jun 30, 25	From 1	From 2	Thru	[]	[]	[]
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
Apr 1, 2024	Apr 01, 2024																				
Aug 30, 24	Jun 30, 25																				
From 1	From 2	Thru																			
[]	[]	[]																			

Owner POWERS FAMILY TRUST
Mailing Address POWERS MATTHEW DAVID & ELIZABETH ANN TRSTEEES
1001 FAIRWAY DR
IONE CA 95640-5400

Situs 1001 FAIRWAY DR
IONE CA

Bill Comments PROP 19 BASE YEAR TRANSFER
PERIOD COVERED 8/30/24 - 6/30/25

TaxBill Days	305	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	Date	_____	Date
	Initials			Initials	
Supv Appr	_____	_____	Date	_____	Date
	Initials			Initials	
Chief Appr	_____	_____	Date	_____	Date
	Initials			Initials	
Asmt Clerk	_____	_____	Date	_____	Date
	Initials			Initials	
Off Mgr	_____	_____	Date	_____	Date
	Initials			Initials	

Assessor _____ Date _____ Auditor _____ Date _____ County Counsel _____ Date _____
Signature Signature Signature Date Date Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-048-951-000	2024	A0270	C	005-400-001-000	005-400-001-000	005-014	005-014
R&T 1	68	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	180,000	121,853	56,699	-1,448
Structure	530,500	104,654	176,676	-249,170
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-483,993	-483,993	

Owner YOUNG MARJORIE GATEWOOD & STANLEY EUGENE
Mailing Address 832 VISTA LN
IONE CA 95640-5425

Situs 832 VISTA LN
IONE CA 95640

Bill Comments PROP 19 BASE YEAR TRANSFER

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
		May 30, 2024	May 30, 2024
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	Jul 1, 24	Jun 30, 25
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days	365	Print R/C Wks	C
R/C Date	Nov 1, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____		
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials
				Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials
				Date

Assessor _____ Date _____ Auditor _____ Date _____ County Counsel _____ Date _____
Signature Signature Signature

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources
Meeting Date: November 26, 2024

SUBJECT

Mid-Management Resolution Regarding Salaries and Fringe Benefits

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Evan Jacobs - Mid-Management Representative

ATTACHMENTS

- [Memo-Mid-Management Employees.doc](#)
- [Resolution MidMgmt \(draft\)11.12.24.docx](#)
- [Mid-Management Salary 9.29.24 Amended 11.12.24.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: November 13, 2024

SUBJECT: Agenda Item November 26, 2024 Board Agenda Consent Agenda
Mid-Management Resolution Regarding Salaries and Fringe Benefits

The Mid-Management Resolution Regarding Salaries and Fringe Benefits has been amended to include the following:

- Effective September 30, 2024
 - Increase the base wage rate for all classifications represented by the Mid-Management Unit 5.75%. This increase follows a previous 4% adjustment, resulting in a total increase of 5.75%.
- Effective September 30, 2024
 - Adjust the pay rates of the following classifications: Animal Control Director, Assistant Assessor, Chief Building Official, Deputy Director of Behavioral Health (Fiscal and Administrative Services) and Chief Deputy Registrar of Voters (these pay rate adjustments include the 5.75% increase)
- Effective January 1, 2025
 - Adjust the employer contribution toward health, dental, and vision premiums for Mid-Management employees from 87.5% to 97.5%.

If the Board does not adopt and authorize the chairman to sign, the proposed pay increases these agreed-upon changes will not be implemented.

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

IN THE MATTER OF:

RESOLUTION REGARDING) RESOLUTION NO. 24-xxx
SALARIES AND FRINGE BENEFITS)
FOR MID-MANAGEMENT EMPLOYEES)

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

- Effective September 30, 2024
 - Increase the base wage rate for all classifications represented by the Mid-Management Unit 5.75%. This increase follows a previous 4% adjustment, resulting in a total increase of 5.75%.
- Effective September 30, 2024
 - Adjust the pay rates of the following classifications: Animal Control Director to \$52.58, Chief Building Official to \$71.38, Chief Deputy Registrar of Voters to \$53.74, Deputy Director of Behavioral Health (Fiscal and Administrative Services) to \$57.71 and Assistant Assessor to \$57.16 (these pay adjustments include the 5.75% increase).
- Effective January 1, 2025
 - Adjust the employer contribution toward health, dental, and vision premiums for Mid-Management employees from 87.5% to 97.5%.

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 submits a request. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
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. Mid-Management employees are exempt from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime

Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35) and forty (40) years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, 30, 35 and 40 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*

10	5.063%*
15	7.700%*
20	10.390%*
25	13.15%*
30	15.650%*
35	18.150%*
40	20.650%*

**These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.*

5. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary reduced work schedule of 36 hours per 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 have the option of working a 36 hour work week or a work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees who elect to take the reduced workweek 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.

6. **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. All Classic employees shall pay the full seven percent (7%) of the EPMC for PERS Miscellaneous employees or their full nine percent (9%) for PERS Safety/Local Prosecutor employees of the EPMC.
- B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 (“PEPRA”), as amended, shall pay one-half (½) of the Normal Cost as determined by PERS.
- C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.

7. **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 Program Manager – Special Prosecutions Unit. This employee shall be eligible for the same group health plans provided to employees in the Amador County Deputy District Attorneys Association (ACDDAA).

- A. The premium cost share will be 97.5% paid by the employer and 2.5% paid by the employee for all employees except the Program Manager-Special Prosecutions Unit. This employee will receive the same cost share the ACDDAA employees receive.
- B. Mid-Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Mid-Management employees, to the extent said insurance programs allow, **at the retired employee’s expense.**
- C. For full-time Mid-Management employees, a cash payment of \$233.04 per pay period (based on 24 pay periods annually) shall be paid to all Mid-Management 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 opts to waive all benefits except life insurance, the cash payment will be \$253.04 per 24 pay period based on (24) pay periods annually. Part-time Mid-Management employees are eligible for a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above. . If the employee waives all benefits, except life insurance the cash total is \$3.16 per hour worked and will be paid based on twenty-four (24) pay periods annually.

8. **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 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.
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours shall have the cash value for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours contributed to the Retirement Health Savings (RHS) plan for Mid-Management.

In the event that a retired employee dies, leaving a balance in their RHS account and there is no eligible spouse or dependent, the funds are forfeited. Forfeited funds shall be distributed equally among the accounts of other retired employees within the Mid-Management unit who have RHS accounts at the time of forfeiture.

9. **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 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.
- 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 accrued 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 (Policy #2-230) has been met. An employee may elect to be paid off once a year at the end of the calendar year or at the end of the fiscal year.

10. **Holiday Leave:** Mid-Management employees will receive the same paid holiday leave as the County's General bargaining group. For employees taking the voluntary reduced work schedule, 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.

11. **Management/Administrative Leave:** Mid-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.

12. **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 their matching and/or discretionary \$23.08 per pay period (based on 26 pay periods) up to \$600.00 annually to a 401 (a) Plan 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.

13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Mid-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 26th day of November, 2024 by the following vote:

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

Chairman, Board of Supervisors

ATTEST:
JENNIFER BURNS, Clerk of the

Board of Supervisors, Amador County,
California

Deputy

APPENDIX A
MID-MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN
5.75% Increase 9/29/2024
(Amended 11/12/2024)

Classifications	Hourly Rate	Bi-Weekly Salaries
Animal Control Director	\$52.58	\$4,206.40
Assistant Assessor	\$57.16	\$4,572.42
Assistant Auditor-Controller	\$57.16	\$4,572.42
Assistant County Counsel	\$76.98	\$6,158.18
Budget Director	\$63.71	\$5,096.74
Chief Building Official	\$71.38	\$5,710.40
Chief Deputy Clerk/Recorder	\$48.91	\$3,912.68
Chief Deputy Registrar of Voters	\$53.74	\$4,299.20
Chief Deputy Treasurer/Tax Collector	\$44.16	\$3,532.94
County Surveyor (Part-time)	\$53.83	
County Surveyor (Full-time)	\$53.83	\$4,306.15
Deputy Ag Commissioner/Sealer of Weights and Measures	\$47.62	\$3,809.54
Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$57.71	\$4,616.80
Deputy Director of Social Services (Finance/Facilities/Administration)	\$54.90	\$4,392.16
Deputy Director of Social Services (Social Services Agency Programs)	\$55.61	\$4,448.89
Director of Environmental Health	\$66.34	\$5,307.19
Planning Director	\$66.34	\$5,307.19
Program Manager - Special Prosecutions Unit	\$78.53	\$6,282.62
Psychiatrist	\$206.29	\$16,503.55
Psychiatrist - Drug Medi-Cal Stipend***	\$233.33	
Public Works Maintenance Superintendent	\$53.65	\$4,291.76
Support Services Director	\$59.16	\$4,732.55

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources
Meeting Date: November 26, 2024

SUBJECT

Confidential Resolution Regarding Salaries and Fringe Benefits.

Recommendation:

Approve.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Angie Creach, Confidential Unit Representative

ATTACHMENTS

- [Memo-Confidential Employees.doc](#)
- [Confidential_Resolution \(draft\) 10.1.2024.docx](#)
- [Confidential 9.29.2024 DRAFT.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: November 13, 2024

SUBJECT: Agenda Item November 26, 2024 Board Agenda Consent Agenda
Confidential Resolution Regarding Salaries and Fringe Benefits

The Confidential Resolution Regarding Salaries and Fringe Benefits has been amended to include the following:

- Effective July 1, 2024,
 - Establish a new position of Grants Program Manager/Analyst with a pay range of 3664, Step A at \$41.22 and Step E at \$50.10
- Effective September 29, 2024:
 - Implement a 5.75% increase in the base wage rate for all classifications represented by the Confidential Unit. This increase follows a previous 4% adjustment, resulting in a total increase of 5.75%.
 - Discontinue the 7% stipend for the Grants Program Manager/Analyst position assigned to the General Services Agency, which was provided for additional responsibilities associated with a specific assignment in the Economic & Development Program.
- Effective September 30, 2024
 - Adjust the pay range and rate for the Grants Program Manager/Analyst to Range 4206, Step A at \$46.64 and Step E at \$56.69, inclusive of the 5.75% base wage increase.

If the Board does not adopt and authorize the chairman to sign the proposed pay increases these agreed-upon changes will not be implemented.

**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. 24-xxx

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

Effective July 1, 2024:

- Establish a new position of Grants Program Manager/Analyst with a pay range of 3664, Step A at \$41.22 and Step E at \$50.10.

Effective September 29, 2024:

- Implement a 5.75% increase in the base wage rate for all classifications represented by the Confidential Unit. This increase follows a previous 4% adjustment, resulting in a total increase of 5.75%.
- Discontinue the 7% stipend for the Grants Program Manager/Analyst position assigned to the General Services Agency, which was provided for additional responsibilities associated with a specific assignment in the Economic & Development Program.

Effective September 30, 2024:

- Adjust the pay range and rate for the Grants Program Manager/Analyst to Range 4206, Step A at \$46.64 and Step E at \$56.69, inclusive of the 5.75% base wage increase.

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. Risk Analyst
 - F. Payroll Manager
3. The exempt employees listed in number two (#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. Effective July 1, 2024, through September 29, 2024, the Grants Program Manager/Analyst assigned to the General Services Agency will receive a 7% stipend in recognition of additional responsibilities associated with a specific assignment within the Economic & Development Program. This stipend will

be discontinued on September 29, 2024.

6. The salaries reflected above include a five percent (5%) differential above the County's General Unit bargaining group for confidential status.

Current Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

7. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25), thirty (30), thirty-five (35), and forty (40), years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, 30, 35, and 40 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.150%*
30	15.650%*
35	18.150%*
40	20.650%*

**These amounts do not "stack" or "combine". Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.*

8. **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 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.
9. **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. All Classic employees shall pay the full seven percent (7%) of the EPMC for PERS Miscellaneous employees.
 - B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 ("PEPRA"), as amended, shall pay one-half (½) of the Normal Cost as determined by PERS.
 - C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.

10. **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 all
 - B. Confidential employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Confidential employees, to the extent said insurance programs allow, **at the retired employee's expense.**
 - C. For full-time Confidential employees, a cash payment of \$233.04 per pay period (based on 24 pay periods annually) shall be paid to all Mid-Management 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 opts to waive all benefits except life insurance, the cash payment will be \$253.04 per 24 pay period based on (24) pay periods annually. Part-time Mid-Management employees are eligible for a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above. . If the employee waives all benefits, except life insurance the cash total is \$3.16 per hour worked and will be paid based on twenty-four (24) pay periods.
11. **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 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.
 - C. Unused sick leave shall accrue from year to year.
 - D. 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.
12. **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 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year . Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every 72 hours worked up to a maximum of 128 hours per year.
 - B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay

period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.

- 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.
13. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group. Employees taking the voluntary reduced work schedule, 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.
14. **Administrative Leave:** Exempt professional classifications (*i.e.* Deputy County Counsel I, II and III) shall earn and accrue 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 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.
- 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.
15. **Miscellaneous Stipends:** Sheriff's Office employees in the Confidential Unit will receive will receive a monthly stipend of \$40.00 (\$18.46 per pay period) for the care, maintenance and replacement of required work attire. Initial clothing is purchased by Sheriff's Department.
16. **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.

17. **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.
18. **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 March 28, 2023, 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 unless required under state and federal law. Duties will vary widely based on the training assignment and department needs.

No interns may be paid in excess of state minimum wage 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 26th day of November, 2024 by the following vote:

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

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy _____

APPENDIX A
CONFIDENTIAL UNIT CLASSIFICATION AND WAGE PLAN
5.75% INCREASE - EFFECTIVE 9/29/2024
(Amended 11/12/2024)

Pay ranges for nonexempt classifications are as set forth below:

Range	Classification	Step A	Step B	Step C	Step D	Step E
2735	Accountant I - Confidential	31.93	33.53	35.20	36.96	38.81
2396	Administrative Supervisor (SO) - Confidential	28.54	29.97	31.47	33.04	34.69
2880	Clerk Of the Board	33.38	35.05	36.80	38.64	40.57
1656	Deputy Board Clerk I	21.14	22.20	23.31	24.47	25.70
1869	Deputy Board Clerk II	23.27	24.43	25.66	26.94	28.28
2162	Deputy Board Clerk III	26.20	27.51	28.89	30.33	31.85
3235	Executive Legal Assistant	36.93	38.78	40.72	42.75	44.89
4206	Grants Program Manager/Analyst	46.64	48.97	51.42	53.99	56.69
2854	Human Resource Specialist	33.12	34.78	36.51	38.34	40.26
2371	Human Resource Technician	28.29	29.70	31.19	32.75	34.39
2980	Paralegal (CC)	34.38	36.10	37.90	39.80	41.79
2389	Payroll Specialist I	28.47	29.89	31.39	32.96	34.61
2793	Payroll Specialist II	32.51	34.14	35.84	37.63	39.52
2467	Records and Volunteer Administrator	29.25	30.71	32.25	33.86	35.55
1546	Records Management Assistant	20.04	21.04	22.09	23.20	24.36
3235	Senior Administrative Analyst	36.93	38.78	40.72	42.75	44.89

Pay ranges for exempt classifications are as set forth below:

Range	Classification	Step A	Step B	Step C	Step D	Step E
4121	Budget Analyst	45.79	48.08	50.48	53.01	55.66
4529	Dep County Counsel I	49.87	52.36	54.98	57.73	60.62
5028	Dep County Counsel II	54.86	57.60	60.48	63.51	66.68
5574	Dep County Counsel III	60.32	63.34	66.50	69.83	73.32
3442	Payroll Manager	39.00	40.95	43.00	45.15	47.40
3493	Risk Analyst	39.51	41.49	43.56	45.74	48.02

Board of Supervisors Agenda Item Report

Submitting Department: Public Works
Meeting Date: November 26, 2024

SUBJECT

2024 Dig-Outs Project, Bid No. 24-11 Resolution of Acceptance Final Agreement and Release of Claims.

Recommendation:

1. Adopt resolution accepting the 2024 Dig-Outs Project as complete; and
2. Authorize Chairman to sign Agreement and Release of Claims.

4/5 vote required:

No

Distribution Instructions:

normal

ATTACHMENTS

- [BOS Memo 24-11 Contract Closeout.pdf](#)
- [24-11 Resolution of Acceptance.pdf](#)
- [24-11 Attachment A.pdf](#)
- [24-11 Attachment B-4.pdf](#)
- [24-22 Final Pay Details.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Richard Vela, Director of Transportation and Public Works 

DATE: November 26, 2024

SUBJECT: The 2024 Dig-Outs Project, Bid No. 24-11
Resolution of Acceptance
Final Agreement and Release of Claims

CONTACT: Richard Vela, (223-6457)

Overview

George Reed, Inc. (Contractor) received the Notice to Proceed (NTP) on August 27, 2024 and received project completion for the project on September 19, 2024, commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

There were three Change Orders approved for the project. The first, in the amount of \$14,375.00, was for the extra costs associated with the paving of the road crossings stemming from culvert replacements on Martin Lane performed by the County ahead of project commencement. The second, in the amount of \$17,319.00, was for the correction of bid item quantities that were not correctly represented on the bid form. If the quantities were correctly shown on the bid form, these costs would have been included in the original Contract Amount. The third change order, which resulted in zero net change in cost, was for an alternate construction method utilized for certain dig out locations on Irish Hill Road

Requested Actions

1. Adopt resolution accepting the 2024 Dig-Outs Project as complete; and
2. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$241,249.00. With the three Change Orders on this project, the final Contract Amount is \$276,943.00. A final payment of \$13,847.15, representing the release of retention, will be made to Contractor upon approval.

Attachments: Resolution of Acceptance
Agreement and Release of Claims (Attachment A)
Conditional Waiver and Release Upon Final Payment (Attachment B-4)
Final Payment Details

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE)
2024 DIG-OUTS PROJECT)

RESOLUTION NO. 24-XXX

WHEREAS, the contractor has completed construction of roadway excavation, placing and compacting hot mix asphalt paving for small and large existing roadway sections, traffic handling, and pavement delineation in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by George Reed, Inc. for the 2024 Dig-Out Project as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 26th day of November 2024, by the following vote:

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

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 12th day of November, 2024, by and between the County of Amador ("County"), and George Reed, Inc. ("Contractor"), whose place of business is 140 Empire Avenue, Modesto CA, 95354.

RECITALS

A. On July 30, 2024, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of furnishing of all labor, materials, and equipment for the construction of pavement, pavement delineation, and any additive work as specified, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	<u>\$241,249.00</u>
Modified Contract Sum	<u>\$276,943.00</u>
Payment to Date	<u>\$263,095.85</u>
Damages	<u>\$0.00</u>
Payment Due Contractor	<u>\$13,847.15</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of thirteen thousand eight hundred forty-seven dollars and fifteen cents (\$13,847.15) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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[Insert information, including attachments if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: 
Principal

Name (please print): Ed Berlier

Title: Sr. Vice President - General Manager

ATTACHMENT B-4

CONDITIONAL WAIVER AND RELEASE

UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from the County of Amador in the amount of **\$13,847.15** payable to George Reed, Inc. and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the 2024 DIG-OUTS PROJECT, of the County of Amador located on Martin Lane and Irish Hill Road. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$0.00. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 11/12/2024

Company Name: George Reed, Inc.

By: _____

Title: Kassie Bento, Contract Administrator

2024 DIG-OUT PROJECT

BID NO. 24-11

October 23, 2024

FINAL PAY

CONTRACTOR: GEORGE REED, INC.

ROADWAY AND GENERAL CIVIL

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT \$
1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00
2	Construction Surveying & Staking	LS	1	\$ 2,800.00	\$ 2,800.00
3	Progress Schedule (Critical Path Method)	LS	1	\$ 500.00	\$ 500.00
4	Traffic Control System	LS	1	\$ 22,000.00	\$ 22,000.00
5	PCMS	EA	2	\$ 2,000.00	\$ 4,000.00
6	Roadway Excavation	CY	491	\$ 75.00	\$ 36,825.00
7	Hot Mix Asphalt (Type A)	TON	750	\$ 203.00	\$ 152,250.00
8	Aggregate Base (Class II)	CY	100	\$ 50.00	\$ 5,000.00
9	Paint Traffic Stripe (2-Coat)	LF	3,996	\$ 1.50	\$ 5,994.00
10	Paint Traffic Marking (2-Coat)	SQFT	22	\$ 40.00	\$ 880.00

PROJECT TOTAL (Original Contract) \$ 241,249.00

CHANGE ORDER - 1

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT \$
6	Increasing in Bid item 6 - Roadway Excavation	CY	12	\$ 75.00	\$ 915.00
7	Increasing in Bid item 7 - Hot Mix Asphalt	TON	24.75	\$ 203.00	\$ 5,025.00
9	Increaseing in Bid item 9 - Paint Traffic Stripe (2-coat)	LF	90	\$ 1.50	\$ 135.00
	Traffic Control	Shift	0.5	\$ 4,600.00	\$ 2,300.00
	Pickup Broom	HR	4	\$ 200.00	\$ 800.00
	Grinder	HR	800	\$ 4.00	\$ 3,200.00
	Plant fees	HR	4	\$ 250.00	\$ 1,000.00
	George Reed, Inc. overhead	LS	1	\$ 1,000.00	\$ 1,000.00

CCO - 1 TOTAL \$ 14,375.00

CHANGE ORDER - 2

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT \$
6	Increase in Bid item 6 - Roadway Excavation	CY	26	\$ 75.00	\$ 1,950.00
7	Increase in Bid item 7 - Hot Mix Asphalt (Type A)	TON	73.0	\$ 203.00	\$ 14,819.00
8	Increase in Bid item 8 - Aggregate Base (Class II)	CY	11	\$ 50.00	\$ 550.00
CCO-2 TOTAL \$					17,319.00

CHANGE ORDER - 3

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT \$
	Decrease in Bid Item 6 - Roadway Excavation	CY	(55)	\$ 75.00	\$ (4,125.00)
	Increase in Bid item 7 - Hot Mix Asphalt (Type A)	TON	47.66	\$ 203.00	\$ 9,675.00
	Decrease in Bid item 8 - Aggregate Base (Class II)	CY	(111)	\$ 50.00	\$ (5,550.00)
CCO-3 TOTAL \$					-

ADDITIONAL APPROVED WORK

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT \$
5	PCMS (Agreed upon prior to construction)	EA	2	\$ 2,000.00	\$ 4,000.00

TOTAL CONTRACT ITEM COST TO DATE (FINAL)	\$	276,943.00
AMOUNT PREVIOUSLY PAID	\$	263,095.85
RELEASE RETENTION (FINAL)	\$	13,847.15
FINAL PAYMENT	\$	13,847.15
PAYMENT TO DATE	\$	276,943.00
CONTRACT ALLOTMENT	\$	241,249.00
REMAINING BALANCE	\$	-

Kassie Bento

11/12/2024

CONTRACTOR -- DATE

Kassie Bento, Contract Administrator

Valerie A. Villa

11-12-24

COUNTY ENGINEER - DATE

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health
Meeting Date: November 26, 2024

SUBJECT

Behavioral Health Agreement with El Dorado Psychiatric Health Facility Calendar year 2025-2027

Recommendation:

Approve and sign agreement

4/5 vote required:

No

Distribution Instructions:

Please return signed copies to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo to BOS El Dorado PHF.pdf](#)
- [Microsoft Word - 4. 9118 Draft El Dorado - Amador County Agreement 010125-123128x.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors
From: Melissa Cranfill, Behavioral Health Director *mc*
Date: November 14, 2024
RE: Agreement with El Dorado Psychiatric Health Facility

Background:

The State of California has mandated that County Mental Health Departments must provide hospital evaluations to individuals who are in need of a 5150 evaluation. If they meet the criteria for a 5150 inpatient hospitalization, the individual will be admitted to an inpatient psychiatric hospital.

Key Issue:

Sutter Amador Hospital notifies Amador County Behavioral Health requesting a 5150 evaluation be provided to an individual who has been brought into the emergency room. The 5150 evaluation is an involuntary hold to a person who is suspected to have a mental disorder that makes him/her a danger to him/herself, a danger to others, and/or gravely disabled. Amador County Behavioral Health Agency need to contract with multiple hospitals due to limited bed space available for placement.

Staff analysis:

Amador County does not have an inpatient psychiatric hospital. Contracting with multiple hospitals are needed in order to find an open bed space and clinicians will be able to place individuals sooner reducing the time individuals have to spend in the emergency room.

Recommendation/Request:

Approve Agreement for Services with County of El Dorado Psychiatric Health Facility Calendar year 2025 - 2027

AGREEMENT FOR SERVICES #9118
Use of County of El Dorado Psychiatric Health Facility

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado"), and the County of Amador, a political subdivision of the State of California (hereinafter referred to as "Admitting County");

RECITALS

WHEREAS, in accordance with the current mental health legislation, Admitting County has been charged with the responsibility of providing mental health services for mentally disordered persons (hereinafter referred to as "Clients") in Admitting County;

WHEREAS, El Dorado County Health and Human Services Agency ("HHS"), on behalf of its Behavioral Health Division, contracts with Telecare Corporation, Inc., (hereinafter referred to as "Contractor Designee"), to operate a licensed 16-bed Psychiatric Health Facility (PHF), within the geographic boundaries of El Dorado County, staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons;

WHEREAS, it is the responsibility of El Dorado and its Contractor Designee to assure that the inpatient services rendered to Clients admitted to El Dorado's facility are consistent with State and federal laws;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws.

NOW, THEREFORE, Admitting County and El Dorado mutually agree as follows:

ARTICLE I

Scope of Services:

- A. **Eligibility:** El Dorado, through its Contractor Designee, shall provide acute psychiatric inpatient services required of a PHF to Clients of Admitting County who meet the following eligibility requirements:
1. Clients to be served under this Agreement must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and State statutes.
 2. Clients may be either on voluntary or involuntary status.

- a. Admitting County understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.
 - b. Clients to be admitted under California Welfare and Institutions Code (WIC) §5150 shall be assessed to determine the appropriateness of the involuntary detention prior to admission at El Dorado's PHF facility.
 - i. Preliminary assessment of Clients may be conducted by Admitting County's, El Dorado's, or other appropriate and qualified clinical staff as authorized by WIC §5150 (e.g., appropriate and qualified clinical staff in one of the other 56 counties in the State).
 - ii. Final assessment of Clients shall be conducted by El Dorado or Contractor Designee's appropriate and qualified staff as authorized by WIC §5150.
3. All persons referred for admission to El Dorado's PHF facility shall be medically cleared for admission to a non-medical facility prior to acceptance and admission of the Client to El Dorado's PHF.
- a. Criteria and requirements for medical clearance will be determined by El Dorado or Contractor Designee, as appropriate.
 - b. Payment for medical clearance shall not be the responsibility of El Dorado or its Contractor Designee.
- B. Admissions Procedure:** The specific admission procedures shall be mutually agreed upon by the respective El Dorado's Contractor Designee and Admitting County's designee.
- 1. Referrals: Admitting County agrees that those Clients referred to, and accepted by, El Dorado, through its Contractor Designee, shall receive acute psychiatric mental health services.
 - 2. Admission Processing: Admitting County agrees to cooperate with the admission process as established between El Dorado and Contractor Designee.
 - a. Admitting County's residents presenting for crisis evaluation in El Dorado, and detained pursuant to WIC §5150, shall be assessed by El Dorado Behavioral Health Division Psychiatric Emergency Services (PES) staff.
 - i. If, following assessment, PES staff determine that the individual being assessed meets the WIC §5150 criteria, PES staff shall refer the individual to the Admitting County for possible admission to the PHF.
 - ii. Upon notification of Admitting County's responsibility for the resident, Admitting County may authorize admission and payment consistent with the terms of this Agreement, or alternatively, Admitting County may arrange for transfer to another treatment facility; and shall do so within a timeframe as agreed upon between Admitting County and El Dorado, or Contractor Designee, as appropriate.
 - iii. Admitting County's failure to notify El Dorado of its placement preferences within the agreed upon timeframe shall result in El Dorado referring Admitting County's Client to any accepting acute psychiatric facility and all costs related to the resulting admission shall not be the responsibility of El Dorado.
- C. Admission Approval:**
- 1. Admissions to the PHF shall be approved by El Dorado's Behavioral Health Medical Director or their designee, or by Contractor Designee's on-duty Psychiatrist, prior to admission.

2. El Dorado further reserves the right to deny any referral at the sole discretion of its Behavioral Health Medical Director, their designee, or Contractor Designee's on-duty Psychiatrist,
3. The PHF will not be required to accept referrals for treatment of any individual in lawful custody including but not limited to being incarcerated in jail or any other penal institutions.
4. El Dorado or Contractor Designee's professional staff shall determine the length of stay of each Admitting County Client accepted.
5. Exclusions from Admission to PHF: Upon discovery that any of the following conditions, or other criteria cited in Contractor Designee's Exclusionary Criteria then in effect, Admitting County's Client may be excluded from admission to the PHF:
 - a. Medical emergencies;
 - b. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse;
 - c. Medical-surgical complications that preclude participation in the therapeutic program; or
 - d. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care including, but not limited to, ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal, and delirium tremens.

Should it be discovered that an Admitting County Client meets any of the exclusionary criteria during their stay, immediately upon notice from El Dorado or Contractor Designee, Admitting County shall make arrangements to transfer the Client.

D. Bed Availability: The PHF shall not be required to accept any referrals for bed requests from Admitting County if El Dorado or Contractor Designee determines that there is insufficient bed capacity or if acceptance of referral may cause harm or danger to Client, El Dorado, or Contractor Designee.

E. Direction and Supervision:

1. Acute psychiatric inpatient services shall be provided by El Dorado's Contractor Designee for Admitting County Clients under the general supervision of Admitting County's Director or designee.

F. Coordination of Care: Admitting County and El Dorado agree that both parties' clinical staff, including Contractor Designee's staff, will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge and in the process of planned transition back into the community.

1. Admitting County, El Dorado, and Contractor Designee may freely exchange Client information to ensure the appropriate level and delivery of care for acute psychiatric mental health services.
2. El Dorado or Contractor Designee shall coordinate unforeseen and necessary medical emergency services on an "as required" basis as part of the inpatient treatment services.
 - a. Any costs associated with said medical emergency services that are not covered by insurance, including but not limited to Medi-Cal, shall be the sole and separate responsibility of Admitting County.

- b. El Dorado or Contractor Designee shall promptly notify Admitting County if necessary medical emergency services are required.
3. El Dorado and/or Contractor Designee may, but are not required to, provide non-elective ancillary medical services as part of the inpatient treatment services.

G. Concurrent Review:

1. Within twenty-four (24) hours of admission, El Dorado's Contractor Designee shall notify Admitting County's Utilization Review Team via a faxed notification packet that an individual believed to be the fiscal responsibility of Admitting County has been admitted. The notification packet shall include a client face sheet, involuntary hold, verification of Medi-Cal eligibility or other insurance, and medical records that have been completed, if any.
2. Within twenty-four (24) hours of completion of the Psychiatric History/Initial Psychiatric Evaluation, El Dorado's Contractor Designee shall fax the Psychiatric History/Initial Psychiatric Evaluation to Admitting County.
3. Prior to the end of each period for each Client for whom Admitting County authorizes continued acute or administrative stay, El Dorado's Contractor Designee shall fax to Admitting County all available psychiatry notes, nursing notes, and social worker notes for services provided during the expiring authorization period.
4. El Dorado or its Contracted Designee's failure to provide concurrent review documentation may result in Admitting County's withholding authorization or payment for the period of hospitalization.
5. El Dorado may revise this Concurrent Review section upon receipt of new guidance from the State and/or agreement between Admitting County and El Dorado. Such changes shall be memorialized via a letter signed by El Dorado's Contract Administrator and acknowledged via letter by Admitting County in accordance with the Article titled "Notice to Parties" and shall not require a contract amendment.

H. Aftercare and Discharge: It is Admitting County's responsibility to facilitate timely and appropriate aftercare treatment and/or placement of Clients discharged from El Dorado's PHF. To this end, it is the sole responsibility of Admitting County to maintain adequate aftercare services so that efficient referral to these services is part of the discharge planning of Clients, including provision of Client transportation to/from services as necessary.

I. Documentation: Documentation of services provided by El Dorado, or Contractor Designee, for each Client of Admitting County shall be available for review by Admitting County upon written request.

J. Transportation Costs: All transportation of Clients to and from El Dorado's PHF or any subsequent aftercare services are the sole responsibility of Admitting County. In the event Admitting County cannot provide transportation, it may request assistance from El Dorado or Contractor Designee. El Dorado, and/or Contractor Designee, in its sole discretion, may decline to provide transportation based on availability of resources.

K. Non-Discrimination: Services under this Agreement shall be rendered without regard to race, ethnic group identification, color, sex, religion or religious creed, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and State laws.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period from January 1, 2025, through December 31, 2027.

The parties shall have the option to extend the term for an additional one (1) year term after the initial expiration date through December 31, 2028, with the same terms/conditions as set forth in this Agreement, as amended.

The option to extend term shall be subject to approval by County Contract Administrator and Admitting County. Upon approval by both parties, Admitting County will be notified of the extension in writing, in accordance with the Article titled “Notice to Parties.”

ARTICLE III

Compensation:

A. **Bed Per-Day Rate:** Admitting County shall pay El Dorado the County Published Rate plus 15% administrative cost rounded up to the nearest whole dollar.

1. **Inclusions:** The day rate per bed shall be all-inclusive, except as detailed herein in section titled “Transportation” and separately as described as “medical emergency services”, including but not limited to facilities, medications, psychiatrist’s time, laboratory work, and Certification Review Hearings.

a. The full per-day rate shall apply to the day of admission regardless of the time of admission.

b. Payment is due from Admitting County for each day of acute inpatient psychiatric service and administrative day, *including* the day of admission and *excluding* the day of discharge. Administrative days are billed at the acute rate.

2. **Published Rate:** The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A, marked “El Dorado County Behavioral Health Fee for Service Structure,” incorporated herein and made by reference a part hereof. El Dorado may change the PHF Published Rate at any time during the term of this Agreement.

a. **Provision for Rate Change:**

i. El Dorado shall notify Admitting County in writing within fifteen (15) days of the adoption of the change in Published Rate pursuant to the provisions contained in this Agreement under Article titled, “Notice to Parties.”

ii. The changed County Published Rate, plus the administrative fee, shall apply to any services performed thirty (30) days after the date of adoption of the rate change.

3. **Transportation:** In the event El Dorado agrees to provide transportation for Admitting County Clients, Admitting County shall reimburse El Dorado at the rate of \$50.00/hour per driver plus mileage at the federal mileage reimbursement rate in effect at the time services are provided.

B. **Client Billing:** El Dorado will bill Medi-Cal and any other applicable State, federal, or private sources available at the time services are performed.

1. Admitting County will be charged the contracted rate less a credit for anticipated payments due to El Dorado billing available sources as stated in this section herein.

2. Inpatient days (both acute and administrative day) that cannot be billed pursuant to this section B. “Client Billing” shall remain the financial responsibility of Admitting County at the contracted rate.

3. Any credit provided to Admitting County for billing pursuant to this section B. “Client Billing” that is subsequently disallowed shall be reimbursed to El Dorado by Admitting County.

C. **Payment:** Payments for acute inpatient mental health services and/or transportation provided to Clients shall be made by Admitting County to El Dorado within forty-five (45) days of receipt of invoice.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement for the initial term shall not exceed \$300,000 inclusive of all costs, taxes, and expenses. In the event that the term of this Agreement is extended in accordance with ARTICLE II, Term, the maximum obligation shall be \$400,000.

ARTICLE V

Audit by California State Auditor: El Dorado acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, El Dorado shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VI

Applicable Records: El Dorado shall maintain for ten (10) years or until certification review findings are resolved, whichever is later, adequate records on each Admitting County Client served, including intake information and a record of services provided by El Dorado staff in sufficient detail to make possible an evaluation of services and shall contain all the data necessary for reporting to the California State Department of Health Care Services, including records of interviews and progress notes. El Dorado shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by Admitting County and the California State Department of Health Care Services in a form specified by either.

El Dorado acknowledges that all records shall be available for inspection for auditing purposes by Admitting County and the California State Department of Health Care Services at all reasonable times during normal business hours. El Dorado further agrees to extend to Admitting County the right to review and investigate all records, program materials, or any other written procedures and records relating to Admitting County Clients at any reasonable time. El Dorado agrees to provide Admitting County data in a timely fashion as directed and as specified by the Admitting County.

ARTICLE VII

Rules and Laws: El Dorado and Admitting County both agree that they are bound by the provisions of WIC § 5600 et seq.; Title 9, CA Code of Regulations Division 1, Chapter 10;

regulations of the California State Department of Health Care Services; the Local Mental Health Authority; and other applicable laws, regulations and policies governing the provisions of public mental health services and that this Agreement is critical to successful compliance with these laws, regulations, and policies.

ARTICLE VIII

Confidentiality: El Dorado and Admitting County agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and Admitting County Client information shall be interchangeable between El Dorado and Admitting County to establish and support a high level of clinical services and continuity of care and aftercare services. El Dorado shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Purely statistical information which does not include identifying information of any Client may be disclosed. El Dorado shall not use information obtained pursuant to this Agreement for any purpose other than carrying out El Dorado's obligations under this Agreement. El Dorado shall promptly transmit to Admitting County all requests for information related to this Agreement, including any subpoenas issued for disclosure of such information not emanating from the Client. El Dorado shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than Admitting County, except when ordered by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or a photograph. If El Dorado or Contractor Designee receives any individually identifiable health information ("Protected Health Information" or "PHI") from Admitting County or creates or receives any PHI on behalf of Admitting County, El Dorado and its Contractor Designee shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE IX

HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Admitting County is a Hybrid Entity under said Act, and El Dorado, a health care provider as defined in HIPAA (Title 45 C.F.R. § 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. § 164.502(e)(1)(ii)(A), Admitting County and El Dorado are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement

pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

ARTICLE X

Independent Status of El Dorado: The parties hereto agree that El Dorado, its Contractor Designee, agents, and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officers, employees, or agents of Admitting County. El Dorado and its Contractor Designee shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and physical plant necessary for the performance of the mental health services to be provided by El Dorado and its Contractor Designee pursuant to the Agreement.

ARTICLE XI

Changes to Agreement: This Agreement may only be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both El Dorado and Admitting County are political subdivisions of the State of California. As such, both are subject to the provisions of Article X, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted for in a given fiscal year. It is further understood that in the normal course of Admitting County and El Dorado's businesses, they will adopt a proposed budget prior to a given fiscal year but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Admitting County and El Dorado released from any further liability hereunder.

In addition to the above, should the respective Boards of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for either Admitting County or El Dorado's departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Admitting County in this Agreement proves to have been false or misleading in any respect.
 3. Admitting County fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless El Dorado agrees, in writing, to an extension of the time to perform before that time period expires.
- B. Bankruptcy: Either Admitting County or El Dorado may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of the other party.
- C. Ceasing Performance: Either Admitting County or El Dorado may terminate this Agreement immediately in the event either party ceases to operate or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either Admitting County or El Dorado may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, Admitting County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided by the terminating party, and for any other services that El Dorado specifies in writing to be necessary for contract resolution. In no event, however, shall Admitting County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIV

Change of Address: In the event of a change in address for Admitting County's principal place of business, Agent for Service of Process, or Notices to Parties, Admitting County notify El Dorado in writing pursuant to the provisions contained herein under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by El

Dorado Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to El Dorado shall be addressed as follows: with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the El Dorado directs.

Notices to Admitting County shall be addressed as follows:

COUNTY OF AMADOR
Behavioral Health Services
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685
ATTN: Director
mcranfill@amadorgov.org

or to such other location or email as the Admitting County directs.

ARTICLE XVI

Indemnity: Admitting County shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. El Dorado shall be responsible for damages caused by the acts or omissions of itself or its Contractor Designee, officers, employees, and agents occurring in the performance of this Agreement. It is the intention of El Dorado and Admitting County that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents. It is also the intention of El Dorado and Admitting County that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages

attributable to the negligence of that party, its officers, employees, and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

ARTICLE XVII

Insurance: Operations of the El Dorado County Psychiatric Health Facility are contracted with (currently) Contractor Designee, whose insurance is primary for services provided by the El Dorado County PHF. Contractor Designee’s insurance includes: Workers Compensation, Commercial General Liability, Automobile Liability, and professional liability.

In addition, El Dorado provides secondary insurance including general liability, automobile liability, property, and workers’ compensation liability through a self-insurance program, in conjunction with excess coverage through the Public Risk Innovation Solutions and Management. A certificate of coverage will be furnished to Admitting County upon execution of this agreement.

ARTICLE XVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX

Contract Administrator: The El Dorado Officer or employee with responsibility for administering this Agreement is Christianne Kernes, Deputy Director, Behavioral Health Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with El Dorado and a successor is pending, or HHS has to temporarily delegate this authority, El Dorado Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide Admitting County with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

ARTICLE XX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXI

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XXII

Partial Invalidity: If any provision or part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws, of the State of California.

ARTICLE XXIV

Litigation: El Dorado, promptly after receiving notice thereof, shall notify Admitting County in writing of the commencement of any claim, suit, or action against the El Dorado, or State of California, or its officers or employees for which Admitting County must provide indemnification under this Agreement. The failure of the El Dorado to give such notice, information, authorization, or assistance shall not relieve Admitting County of its indemnification obligations.

Admitting County, promptly after receiving notice thereof, shall immediately notify the El Dorado in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the El Dorado or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the El Dorado and State.

ARTICLE XXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


ARTICLE XXVI

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:


By: 
Christianne Kernes (Oct 31, 2024 10:13 PDT)

Christianne Kernes, LMFT
Deputy Director
Behavioral Health Division
Health and Human Services Agency

Dated: 10/31/2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #9118 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Olivia Byron-Cooper (Oct 31, 2024 10:22 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 10/31/2024

-- COUNTY OF AMADOR --

BY: _____
Brian Oneto
Chairman, Board of Supervisors

DATED: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR
"Admitting County"

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

DATED: _____

BY: _____

DATED: _____

County of Amador
Exhibit A
El Dorado County Behavioral Health Fee for Service Structure

Position	Hourly Rate
Psychiatrist/ Contracted Psychiatrist/MD	\$ 1,438.89
Physicians Assistant	\$ 645.34
Nurse Practitioner	\$ 715.53
Registered Nurse	\$ 584.46
Certified Nurse Specialist	\$ 715.53
Licensed Vocational Nurse	\$ 307.03
Pharmacist	\$ 688.76
Licensed Psychiatric Technician	\$ 263.21
Psychologist/Pre-licensed Psychologist	\$ 578.67
Licensed Practitioner of the Healing Arts	\$ 374.48
Licensed Clinical Social Worker	\$ 374.48
Occupational Therapist	\$ 498.49
Mental Health Rehab Specialist	\$ 281.74
Peer Recovery Specialist	\$ 295.83
Other Qualified Providers - Other Designated staff that bill Medi-Cal	\$ 281.74
Alcohol and Drug Counselor	\$ 310.62

Day Rate Services	Day Rate
Psychiatric Health Facility Day Rate	\$ 2,071.63
Crisis Residential Treatment Day Rate	\$ 853.81
Adult Residential Day Rate	\$ 464.06

Crisis Care Mobile Unit Services	Rate
Mobile Crisis - Per Encounter	\$ 3,375.93
Transportation Staff Time - Per Hour	\$ 82.03
Transportation Mileage - Per Mile	\$ 0.67

Board of Supervisors Agenda Item Report

Submitting Department: Probation
Meeting Date: November 26, 2024

SUBJECT

Probation: Budget Increase Request to rectify error made in budgeted revenue amount for Jackson Rancheria Mitigation Funds

Recommendation:

Approve the request.

4/5 vote required:

Yes

Distribution Instructions:

Auditor, Budget Analyst, Probation

ATTACHMENTS

- [Jackson Rancheria Mitigation Memo 4-16-24.pdf](#)
- [Journal request.pdf](#)
- [Budget Increase Request.pdf](#)

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Deputy Chief Probation Officer

April 16, 2024

Adam Dalton
Tribal Chairperson
Jackson Rancheria Casino Resort
12222 New York Ranch Rd
Jackson, CA 95642

RE: Impacts – Amador County Probation Department

Tribal Chairperson Dalton;

Among many other things, the Amador County Probation Department is responsible for the supervision of offenders placed on grants of Probation Supervision, Mandatory Supervision, Post Release Community Supervision, Pretrial Supervision and offenders allowed to complete a custodial sentence on our Alternative Sentencing Program. Probation Officers are charged with ensuring offenders are compliant with not only their conditions of supervision but also the law for periods of up to five years and in some instances, longer.

At any given time, the Amador County Probation Department has approximately 2000 offenders under its jurisdiction.

In past years going back to 2016, Jackson Rancheria related cases/offenders made up 9% of the cases/offenders on our supervision caseloads. It appears there has been nothing substantial to believe that number may have significantly changed.

It is important to note the numbers above do not include cases/offenders sentenced to state prison where the Probation Department may have completed a Pre-Sentence Report for the Court, processed a case/offender for the Alternative Sentencing Program who was not assigned supervision and/or any other processing of cases/offenders who were not also placed on supervision.

Since our departmental budget for the 2024/2025 fiscal year has not been approved as of this date, the fiscal year 2023/2024 Probation Department approved budget is/was \$3,318,922.00. Nine percent (9%) of our approved budget is \$298,702.98.

The Amador County Probation Department respectfully requests impact funding in the amount of \$298,702.98.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark J. Bonini".


Mark J. Bonini
Chief Probation Officer

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Deputy Chief Probation Officer

Memo

To: Tacy Oneto Rouen, Auditor-Controller
From: Mark J. Bonini, Chief Probation Officer 
CC:
Date: 11/14/2024
Re: FY 24/25 Budget #2350 Increase to Correct Jackson Rancheria Contribution Request

The Probation Department's contribution request to Jackson Rancheria Casino for FY 24/25 was \$298,702.98 per our memo to Tribal Council (attached), however, our budget was inadvertently submitted/approved with last year's contribution request of \$290,771.00.

Please expense the difference, **\$7,931.98**, to 7700 - 58398 and deposit the funds into Probation's revenue account 2350 - 46781.

If you have any questions, please do not hesitate to contact me.

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: 11/14/2024

REQUESTED BY: Mark Bonini 

DEPARTMENT: Probation

APPROVED BY:

ADMINISTRATIVE OFFICER: _____ Date: _____

ADMINISTRATIVE COMMITTEE: _____ Date: _____

BOARD OF SUPERVISORS: _____ Date: _____

AUDITOR/CONTROLLER: _____ Date: _____ Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
2350	46781	7,931.98		2350	46781	7,931.98	

REASON FOR THE REQUEST:
 Our contribution request for 24/25 was \$298,702.98 per our memo to Tribal Council (attached), however, our budget was inadvertently submitted/approved with last years contribution request of \$290,771.00.

BUDGET TRANSFER:
 TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL
 TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
 FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:
 TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:
 IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: November 26, 2024

SUBJECT

Environmental Health: Approval of a purchase of new Environmental Health program software.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Scott Meyer, EH Director, Auditor, Budget Director

ATTACHMENTS

- [Supervisor Purchase Request Memo.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL HEALTH DEPARTMENT

PHONE: (209) 223-6439
 FAX: (209) 223-6254
 WEBSITE: www.amadorgov.org
 EMAIL: ACEH@amadorgov.org

COUNTY ADMINISTRATION CENTER 810 COURT STREET • JACKSON, CA 95642-2132

Memorandum

TO: Board of Supervisors

FROM: Scott Meyer, Director *SM*
 Environmental Health Department

DATE: November 15, 2024

RE: Purchase of Environmental Health Software

PURPOSE: We are requesting approval for the purchase of new Environmental Health program software. It is important to note that the existing Environmental Health program software will be discontinued on December 31, 2025.

RECOMMENDATION: It is recommended that the County approve the purchase of the new Environmental Health program software.

ATTACHMENTS: **Software Estimate**

Implementation Costs:

Project management, business analysis, configuration and training:	\$45,000.00
Historical data conversion: Full Data Conversion	\$30,000.00
CERS Integration.	\$10,000.00

Total Implementation. Costs to be paid with ARPA Funding.	\$85,000.00
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Annual Recurring Costs:

License Fees for 3 Full Time Employees (Inspector & Supervisor)	\$5,400.00
CERS Exchange (State Website)	\$3,500.00
Hedgerow Hosting	\$12,000.00

Total Annual Recurring Costs to be paid out of the Environmental Health Department's budget annually.	\$20,900.00
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Board of Supervisors Agenda Item Report

Submitting Department: Human Resources
Meeting Date: November 26, 2024

SUBJECT

Reclassification of a part-time Outreach Technician to a part-time Outreach Specialist in the Public Health Department.

Recommendation:

Approve.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo - Public Health Reclassifications.doc](#)
- [Reclassification Form & Supporting Doc 11.14.24.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors
FROM: Lisa Gaebe, Human Resources Director
DATE: November 14, 2024
SUBJECT: Agenda Item for November 26, 2024 Board Consent Agenda
Public Health Department – Reclassification Request

The Public Health Director has submitted the following reclassification request:

- Reclassify Genna Ewing from a part-time Outreach Technician, Range 1892, Step A (\$23.50) to Step E (\$28.56), to a part-time Outreach Specialist, Range 2126, Step A (\$25.84) to Step E (\$31.40). This reclassification is warranted due to the substantial increase in responsibilities, including Medi-Cal billing and Electronic Health Record (EHR) management, both of which require specialized skills and a higher level of responsibility.

An employee reclassified to a class at a higher range shall be placed at the step closest to but not lower than their previous salary.

Public Health has the funding to support the reclassification request.

SEIU Local 1021 was notified about the reclassification on November 14, 2024.

If the Board does not approve the Director's request to reclassify this position, the employee will remain in their current classification and the department may not be able to meet the requirements for their programs or the needs of the community.

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

****MUST COMPLETE ALL THREE (3) PAGES****

DATE:
11.13.24

DEPARTMENT:
Public Health

BUDGET NUMBER:
4000

DEPARTMENT HEAD NAME:
Joanne Hasson

DEPARTMENT HEAD TITLE:
Director

RECLASSIFICATION ADD NEW POSITION EFFECTIVE DATE:

CURRENT CLASSIFICATION: N/A
Outreach Technician

TITLE OF PROPOSED CLASSIFICATION:
Outreach Specialist

NAME OF EMPLOYEE:
Genna Ewing

PROPOSED SALARY: (in some cases a salary survey may be required)
29.91/hour

PROPOSED RANGE:

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

Significant and permanent changes in the assigned responsibilities

Permanent increased workload – reason for increase _____

Change in level of supervision received and/or exercised

Department reorganization

Other _____

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

See attachment

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

Yes, we do, but the staff is completely saturated with their current roles and grant deliverables.

Please explain what evaluations have been performed to justify this request?

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

EHR management, medi-cal billing.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature: *Joanne Hasson Public Health Director / my jr*

Director of Human Resources Signature: *Jessie Oebe*

HUMAN RESOURCES USE ONLY

Date Received: 11/13/2024

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

I am proposing the reclassification of the Outreach Technician position to Outreach Specialist due to the significant increase in responsibilities and duties taken on by the current Outreach Technician. These new tasks, including Medi-Cal billing, and Electronic Health Record (EHR) management, require specialized skills and a higher level of responsibility. The expanded scope of work and increased workload no longer aligns with the traditional duties of an Outreach Technician, and reclassifying the role would more accurately reflect the current workload, ensuring proper recognition, compensation, and organizational alignment. This adjustment will support the continued effectiveness and the team's overall success. No general funds will be needed to support this position.

Board of Supervisors Agenda Item Report

Submitting Department: Social Services
Meeting Date: November 26, 2024

SUBJECT

Social Services: Housing Disability and Advocacy Program (HDAP) 2024/25 Funding Allocation.

Recommendation:

To review memo and authorize Director of Social Services to accept funding of \$100,000 for State fiscal year 2024/25

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [Memo Acceptance of HDAP funds.docx](#)



DEPARTMENT OF SOCIAL SERVICES

10877 Conductor Blvd. Sutter Creek, CA 95685 209-223-6550

Date: October 23, 2024

To: Amador County Board of Supervisors

From: Anne Watts, Director, Amador County Department of Social Services

Re: Request to accept funds for the Housing and Disability Advocacy Program (HDAP)

The Amador County Department of Social Services would like to accept funds in the amount of \$100,000.00 to continue to implement the Housing and Disability Advocacy Program (HDAP) through June 30, 2025. No funding match is required.

HDAP provides housing supports and disability benefit application assistance and advocacy to individuals, youth, and families likely eligible for disability benefits and experiencing homelessness or at risk of homelessness. Priority is given to serving people with the highest needs and vulnerabilities, which should include individuals experiencing chronic homelessness or with severe health conditions. HDAP is intended to support participants in meeting two important program goals, including securing disability benefits and stabilizing in permanent housing. All four of the following components are offered: outreach, case management, disability benefits advocacy, and housing assistance. HDAP case management begins upon entry to the program and continues throughout until a person is stably housed, helping to coordinate each step of the disability advocacy and housing process.

Amador County Department of Social Services has a contract with the Amador Tuolumne Community Action Agency (ATCAA) for implementation of HDAP through June 30, 2025. These additional funds will provide an opportunity for ATCAA and their subcontractor, Sierra Wind Wellness and Recovery Center, to expand case management and support to program participants.

If it is decided to not accept these funds, the resources available to this population would be limited. These individuals may have to continue to rely on other programs, such as General Assistance, which is a county funded program.

RECOMMENDATION

It is recommended that the Board of Supervisors authorize Anne Watts, Director of the Amador County Department of Social Services, to accept the funds made available to Amador County to continue to implement the Housing and Disability Advocacy Program.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources
Meeting Date: November 26, 2024

SUBJECT

Resolution Regarding Salaries and Fringe Benefits for Management Employees.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Mark Bonini -Management Representative

ATTACHMENTS

- [Management_Resolution \(draft\) 11.26.24.docx](#)
- [Memo-Management Employees.doc](#)
- [Management Salary DRAFT 9.29.2024 Amended 11.26.2024.pdf](#)

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO) RESOLUTION NO. 24-xxx
SALARIES AND FRINGE BENEFITS)
FOR MANAGEMENT EMPLOYEES)

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

Effective September 30, 2024

- Increase the pay rate for the Air Pollution Control Officer to \$54.89 (This adjustment follows a prior 4% increase, resulting in a cumulative total increase of 5.75%).

Effective the pay period that encompasses November 1, 2024:

- Increase the pay rate for the Air Pollution Control Officer to \$60.38. - This adjustment is being made at the request of the Air District Board to ensure that the updated pay rate is 10% higher than the pay rate in effect as of October 1, 2024
- Adjust the pay rate for the Director of Solid Waste to \$69.57.

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.

Classification and Wage Plan as listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35) and forty (40) years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, 30, 35 and 40 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.15%*
30	15.650%*
35	18.150%*
40	20.650%*

* These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

5. **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.

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 responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. All “Classic” members of PERS, regardless of hire date, shall pay the full seven percent (7%) PERS classic member contribution except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. These employees will be paying seven percent (7%) of their EPMC and the County will be paying two percent (2%) of their

EPMC.

- B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 (“PEPRA”), as amended, shall pay one-half (½) of the Normal Cost as determined by PERS.
 - C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.
 - D. 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. All employees shall contribute 2.5% of the total cost of the insurance premiums and the County will contribute 97.5 % of their insurance premiums
 - B. A cash payment of \$253.41 per pay period (based on 24 pay periods annually) shall be paid to all Management employees in lieu of major medical insurance benefits after proof of other major medical insurance has been obtained. Part-time Management employees are eligible for a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above. . If the employee waives all benefits, except life insurance the cash total is \$3.17 per hour worked and will be paid based on twenty-four (24) pay periods annually.
 - 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 earn and accrue paid sick leave for illness or injury to the employee or the employee’s immediate family member.
- 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.
 - C. Unused sick leave shall accrue from year to year.
 - D. 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 their matching and/or discretionary \$23.08 per pay period (based on 26 pay periods per year) up to \$600.00 annually to a 401 (a) Plan 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 Management employees who participate in an organized fitness program or organized weight-reduction program.

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 26th day of November, 2024 by the following vote:

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

NOES:

ABSENT:

Chairman, Board of Supervisors

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

Deputy



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors
FROM: Lisa Gaebe, Human Resources Director
DATE: November 18, 2024
SUBJECT: Agenda Item November 26, 2024 Board Agenda Consent Agenda
Management Resolution Regarding Salaries and Fringe Benefits

The Management Resolution Regarding Salaries and Fringe Benefits has been amended to include the following:

Effective September 30, 2024

- Increase the pay rate for the Air Pollution Control Officer to \$54.89 (This adjustment follows a prior 4% increase, resulting in a cumulative total increase of 5.75%).

Effective the pay period that encompasses November 1, 2024:

- Increase the pay rate for the Air Pollution Control Officer to \$60.38. - This adjustment is being made at the request of the Air District Board to ensure that the updated pay rate is 10% higher than the pay rate in effect as of October 1, 2024
- Adjust the pay rate for the Director of Solid Waste to \$69.57.

If the Board does not adopt and authorize the chairman to sign the proposed pay increase the agreed-upon change will not be implemented.

APPENDIX A
MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN
5.75% Increase Effective 9/29/2024
(Amended 11/26/2024)

Classifications	Hourly Rate	Bi-weekly Salaries
Agricultural Commissioner	\$66.23	\$5,298.40
Air Pollution Control Officer***	\$54.89	\$4,391.20
Air Pollution Control Officer*	\$60.38	\$4,830.40
Behavioral Health Director	\$77.12	\$6,169.60
Community Development Director**	\$84.14	\$6,730.77
County Counsel	\$103.10	\$8,248.00
County Librarian	\$60.98	\$4,878.40
Director of Social Services	\$77.12	\$6,169.60
Director of Solid Waste*	\$69.57	\$5,565.60
Director of Transportation and Public Works	\$77.13	\$6,170.40
District Attorney, Chief Assistant	\$84.64	\$6,771.20
General Services Administration Director	\$87.32	\$6,985.60
Health and Human Services Director	\$84.64	\$6,771.20
Health Officer (Part-time position)	\$87.50	
Health Officer (Full-time position)	\$87.50	\$7,000.00
Human Resources Director	\$73.00	\$5,840.00
Information Technology Director	\$77.91	\$6,232.80
Probation Officer, Chief	\$84.64	\$6,771.20
Public Health Director	\$77.12	\$6,169.60
Public Services Director	\$53.08	\$4,246.40
Undersheriff	\$88.87	\$7,109.60
Veterans Services Officer	\$44.99	\$3,599.30

*effective 11/01/2024

**effective 10/8/2024

***effective 9/29/2024

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff
Meeting Date: November 26, 2024

SUBJECT

Notification to Civilian Governing Body and Local Community

Recommendation:

Approval of Notification to Civilian Governing Body and Local Community

4/5 vote required:

No

Distribution Instructions:

Sheriff

ATTACHMENTS

- [11192024.pdf](#)



November 19, 2024

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” was signed. In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

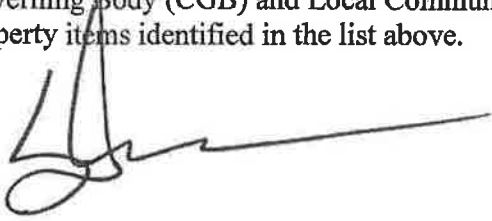
- 1) Notify their Civilian Governing Body (CGB) (*i.e.*, *City Council, County Government or other local governing body*) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Amador County Sheriff’s Office may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

Controlled Property Description	Controlled Property Description	Controlled Property Description
ALL TERRAIN VEHICLE (ATV)	INSULATION BLANKET	SIGHT, BORE, OPTICAL
AMMUNITION CONTAINER	LIFE PRESERVER, VEST	SIGHT, HOLOGRAPHIC
ARMORED VEHICLE	MAGNIFIER	SIGHT, INFINITY
BARRIER, VEHICLE ARRESTING, PORTABLE	MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MEDICAL/FIRST AID SUPPLIES	SMALL ARMS STORAGE RACKS
BLANKETS	MISC SMALL ARMS PARTS	SPOTTING INSTRUMENT, OPTICAL
BREATHING APPARATUS	MISCELLANEOUS COMMUNICATION EQUIPMENT	TARGET, TRAINING, MOBILE
CAMERA SYSTEM	MULTIMEDIA PROJECTION SET	TELESCOPE
COMPASS	NIGHT VISION DEVICE	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NIGHT VISION GOGGLE	THERMAL CAMERA
CONTAINER, AMMUNITION	NON-ARMORED HMMWV	THERMAL CAMERA ACCESSORIES
CONVERSION KIT, RIFLE	OFFICE EQUIPMENT	TRAINING AID/SIMULATORS
DECONTAMINATION DEVICES	OFFICE SUPPLIES	TRAINING AIDES/DEVICES
DECONTAMINATION SYSTEM	PORTABLE RADIO	VEHICLE REPAIR PARTS/COMPONENTS
DIVER'S SUIT	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
EXPLOSIVE ORDINANCE DISPOSAL ROBOT	RADIOS	SMALL ARMS PARTS/ACCESSORIES
FACEMASK	RANGE FINDER, LASER	SMALL ARMS
FLASHLIGHTS	RANGE FINDER-TARGET DESIGNATOR, LASER	HUMAN REMAINS POUCH
FLOODLIGHT	RED DOT SIGHT	FITNESS EQUIPMENT
FORWARD LOOKING INFRARED IMAGING SYSTEM	RIFLESCOPE	STORAGE RACKS/SHELVING
GENERATOR SET	SEARCHLIGHT	TRAILER
GLOBAL POSITIONING SATELLITE (GPS)	SHIELD, BALLISTIC	

PROUD TO SERVE • READY TO PROTECT

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and Local Community of my agency's intent to request the controlled property items identified in the list above.

A handwritten signature in black ink, appearing to read 'Gary W. Redman', with a long horizontal line extending to the right.

Chief Law Enforcement Official, Sheriff - Coroner Gary W. Redman
Amador County Sheriff's Office

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: November 26, 2024

SUBJECT

Apply the remaining ARPA allocation to public protection wages in the General Fund, resulting in a one-time salary savings. Transfer the unallocated portion of the salary savings to Public Works for Board approved projects.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Auditor, Budget Analyst

ATTACHMENTS

- [Memo_Budget Increase GF to 3000.pdf](#)
- [Journal_ARPA Trust to 2753.pdf](#)
- [Journal_ARPA Fund to General Fund.pdf](#)
- [Journal_General Fund to Road Fund.pdf](#)
- [Budget Increase.pdf](#)



**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.gov.org

MEMORANDUM

TO: Board of Supervisors
FROM: Kim Holland, Budget Analyst
DATE: November 14, 2024
SUBJECT: One-Time Salary Savings Transfer to Public Works

Background: The December 31, 2024 deadline to expend or obligate the balance of the County's American Rescue Plan Act (ARPA) allocation is fast approaching. To meet the deadline and comply with the ARPA guidelines, the balance of the County's allocation has been applied to public protection wages resulting in a one-time salary savings to the General Fund.

In keeping with the Board's commitment to funding County roads, it seemed appropriate to direct the unallocated salary savings to the Public Works department. A budget increase and journals to facilitate a transfer of the one-time salary savings into the General Fund to Public Works for road projects is respectfully submitted the Board for consideration.

Recommendation: Approve the budget increase and journal to transfer one-time savings to the General Fund to Public Works. Authorize the Auditor-Controller to move funds.

Alternatives: Direct staff to apply the salary savings towards other needs.

Fiscal or Staffing Impacts: N/A

4/5ths vote: Yes

Attachments: Budget Increase and Journals

COUNTY OF AMADOR

JACKSON, CALIFORNIA

STANDARD JOURNAL ENTRY

AUDITOR-CONTROLLER'S OFFICE

DATE: 11/19/2024 JE NO:

BY:

BATCH

APPROPRIATION LEDGER					GENERAL LEDGER			
DESCRIPTION	DEPT/FUND	ACCOUNT	DEBIT	CREDIT	FUND	CASH ACCOUNT	DEBIT	CREDIT
Transfer balance of ARPA Trust funds to the ARPA Fund for public protection salaries	7700	58805	2,897,702.77		31100	101805		2,897,702.77
	2753	45565		2,897,702.77	30900	101275	2,897,702.77	

COUNTY OF AMADOR

JACKSON, CALIFORNIA

STANDARD JOURNAL ENTRY

AUDITOR-CONTROLLER'S OFFICE

DATE: 11/19/2024 JE NO: _____

BY: _____

BATCH

APPROPRIATION LEDGER					GENERAL LEDGER			
DESCRIPTION	DEPT/FUND	ACCOUNT	DEBIT	CREDIT	FUND	CASH ACCOUNT	DEBIT	CREDIT
Transfer balance of ARPA funds to the General Fund for public protection salaries	2753	57050	2,897,702.77		30900	101275		2,897,702.77
	1902	47940		2,897,702.77	11000	101110	2,897,702.77	

COUNTY OF AMADOR

JACKSON, CALIFORNIA

STANDARD JOURNAL ENTRY

AUDITOR-CONTROLLER'S OFFICE

DATE: 11/19/2024 JE NO: _____

BY: _____

BATCH

APPROPRIATION LEDGER					GENERAL LEDGER			
DESCRIPTION	DEPT/FUND	ACCOUNT	DEBIT	CREDIT	FUND	CASH ACCOUNT	DEBIT	CREDIT
Transfer one-time salary savings in General Fund to Road Fund for Board approved projects.	1902	57021	1,810,924.90		11000	101110		1,810,924.90
	3000	47940		1,810,924.90	12000	101120	1,810,924.90	

- BUDGET TRANSFER REQUEST
OR (CHECK ONLY ONE)
 BUDGET INCREASE REQUEST

DATE: _____

REQUESTED BY: _____

DEPARTMENT: _____

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$

REASON FOR THE REQUEST:

BUDGET TRANSFER:
 TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL
 TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
 FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:
 TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:
 IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources
Meeting Date: November 26, 2024

SUBJECT

Human Resources: Memorandum of Understanding between the County of Amador and Service Employees International Union (SEIU) Local 1021 for the period of October 1, 2024 through September 30, 2026.

Recommendation:

Approve the revised agreed upon Memorandum of Understanding between the County of Amador and the Service Employees International Union (SEIU) 1021 for the term of October 1, 2024 through September 30, 2026.

4/5 vote required:

No

Distribution Instructions:

Human Resources, Auditor

ATTACHMENTS

- [Memo SEIU MOU.pdf](#)
- [Resolution SEIU MOU.pdf](#)
- [Amador_SEIU_2024-2026_FINAL_v5_20241119.pdf](#)
- [Amador_SEIU_2024-2026_DRAFT_v5_20241119.docx](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: November 1, 2024

SUBJECT: Agenda Item for November 26, 2024 Board Consent Agenda
Service Employees International Union Local 1021 Memorandum of Understanding

On October 30, 2024, the Service Employees International Union (SEIU) Local 1021 tentatively ratified the Memorandum of Understanding (MOU) between the County and SEIU. Accordingly, it is requested that the Board adopt the resolution and authorize the Chairman to sign the MOU. The Agreement, upon ratification by the Board of Supervisors, will be effective from October 1, 2024, through September 30, 2026.

Should the Board not approve the MOU and authorize the Chairman's signature, the terms outlined in the Agreement will not be ratified.

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

IN THE MATTER OF:

RESOLUTION APPROVING EMPLOYEE)	
AGREEMENT WITH THE AMADOR COUNTY)	RESOLUTION NO. 24-XXX
SERVICE EMPLOYEE INTERNATIONAL)	
UNION (SEIU) 1021 FOR OCTOBER 1, 2024-)	
SEPTEMBER 30, 2026)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the employee bargaining agreement by and between the County of Amador and the Service Employees International Union (SEIU) Local 1021 on the terms and conditions contained therein for the period of October 1, 2024 through September 30, 2026; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 26th day of November, 2024 by the following vote:

AYES: Patrick Crew, Frank Axe, Richard Forster, Brian Oneto, and Jeff Brown
NOES: None
ABSENCE: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

**Memorandum of Understanding
Between the
County of Amador
and the
Service Employees International Union**



FOR THE PERIOD OF OCTOBER 1, 2024

THROUGH SEPTEMBER 30, 2026

**GENERAL EMPLOYEES REPRESENTATION UNIT
TABLE OF CONTENTS**

SECTION 11
 AGREEMENT1
SECTION 2 2
 EFFECT OF AGREEMENT 2
SECTION 3 3
 WAIVER OR BREACH OF AGREEMENT 3
SECTION 4 4
 EMBODIMENT 4
SECTION 5 5
 SEVERABILITY 5
SECTION 6 6
 WAIVER OF NEGOTIATIONS..... 6
SECTION 7 7
 NONDISCRIMINATION 7
 HARASSMENT 7
SECTION 8 8
 COUNTY RIGHTS 8
 CALL-OFFS 9
SECTION 910
 EMPLOYEE RIGHTS10
 REPRESENTATION10
 PERSONNEL FILES10
SECTION 10.....11
 RECOGNITION11
SECTION 11.....12
 UNION RIGHTS12
 NEGOTIATING REPRESENTATIVES12
 NOTICE OF INTENT TO OPEN NEGOTIATIONS12
 UNION PARTICIPATION IN NEW HIRE ORIENTATION – COUNTY OBLIGATION TO PROVIDE CERTAIN NEW
 HIRE INFORMATION.....12
 OTHER UNION RIGHTS.....13
 UNION STEWARDS13
 REIMBURSABLE LONG TERM PAID RELEASE TIME14
 COPE DEDUCTIONS15
SECTION 12.....16
 CONCERTED ACTIVITIES.....16
SECTION 13.....17
 SAFETY CONDITIONS17
 SAFETY EQUIPMENT17
 WORK-RELATED INJURY OR ILLNESS17
 UNSAFE EQUIPMENT/CONDITIONS17
 RIGHT TO REFUSE UNSAFE WORK17
 SAFETY COMMITTEE18
SECTION 14.....19
 PROBATIONARY PERIOD19
 TIME FRAMES.....19
 PERFORMANCE APPRAISALS19
 TERMINATION DURING PROBATIONARY PERIOD19
 RETURN TO PREVIOUS POSITION20
 EXTRA-HELP EMPLOYEES20
 PERMANENT STATUS.....20
 STEP ADVANCEMENTS.....20
 NEW EMPLOYEE ORIENTATION20

SECTION 15.....	21
PERFORMANCE APPRAISALS	21
PURPOSE	21
APPRAISERS	21
PARTICIPATORY NATURE	21
FORMS	21
PERMANENT EMPLOYEES	21
PERFORMANCE APPRAISALS DURING PROBATIONARY PERIOD	21
PERFORMANCE APPRAISALS FOR EMPLOYEES WHO HAVE PASSED PROBATION	22
REVIEW	22
EMPLOYEE’S RIGHT TO RESPOND.....	22
APPEALS	22
TRAINING.....	22
SECTION 16.....	23
EXTRA-HELP EMPLOYEES	23
WORKWEEK	23
SECTION 17.....	24
SENIORITY/LAYOFFS/RECALL	24
LAYOFFS	24
SENIORITY	24
CATEGORIES OF SENIORITY DEFINED	24
REDUCTIONS IN SENIORITY	24
NOTICE	25
LAYOFFS	25
BUMPING RIGHTS.....	25
PART-TIME/FULL-TIME/EXTRA-HELP BUMPING	25
TIES IN SENIORITY.....	25
RECALL FROM LAYOFF	26
LIST DURATION.....	26
OPEN POSITIONS.....	26
RIGHT OF RECALL.....	26
SECTION 18.....	27
DISCIPLINARY ACTIONS	27
JUST AND SUFFICIENT CAUSE.....	27
PROCEDURES.....	28
PROGRESSIVE DISCIPLINE	28
DISCIPLINE	29
EMPLOYEE NOTIFICATION	29
STEP 1. SKELLY RIGHTS	29
STEP 2. COUNTY ADMINISTRATIVE OFFICER	30
APPEAL TO STEP 3	30
STEP 3. EVIDENTIARY HEARING	31
COSTS	31
ADMINISTRATIVE LEAVE.....	31
SECTION 19.....	33
GRIEVANCES	33
INFORMATION.....	33
TIMELINESS	33
NO LOSS OF PAY.....	33
STEP 1. AGENCY/DEPARTMENT/EMPLOYEE	33
STEP 2. COUNTY ADMINISTRATIVE OFFICER.....	34
SECTION 20	35
SICK LEAVE AND LEAVES OF ABSENCE	35
SICK LEAVE - ELIGIBILITY	35
DEFINITION OF ILLNESS OR INJURY	35
UNUSED SICK LEAVE.....	35
COMPENSATORY TIME OFF (CTO)/VACATION LEAVE.....	35

DOCTOR'S RELEASE	36
CONCURRENT USE OF SDI/SICK LEAVE/VACATION LEAVE.....	36
WORKERS' COMPENSATION INSURANCE	37
BEREAVEMENT LEAVE	38
JURY DUTY OR TESTIMONY ON BEHALF OF COUNTY.....	38
PERSONAL NECESSITY LEAVE (PNL).....	38
EXAMINATIONS OR INTERVIEWS	39
MILITARY LEAVE.....	39
CATASTROPHIC LEAVE BANK	39
FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)	40
MATERNITY/CHILD BONDING LEAVE.....	40
SEARCH AND RESCUE	40
OTHER LEAVES	41
NO BREAK IN SERVICE	41
UNAUTHORIZED ABSENCE.....	41
REINSTATEMENT	41
SECTION 21.....	43
HOLIDAY LEAVE	43
ELIGIBILITY	43
ADDITIONAL PAID HOLIDAYS	43
SATURDAY OR SUNDAY	43
PART-TIME HOLIDAY ACCRUAL	43
ELIGIBILITY FOR HOLIDAY PAY	43
PAY FOR HOLIDAYS WORKED	44
ALTERNATIVE WORK SCHEDULE HOLIDAY LEAVE	44
SECTION 22	45
VACATION LEAVE	45
ELIGIBILITY AND ACCRUAL	45
SECTION 23	47
HOURS OF WORK.....	47
WORKDAY.....	47
STAFFING SCHEDULES.....	47
ALTERNATIVE WORK SCHEDULES.....	47
LUNCH BREAKS	47
REST PERIODS.....	47
DUTY-FREE BREAKS, LUNCHESES	47
FLSA COMPLIANCE.....	48
FLEXIBLE SCHEDULES FOR EMPLOYEE DEVELOPMENT	48
WORKWEEK	48
CANCELED SHIFTS	48
STANDBY COMPENSATION	49
OVERTIME COMPENSATION.....	49
COMPENSATORY TIME OFF (CTO)	50
SHIFT DIFFERENTIALS	50
CALL-BACK PAY.....	50
SECTION 24	51
HEALTH AND WELFARE BENEFITS	51
MAJOR MEDICAL INSURANCE COVERAGE	51
HEALTH INSURANCE ADVISORY COMMITTEE.....	51
OTHER BENEFITS PROVIDED BY COUNTY	51
EMPLOYEES COVERED BY NON-COUNTY MAJOR MEDICAL INSURANCE	51
BOTH SPOUSES EMPLOYED BY COUNTY.....	52
ELIGIBILITY	52
RIGHT TO PURCHASE ADDITIONAL BENEFITS	52
REGULAR AND PERMANENT PART-TIME COVERAGE	52
ENROLLMENT	52
DEFERRED COMPENSATION ANNUITY PROGRAM.....	53

DISABILITY INSURANCE	53
PERSONAL BELONGINGS	53
MILEAGE AND TRAVEL ALLOWANCES	53
ERS RETIREMENT COVERAGE	54
RETIREES' PERS ADMINISTRATIVE FEE	55
SAFETY SHOE ALLOWANCES	55
EMPLOYEE WELLNESS PROGRAM.....	56
EMPLOYEE ASSISTANCE PROGRAM (EAP).....	56
HEALTH EXAMINATIONS OR FITNESS FOR DUTY TESTS.....	56
SECTION 125 OF THE INTERNAL REVENUE CODE.....	57
SECTION 25	58
CLASSIFICATIONS AND WAGES.....	58
EQUITY ADJUSTMENTS.....	58
RECLASSIFICATIONS	58
TEMPORARY ASSIGNMENTS.....	58
PROMOTIONS	59
POSITIONS WITH AUTOMATIC PROGRESSION	59
WAGES.....	59
WARRANTS	60
STEP ADVANCEMENTS.....	60
LONGEVITY INCREASES.....	61
MISCELLANEOUS STIPENDS	62
SECTION 26	64
OPEN POSITIONS	64
DISCLOSURE BY APPLICANTS.....	64
NOTICE	64
FILLING OF POSITIONS.....	64
SECTION 27	66
PROFESSIONAL EMPLOYEES	66
SECTION 28	68
LABOR-MANAGEMENT COMMITTEE	68
SECTION 29	69
RECOMMENCEMENT OF NEGOTIATIONS.....	69
SECTION 30	70
TERM, WITNESSES, AND SIGNATORS	70
APPENDIX A - DEFINITIONS	72
APPENDIX B - GENERAL UNIT HOURLY CLASSIFICATION AND WAGE PLAN.....	76
5.75% INCREASE EFFECTIVE 10/01/2024	76
APPENDIX B - PROFESSIONAL EMPLOYEES HOURLY CLASSIFICATION AND WAGE PLAN.....	80
5.75% INCREASE EFFECTIVE 10/01/2024	80
APPENDIX B - GENERAL UNIT HOURLY CLASSIFICATION AND WAGE PLAN.....	81
3.5% INCREASE EFFECTIVE 10/01/2025	81
APPENDIX B - PROFESSIONAL EMPLOYEES HOURLY CLASSIFICATION AND WAGE PLAN.....	85
3.5% INCREASE EFFECTIVE 10/01/2025	85
APPENDIX C - MERIT SYSTEM POSITIONS - DEPARTMENT OF SOCIAL SERVICES	86
APPENDIX D - SIDE LETTER A.....	87
"COUNTY ISSUED ELECTRONIC DEVICES".....	87
APPENDIX D - SIDE LETTER B	88
"BEHAVIORAL HEALTH REHABILITATION SPECIALIST STIPEND"	88
APPENDIX D - SIDE LETTER C	89
"HEALTH EDUCATOR I STIPEND"	89

SECTION 1

AGREEMENT

1.1. This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the "County", and the General Employees Representation Unit of the Service Employees International Union Local 1021, hereinafter referred to as the "Union".

1.2. This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code §3500-3510.

1.3. The following appendices, attached hereto, are incorporated herein by reference as a part of this Agreement:

Appendix A: Definitions

Appendix B: Classifications and Wages

Appendix C: Merit System Positions

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Union, or its successors, for the period from October 1, 2024 or the date of its ratification and adoption by the Board of Supervisors, whichever is later, through September 30, 2026; but for any period subsequent to September 30, 2026, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the Union in accordance with the provisions of this Agreement, and of California Government Code §3500-3510, or its successors.

1.5. All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the County and the Union until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

SECTION 2

EFFECT OF AGREEMENT

- 2.1. The provisions of this Agreement shall prevail over County policies, practices, procedures, and resolutions to the extent inconsistent herewith and over state law to the extent permitted by state law.
- 2.2. Except as provided in Sections 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, so long as they are not inconsistent with the specific terms of this Agreement, provided it does not involve a matter which is subject to required negotiations under the Meyers-Milias-Brown Act.
- 2.3. Certain positions of County employment within the Department of Social Services are required by State Law to be covered by the Merit System Personnel Standards of the State Personnel Board, which are set forth in Title 2, Division 5 of the California Code of Regulations. Some Sections within this Agreement, including but not necessarily limited to Section 17 Seniority/Layoffs/Recall and Section 18 Disciplinary Actions, contain provisions that may directly conflict with the Merit System Personnel Standards. To the extent any provisions of this Agreement are directly in conflict with the Merit System Personnel Standards, the Merit System Personnel Standards shall supersede and take precedence over those provisions. The positions subject to the Merit System Personnel Standards are set forth in Appendix C.

SECTION 3

WAIVER OR BREACH OF AGREEMENT

3.1. Waiver or breach of any provision of this Agreement shall not constitute any future waiver or breach of this Agreement.

SECTION 4

EMBODIMENT

4.1. This Agreement sets forth the full and complete Agreement between the County and the Union on all subjects contained herein and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon.

4.2. There are no valid or binding representations, inducements, promises, or agreements, oral, or otherwise, between the County and the Union, except those embodied herein.

SECTION 5

SEVERABILITY

5.1. If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the County which shall render invalid, or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

5.2. In the event of such severance of a provision of this Agreement, the County and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

SECTION 6

WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Sections 1.4, 2.2, 5, 29, and 30 of this Agreement, the County and the Union, or its successors, expressly waive and relinquishes the right, during the term of this Agreement, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code §3504, or its successors, whether or not any such subject is covered by this Agreement, and whether or not any such subject was negotiated, or was within the contemplation or knowledge, of either the County or the Union during negotiations leading to this Agreement; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this employee representation unit, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of the Agreement if the County and the Union mutually agree to negotiate any provision hereof. If the County proposes to change anything which is subject to meeting and conferring under the law during the term of this Agreement, the County will notify the Union and will negotiate on that specific issue, if requested to do so.

SECTION 7

NONDISCRIMINATION

7.1. The provisions of this Agreement shall be applied, subject to state and/or federal law, without discrimination because of mental, physical or sensory handicap, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, union activity, or membership or non-membership in any employee organization.

7.2. The County and the Union shall share jointly in the responsibility for application of Section 7.1.

HARASSMENT

7.3. Harassment may be summarized as follows: Harassment consists of any unwelcome verbal or physical conduct directed toward an employee or member of the public doing business with the County, or an employee's participation in creating a hostile work environment. It is described in full in the Amador County Policies & Procedures Manual, which is available in each County department. This policy will be made available to all employees when employment starts. The County policy will also be made available when changes occur in state or federal law. Harassment is cause for disciplinary action as set forth in Section 18. Courtesy, consideration for others, and acknowledgment that the workplace is for working are the collective basis for avoiding harassment.

SECTION 8

COUNTY RIGHTS

8.1. The County retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law, except as such rights, privileges, powers, and authority are expressly abridged by this Agreement. Such rights, privileges, powers, and authority shall include, but shall in no way be limited to, the following:

- A. The right to manage the County generally and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce, or discontinue any County service, operation, or function.
- D. The right to determine and/or change the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.
- E. The right to determine and/or change the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's work force.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted as long as work assignments are related to the affected employee's classification descriptions.
- H. The right to utilize volunteers or inmate workers. No employee shall be required to transport or monitor inmate workers unless said duty is set forth in the employee's job description at the time of hire or as amended with consent of the affected employee and Union. Inmate workers shall be selected in accordance with the Amador County Sheriff's Department Inmate Workers Policy. Further, no employee shall be required to supervise or monitor said inmate workers as inmates but may be required to direct inmate workers as to how to perform work for the County at the employee's job site. No employee shall be responsible for an inmate worker's conduct, whereabouts, productivity or responsiveness to instructions provided by the employee. Any inmate harassing an employee shall be immediately removed upon an employee's request.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract or subcontract any services, operations, or functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just and sufficient cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise,

and retain employees. Employee rights relevant to reclassifications are set forth in Section 25.2. hereof. Employee rights relevant to temporary assignments to a higher class are set forth in Section 25.4. hereof.

- N. The right to determine and/or change class specifications and to classify or reclassify employees in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.
- O. The right to determine, and/or change, productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, change, promulgate, and enforce rules and regulations to promote the safety and health of employees and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out or protect any County service, operation, function, equipment, facility, or employee or member of the public during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in conflict with a specific provision of this Agreement.

CALL-OFFS

8.2. The County may direct an employee to leave his/her worksite if there is insufficient work for said employee to do. Said employee shall not receive any pay, but shall receive other benefits for the time after which he/she has been directed to leave.

8.3. Call-offs shall be voluntary, or, if necessary, in order of inverse seniority within the classification in which there is insufficient work.

8.4. Any employee called off pursuant to this Section may designate said call-off time as vacation leave, holiday leave, or compensatory time off (CTO) to the extent said employee has accrued said leave or compensatory time off (CTO) in order to make up a full work day.

8.5. An employee called off after reporting to work without first having received notice of being called off for work that day as set forth in Section 23.14., et seq., shall receive a minimum of two (2) hours pay for that day.

SECTION 9

EMPLOYEE RIGHTS

Representation

- 9.1. Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join, or participate, in the activities of employee organizations.
- 9.2. Nothing in this Agreement shall prohibit any employee from representing him/herself individually, or from appearing in his/her own behalf in his/her employment relations with the County.

Personnel Files

- 9.3. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which the County is permitted, or required by law, to withhold from the employee.
- 9.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.
- 9.5. Any employee shall have the right to attach to any material in his/her personnel file, in accordance with this Section, his/her comments thereon.
- 9.6. Such attachment shall be made at a time when the employee is not required to be on duty.
- 9.7. At the time of such attachment to his/her personnel file, the employee and the person causing the entry into the employee's personnel file, of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment.
- 9.8. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Human Resources Director shall sign and date such attachment in his/her stead.
- 9.9. An employee may request removal of a letter of reprimand from his or her personnel file. Such request shall be submitted in writing by the employee to the Human Resources Director. The letter shall be removed from the employee's personnel file if no disciplinary action has been taken against the employee in the two years since the letter to be removed was issued.

SECTION 10

RECOGNITION

10.1. The County hereby reaffirms its exclusive recognition of the Union as the exclusive representative of all employees in the General Employees Representation Unit established by Resolution 6058, which includes clerical, technical, professional, blue collar, and supervisory employees.

10.2. The Union, in turn, recognizes the persons designated by the Board of Supervisors to represent the County in the negotiation of this Agreement and agrees that all negotiations leading to the ratification and implementation of this Agreement, along with all amendments and successors thereto, shall be conducted exclusively with the persons so designated.

10.3. All newly created positions assigned to the General Employees Representation Unit, represented by the Union, shall be assigned to such representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successors.

SECTION 11

UNION RIGHTS

Negotiating Representatives

11.1. The County shall allow a reasonable number of representatives designated by the Union and reasonable time off work, which shall not exceed a total of one hundred sixty-six (166) hours, without loss of pay or benefits. Such time off work shall be for formal negotiations with the County for purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment.

Notice of Intent to Open Negotiations

11.2. At least sixty (60) days prior to the expiration of the Agreement, or as set forth in Section 29, the Union shall notify the Human Resources Director, in writing, of the names of the representatives designated by the Union to negotiate with the County in accordance with Sections 11.1 and 29 of this Agreement. The Union shall notify the Human Resources Director, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the County.

Union Participation in New Hire Orientation – County Obligation to Provide Certain New Hire Information

11.3. Notice – Normally the County will give the Union ten (10) days advance notice of the planned new hire orientation via email to the Union’s Chapter President or alternative Union-designated recipient. Less notice may be given if the County determines, in good faith, that acceleration of the new hire orientation is needed to serve pressing operational interests. The notice shall include the information required under AB119 including, but not limited to, the date, time and location of the new hire orientation.

11.4. Number of Union Representatives – The County will, on reasonable written notice, release from scheduled duty up to two (2) Union representatives for up to thirty (30) minutes to meet separately during the orientation with all newly hired employees.

11.5. Inability of Union Representative to Attend – If no Union representative is able to attend the scheduled new hire orientation due to prior commitments or other reasonable cause, the Union and County Human Resources Director shall mutually agree on a time at which such missed meeting segment may be rescheduled.

11.6. New Hire Information – To the extent the information is available in the Human Resource Department non-confidential files, the County shall provide the Union with the following information for each new employee within thirty (30) days of the employee’s date of hire:

- a. Name;
- b. Job classification;
- c. Department;
- d. Initial work location;
- e. Work telephone number;
- f. Home telephone number;
- g. Personal cell phone number;
- h. Personal email address;
- i. Home address

11.7. . The Union shall indemnify and hold the County harmless from any loss, claim, liability or expense (including without limitation the County’s attorneys’ fees and costs) arising from or related in any manner to the payment of service fees and costs or any other terms related to the deduction and distribution of dues and fees on behalf of the Union. It is also agreed that the Union shall not have any claim against the County for any deduction made or not made, unless a written claim of error is submitted to the County Auditor within thirty (30) calendar days after the date such deduction was or should have been made.

11.8. It shall be the employer’s responsibility, once notified in writing by the Union of the amount of dues and fees as determined by the Union, to make the appropriate deductions.

Other Union Rights

11.8. The Union shall have the following additional rights:

- A. **Union Access.** Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. **Use of Facilities.** Use, without charge, of County buildings at reasonable times for Union matters. With the exception of normal wear and tear, the Union shall be responsible for any damage to County property caused by such use.
- C. **Union Bulletin Boards.** Use, without charge, of reasonable space on any County bulletin boards.
- D. **Union Communications.** Use, without charge, of any County interoffice communications systems for transmission of information concerning Union matters. Such use shall not extend to the use of the U.S. Mail or to the making of long distance telephone calls at County expense.
- E. **Access to Information.** Review, at reasonable times, of any public material in the possession of the County.
- F. **Unit Information.** The County will provide to the designated union official via email a bi-weekly report which includes the list of all member names, union dues deduction amounts, deduction status, and deduction method.

Union Stewards

11.9. The following shall apply to Union Stewards.

- A. The Union shall have the right to elect stewards whose purpose is to avoid and/or solve employee-related difficulties prior to those issues escalating into grievance situations.
- B. The Union Stewards will perform their duties according to the following guidelines:

Step #1: Initial contacts from fellow employees may take place on work time if brief in nature and will be kept short. This time is not tracked as release time or time off from work.

Step #2: Union Stewards will seek to set an appointment to discuss the situation with the employee who made the initial contact during non-work hours.

Step #3: If necessary and appropriate, the Union Steward will attend formal meetings with the impacted parties to resolve the difficulty. This meeting time is tracked as release time. The Chief Steward will track release time and report used time to the Human Resources Director.

Step #4: Union stewards will be strongly encouraged to attend monthly Labor-Management Meetings. The Union will inform the Human Resources Director of the names of the stewards, their primary area of representation, and any changes in those names before the steward will be allowed any release time.

- C. The Union shall have the right to elect up to ten (10) stewards who will be given time off without loss of pay or benefits to attend formal meetings such as those identified in Step #3 or hearings held pursuant to Sections 18 or 19 as limited by this section. Such time off will be scheduled with the steward's immediate supervisor and shall not unduly disrupt the work of any employee.
- D. Except for evidentiary hearings which are the final step in Sections 18 and 19 proceedings ("evidentiary hearings"), an employee may be represented at any meeting held pursuant to said sections by either one steward, one Union representative, or one attorney. The foregoing notwithstanding, one steward may attend or represent an employee at an evidentiary hearing along with one or more Union representatives or attorneys.
- E. Training for the position of Union Stewards will be handled by the Union.
- F. The paid County time for formal meetings for Union Stewards shall be a maximum of 40 hours for all stewards as a group for each year of the Agreement (October 1 to September 30) and shall be with the approval of their Department Heads as to scheduling. The stewards' bank of hours shall be jointly administered by the Chief Steward representative and the Human Resources Director.

Reimbursable Long Term Paid Release Time

11.10. Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic or intermittent basis under the following procedures:

- A. The Union officer or steward shall submit a written request to Human Resources at least fifteen (15) business days in advance of the requested leave. The request shall include dates/duration, name and classification.
- B. No more than one (1) unit member shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
- C. SEIU shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employee on leave per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within thirty (30) days of notice regarding administrative fees.
- D. Reimbursement by SEIU shall occur within thirty (30) day of the County's billing to SEIU.

- E. The leave of absence will be approved only if it does not interfere with the performance of County's services and department operations, as determined by the County.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the position and location held prior to such leave, or, if not feasible, a substantially similar position without loss of seniority.

The County shall not be liable for any act, omission or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the County is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the County.

COPE Deductions

11.11. Employees may voluntarily elect to have contributions deducted from their paychecks for SEIU Local 1021's COPE fund. Deductions shall continue until the employee revokes the authorization by written notice to the Union. The County shall transmit the amounts deducted on a bi-weekly basis in a check separate from Union dues.

SECTION 12

CONCERTED ACTIVITIES

12.1. The Union and the County agree that there shall be no strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, nor shall there be any other interference of a similar, or related nature, with the operation of the County by the Union, or by its officers, agents, or members during the term of this Agreement, including Union compliance with the request of another employee organization to engage in such activity.

12.2. The Union recognizes the duty and obligation of its officers and agents to comply with the provisions of this Agreement and to make every effort to induce all employees to comply with provisions of this Agreement. In the event of a strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, or other interference with the operation of the County by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

12.3. As a condition of continued employment, all employees shall be responsible for adhering to the provisions of this Section. Accordingly, violation of any provisions of this Section by an employee shall constitute just cause for disciplinary action against the employee by the County.

12.4. The above provision of this Section notwithstanding, the County does not waive and expressly retains any and all legal and equitable remedies which the County may have against the Union and its officers, agents, or members, or which the County may have against any employee who is represented by the Union.

SECTION 13

SAFETY CONDITIONS

13.1. The County and the Union agree that the need for safe working conditions shall be of importance.

Safety Equipment

13.2. With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County, or by federal, and/or state law, rule, regulation, or order.

13.3. Employees shall use the safety and health equipment provided by the County. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA), or American National Standards Institute (ANSI) safety requirements, and approved in advance of its use by the management employee who is the Agency/Department Head, or his/her designee, for an employee requesting the use of alternate equipment. The employee shall be responsible for returning County-owned safety and health equipment to the issuing department upon termination, or upon the request of any of the employee's supervisors.

Work-Related Injury or Illness

13.4. If an employee is injured on the job, he/she should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment, if a physician has been pre-designated. If the injury or illness is NOT a medical emergency, the supervisor and employee shall, prior to the end of the employee's shift, contact the County designated provider to report the injury. If the injury is a medical emergency, call 9-1-1 to provide immediate medical assistance, then call the County designated provider to report the injury. The Supervisor may call the injury in independently if the employee is not able to participate. For further information on Injured Employee Protocol, refer to the Amador County Policies & Procedures Manual, which is available in each County department or online on the County's internal website.

Unsafe Equipment/Conditions

13.5. As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Safety Officer as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Safety Officer, if the matter has been referred to the Safety Officer. If the Safety Officer is not available on a timely basis, the Agency/Department Head, or his/her designee, shall investigate the matter and make the decision for the Safety Officer.

Right to Refuse Unsafe Work

13.6. No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once an authorized representative of the State Division of Occupational Safety and Health (OSHA), or the Safety Manager, or his/her designee, have determined the situation to be safe. An employee who unreasonably refuses to perform work is subject to discipline.

Safety Committee

13.7. The Union may appoint up to three employees to serve on the County's Safety Committee. Notice of such appointments and any changes thereto shall be delivered in writing to the County's Human Resources Director and the employees' Department Heads.

SECTION 14

PROBATIONARY PERIOD

Time Frames

14.1. A new hire employee shall be required to serve a probationary period of twelve (12) months from the date of his/her employment. A permanent employee who is promoted shall be required to serve a probationary period of six (6) months from the date of his/her promotion. A regular employee who has not completed the initial twelve (12) month probationary period who is promoted shall serve the minimum six (6) month promotional probationary period in addition to the incomplete portion, if any, of the twelve (12) month new hire probationary period. The probationary period for Professional employees is covered in Section 27.4. Newly hired probationary employees may use accrued sick leave, but are not eligible to use vacation leave for the first six months in the position. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

- A. Probationary periods will be extended by the amount of any time spent on unpaid leave. When a probationary period is extended, the respective employee's anniversary date shall also change in accordance with the extension.
- B. In addition and in some cases, it may be necessary to extend the probationary period in order to further review performance. When a probationary period is extended beyond the sixth (6th) or twelfth (12th) month, it must be mutually agreed upon, put in writing, and signed by the Human Resources Director, the Agency/Department Head or his/her designee, the Union, and the employee. When a probationary period is extended, the respective employee's anniversary date shall also change in accordance with the extension.
- C. Suspensions: A period of disciplinary suspension during the probationary period shall not be counted in calculating the probationary period.

Performance Appraisals

14.2. During the probationary period, the County will endeavor to provide each employee with a performance appraisal at least every three months as a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success. During this period of employment, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

Termination During Probationary Period

14.3. A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period.

- A. **Notice.** A new probationary employee who is terminated shall be given written notice of said action.
- B. **Exceptions.** A new probationary employee who is terminated shall have no right to appeal or to grieve the termination except as may be required by law.

Return to Previous Position

14.4. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the promotional probationary period so long as they have completed the probationary period and obtained permanent status in the prior classification. A promoted probationary employee returned to his/her previous position shall be placed at the same range and step held prior to being promoted. A “lawful reason” includes the employee’s failure to perform satisfactorily his or her duties during the probationary period. A promoted employee with permanent status may not be terminated from employment for failing to satisfactorily complete his/her promotional probationary period but may be terminated for just and sufficient cause as set forth in Section 18.

- A. **Notice.** A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action.
- B. **Exceptions.** A promoted probationary employee who is returned to his/her previous position shall have no right to appeal except as may be required by law.

Extra-Help Employees

14.5. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

Permanent Status

14.6. Appraisals are to be completed and processed before the end of the employee's probationary period. In the extraordinary event that a probationary employee is not appraised or does not receive a timely report of appointment to permanent status, the probationary employee shall remain on probationary status for a maximum of one additional month, unless the employee's probationary status has been extended in writing in lieu of termination. If, at the conclusion of the additional month of probationary status, the employee has not received a report of appointment to permanent status or has not been terminated, the employee shall automatically achieve permanent status.

Step Advancements

14.7. After six (6) months of continuous employment, a new or promoted employee is entitled to the appropriate step advancement. (See Section 25.17.)

New Employee Orientation

14.8. The County shall provide orientation to new employees no later than forty-five (45) days after they begin work. The orientation shall be conducted in the manner as outlined in the Amador County Policies & Procedures Manual.

14.9. The Union shall have unpaid time contiguous with the County's new employee orientation to present the Agreement and other issues of interest to the Union and its membership.

SECTION 15

PERFORMANCE APPRAISALS

Purpose

- 15.1. The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used:
- A. To identify the appraiser's expectations for the employee's job performance;
 - B. To acknowledge above-standard performance;
 - C. To prescribe the means and method of converting deficiencies to a required level of performance; and
 - D. To encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency (refer to Amador County Policies & Procedures Manual).

Appraisers

- 15.2. Employees shall be appraised by a supervisor, an Agency/Department Head, or his/her designee, who shall have personal knowledge of the job performance of the employee.
- 15.3. The appraising supervisor, Agency/Department Head, or his/her designee, shall be referred to herein as an "appraiser".
- 15.4. Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

Participatory Nature

- 15.5. Appraisals are intended to be participatory in nature involving the employee's input as much as the appraiser's. Both the employee and the appraiser shall separately complete the County appraisal form and then meet to discuss and share their results. The appraiser shall then complete a final version to be placed in the employee's personnel file.

Forms

- 15.6. All appraisers shall use the official form provided by the County. This form shall be made available from, and distributed by, the Human Resources Department.

Permanent Employees

- 15.7. Permanent employees shall be appraised once per year within sixty (60) days of the anniversary of their date of hire or promotion. The County may perform additional appraisals whenever it perceives the need for such appraisal.

Performance Appraisals During Probationary Period

- 15.8. The employee's appraiser shall endeavor to provide an appraisal of the employee at the end of every

three month period during the probationary period. At the end of the probationary period, if retention of the employee is warranted, the appraiser shall request from the Human Resources Department, a report of appointment approving the probationary employee's change of status from probationary to permanent.

15.9. The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than twenty one (21) calendar days prior to the date when an employee's appraisal is required by this Agreement.

15.10. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

Performance Appraisals for Employees Who Have Passed Probation

15.11. The County agrees that regular performance appraisals are necessary to improve communications between the employee and the supervisor. Additionally, the County agrees that employees should be advised of any performance concerns that the supervisor may have prior to the issuance of a performance evaluation.

Review

15.12. Any appraisal, when completed, shall be reviewed with the employee by the appraiser during the employee's working hours, without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file, or other County record, until the appraisal has been reviewed with the appraised employee. Both the appraiser and the appraised employee shall affix to the appraisal their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.

Employee's Right to Respond

15.13. Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said appraisal. The response shall be appended to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response. The appraiser shall provide to the employee a copy of such written response.

Appeals

15.14. Appraisals shall not be subject to the appeal or grievance procedures.

Training

15.15. The County shall provide training and/or written guidance to all appraisers.

SECTION 16

EXTRA-HELP EMPLOYEES

16.1. From time to time, needs may arise for short-term, non-permanent positions in various positions and departments in the County. The County retains the right to hire limited-term employees to fill such extra-help positions. Employees hired for extra-help positions shall not attain regular or permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

16.2. The County agrees to give special consideration to regular and permanent part-time employees expressing interest in additional working hours in an extra-help capacity, provided they meet all of the qualifications for the particular assignment and the assignment does not conflict with their regular or permanent part-time position, or result in overtime compensation.

16.3 For extra-help positions that are needed on a last-minute, short-term basis, e.g. clerical pool, County strives to maintain a list of interested, qualified, screened candidates. In order to locate candidates for last-minute needs, the County reserves the right, upon approval of the Human Resources Director, to utilize several sources of potential candidates, including but not limited to employment services such as Mother Lode Job Training, private staffing companies, schools and colleges. The County agrees to give special consideration to County employees who have terminated their regular or permanent full-time or part-time position with the County; provided, however, that the employee is in good standing with the County and that the employee meets all of the qualifications for the particular assignment and does not exceed nine hundred ninety-nine (999) hours for regular extra-help employees or nine hundred sixty (960) hours for annuitant extra-help employees in any given fiscal year. The County and the Union agree to meet and confer if concerns arise regarding use of extra-help employees.

Workweek

16.4. The workweek or work period established in lieu of a workweek for extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation (Section 23.22).

16.5. No extra-help employee shall have a right to work any fixed number of hours in any week or in any month nor are Extra Help employees eligible for daily overtime. The number of hours that an extra-help employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department Head, or his/her designee.

16.6. Extra-help employees are limited to working no more than nine hundred ninety-nine (999) hours for regular extra-help employees or nine hundred sixty (960) hours for retired annuitant extra-help employees per fiscal year in a temporary, seasonal, on-call, or other capacity. Extra-help employees do not receive seniority, vacation, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits (with the exception of shift differentials) incentives, and conditions of employment specifically provided for regular or permanent full-time or regular or permanent part-time employees except those mandated by state or federal law. Extra-help employees, with the exception of Professional employees, may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees who are classified as Professional Employees pursuant to Section 27 hereto may be hired at Step A, B, C, D, or E, and shall not advance from the step at which they are hired. Extra-help employees are at will and do not have a probationary period or achieve permanent status.

16.7 The provisions of this Section shall not be subject to the grievance procedure.

SECTION 17

SENIORITY/LAYOFFS/RECALL

Layoffs

During budget development each year, the County will notify the Union if lay-offs are anticipated and will meet with the Union to consider alternatives to lay-offs.

17.1. A layoff is defined as the involuntary separation or permanent reduction in work hours of a permanent employee. The County will give a notice of anticipated layoff as soon as possible, but no later than 21 calendar days prior to the effective date of the layoff. Seniority shall be the determining factor for order of lay-off, bumping and recall. The County shall meet and confer with the Union regarding layoff impacts as soon as possible but no later than 21 calendar days prior to the date of scheduled layoffs.

Seniority

17.2. Seniority shall be determined as follows:

- A. Regular and permanent full-time employees shall receive one (1) month of seniority credit for each month of service within each of the seniority categories as outlined below.
- B. Regular and permanent part-time employees shall receive seniority credit by pro-rating their hours in paid status as a percentage of the bi-weekly full-time equivalent.
- C. Extra-help employees do not accrue seniority.
- D. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff, of two weeks or more, shall constitute a break in service. Separation does not include authorized leaves of absence.

Categories of Seniority Defined

17.3. Seniority shall be defined as follows:

- A. Class seniority is time spent working in a particular class.
- B. Class series is cumulative seniority within a classification series.
- C. County seniority is date of hire in a regular County position. County seniority does not include time spent performing Extra Help work.

Reductions in Seniority

17.4. Seniority shall be reduced for:

- A. Any suspensions of more than thirty (30) calendar; and
- B. Any leave of absence, without pay, for more than 30 days (unless prohibited by law).

Notice

17.5. Employees' seniority, status, and class for the purpose of determining the order of layoffs shall be fixed as of the date the Board of Supervisors determines that layoffs shall occur and designates the positions to be laid off.

Layoffs

17.6. Layoff of permanent employees shall occur within their regularly assigned class and shall be in order of their seniority within their regularly assigned class so that employees with the least within-class seniority are laid off first provided that:

- A. Extra Help employees shall be laid off first in any affected classification.
- B. Employees on initial probation in the affected class are to be laid off before permanent employees.
- C. Non-Merit Systems employees do not have the right to displace any employee who holds a Merit Systems position regardless of seniority. Employees under "Merit System Rules" will be governed by the layoff requirements of the Local Agency Personnel Standards Section 17502 through 17519.

Bumping Rights

17.7. Permanent employees subject to layoff shall have the right to displace (bump) less senior employees in the following order provided they meet the current qualification of class to which they are bumping:

- A. Employees affected by layoff may bump the least senior employee in his/her class.
- B. If the affected employee is the employee with the least seniority within the class, the employee may bump using his/her seniority by taking a position within his/her position's classification series (e.g., Office Assistant III would bump to Office Assistant II), and bumping the employee with the least classification series seniority in the lower class. Employees who promote up through a classification series may use all the time in the series to determine seniority in bumping down to a classification held before.
- C. If the affected employee is still least senior, he/she may bump into the last class for which he/she completed probation.

17.8. Extra-help and initial probationary employees do not have bumping, recall, or re-employment rights.

Part-Time/Full-Time/Extra-Help Bumping

17.9. A permanent part-time employee may bump a full-time employee or vice versa if they have greater seniority, in each case taking the bumped position with the budgeted hours. Permanent part-time and full time employees have the right to bump extra help employees performing work in the affected classification. Initial probationary and Extra Help employees do not have any bumping rights.

Ties in Seniority

17.10. In the event of a tie in classification seniority, the tie breaker will be total County seniority and (if necessary) a coin toss.

Recall from Layoff

17.11. Permanent employees laid off shall be placed on a recall list. Recall lists will be developed for each classification series for which there has been a layoff. Employees with the greatest classification seniority shall be recalled first to open positions provided the open position is no higher in class than the position previously held by the employee. Employees may choose to forego recall and remain on the recall list if the open position is a lower class than the position previously held by the employee. If an employee accepts a recall to an open position, that employee is removed from the recall list.

List Duration

17.12. Recall rights are for a period of one (1) year following layoff.

Open Positions

17.13. Permanent employees who have been laid off will be interviewed prior to considering other candidates for vacancies in any department for the class they occupied, or any class in which they held permanent status and continue to meet class qualifications for a period of one (1) year, provided the employee keeps his/her contact information current with the Human Resources Department.

Right of Recall

17.14. The right of recall shall not accrue beyond the date on which the employee declines or fails to respond. Response is due within twelve (12) working days to a telephone, mailed and e-mailed notice of recall from layoff, or one (1) year from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall lists. Employees are required to keep all contact information current with the Human Resources Department. Employees declining recall into a lower class shall not be deleted from the recall list.

17.15. An employee recalled from layoff shall be granted restoration of all sick leave and seniority available to such employee as of the date of layoff. The period of layoff shall, upon recall from layoff, be considered an unpaid leave of absence and shall not be considered a break in service.

SECTION 18

DISCIPLINARY ACTIONS

Just and Sufficient Cause

18.1. Disciplinary action shall consist of any of the following County actions taken against an employee for just and sufficient cause:

- A. Just and sufficient cause for County disciplinary action taken against a probationary, temporary, or extra help employee shall consist of any lawful reason.

- B. Just and sufficient cause for County disciplinary action taken against a permanent full-time or part-time employee shall consist of any of the reasons set forth herein or other conduct which constitutes just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.
 - i. Evident unfitness or unsuitability for service.
 - ii. Incompetence.
 - iii. Inefficiency.
 - iv. Inexcusable neglect of duty.
 - v. Violation of any concerted activities provision.
 - vi. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
 - vii. Insubordination or willful disobedience.
 - viii. Refusal or knowing failure to perform work in accordance with County or state job safety requirements.
 - ix. Fraud in securing employment with the County.
 - x. Harassment in, or affecting, the work environment.
 - xi. Engaging in any employment, activity, or enterprise which is clearly incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
 - xii. Improper political activity.
 - xiii. Dishonesty.
 - xiv. Misuse, malicious damage, or theft of County property.

- xv. Conviction of any felony or misdemeanor committed while on duty, involving moral turpitude, or directed against the County or any County employee.
- xvi. Accepting a plea of nolo contendere to any felony or misdemeanor described in section xv.
- xvii. Discourteous treatment of another employee or a member of the public while on duty, or off duty, if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- xviii. Use of, or being under the influence of, any controlled substance as defined by California Health and Safety Code 11007, or its successors while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- xix. Use of, or being under the influence of, alcohol while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- xx. Breach of confidentiality as covered in departmental policies and County-wide policy as governed by the Amador County Policies & Procedures Manual.
- xxi. Engaging in inappropriate discriminatory activity against one (1) or more persons protected under state or federal law as described in Section 7 of this Agreement.
- xxii. Inability or incapacity to perform assigned job duties.

Procedures

18.2. Any person authorized by the Board of Supervisors may initiate disciplinary action (the "initiator").

18.3. There shall be no right of appeal from any disciplinary action except by a permanent full-time or part-time employee.

Progressive Discipline

18.4. The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a penalty to an employee whom the County intends to retain as an employee after the discipline. The County may begin discipline at any level, depending on the employee's conduct. Progressive discipline shall not be required when the County believes dismissal to be the appropriate discipline because of the employee's conduct.

18.5. An initiator may discuss with the County Administrative Officer the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the County Administrative Officer from being the Step 2 decision maker as set forth in Section 18.15, et. seq.

Discipline

18.6. Disciplinary actions shall consist of written reprimands, suspension, temporary demotion, or dismissal and shall begin with notice to the employee. Any notice to an employee of a proposed action shall be in writing. Such notice shall contain the following information:

- A. The name, work address, and work telephone number of the initiator.
- B. The proposed disciplinary action.
- C. A statement of the alleged facts constituting the basis for the proposed action.
- D. A true and complete copy of any supporting written documentation of the alleged facts upon which the proposed disciplinary action is based.
- E. The tentative date upon which such proposed action will take effect.
- F. A statement of the employee's right, prior to the effective date of such proposed action, to a Skelly meeting with a County-designated Skelly Officer at which meeting the employee shall be afforded a reasonable opportunity to respond orally or in writing, to the charges.
- G. A statement of the employee's right to be accompanied by a union representative during such meeting.
- H. A statement of the employee's right to appeal the decision of the Skelly Officer as provided below.

Employee Notification

18.7. Service of the above notice on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address on file with the Human Resources Department.

18.8. If the affected employee cannot be served in person or by certified mail addressed to the employee's last known mailing address on file with the Human Resources Department, or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) calendar days after the attempted service.

18.9. Service of a true and complete copy of the above notice, including all accompanying documentation, shall also be made upon a Union representative, the Human Resources Director, and the County Administrative Officer on or before the date on which service of such notice is made upon the affected employee.

Step 1. Skelly Rights

18.10. Within fourteen (14) calendar days after notice of a proposed action, the affected employee may request a meeting with a County-appointed Skelly Officer to present any facts or argument the employee wishes to present in contravention or mitigation of the charges. The time and place of the Skelly meeting shall be determined by the Skelly Officer. The employee may respond to the charges with his/her oral or written statements, or with written statements of others. This meeting is not an evidentiary hearing.

18.11. The parties may agree, in writing, to have the County make a tape or audio-visual recording of the meeting. The County shall make a copy of such recording available to the employee upon request within seven

(7) calendar days from the close of such meeting.

18.12. The failure of an employee to timely request or appear for a Skelly meeting shall constitute a waiver of the employee's right to a Skelly meeting. In case of such waiver the County shall be entitled to rely on the facts set forth in the notice described in section 18.1 above. Waiver of the Skelly meet does not waive the employee's right to appeal the disciplinary action to the County Administrative Officer or, thereafter, to an Arbitrator.

18.13.

- A. If the employee waives the Skelly meeting, or if a Skelly meeting is requested but the employee does not attend, the County may implement the proposed disciplinary action at any reasonable time thereafter.
- B. If the employee does not waive the Skelly meeting, the implementation of the proposed disciplinary action will remain in abeyance pending the conclusion of the Skelly meeting and any investigations or additional meetings related thereto. After the conclusion, the Skelly Officer may sustain, reduce, or vacate the proposed discipline.
- C. The Skelly Officer may return a proposed disciplinary action to the Initiator for further investigation and possible amendment of charges and proposed discipline on the introduction of newly acquired evidence. Such evidence must be evidence that the County could not have reasonably discovered or acquired during the initial investigation. In the case of such after-acquired evidence, the Initiator shall provide the employee a revised notice of charges on the employee taking into account the modified evidence and charge(s). The Skelly Officer shall grant the employee no less than a seven (7) day period in which to amend the employee's presentation to the Skelly Officer to address the additional or modified evidence and charge(s).
- D. If, in light of the evidence and argument, the Skelly Officer decides that a basis for disciplinary action has been demonstrated, in the form and degree proposed by the Initiator or in a reduced form or degree, the Initiator shall give written notice thereof and its implementation date to the employee.

18.14. Within seven (7) calendar days after the written notice is provided to the employee, the employee may appeal the disciplinary action to the County Administrative Officer.

Step 2. County Administrative Officer

18.15. Notice of any appeal shall be in writing, shall set forth clearly the factual and legal bases for the appeal, and shall be filed with the County Administrative Officer and the Human Resources Director within the time limit stated in Sections 18.14.

18.16. The County Administrative Officer may conduct an investigation or informal hearing, which shall not be an evidentiary hearing, and render a decision within twenty one (21) calendar days of receiving the notice of appeal. The County Administrative Officer may uphold, modify, or revoke the disciplinary action. The County Administrative Officer shall give written notice of his or her decision to the employee, the Union, the Human Resources Director, the Skelly Officer (if any), and the Initiator. The same limitation on the increase of disciplinary action as described in section 18.13.C above applies to the County Administrative Officer.

Appeal to Step 3

18.17. The Union may appeal the decision of the County Administrative Officer, issued pursuant to Step 2 above, to Step 3 within ten (10) working days of being given notice of the County Administrative Officer's decision or, if the County Administrative Officer does not respond to the appeal, within ten (10) work days of the deadline for the County Administrative Officer's decision. The Union shall submit any appeal to Step 3 by

written notice to the Director of Human Resources.

Step 3. Evidentiary Hearing

18.18. The employee or the Union may appeal the Step 2 decision as follows.

By default, appeals of suspension, demotion or dismissal will be heard by a Hearing Officer from the State Office of Administrative Hearings.

As an alternative to the State Office of Administrative Hearings, SEIU Local 1021 may elect to appeal suspensions, pay reductions, demotions or dismissals of employees to an Arbitrator selected through State Mediation and Conciliation Service (SMCS). The Union shall include such election in its notice to the Director of Human Resources submitting the matter to Step 3. The Director of Human Resources will initiate arrangements for the State Office of Administrative Hearings to hear the dispute or request a list of seven (7) neutral arbitrators from SMCS, as dictated by the Union's election pursuant to this subsection. If the Union elects arbitration, the parties will alternately strike names to select the arbitrator, with the initial order of striking determined by a random agreed to method such as a coin toss. However, nothing herein shall preclude the Parties' representatives from selecting an arbitrator by mutual agreement. The costs of the arbitrator and court reporter (if agreed upon) shall be shared equally. However, any costs related to cancellation or continuation of the arbitration shall be borne by the cancelling or continuing party.

The Parties further agree to accept the Arbitrator's or Hearing Officer's award as final and binding on them.

18.19. The County and Union shall make available for testimony in connection with this procedure any individual whose appearance is requested by the County, employee or his/her representative, to the extent the individual's availability is reasonably within the requested Party's control.

18.20. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

Costs

18.21. Except as provided above, each party shall pay the costs of preparing and presenting its own case.

Administrative Leave

18.22. If any initiator decides to conduct an investigation into the activities of an employee which may lead to disciplinary or criminal action against the employee, or an employee has been given notice of proposed discipline which has not yet become effective, the initiator may, by written notice and upon approval by the Human Resources Director, place said employee on administrative leave.

18.23. The notice shall state the reason for placing the employee on administrative leave.

18.24. During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

18.25. The employee may discuss his/her placement on administrative leave with the initiator at a Step 1 meeting, but there shall be no right of appeal from placement on administrative leave; provided, however that this subsection shall not prevent an employee from appealing any disciplinary action taken which is the cause for the initiator's placing the employee on administrative leave.

18.26. If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and

other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

SECTION 19

GRIEVANCES

Information

19.1. Grievances may only concern the County's misapplication, misinterpretation, or violation of a law or this Agreement. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance. Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Agreement alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- D. The remedy for such alleged adverse effect sought by the grievant.

Timeliness

19.2. Failure by the County to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievant accepts the last decision made thereon and that the grievant waives any right to further appeal of the grievance; however, nothing in this Section shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement.

19.3. A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

No Loss of Pay

19.4. The County shall allow an employee and/or his/her Union steward reasonable time off work, without loss of pay or benefits, in order to deliver a grievance to his/her Department/Agency Head or to attend a grievance hearing during normal working hours.

- A. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one (1) joint hearing on all the grievances.

Step 1. Agency/Department/Employee

19.5. Within twenty (20) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing, to the grievant's Agency/Department Head.

- A. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

- B. Within five (5) working days of such a meeting, the grievant's Agency/Department Head shall serve written notice of the decision to the grievant.
- C. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the County Administrative Officer within ten (10) working days of receipt of the written decision or within ten (10) working days after the decision deadline at Step 1 has elapsed.

Step 2. County Administrative Officer

19.6. The County Administrative Officer may conduct an investigation and/or hearing and render a decision within 15 working days. If either party is dissatisfied with the decision of the County Administrative Officer he/she may appeal the decision to Step 3 within five (5) working days of being given notice of the decision. If the County Administrative Officer does not respond to the appeal within the time limits, the employee may appeal to Step 3 within five (5) working days of the expiration of the 15-day period by filing a written request with the Director of Human Resources.

19.7. The cost of hearings before the Arbitrator shall be paid sixty-five percent (65%) by the losing party and thirty-five percent (35%) by the winning party. The parties shall jointly ask the Arbitrator to decide which party is the losing party for the purpose of determining which party pays sixty-five percent (65%) of the costs of the hearing.

19.8. Any appeal arising from a Step 2 decision shall be submitted to arbitration and the arbitrator shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The Director of Human Resources will request a list of seven (7) names from SMCS and the parties will strike names to select the arbitrator.

The parties further agree to accept the Arbitrator's award as final and binding on them.

19.9. The Union has the right to intervene in a grievance and present its case when the Union does not represent the grievant and contends that a possible outcome of the grievance would be detrimental to other employees who are not grievants.

SECTION 20

SICK LEAVE AND LEAVES OF ABSENCE

Sick Leave - Eligibility

20.1. Permanent full-time and permanent part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of ninety-six hours per year. Extra-help employees earn sick leave as required by law.

- A. Sick leave shall not be earned for time compensated by State Disability Insurance (SDI); while on Paid Family Leave (PFL) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- B. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

20.2. Employees qualifying for Family Medical Leave (FMLA) or California Family Rights Act Leave (CFRA) as discussed in this section may utilize accrued sick leave, vacation, and compensatory time off (CTO) in conjunction with said leave; however, said employee shall have the option of retaining up to 100 hours of accrued sick leave and up to 40 hours of accrued vacation leave on the books as long as the employee is receiving supplemental SDI or PFL benefits. Requests to retain leave shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

20.3. The sick leave earned by an employee shall be available to the employee upon accrual.

Definition of Illness or Injury

20.4 Sick Leave may be used for the following:

- A. Actual illness or injury to the employee;
- B. Family Leave: Actual illness or injury to the employee's immediate family;
- C. Medical or dental appointments for immediate family as specified in 20.18 and 20.19; or
- D. Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), including Workers' Compensation illness or injury.

Unused Sick Leave

20.5. Unused sick leave shall accrue from year to year. When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of accrued sick leave hours upon simultaneous retirement and receipt of PERS benefits only.

Compensatory Time Off (CTO)/Vacation Leave

20.6. Unless expressly electing otherwise, an employee who exhausts his/her unused sick leave shall utilize his/her unused compensatory time off (CTO) until all unused compensatory time off (CTO) is exhausted,

whereupon the employee shall utilize his/her unused vacation leave until his/her unused vacation leave is exhausted.

20.7. An employee may elect not to utilize his/her available compensatory time off (CTO) and/or available vacation leave up to a maximum of 40 hours of said accrued leave in accordance with the above provision by giving written notice of such election to the Personnel prior to exhaustion of the employee's available sick leave.

Doctor's Release

20.8. The County may require from an employee a written release from a licensed health care practitioner for the employee's return to duty and verification of illness or injury after any absence due to illness or injury. However, an employee absent due to an alleged occupational injury or illness shall provide to the County a written release from a licensed health care practitioner for the employee's return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

20.9. Subject to the limitations under applicable law, when an employee has missed more than three (3) continuous days of employment he/she must submit to the Agency/Department Head, or his/her designee, on a form provided by the County or comparable documentation from a physician, a statement of the illness or the injury, identifying a physician seen, if any, and other supporting facts that may be deemed appropriate. That statement must be submitted to the Agency/Department Head, or his/her designee, within five (5) calendar days, unless the medical condition otherwise prevents the employee from submitting said form. All information contained in this form will be treated as confidential.

Concurrent Use of SDI/Sick Leave/Vacation Leave

20.10. STATE DISABILITY INSURANCE AND PAID FAMILY LEAVE. Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program (SDI) and Paid Family Leave Program (PFL). Each employee shall contribute to the plan through payroll deductions, which deductions are hereby expressly and irrevocable authorized without individual written authorizations. Accrued sick leave may be used when required by law to supplement the SDI or PFL benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and the SDI or PFL benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits and shall notify the County when benefits are received.

- A. **Waiting Period.** State Disability Insurance benefits are payable after a seven (7) day waiting period. The employee shall use their sick, compensatory time off (CTO) and vacation leave during this waiting period before State Disability Insurance benefits start. There is no waiting period for PFL.
- B. **Coordination of Pay.** Accrued sick leave may be used to supplement the disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

- C. **Option to Retain Leave.** Upon a written request, after the employee has used the required sick and/or vacation leave for the SDI Waiting Period (no waiting period for PFL), an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books while on FMLA/CFRA protected leave. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave..
- D. **No Leave Accruals.** Sick leave shall not be earned for time compensated by SDI or PFL or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- E. **Employee Requirement.** If the employee requests coordination of pay, the employee shall be required to inform the Auditor-Controller department of the first day of paid disability within seven (7) calendar days of the employee's receipt of their payment stub by providing a copy of their payment stub for SDI/PFL. The employee shall continue to provide those stubs through the last day of paid disability so that their normal base pay can be coordinated with paid SDI/PFL.

Workers' Compensation Insurance

20.11. WORKERS' COMPENSATION INSURANCE. Workers' compensation insurance benefits, also referred to as temporary disability benefits, shall be extended to employees in accordance with the terms and conditions as outlined in the Amador County Policies and Procedures Manual, and the State of California. Accrued sick leave shall be used to supplement the employee's temporary disability benefit and must be exhausted prior to the use of compensatory time off (CTO), and vacation leave. The total compensation from accrued leaves and temporary disability shall not exceed the employee's base salary at the time of temporary disability. Temporary disability payments will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings.

- A. **Waiting Period.** There is a three (3) day waiting period during which time the employee shall use their available sick leave, compensatory time off (CTO), and vacation in that order. The three (3) day waiting period will be waived if the injury to the employee required hospitalization immediately, and/or the employee is taken off work for more than fourteen (14) days that need not be consecutive.
- B. **Coordination of Pay.** Accrued sick leave shall be used to supplement the temporary disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and temporary disability benefits shall not exceed the employee's base salary at the time of the temporary disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Temporary disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Coordination of Pay requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.
- C. **Option to Retain Leave.** Upon a written request, after the employee has used the required sick leave, compensatory time of (CTO) and/or vacation leave for the three (3) day Waiting Period, if applicable, an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently

change, the employee retains the right to utilize their accrued leave.

- D. **Leave Accruals.** Leave shall not be earned for time compensated by Workers' Compensation Insurance or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- E. **Risk Manager Requirement.** The Risk Manager, or designee shall inform the Auditor-Controller department of the first day of paid temporary disability benefits through the last day of paid temporary disability benefits by providing a copy of the payment stubs paid to the employee so that the employee's normal base pay can be coordinated with temporary disability benefits received.

Bereavement Leave

20.12. A regular or permanent employee shall be granted up to three (3) work days of paid bereavement leave on account of the death of any member of his/her immediate and extended family as defined in Appendix A. It also includes employees who experience reproductive loss, including a failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction. Employees may extend paid bereavement leave by using an additional two (2) paid sick leave days from their personal sick leave accrual balance.

20.13. The County may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her extended family.

20.14. Unless expressly electing otherwise, an employee who does not have available sick leave or desires to take additional bereavement leave may request to utilize his/her available compensatory time off (CTO) or, if all CTO is used, vacation days.

Jury Duty or Testimony on Behalf of County

20.15. Any regular or permanent employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the County of Amador, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the County.

20.16. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror, or for appearance as a witness, in response to a subpoena to testify for the County.

Personal Necessity Leave (PNL)

20.17. No more than six (6) days annually of a regular or permanent full-time employee's available sick leave may be taken for reasons of Personal Necessity Leave (PNL). A part-time employee shall be entitled to PNL in proportion to the ratio of hours worked by the part-time employee during the previous three (3) months from when said part-time employee requests the PNL compared to the hours to be worked by a full-time employee in three months.

Responsive to the Public Safety Power Shut-off (PSPS), employees may designate and use an additional six (6) days of available sick leave for PSPS only.

20.18. PNL may be taken for any urgent personal medical or emotional need, emergency or catastrophic situation, including, but not limited to, required care of the employee's immediate family due to serious illness; routine or other preventive medical care for the employee or his/her immediate family; catastrophic destruction

of the employee's property; a PSPS that affects a County worksite or work location; and in cases of a declared public health emergency.

20.19. Notification of PNL must be given prior to the employee's taking said PNL, except in cases of bona fide emergency. In the case of an emergency, the employee is still required to notify his/her supervisor prior to the beginning of the employee's regular work day or as soon as feasible after the start of the shift.

20.20. The employee is responsible for utilizing PNL appropriately and used in accordance with Section 20.19. The employee is responsible for certifying that PNL is being used appropriately and is not required to disclose the circumstances for PNL to his/her supervisor except in the case of PSPS leave designated by the employee as described in 20.17. The employee may be requested to provide verification for PNL used for catastrophic destruction of the employee's property. Unjustified use of personal time off may be cause for disciplinary action.

Examinations or Interviews

20.21. Regular or permanent employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

20.22. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the County.

Military Leave

20.23. An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

20.24. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the County.

20.25. Employees shall be granted other paid, and unpaid leaves of absence, and reinstatement rights following such leaves, in accordance with the provisions of California Military and Veterans Code §389, 395, 395.01, 395.02, 395.03, 395.05, 395.1, 395.3 and 395.4, or their successors.

20.26. Any regular or permanent full time employee who is involuntarily called to full time active military duty during the remaining term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed 180 days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military the employee shall not be entitled to receive County health insurance benefits.

Catastrophic Leave Bank

20.27. A catastrophic leave bank may be established for permanent full-time and permanent part-time employees who qualify to receive leave donations as outlined in the Amador County Policies and Procedures Manual. The employee can apply for catastrophic leave bank in addition to applying for and receiving State Disability Insurance and/or Workers' Compensation Insurance benefits.

A. **Applying For Donations.** The catastrophic leave bank is not continually in existence. The

employee must first exhaust all their available leave banks. Vacation leave and/or sick leave may only be donated into the bank. Leave donations into the Requestor's catastrophic leave account will be based upon the donator's monetary (money) value of the donations. The maximum number of days that will be authorized per request is 30.

Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

20.28. The County shall comply with federal and state laws regarding family medical leave, as outlined in the Amador County Policies & Procedures Manual which is available in each County department and online at the County's internal website. FMLA and CFRA shall run concurrently with any other authorized leave (i.e. disability, worker's compensation, etc.). Employees may use accrued leave for purposes of FMLA/CFRA, as outlined in said Policy. Permanent employees with one (1) or more years of continuous service are entitled to take a maximum of twelve (12) work weeks of leave during a rolling twelve (12) month period. The twelve (12) month period shall begin in accordance with County Policies and Procedures and may be used for any of the following purposes:

- A. **Child Bonding Leave.** Child Bonding leave can be taken by an eligible employee for the birth, adoption, or foster-care placement of a child in order to care for the child.
- B. **Family-Care Leave.** Family-care leave can be taken by an eligible employee for care of an immediate family member who has a serious health condition.
- C. **Self-Care Leave.** Self-care leave can be taken when an eligible employee is unable to perform the essential functions of the position that the employee holds because of a serious health condition.

Maternity/Child Bonding Leave

20.29. An employee who is not eligible for leave under the Family Medical Leave Act, as outlined in the Amador County Policies & Procedures Manual and the Family Rights Act (California Government Code §12945.2) may be granted one (1) month of Child Bonding Leave in addition to the period of time the employee is considered medically disabled as a result of the pregnancy or birth of the child in accordance with State law. Any employee who is eligible for leave under the Family Medical Leave Act and the Family Rights Act may take a maximum of twelve (12) weeks of family medical leave in addition to the period of time the employee is considered medically disabled as a result of the pregnancy or birth of a child for a maximum of seven (7) months.

20.30. Employees must utilize sick leave, vacation and compensatory time off (CTO) while on FMLA and CFRA; except that employees shall have the option of retaining up to 40 hours of accrued vacation leave and up to 100 hours of accrued sick leave on the books. Employees taking Pregnancy Disability Leave are not required to utilize vacation leave.

20.31. Upon returning from FMLA and/or CFRA, the employee will be employed in the same, or comparable classification, within the department.

Search and Rescue

20.32. Employees who are members of a County or State search and rescue team who miss work due to their volunteer duties may use accrued compensatory time off (CTO), and/or vacation leave in compensation for their duties.

Other Leaves

20.33. In addition to those leaves of absence above, a leave of absence, with or without pay, may be granted for any period of time and upon any terms acceptable to it and the employee, as governed by the Amador County Policies & Procedures Manual. Except as otherwise required by law, during the period of the unpaid leave, insurance benefits are not paid by the County and leave benefits do not accrue.

20.34. An employee's pay for any period of absence under any provisions of this Section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

No Break in Service

20.35. No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease to accrue for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as may be provided through other leaves such as FMLA, CFRA or Catastrophic Leave listed above. If the employee is not eligible for FMLA or CFRA, the County will cease the County contribution toward Health and Welfare benefits (health, dental, vision and life insurances) thirty (30) calendar days after the approved FMLA, CFRA, or Catastrophic Leave is exhausted. The employee shall be responsible for the employee's share of the benefits until the County's share of benefits terminates. At such time the employee shall be responsible for the full cost of the benefits in accordance with COBRA regulations.

20.36. The County may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

20.37. Full-time and part-time employees may use vacation leave, holiday leave, sick leave, personal leave, and other types of paid leave only on days and during the hours on which they have been scheduled to work.

Unauthorized Absence

20.38. Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the last date on which the employee worked. Any employee's failure to return to County service within five (5) working days of the expiration of his/her leave of absence authorized in accordance with the provisions of this Agreement, or to secure from the County extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.

Reinstatement

20.39. Reinstatement of an employee to his/her employment with the County following his/her automatic voluntary resignation may be granted by the Board of Supervisors through the Human Resources Director, upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular or permanent employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation, and/or supporting evidence, satisfactory to the Board of Supervisors

as to the sufficiency of the causes for his/her unauthorized absence, or for his/her failure to return to County service upon expiration of his/her leave of absence, or to secure from the County extension of his/her leave of absence, reinstatement shall be denied.

SECTION 21

HOLIDAY LEAVE

Eligibility

21.1. Regular and permanent full-time employees shall be granted paid holiday leave for the following holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday.....	Third Monday-January
President's Day.....	Third Monday-February
Memorial Day.....	Last Monday-May
Independence Day.....	July 4
Labor Day.....	First Monday- September
Columbus Day.....	Second Monday in October
Veteran's Day.....	November 11
Thanksgiving.....	Fourth Thursday-November
Day after Thanksgiving.....	Friday following Thanksgiving
Christmas Eve.....	December 24
Christmas Day.....	December 25

Additional Paid Holidays

21.2. Any days declared by the President, and/or by the Governor of California, and which also may have been approved by resolution of the Board of Supervisors, as a public day of fast, public day of mourning, public day of Thanksgiving, or public holiday for County employees, shall entitle a regular or permanent employee to paid holiday leave for such days.

Saturday or Sunday

21.3. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday which is not a holiday shall be deemed the holiday. Employees who are required by their Agency/Department Head, or his/her designee, to work on a holiday which falls on a Saturday or Sunday shall have that workday treated as a holiday and not the preceding workday if the holiday is on a Saturday or the succeeding workday if the holiday falls on a Sunday. If an employee works on a Sunday which is a holiday and also works on the following Monday, only the actual holiday would be treated as a paid holiday.

Part-Time Holiday Accrual

21.4. Regular or permanent part-time employees shall earn paid holiday leave prorated based on the number of the Employee's regularly scheduled workweek hours.

21.5. Holiday leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service.

Eligibility for Holiday Pay

21.6. An eligible employee shall be in paid status on his/her regular working day immediately preceding a holiday in order to be paid for the holiday.

Pay for Holidays Worked

21.7. A regular or permanent employee who is required, or permitted, to work on a holiday shall be granted compensation at a rate equal to the holiday plus time and one-half the employee's straight time rate of pay for all such hours worked; provided, however, that a regular or permanent employee who is required, or permitted, to work on a holiday may elect, in lieu of such compensation, to be granted compensatory paid holiday leave at a rate equal to one and one-half (1-1/2) times the employee's straight time rate of pay for all such hours worked and to receive for the holiday on which he/she is required, or permitted, to work the straight time rate of pay for his/her most regularly assigned class. Regular or permanent part-time employees required to work on a holiday shall receive time and one-half the employee's straight time rate of pay plus, if requested by the employee, available holiday time to a maximum of eight (8) hours.

Alternative Work Schedule Holiday Leave

21.8. Sheriff Technicians assigned to a 4/10 work schedule shall be credited with ten (10) hours of holiday leave for each eligible holiday.

21.9. Upon Department Head approval, employees may select one of the following options when a holiday falls on an employee's regular day off with the exception of the Road Crew who shall utilize alternative B as identified below:

- A. Revert back to a 5/8 schedule during the work period of the holiday; or
- B. Be paid for 8 hours of holiday pay, and 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 leave is not available, the employee will be docked for the difference in pay; or
- C. Change the regular day off to a day other than the holiday within that work period.

21.10. Holiday leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

21.11. Department Heads shall seek to equitably rotate employee work assignments for those classifications required to be staffed on Thanksgiving, Christmas, New Year's Day and July 4.

SECTION 22

VACATION LEAVE

Eligibility and Accrual

22.1. Regular and permanent full-time and regular and permanent part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions:

- A. **Years 1-2.** For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of three and three-eighths (3.38) hours of vacation leave for every eighty (80) hours of service, up to a maximum of eighty-eight (88) hours per calendar year. Such accrual shall be credited bi-weekly.
- B. **Years 3-9.** For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of four and ninety-two hundredths (4.92) hours of vacation leave for every eighty hours of service, up to a maximum of one hundred twenty-eight hours per calendar year. Such accrual shall be credited bi-weekly.
- C. **Years 10 Plus.** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of six and forty-six hundredths (6.46) hours of vacation leave for every eighty (80) hours of service, up to a maximum of one hundred sixty-eight (168) hours per calendar year. Such accrual shall be credited bi-weekly.

22.2. Vacation leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service except as stated in Appendix A, Definitions.

22.3. An employee shall not be eligible to utilize his/her accrued vacation leave until after completion of six (6) continuous months of employment with the County.

22.4. An employee who separates from County employment shall be entitled to payment in lieu of accrued vacation leave which has not been taken prior to separation from employment.

22.5. Vacation leave shall be granted and shall be utilized no later than the calendar year following the calendar year in which the employee earned and accrued such leave. An employee may accrue twice their current annual vacation accrual rate. An employee cannot accrue more than twice their current annual vacation accrual rate, unless the County is unable to allow the employee time off to use vacation time. Agency/Department Heads, or his/her designees, shall make every effort to allow employees to take vacation leave during the year in which it is accrued.

22.6. The County may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

22.7. An employee's pay for any day of vacation leave shall equal the pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the day of vacation leave.

22.8. Vacation leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

22.9. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation and leave to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

22.10. Those Departments that restrict the number of employees on vacation simultaneously shall annually give priority to vacation requests for the same period based on Departmental seniority.

22.11. An employee may elect to convert up to thirty-two (32) hours of accumulated vacation to a cash payment at the employee's base hourly rate of pay for each such hour so converted, payable in October of the year after election. For example: elections made in 2024 would be payable in October 2025. Upon payment of the hours converted by the employee, the County will simultaneously reduce the employee's vacation balance by the corresponding number of hours. To qualify for the foregoing conversion option, the employee must make the election in writing, irrevocably, on a form provided by the County's Human Resources Department. Such election must be made and the form completed and delivered to the Human Resources Department in the month of October for payment in October of the following year. An employee may not receive a cash out of vacation under this provision if and to the extent that it would reduce the employee's vacation balance below forty (40) hours at the time the payment is made. Payment on an election for a cash out that would violate the forty (40) hour requirement will be reduced to the extent necessary to conform to the forty (40) hour minimum balance requirement.

SECTION 23

HOURS OF WORK

Workday

23.1. Every department shall work a five (5) day/eight (8) hour schedule, unless a different schedule is specifically approved pursuant to this section. Employees within regular departments shall work eight (8) hours each workday (eight (8) hours including breaks, but not lunch periods) with starting times and ending times determined by the relevant Agency/Department Head, or his/her designee, which times will be consistent with this section.

Staffing Schedules

23.2. Every department doing business with the public will be staffed from 8:00 a.m. to 5:00 p.m., including lunch hours. "Staffed" means having employees present who are ready, willing, and able to interact with the public and answer the public's questions. Agencies/Departments with three (3), or fewer, employees shall comply with the provisions of this paragraph when feasible while complying with the Fair Labor Standards Act (FLSA).

Alternative Work Schedules

23.3. Upon recommendation by a Department Head, alternative work schedules may be approved by the County Administrative Officer. Examples of alternate work schedules, include, but are not limited to a "4-10" or a "9-80" plan, provided they conform to state and federal law.

Establishment of an alternative work schedule in any department is not subject to the meet and confer process; it is a management right to be determined solely by the County. However, the County will notify and seek comments from the Union prior to implementation of a new alternative work schedule.

In the event an Alternate Work Schedule proposal is declined, upon request by the Union, the County agrees to a meeting with the County Administrative Officer and the Department Head to review and discuss the reasons for the County's decision.

Lunch Breaks

23.4. A lunch period may be 30, 45, or 60 minutes for any given employee, as specified in advance by the employee's Agency/Department Head, or his/her designee.

Rest Periods

23.5. Each employee shall be entitled to take, and shall take, a 15 minute duty-free break for each four (4) hour portion of their normal day not to exceed two 15 minute breaks in an 8 or 10 hour shift, and a duty-free lunch period as set forth in Section 23.6. hereof. Rest periods shall be taken at such times as shall be determined by the employee's Agency/Department Head, or his/her designee, in consultation with the employee.

Duty-Free Breaks, Lunches

23.6. No employee may perform any duties during a lunch period or break unless emergency circumstances require the performance of duties during those periods as directed by the employee's Agency/Department Head, or his/her designee. In addition, when the needs of County service so require, other exceptions may

apply by mutual agreement of the Union and the Board of Supervisors. Snow plowing and paving crews of the Public Works Agency Road Crew may work through breaks and lunch periods when so directed by their supervisor. Work performed through breaks or lunch periods shall be paid time and may require payment at overtime rates. Breaks and lunch periods must be surrounded by work periods; breaks and/or lunch periods may not be combined, nor may they be used to shorten a work day.

FLSA Compliance

23.7. Extra-Curricular Work Activities: In order to avoid unnecessary overtime and possible violations of the Fair Labor Standards Act, whenever an employee desires to participate in extra-curricular work activities (i.e. conferences, training, etc.), the employee will be required to revert back to a regular eight (8) hour schedule for the entire alternative work schedule period, unless otherwise approved by the employee's Department Head prior to the extra-curricular event.

23.8. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of Section 23.22.

Flexible Schedules for Employee Development

23.9. Each Agency/Department Head, or his/her designee, is encouraged to consider requests from employees who may wish to modify their working schedules in order to participate in job-related training or education on their own time and at their own expense. The course work must be of such a nature that it would enhance the working skills of the employee's current position, or would contribute to skills required for a promotion within the occupational area in which the employee is employed.

Workweek

23.10. The workweek shall begin at 12:01 am Sunday and end at 12:00 am (midnight) Saturday.

23.11. The workweek or work period established in lieu of a workweek for part-time and extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation (Section 23.22.).

23.12. The workweek or work period established in lieu of a forty (40) hour workweek for any employee may be extended at the discretion of the County in accordance with the provisions of Section 23.22.

23.13. No part-time or extra-help employee shall have a right to work any fixed number of hours in any week or in any month. The number of hours that a part-time employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department Head, or his/her designee.

Canceled Shifts

23.14. The County shall telephone a designated telephone number whenever it does not require an employee to work a shift to which the employee has been previously scheduled. Said telephone call must be made at least one (1) hour in advance of the commencement of the scheduled shift.

23.15. The County's failure to make the required telephone call shall result in payment to the affected employee of two (2) hours of compensation at the employee's regular rate of pay.

23.16. It shall be the employee's responsibility to notify the supervisor, in writing, of their current address and telephone number. Failure to do so shall excuse the County from the requirements of Section 23.14., *et seq.*

Standby Compensation

23.17. Any employee assigned by the County to be on stand-by during non-duty hours (between shifts during the workweek or on a weekend) shall receive standby compensation at the rate of four dollars (\$4.00) per hour during such standby period, provided such employee makes him/herself available for, and responds to, all calls for work during such period. Employees must remain ready and available for calls for work. "Available for calls for work" means that the employee on standby shall be in the county of his/her residence or within one (1) hour of normal driving time of the employee's regularly assigned report location. An employee assigned to standby duty shall not consume alcohol or other drug while on standby that would not be permitted while on duty as provided by County or departmental rules. Employees are required to respond to calls in accordance with departmental standards.

The Department Head or designee may temporarily assign a County vehicle to an employee who is assigned to serve on stand-by, for use in responding to call-outs during that period. The employee will return the vehicle to the Department at the conclusion of the stand-by assignment. However, if the Department determines, from time to time, that continued use of a County vehicle outside normal working hours when the employee is not on stand-by would best serve the County's operational needs, it may authorize such use.

Employees assigned Stand-By duties and who are required to perform work remotely through internet access shall be provided a laptop and an Air Card for access. Additionally, up to three (3) employees in the IT Department shall be provided a thirteen dollars and eighty-five cents (\$13.85) bi-weekly stipend in lieu of a laptop and Air Card.

23.18. Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions of Section 23.22 below. For the first such instance of performance of work during any twelve (12) hour standby period, which standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least two (2) hours of overtime work beyond the workday in accordance with the provisions of Section 23.22 below. Time worked shall commence at the time the first call is received by the employee.

In instances where the work assigned by the County occurs two (2) hours or less prior to the start of the employee's regular scheduled start time, the employee will be paid a stipend equivalent to two (2) hours of overtime work in lieu of the above and will be paid their regular hourly base wage at the start of their regular workday.

23.19. The County vehicle assigned by the County for an employee to have at his/her residence for the purpose of performing overtime work during an assigned standby period shall be considered such employee's assigned worksite for any overtime work performed during such standby period. If the employee uses his/her personal vehicle to respond to a call, the County shall reimburse the employee roundtrip mileage up to a maximum of 50 miles.

23.20. Standby compensation shall not be considered part of the employee's regular rate of pay for purposes of Section 23.22. below.

23.21. Employees are not entitled to Stand-by Pay for any hour(s) compensated at the overtime rate during the time assigned Stand-by Duty.

Overtime Compensation

23.22. Any non-professional employee assigned by the County to perform overtime work beyond the workday, beyond the workweek or beyond the work period established in lieu of the forty (40) hour workweek, shall be granted compensation at a rate equal to one and one-half (1½) times the employee's regular rate of pay

for all such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. Work performed in hours that are contiguous and otherwise eligible for overtime compensation shall receive overtime compensation regardless of a change from one calendar day to the next or one calendar week to the next.

23.23. After Hours Phone Calls for Employees Not Assigned to Stand-by Duty. Any employee who is not assigned to Stand-by Duty as provided in Sections 23.17 through 23.21 called after hours to respond to questions or to provide counseling and/or advice and the call(s) and is on the phone in excess of six (6) minutes, shall be compensated for time worked at the appropriate overtime rate of pay.

Compensatory Time Off (CTO)

23.24. Employees may be allowed to accrue up to a maximum of one hundred (100) hours compensatory time off (CTO). Prior to offering overtime work to an employee, the Agency/Department Head, or his/her designee, shall let the employee know whether CTO could be used as an alternative to cash compensation. The employee, in the event of such a choice, shall make the decision regarding the form of compensation. CTO shall be accrued at the applicable overtime rate.

Shift Differentials

23.25. Every full-time employee, without regard to class, shall be paid a shift differential of one dollar (\$1.00) per hour for his/her workday which commences at or after 12:30 p.m., but before 9:00 p.m. (swing shift); provided, however, that every such employee shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for his/her workday which commences at or after 9:00 p.m., but before 4:00 a.m. (night shift). Every employee required by the County to work in addition to his/her workday, time which is not continuous with his/her workday, shall receive the appropriate shift differential for time so worked as if the second section of their work is beginning of a new shift or the shift differential for his/her regular shift whichever shift differential is the greater.

23.26. Shift differentials shall not be considered part of the employee's regular rate of pay for purposes of Section 23.22 above.

Call-Back Pay

23.27. Any employee called back to work after completion of his/her regular shift shall receive a minimum of two (2) hours compensation for the time worked in accordance with Section 23.22 above.

SECTION 24

HEALTH AND WELFARE BENEFITS

24.1. The County purchases and administers group life insurance and health, vision, and dental care insurance policies for all County employees as described herein.

Major Medical Insurance Coverage

24.2. The County provides medical insurance (through Blue Shield. The County agrees to continue to contribute eighty-seven and one-half percent (87.5%) and the employees will contribute twelve and one-half percent (12.5%) of the premium.

Health Insurance Advisory Committee

24.3. The County will continue to have a Health Insurance Advisory Committee composed of representatives from SEIU, the County and other covered employee groups. The Committee will review alternative medical plan providers as well as plan designs and make recommendations to the County for plan design changes and plan cost and administrative efficiencies. After recommendations are made the County may implement the recommended changes. However, changes to the medical plan provider shall be by mutual agreement. In addition to the representatives designated by the Union for formal negotiations with the County, as set forth in Section 11.1., the Union shall appoint four (4) representatives from this Unit to serve as members of the Health Insurance Advisory Committee and upon the joint request of the Union and the County, the County shall allow said representatives reasonable time off without loss of pay or benefits for the purpose of performing their duties. The Health Insurance Advisory Committee shall meet quarterly unless cancellation is mutually agreed upon by the Union and the County.

Other Benefits Provided by County

24.4. The County shall continue the dental, vision, and life insurance programs in effect as of the date this 2024-26 Memorandum of Understanding is ratified and adopted by the Board of Supervisors.

24.5. The County shall pay eighty-seven and one-half percent (87.5%) of the employees' dental and vision health insurance premiums and employees shall pay twelve and one-half percent (12.5%). The County will pay the entire premium for life insurance.

24.6. Before the County's duty to make any such contribution arises, the employee shall authorize deduction of his/her share of the premium by payroll deduction on forms supplied by the County Auditor.

Employees Covered by Non-County Major Medical Insurance

24.7. Additionally, any full-time employee covered by major medical insurance other than the County's, after showing proof of other medical coverage thereof, may take two hundred thirty-three dollars and four cents (\$233.04) semi-monthly over twenty-four (24) pay periods in cash, or use all or part of that amount to upgrade vision, dental, and life insurance. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the full-time employee waives all benefits except life insurance, the cash total is two hundred fifty-three dollars and four cents (\$253.04) semi-monthly over twenty-four (24) pay periods. A part-time employee who is covered by major medical insurance other than the County's, after showing proof thereof, may take a cash amount of two dollars and ninety-one cents (\$2.91) per hour worked for declining the medical plan only. If the part-time employee waives all benefits except life insurance, the employee may take a cash amount of three dollars and sixteen cents (\$3.16) per hour worked. Whether full or part-time if, during

open enrollment or based on another qualifying event, the employee re-enrolls in the County's applicable benefit program, his or her payment for waiving such benefits shall cease on the effective date of such re-enrollment.

Both Spouses Employed by County

24.8. Current "County Couples" (spouses both of whom are currently working for the County) who are "double covered" may remain double-covered with each covered by the County's major medical insurance carrier, or, at the option of the couple, one spouse would be covered by the County's major medical insurance carrier and the other may take two hundred thirty-three dollars and four cents (\$233.04) semi-monthly over twenty-four (24) pay periods in cash in lieu of medical or two hundred fifty-three dollars and four cents (\$253.04) semi-monthly over twenty-four (24) pay periods in cash in lieu of all benefits. The double-coverage benefit shall not apply to any County couples hired after October 1, 2005; and the double-coverage benefit shall terminate for grandfathered couples whenever and if (a) either spouse takes a cash benefit for the first time instead of upgrading major medical coverage; (b) either spouse terminates his or her County employment; or (c) they divorce.

Eligibility

24.9. Every regular or permanent full-time or part-time employee who works a minimum of twenty (20) hours bi-weekly, other than those employees who are on laid off status, suspended for cause, or on unpaid leave (during which law does not require payment of the County's premium contribution), and his/her dependents, if any, shall become eligible for employee and dependent health, life, dental, and vision care insurance coverage provided by the County (dependents are not eligible for life insurance) on the first day of the month following the month in which such employee completes thirty (30) days of regular or permanent full-time or part-time service. Said employees shall be entitled to such insurance coverage without regard to the number of hours worked by such employees each month. For such employee and dependent health, life, dental, and vision coverage, the County shall contribute the County's share of the premiums each month for each regular or permanent full-time employee and for each regular or permanent part-time employee the amounts set forth.

Right to Purchase Additional Benefits

24.10. Any employee may purchase additional benefits or upgrade any benefit at the employee's own expense, by authorizing payroll deductions therefore once a year in a designated open enrollment period.

Regular and Permanent Part-Time Coverage

24.11. Regular and permanent part-time employees who work a minimum of twenty (20) hours bi-weekly shall be eligible to participate in the health program contingent upon approval of the relevant health program plan provider.

24.12 Part-time employees shall receive an insurance coverage contribution in an amount equal to the proportion of hours worked (regular, sick, vacation, holiday) in any month up to full time. The part-time employees' contributions shall be subject to change based on full-time employees' contributions set forth above.

Enrollment

24.13. Eligible employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly eligible full-time or part-time regular employee shall have fourteen (14) days from the first day of work to complete the enrollment documents required for insurance coverage. When an employee timely enrolls, coverage shall begin on the first day of the

month following the month in which the employee completes thirty (30) days of service as a regular employee thereafter initial enrollment, changes in enrollment may be made by an employee during the annual open enrollment or on the occurrence of a qualifying event as specified by carrier regulations and applicable State or Federal law.

Deferred Compensation Annuity Program

24.14. Every regular or permanent 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 bi-weekly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. The County will contribute up to twenty-three dollars and eight cents (\$23.08) per bi-weekly pay period to the Section 401(a) deferred compensation account to each employee who at least contributes twenty-three dollars and eight cents (\$23.08) to their deferred compensation account for the same bi-weekly pay period. However, if the employee ceases such contributions, the County match will no longer apply.

24.15. At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.

Disability Insurance

24.16. Every employee shall be eligible for the State Disability Insurance (SDI) Program, including the Paid Family Leave Disability Insurance Program. The premiums for said State Disability Insurance (SDI)/Paid Family Leave Disability Insurance Program shall be deducted bi-weekly by the County Auditor from all employees' pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

Personal Belongings

24.17. Personal belongings that an employee is required to bring into the workplace for the performance of the duties of the job are covered by County insurance, provided the criteria as outlined in Amador County Policies and Procedures Manual has been met.

Employees in the Power Equipment Mechanic I-II and Lead classifications in the GSA motor pool are required to provide all of the tools in the Basic Hand Tool list. The County will provide a safe place for the storage of said tools. The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by January 1st of each year.

The County shall fully compensate said employees for department required tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County. In the case of theft, the employee requesting compensation must provide evidence that a police report regarding the incident has been filed.

The County agrees to provide all specialty tools equipment (e.g., diagnostic, machinery, etc.) and supplies reasonably necessary for the performance of assigned duties.

The County shall provide the Union and employees with the Basic Hand Tool list. Within sixty to ninety days after the adoption of the Memorandum of Understanding, the parties will meet to discuss the definition of specialty tools.

Mileage and Travel Allowances

24.18. Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore at the rate governed by the Amador County Policies & Procedures

Manual, which may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement. Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement except that an employee who is called to work at his/her regular duty station shall not be eligible for mileage reimbursement.

24.19. If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee or shall reimburse the employee for the documented actual cost of such meals in accordance with the allowances set forth in the Amador County Policies & Procedures Manual, which meal allowances may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement.

24.20. Other allowances shall be paid to employees for travel which is required by the County in accordance with the provisions outlined in the Amador County Policies & Procedures Manual.

ERS Retirement Coverage

24.21. All employees who are eligible to participate as set forth in the contract between the County and the Public Employees Retirement System (PERS), shall participate therein according to said contract. Extra-help employees are not eligible for PERS coverage; provided, however, that the hours worked in any County fiscal year does not exceed 999 hours.

24.22. The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. All “Classic” members of PERS, regardless of hire date, shall pay the full seven percent (7%) PERS classic member contribution. B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 (“PEPRA”), as amended, shall pay one-half (½) of the Normal Cost as determined by PERS.
- C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.

24.23. The PERS retirement formula and optional benefits for employees shall be as follows:

- A. **Retirement Formulas:** The County maintains the 2% @ 55 Retirement formula for employees hired before June 1, 2011. Employees hired on or after June 1, 2011 or who are hired after January 1, 2013 as a “Classic” member will be provided the 2% @ 60 Retirement formula. Employees hired as new members according to PERS regulations shall be covered by the formula established by PEPRA.
- B. **The 2%@55 plan has the following options:**
 - California Government Code Section 20042 (One-Year Final Compensation);
 - California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit) and
 - California Government Code Section 20965 (Credit for Unused Sick Leave).
- C. **The 2%@ 60 plan has the following options:**
 - California Government Code Section 20037 (Three-Years Final Compensation)
 - California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit) and
 - California Government Code Section 20965 (Credit for Unused Sick Leave).

D. The 2%@62 plan has the following options:

- California Government Code Section 20037 (Three-Years Final Compensation)
- California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit), and
- California Government Code Section 20965 (Credit for Unused Sick Leave).

Retirees’ PERS Administrative Fee

24.24. The County shall pay the PERS administrative fee for retirees after the County is in the PERS major medical insurance program.

Safety Shoe Allowances

24.25. The County agrees to maintain a program for cost reimbursement of approved purchases of County required safety shoes for regular and permanent full-time and part-time employees. Overshoes are strongly encouraged to minimize the need for replacement shoes. The County will reimburse the employee for actual and reasonable costs for the shoes and/or overshoes up to a maximum of one hundred eighty-five dollars (\$185) per contract year per employee, for contract years, upon approval of the Director of Human Resources. However, an employee may forego use of this benefit in one contract year and carryover it to the next year (for a maximum of one contract year) and use up to the entire resulting three hundred seventy dollars (\$370) accumulation in the second year for one pair of required safety shoes. Lack of prudent care of shoes, including failure to use protective overshoes, may result in denial of reimbursement for replacement shoes.

The County shall provide employees in the Public Works Road Crew classifications (designated by a “*” below) who are required to routinely work in inclement weather, reimbursement of required safety shoes up to a maximum of three hundred dollars (\$300) per contract year, per employee. However, an employee may forego use of this benefit in one contract year and carryover to the next year (for a maximum of one contract year) and use up to the entire resulting six hundred dollars (\$600) accumulation in the second year for one pair of required safety shoes.

Employees who work outside an office/in the field in the following classifications shall be eligible for this benefit:

Agriculture & Standards Insp I, II and III
Agriculture Technician
Agriculture Technician/GIS Assistant
Air Pollution Inspector I and II
Airport Manager
Animal Care Technician I and II
Animal Control Officer I, II and III
Assistant in Civil Engineering I and II*
Associate Civil Engineer *
Bridge & Sign Maintenance Specialist*
Building Code Compliance Officer/CEA
Building Inspector I, II and III
Building Maintenance Worker I, II and III
Senior Building Maintenance Worker
Code Enforcement Officer
Construction Worker and Sr.
Custodian I and II
Dep Ag Com/Sealer of Weight, Measures

Engineering Technician*
Environmental Health Specialist I, II, and III
Environmental Health Technician I, II
Heavy Equipment Mechanic*
Mail Clerk (for warehouse work)
Mosquito & Vector Control Technician
Planner I, II, and III
Power Equip Mechanic I*, II* and Lead*
Power Equip Mechanic II-Fabrication*
Public Works Project Engineer*
Public Works Inspector*
Public Works Lead Inspector*
Public Works Maintenance Supervisor*
Public Works Maintenance Worker I*, II*, III* and Lead*
Public Works Senior Project Engineer*
Public Works Senior Project Manager*
Public Works Surveyor*

Employee Wellness Program

24.26. The County agrees to provide up to \$100.00 per calendar year cost reimbursement to regular and permanent employees who participate in a health, wellness and/or physical fitness program approved by the Human Resources Director, or his/her designee. Claims for this cost reimbursement totaling up to one hundred dollars (\$100) must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year. Cost reimbursement is processed through payroll and subject to applicable taxes.

Employee Assistance Program (EAP)

24.27. Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the County. For information on the Employee Assistance Program (EAP), refer to Amador County Policies & Procedures Manual, which is available in each County department. The County shall pay for the cost of the Employee Assistance Program (EAP).

24.28. In matters involving proposed discipline against an employee, the County may, in its sole discretion, allow the employee to enter an employee assistance program to address a substance and/or alcohol abuse problem as an alternative to discipline.

Health Examinations or Fitness for Duty Tests

24.29. If any health examination or Fitness for Duty test is required of any employee by the County, the County shall provide the required examination or test or cause such examination or test to be provided. Employees shall be granted paid leave of absence for the purposes of undergoing required health examination. The County shall select the persons to provide the required examination or test. If the employee disagrees with the County's selection prior to submitting to the examination or test, the County shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona fide emergency.

24.30. The County agrees to provide cost reimbursements on an annual basis for DMV physicals and related costs which are required by the County and are not covered by the employee's medical insurance.

Section 125 of the Internal Revenue Code

24.31. The County Auditor has implemented Section 125 of the Internal Revenue Code allowing for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, etc., as desired by each employee.

SECTION 25

CLASSIFICATIONS AND WAGES

Equity Adjustments

25.1. An equity adjustment is a change in the range of a classification after meeting and conferring.

Reclassifications

25.2. Reclassifications occur when the County (a) determines that the duties of a particular position have changed substantially; (b) reorganizes a department or agency by changing staffing levels, duties, or positions held by specific employees; or (c) determines that the duties of a particular position as required to be performed are those of a different class.

25.3. An employee occupying a position which is reclassified to a class with the same range as the previous position shall be placed at the same step and salary. An employee reclassified to a class with a higher range shall be placed at the step which is the same as or closest to but no lower than their previous salary. An employee reclassified to a class with a lower range shall be placed at the step which is the same as or closest to but no lower than their previous salary or, if the highest step in the new range is lower than the previous salary the employee shall be Y-rated. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department if they are qualified. They will also be interviewed for open positions, upon their request, within their old class in other departments prior to considering any other candidates for the position. Any refusal of an offer in the old class will terminate the Y-rate. The anniversary date of an employee whose position is reclassified pursuant to this section 25.3 will not change as a result of that reclassification.

Temporary Assignments

25.4. An employee assigned temporarily to work in a class with a higher designated range ("temporary range") than the range designated for such employee's regularly assigned class ("regular range") shall upon the recommendation of his/her Agency/Department Head, or his/her designee, and approval by County Administrative Officer, be paid in accordance with the temporary range during the temporary assignment. The recommendation from the Agency/Department Head, or his/her designee, shall include a specific time frame for the temporary assignment. The temporary assignment shall not begin until the County Administrative Officer approves it.

25.5. During that temporary assignment, the employee shall retain whatever step in the temporary range shall result in a wage increase.

25.6. An employee who believes that an Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a temporary range higher than the employee's regular range, and who is not receiving the temporary range, may request through the Agency/Department Head, or his/her designee, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall, within five (5) working days, approve or disapprove the employee's request and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee being paid at the temporary range shall be sent to the County Administrative Officer for action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.

25.7. If the Agency/Department Head, or his/her designee, disapproves the employee's request, the County Administrative Officer, or his/her designee, shall investigate the request and the Agency/Department Head's, or his/her designee's, decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the County Administrative Officer shall approve the temporary range.

25.8. If the County Administrative Officer denies the request, the employee may file a grievance thereon.

Promotions

25.9. Promotions occur when an existing employee receives a report of appointment to a class with a higher range than their current position through the competitive open position process. Any employee receiving a promotion shall receive, at a minimum, a wage increase which is at least a five percent (5%) increase from their previous salary within the salary range for the new class and shall receive a new step anniversary date. If an employee had previously qualified for, and had received longevity pay, and is promoted to a higher range, the five percent (5%) increase will be calculated on Step E of the range that the qualifying employee left. If the qualifying employee is placed at either Step A, B, C, D, or E of the higher range, the qualifying employee will also receive the appropriate longevity pay in addition to the wage received at the new range and step.

25.10. The following classes within a classification series automatically, upon successful completion of probation or appropriate licensing, advance to the next class in a classification series, but no further. These classes are the only classes which so advance automatically. Internal applicants who are promoted to any classification that has automatic progression must meet the minimum qualifications of the higher level before automatically progressing to the higher level in the series.

Positions with Automatic Progression

Classes	Progression	Department
Behavioral Health Clinician	I-II	Behavioral Health
Building Inspectors	I-II	Building
Deputy Public Conservator/Guardian/Administrator	I-II	Public Conservator
Eligibility Specialist (IMS)	I-II	Social Services
Employment and Training Worker (IMS)	I-II	Social Services
Account Clerk (IMS)	I-II	Social Services
Office Assistant (IMS)	I-II	Social Services
Planner	I-II	Planning
Public Works Maintenance Worker	I-II	Public Works Department
Social Worker (IMS)	I-II	Social Services
Staff Services Analyst (IMS)	I-II	Social Services

Wages

25.11. The wage schedule designated as the schedule for October 1, 2024 in the attached Appendix B shall take

effect October 1, 2024. It reflects a base wage rate increase of five and three-quarters percent (5.75%) of the base wage rates in effect on September 30, 2024. The wage schedule designated as the schedule for October 1, 2025 in the attached Appendix B shall take effect October 1, 2025. It reflects a base wage rate increase of three and one-half percent (3.5%) of the base wage rates in effect on September 30, 2025.

25.12. The County uses the following counties for comparison purposes: Calaveras, Nevada, San Benito, Tuolumne, and Yolo.

25.13. Subject to the provisions of Sections 20, 21, 22, and 24 above, every employee shall be paid in accordance with the wage schedule, except when absent from his/her duty with paid leave authorized in accordance with the provisions of this Agreement, and be paid on a salary basis computed at 2080 hours per year. Employees are only paid for the time actually worked, plus sick, professional, and vacation leave. A full-time employee's pay period shall be from the first of the month to the end of the month, except as may be changed as provided in 25.15. New employees and terminated employees shall be paid for the actual hours worked from the first working day of the month.

Warrants

25.14. The dating and issuing of payroll warrants shall be on a bi-weekly basis. The County shall offer direct deposit of paychecks, if an employee so elects, and has worked two (2) months of continuous employment.

Step Advancements

25.15. Step advancement for a permanent employee shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Sections 14 .1. and/or 18 above.

25.16. A permanent employee hired or promoted at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment as a regular or permanent employee in his/her regularly assigned class. If such employee completes his/her first six (6) months of employment as a regular or permanent employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a permanent employee hired or promoted at Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

25.17. A permanent employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a permanent employee in his/her regularly assigned class. If such employee completes his/her first year of employment as a permanent employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a permanent employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

Longevity Increases

25.18. Permanent employees shall receive longevity wage increases on their base pay on the first calendar day of the month following the month in which such employee has completed the benchmark of ten (10), fifteen (15), and twenty (20) continuous years of regular and permanent County employment. At the completion of each of these benchmark years (10, 15, 20), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<i>Completed Years of Service</i>	<i>Base Salary Adjustment</i>
10	2.500%*
15	5.063%*
20	7.700%*

** These amounts do not “stack” or “combine”.*

Effective October 1, 2025, permanent employees shall receive longevity wage increases on their base pay on the first calendar day of the month following the month in which such employee has completed the benchmark five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) continuous years of regular and permanent County employment. At the completion of each of these benchmark years (5, 10, 15, 20, 25, 30, 35, 40), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<i>Completed Years of Service</i>	<i>Base Salary Adjustment</i>
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.150%*
30	15.650%*
35	18.150%*
40	20.650%*

** These amounts do not “stack” or “combine”.*

The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee’s Agency/Department Head, or his/her designee, no less than thirty (30) calendar days prior to the date when an employee’s appraisal is required by this Agreement. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and other appropriate documentation are completed by the Human Resources Department. When a formal performance appraisal is not completed within thirty (30) calendar days of the required date, the employee shall, for all purposes, be deemed to have received a rating for “Meets” standards for the sole purpose of applying this section.

25.19. A period of suspension pursuant to Section 18.4. shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancements set forth in Section 25.21., but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancements.

Miscellaneous Stipends

25.20. Any employee working for the Public Works Agency Road Crew who has been certified by the Department of Motor Vehicles and who has been assigned the task of DMV Officer as part of his/her regular duties shall receive a stipend for \$100.00 per year as long as the DMV in-house program is in place.

25.21. The Side Letter(s) of Agreement set forth in Appendix D of this Memorandum of Understanding and addressing the below topic(s) are by this reference incorporated into this Memorandum of Understanding:

A. Data From County-Issued Electronic Devices

25.22. Special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

25.23. Department Heads may designate employees as bilingual service providers. Designated employees shall be paid a bilingual pay differential of five percent (5%) above the employee's base wage for all hours of actual work, worked overtime, and leave taken, when so designated.

Bilingual pay may be provided for an employee with proficiency in any language (including sign language or Braille) who has passed a proficiency test administered whether by the Human Resources Department or State Merit System, and whose position has been determined by the County Department Head to be necessary to provide primary bilingual services.

Employees shall be designated as bilingual service providers if they are using their bilingual skills a minimum of twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement will be reviewed by the Human Resources Director on case by case basis and that determination shall be final. Employees receiving the differential may be required by their Department Head to assist other County Departments' staff in providing bilingual services, where necessary. Employees providing bilingual service in the County will be expected to adhere to Departments' rules concerning confidential information and may be asked to sign a statement acknowledging their understanding of the confidentiality of information.

The County shall adopt a language proficiency testing process to determine employees' qualifications to serve as a bilingual skill provider. The County shall utilize existing bilingual skilled employees to assess employees' bilingual capabilities when possible. For employees in positions designated in the Memorandum of Understanding as Merit System Positions, testing shall be conducted through the State Merit System.

25.24. Employees represented by SEIU in the Sheriff and Probation Department Offices will receive a bi-weekly stipend of eighteen dollars and forty-six cents (\$18.46) per bi-weekly pay period beginning after one year of employment, for care and maintenance and replacement of required work attire. In the Sheriff's Office, required clothing is purchased by the Department when employment begins; in the Probation Office, new employees will be reimbursed up to three hundred dollars (\$300) upon providing receipts for the purchase of specifically required clothing. Specifics of attire are separately stated by each Office.

25.25. Incumbents in the Public Works Maintenance Lead Worker classification assigned Lead Work duties over AB109 participants will receive a five percent (5%) differential stipend over their base wage. For any days when AB109 participants are not assigned to the road crews, the stipend will not be paid; a stipend will be paid only for those days when AB109 participants are assigned to the road crews.

25.26. Incumbents in the Outreach Technician classification assigned medical assisting in Public Health functions will receive a five percent (5%) differential stipend over their base wage. The additional minimum

qualifications for this assignment will be: “Completion of medical assisting training program within three months of appointment.”

Additional duties will include ordering medical supplies, assisting medical personnel with set-ups/preparation for appointments, screening vitals, administering prescribed injections under close supervision, assisting with processing of consent forms, ensuring that laboratory specimens are properly processed and assisting Public Health medical personnel with Public Health programs.

SECTION 26

OPEN POSITIONS

Disclosure by Applicants

26.1. The County shall include in the standard application for employment, the requirement that the applicant disclose his or her knowing, or having had any relationship outside of the workplace, with the hiring Agency/Department Head, or other hiring person, and a description of the context or venue in which the knowing or relationship with the hiring Agency/Department Head or other hiring person occurred.

Notice

26.2. In order to insure that all employees have an opportunity to apply for open County positions, the Human Resources Director shall cause to be posted notice of each open position on bulletin boards, including Union-designated bulletin boards in every staffed County building as soon as possible, but under no circumstances later than five (5) working days prior to the application deadline. Positions will be designated as an “open recruitment”, defined as open to any applicant, or an “internal recruitment”, defined as open to applicants who are currently employed by the County or any of its special districts. Said notice shall also be sent to each Union steward. The Human Resources Director shall also cause to be posted positions on the County web page.

Filling of Positions

26.3. The filling of open positions shall be conducted in the following manner:

- A. The Human Resources Department shall review all applications submitted for the open position. He/she shall eliminate from further consideration all applicants who do not meet the minimum qualifications for the position.
- B. A screening committee shall be formed by the Human Resources Director or his/her designee. The screening committee shall include the Agency/Department Head, or his/her designee, in whose department the position is to be filled, the Human Resources Director or his/her designee, a represented employee selected by the Human Resources Director, and, if deemed appropriate by the Human Resources Director, a knowledgeable person employed by another county or agency.
- C. The screening committee shall meet and decide which of the qualified applicants are the most qualified.
- D. The screening committee shall interview the most qualified applicants.
- E. After interviewing the most qualified applicants, the screening committee shall rank those applicants and recommend the hiring of one (1) thereof, based on the applications and interviews.
- F. All work of the screening committee shall be done in confidence; provided, however, that the represented employee may report to the Union the results of the screening committee. The Union shall keep in confidence the report made by the represented employee.
- G. The Agency/Department Head, or his/her designee, shall fill the open position with one (1) of the

five (5) top-ranked applicants.

H. The Union shall be given notice by the Human Resources Director of which applicant has been selected to fill the open position.

SECTION 27

PROFESSIONAL EMPLOYEES

27.1. The Professional category shall be comprised of the classifications as listed in Appendix B (Classifications and Wages):

27.2. Professional employees as outlined herein shall not be subject to Section 23 (Hours of Work) as outlined by this Agreement as it relates to overtime and compensatory time off (CTO). These employees are exempt from overtime requirements as outlined by the Fair Labor Standards Act (FLSA). Instead, Professional employees shall work a flexible schedule to be determined in consultation with their Agency/Department Head, or his/her designee. Except in instances where Behavioral Health FLSA exempt staff are assigned or directed by their supervisor to provide crisis services outside of their regularly scheduled work hours.

The foregoing notwithstanding, Behavioral Health Therapists shall receive overtime pursuant to Sections 23.17 and 23.18 only.

27.3. Professional employees shall accrue up to five (5) days of professional leave each calendar year which may be utilized upon completion of their probationary period. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Part-time professional employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.

Eligible Classifications:

Behavioral Health Care Nurse I
Behavioral Health Care Nurse II
Behavioral Health Care Nurse III
Behavioral Health Rehabilitation Specialist
BHC Program Manager (Community Services)
BHC Program Manager (Clinical Services)
Behavioral Health Care Clinician I
Behavioral Health Care Clinician II
Behavioral Health Care Clinician III
Crisis Services Coordinator I
Crisis Services Coordinator II
Crisis Services Counselor I
Crisis Services Counselor II
Health Educator I
Health Educator II
Licensed Vocational Nurse
Medical Case Management Registered Nurse
Nurse Practitioner
Public Health Nurse I
Public Health Nurse II
Public Health Nurse Supervisor
Public Health Program Coordinator
Public Health Program Manager
Public Health Program Manager-Grants Management
Registered Nurse (Health)
Utilization & Quality Management Coordinator I
Utilization & Quality Management Coordinator II

27.4. The probationary period for Professional employees shall be twelve (12) months. Employees are subject to the probationary provisions as outlined in Section 14 of this employee bargaining agreement.

27.5. The salaries for Professional employees are outlined in Appendix B (Classifications and Wages).

27.6. Promotions from level to level for Professional employees are subject to approval by the County Administrative Officer, upon recommendation by the Agency/Department Head, or his/her designee.

SECTION 28

LABOR-MANAGEMENT COMMITTEE

28.1.1 In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to maintain a Labor-Management Committee subject to the following:

- A. The Committee will meet monthly, or as mutually agreed by the parties.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to, or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Committee will be composed of representatives appointed by the County and representatives appointed by the Union. The County shall seek to have staff from within the County Administrator's Office as its representative. At least one of the Union representatives will be a Union official. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Meetings will be held on non-paid time, generally planned for lunchtime.

SECTION 29

RECOMMENCEMENT OF NEGOTIATIONS

29.1. Either the Union or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations not earlier than June 1, 2026, and not later than August 1, 2026.

29.2. If the Union or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, 2026; provided, however, that neither the Union nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, 2026.

SECTION 30

TERM, WITNESSES, AND SIGNATORS

30.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on October 1, 2024 or the date it is adopted by the Board of Supervisors, whichever is later, and shall remain in effect through September 30, 2026. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Union notifies the other not later than August 1, 2026 or, in the case of automatic renewal, the applicable August 1, of its request to modify, amend, or terminate this Agreement.

30.2. In witness whereof, this Agreement was ratified by a membership vote of the Union and said ratification reported to the County on October 31, 2024.

30.3. In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on _____.

Done this day, _____, 2024.

For the County of Amador, California:

For SEIU Local 1021:

Brian Oneto, Chair Board of Supervisors

Cheryl Harris, Field Representative

Bill Petrone, Region E Director

APPROVED AS TO FORM:
GREG GILLOT, COUNTY COUNSEL FOR
THE COUNTY OF AMADOR, CALIFORNIA:

David Canham, Executive Director

By: _____

Cynthia Landergen, Bargaining Team

Jason Chien, Bargaining Team

Daniel Weddle, Chapter Board President

Charles Tine, Bargaining Team

Shannon Diener, Bargaining Team

Carol Hobson, Bargaining Team

Patricia Orey, Bargaining Team

Erica Vargas, Bargaining Team

APPENDIX A - DEFINITIONS

The definitions in this Section shall govern the construction of this Agreement and shall have the respective meanings given below unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.

Absenteeism. The unexcused non-attendance of an employee from his or her assigned workplace or duty.

Administration Level. This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management, rather than supervision or the performance of complex technical work in most non-professional areas, distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

Administrative Leave. Leave with pay and accrual of benefits, imposed at the direction of the County, upon an employee during the pendency of an investigation which may lead to disciplinary action against the employee, or when the employee appears unable to work, during which period the employee is not required to perform work, but is to remain available for recall to work upon short notice.

Age Discrimination in Employment Act (ADEA). A federal statute prohibiting employers with 20 or more employees from discriminating in employment against persons 40 years or older. Penalties for violating the ADEA include reinstatement with back pay and fringe benefits, plus reasonable attorney's fees.

Alternative Work Schedules. A change in the normal work schedule as defined in this Agreement.

Anniversary Date. The date upon which a regular employee becomes eligible for step advancement under the provisions of this Agreement.

Arbitration. The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

Back Pay. An amount of pay due a worker for periods prior to the current pay period. Back pay is usually a form of an award for lost wages given through a court ruling or as a result of arbitration, or a remedy for a payroll error.

Bargaining Unit. A group of employees recognized by an employer under the Myers-Milias-Brown Act.

Call-Back Pay. Guaranteed pay for a set minimum number of hours when employees are called back to work when they were not originally scheduled.

Catastrophic Destruction. An extreme misfortune to property owned or possessed by an employee.

Catastrophic Leave. Time used by an employee who has experienced an extreme misfortune.

Child. A biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

Class. All positions which are sufficiently similar, as to (1) kind or subject matter of work, (2) level of difficulty and responsibility, and (3) qualification requirements of the work, that they can be given the same title and can be assigned to the same range.

Classification. The grouping of positions into classes.

Collective Bargaining. The meeting between an employer and employee representatives to confer in good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

Compensatory Time Off (CTO)(comp time). Paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

Corrective Action. This term applies to taking action to correct a behavioral or performance problem.

County. The Board of Supervisors of the County of Amador or any employee holding a management position, or any person authorized by the Board of Supervisors or by any employee holding such management position to act in its/his/her behalf.

County Administrative Officer. Shall include any County officer or employee designated by the County Administrative Officer to act on his/her behalf.

Deferred Compensation. Compensation payments that accrue for use at some point in the future. Most deferred compensation payments include contributions to pension fund

annuities. They are usually not fully taxable until benefits begin.

Demotion. An action resulting in a downward change in classification to a class with a lower salary.

Disability. Under disability non-discrimination law, a physical or mental impairment that substantially limits one or more of a person's major life activities. Under workers' compensation law, can be a temporary or permanent injury.

Disabled Individual. Under federal law, an individual who (1) has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment. A handicap is substantially limiting if it is likely to cause difficulty in securing a job, retaining a job, or advancing in employment.

Discharge. A separation of the employment relationship for reasons of violation of standards of conduct or safety regulations, unsatisfactory job performance, or any reason deemed to warrant separation must be made for just and sufficient cause.

Discrimination. As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or group of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap, age, or veteran status. The term also includes the failure to remedy the effects of past discrimination.

Documentation. Records, usually written, kept by employers as proof of actions taken in the workplace. Examples of documentation include performance appraisals and written warnings.

Drug-Free Workplace Act. A federal law enacted in 1988 which requires federal contractors to implement policies to assure the existence of a drug-free workplace. Among other requirements, the Act mandates employee notification statements, a drug-free awareness program, and notice to an agency of convictions. Violations could lead to debarment from future contracts for up to five (5) years.

Employee. Any person who has been hired by the County and who has assumed the tasks of a position.

Employee Assistance Program (EAP). A program provided by employers to help employees handle problems such as alcohol and drug abuse, or emotional disturbances.

Employee Wellness Program. A monetary program provided by employers to go towards reimbursement for employees who participate in a physical fitness program approved by the Human Resources Director, or designee.

Entry Level. This is normally a trainee level. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments, policies, and programs related to their work area. Initial job assignments require only limited previous work experience and background.

Equal Employment Opportunity. A doctrine requiring that applicants and employees not be discriminated against in employment on the basis of certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

Equal Employment Opportunity Commission (EEOC). This Commission was created by Title VII of the Civil Rights Act of 1964 to act as an enforcement agency of that Act. The Commission has two main purposes: (1) to end discrimination based on race, color, religion, age, sex, or national origin in hiring, promotion, firing, wages, testing, training, apprenticeships, and all other conditions of employment; and (2) to promote voluntary action programs by employers, unions, and community organizations to promote equal employment opportunities.

Exempt. An employee classification designated by the Fair Labor Standards Act (FLSA). An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the FLSA. Executives, administrative employees, professional employees, and employees engaged in outside sales are classified as exempt from overtime pay requirements.

Exit Interview. A structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems.

Family Definitions: Extended Family. Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.

Immediate Family. The employee's parent, child, spouse/ registered domestic partner and child of domestic partner.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for people in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

Family and Medical Leave Act of 1990. Requires employers with 50 employees in a 75 mile-radius to offer those employees up to 12 weeks of unpaid leave to care for a newborn or adopted child, or a seriously ill child, spouse, or parent, or the employee's own serious illness.

Flex Schedule. A scheduling plan that permits employees to choose their own working hours by scheduling around certain core hours in the middle of the day.

Grievant. A specific, named employee or employees covered by this Agreement and shall not include the Union or a class or group of employees not identified by name along with specific grievances.

Harassment. Sexual conduct where submission to, or rejection of, such conduct affects terms or conditions of employment; that substantially interferes with an employee's ability to perform the job; or that creates a hostile work environment as described in County Policy.

Incumbent. A person currently occupying a particular position.

Independent Contractor. A person hired to perform certain duties for a specified price and term. Generally, the person sets the hours of work, determines the methods of implementing the task, supplies his or her own "tools", and offers his or her services to other entities. The employer may not retain the right to direct how the independent contractor performs his/her duties.

Job Description. A summary of the most important features of a job, including the general nature of the work performed, specific task responsibilities, reporting relationships, and working conditions.

Licensed Health Care Practitioner. (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner, physical therapist, podiatrist, optometrist, dentist, or psychologist licensed by the State of California and acting within the scope of his/her practice as defined by California state law; or (B) any other health care practitioner mutually agreed upon in writing by the County and the employee; provided, however, that either the County or the employee may terminate such Agreement by giving seven (7) days written notice to the other party.

Life Partner. For the purposes of this MOU, life partner shall include but not be limited to any person cohabiting with the employee on a sustained basis for at least the previous twelve months while not paying to or receiving rent or other consideration from the employee.

Moral Turpitude. Conduct contrary to justice, honesty, modesty, or good morals.

New Employee Orientation. The guided introduction of new employees to their job, the work environment, and the culture of County government.

Non-Exempt. A term used to describe employees who are subject to the minimum wage and overtime standards of the Fair Labor Standards Act, are paid for hours worked, and who must be paid one-and-one-half times their regular rate of pay for excess hours worked.

Occupational Disease/Illness. Condition or disease arising out of, and in the course of, employment.

Occupational Safety and Health Administration (OSHA). A federal agency created in 1970 to establish health and safety standards for the workplace and to ensure that all U.S. workers have a safe, healthy work environment. The agency is vested with the power to inspect and issue citations to organizations which violate the safety standards encompassed in OSHA regulations.

Pay. Wages earned by, and payable to an employee or, for the purposes of determining paid status, disability insurance/workers' compensation temporary disability indemnity payments payable to an employee in accordance with the provisions of this Agreement, or in accordance with state and/or federal law.

Performance Appraisals. A system of review and appraisal of an individual's job performance as described in County policy. This system should influence an employee's job-related behaviors and when used constructively can help improve employee performance.

Permanent. An employee who has successfully completed the requirements of a probationary period for his/her position.

Human Resources Director. Shall include any County officer or employee designated by the Human Resources Director to act on his/her behalf in his/her absence.

Position. A set of tasks, i.e., duties and responsibilities, assigned by the County to be performed by an employee, which has a title, classification, and job description.

Probationary Period. A period of time commencing

from the date of hire during which a new employee receives close supervision to perform the job. It is also a time during which the new employee and the employer may appraise the appropriateness of retaining the employee for the position (usually for a period of six months).

Professional Employee. Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers, and the various type of physical, chemical, and biological scientists.

Progressive Discipline. An approach to imposing disciplinary action in which a lesser penalty may be appropriate for an offense the first time it is committed and more severe penalties are imposed for committing the same or other offense again.

Promotion. A merit-based upward change in the wage of an employee as a result of the appointment of an employee to probationary status in a position within a new classification with a higher designated range of the classification from which such employee was promoted.

Range. One of the numerically designated wage levels established by this Agreement.

Recruitment. The process of attracting, on a timely basis, a sufficient number of qualified candidates to apply for job openings within an organization.

Regular Employee. An employee who is appointed to a regular budgeted position who is serving the initial probationary period.

Rest Period. A period during work time during which an employee is free from any requirement to perform work or to be available to perform work for the County.

Separation. Termination of the employment relationship for any reason. Includes resignation, release, death, retirement, reduction in force, or discharge. Whenever possible, employees shall give a minimum of two (2) weeks notice of the final separation date. No employee shall be allowed to extend their separation date by using vacation, holiday, compensatory time off (C/O), sick leave, or professional leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

Shift Differentials. Extra pay allowances made to employees who work on a shift with hours that may represent a hardship. Shift differentials usually are

expressed as a percentage of pay, or in cents per hour.

Sick Leave. Time for which the employee is paid when he or she is not working due to illness or injury.

Standby. A period during which an employee is not ordinarily required to perform work for the County, but is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is provided in the event the employee is not called to perform work, with the regular rate of pay for the period or periods the employee is required to work.

Step Advancement. An upward change in the wage of an employee based on time in grade by means of progression to the next step within the range.

Steward. A County employee who is a member of the General Unit elected to represent other Unit employees in their relations with the County.

Supervisor. An FLSA exempt individual with the employer's delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, discharge, discipline, or direct other employees – or effectively recommend such action.

Suspension Without Pay. Removal of an employee from his/her assigned position and from paid status, without pay, for a period of time during which the employee would otherwise be required to work, as a result of disciplinary action effected in accordance with the provisions of Section 19 of this Agreement.

Termination. An involuntary separation of the employment relationship for disciplinary reasons.

Title VII of the Civil Rights Act of 1964. A section of the 1964 Civil Rights Act that prohibits employment discrimination on the basis of race, color, sex, religion, or national origin.

Union Representative. An employee of the Union and not of the County who represents Unit employees in their relations with the County.

Worker's Compensation Insurance. Medical benefits and pay provided for employees who have had work-related accidents or for dependents of accident victims.

Y-Rate. The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

APPENDIX B
GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
5.75% Increase
Effective 10/01/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2196	4-H Program Coordinator	26.54	27.87	29.26	30.72	32.26	C
1495	Account Clerk I (IMS)	19.53	20.51	21.53	22.61	23.74	C
1690	Account Clerk II (IMS)	21.49	22.56	23.69	24.88	26.12	C
1959	Account Clerk III (IMS)	24.18	25.39	26.66	27.99	29.39	C
2583	Accountant I	30.41	31.93	33.53	35.20	36.96	C
2885	Accountant II	33.44	35.11	36.87	38.71	40.65	C
2142	Accounting Technician (IMS)	26.00	27.30	28.67	30.10	31.60	C
1280	Administrative Asst I	17.38	18.25	19.16	20.12	21.13	C
1451	Administrative Asst II	19.10	20.06	21.06	22.11	23.22	C
1642	Administrative Asst II-Translator	21.01	22.06	23.16	24.32	25.54	C
1642	Administrative Asst, Sr	21.01	22.06	23.16	24.32	25.54	C
2424	Administrative Legal Secretary	28.83	30.27	31.79	33.37	35.04	C
2039	Administrative Secretary	24.98	26.23	27.54	28.92	30.36	C
2194	Administrative Supervisor	26.52	27.85	29.24	30.70	32.24	C
2290	Administrative Technician	27.48	28.85	30.30	31.81	33.40	C
4303	Adult Services Program Manager (IMS)	47.62	50.00	52.50	55.13	57.88	E
2069	Agriculture & Standards Insp I	25.27	26.53	27.86	29.25	30.72	C
2417	Agriculture & Standards Insp II	28.75	30.19	31.70	33.28	34.95	C
2850	Agriculture & Standards Insp III	33.08	34.73	36.47	38.29	40.21	C
1384	Agriculture Technician	18.42	19.34	20.31	21.32	22.39	C
1570	Agriculture Technician/GIS Asst	20.28	21.29	22.36	23.48	24.65	C
2561	Air Pollution Inspector I	30.19	31.70	33.28	34.95	36.70	C
3016	Air Pollution Inspector II	34.74	36.48	38.30	40.22	42.23	C
2427	Air Pollution Technician	28.86	30.30	31.82	33.41	35.08	C
1280	Airport Assistant	17.38	18.25	19.16	20.12	21.13	C
3682	Airport Manager	41.41	43.48	45.65	47.94	50.33	E
1455	Animal Care Technician I	19.14	20.10	21.10	22.16	23.26	C
1798	Animal Care Technician II	22.56	23.69	24.87	26.12	27.42	C
1591	Animal Control Office Coord	20.49	21.51	22.59	23.72	24.91	C
1591	Animal Control Officer I	20.49	21.51	22.59	23.72	24.91	C
1798	Animal Control Officer II	22.57	23.70	24.88	26.13	27.43	C
2137	Animal Control Officer III	25.95	27.25	28.61	30.04	31.54	C
2347	Appraiser I	28.05	29.45	30.93	32.47	34.09	C
2921	Appraiser II	33.80	35.49	37.26	39.13	41.08	C
1280	Archives Assistant	17.38	18.25	19.16	20.12	21.13	C
1943	Archivist	24.02	25.22	26.48	27.81	29.20	C
3053	Assistant in Civil Engineering I	35.11	36.87	38.71	40.64	42.68	C
3404	Assistant in Civil Engineering II	38.62	40.55	42.58	44.71	46.94	C
3984	Associate Civil Engineer	44.42	46.64	48.97	51.42	53.99	E
2318	Auditor-Appraiser I	27.76	29.15	30.61	32.14	33.74	C
2922	Auditor-Appraiser II	33.80	35.49	37.26	39.13	41.08	C
1988	Behavioral Health Aide	24.46	25.68	26.97	28.32	29.73	C
2236	Behavioral Health Care Counselor I	26.94	28.29	29.70	31.19	32.75	C
2504	Behavioral Health Care Counselor II	29.62	31.10	32.66	34.29	36.00	C
2974	Behavioral Health Care Supv (A/D)	34.32	36.04	37.84	39.73	41.72	E
3223	Behavioral Health Non-Clinical Program Coordinator	36.81	38.65	40.58	42.61	44.74	C
2627	Bldg Code Compliance Ofc/CEA	30.85	32.39	34.01	35.71	37.50	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2437	Bridge & Sign Maint Spec	28.95	30.40	31.92	33.51	35.19	C
2461	Building Inspector I	29.19	30.65	32.18	33.79	35.48	C
2756	Building Inspector II	32.14	33.75	35.43	37.21	39.07	C
3076	Building Inspector III	35.34	37.11	38.96	40.91	42.96	C
3358	Building Inspector Supervisor	38.16	40.07	42.07	44.17	46.38	C
1876	Building Maint Worker I	23.34	24.51	25.73	27.02	28.37	C
2108	Building Maint Worker II	25.66	26.94	28.29	29.70	31.19	C
2365	Building Maint Worker III	28.23	29.64	31.12	32.68	34.31	C
2186	Building Permit Technician I	26.44	27.76	29.15	30.61	32.14	C
2450	Building Permit Technician II	29.08	30.53	32.06	33.66	35.35	C
1943	Cadastral Drafting Technician I	24.01	25.21	26.47	27.79	29.18	C
2279	Cadastral Drafting Technician II	27.37	28.74	30.18	31.68	33.27	C
3196	Chief Fiscal Supervisor (IMS)	36.54	38.37	40.29	42.30	44.41	C
2933	Code Enforcement Officer	33.91	35.61	37.39	39.26	41.22	C
2728	Communications Systems Tech	31.86	33.45	35.13	36.88	38.73	C
2738	Community Development Senior Technician	31.96	33.56	35.24	37.00	38.85	C
2186	Community Development Technician I	26.44	27.76	29.15	30.61	32.14	C
2450	Community Development Technician II	29.08	30.53	32.06	33.66	35.35	C
2857	Compliance Officer	33.15	34.81	36.55	38.38	40.29	C
2083	Compliance Specialist	25.41	26.68	28.01	29.42	30.89	C
2236	Construction Worker	26.94	28.29	29.70	31.19	32.75	C
2504	Construction Worker, Sr	29.62	31.10	32.66	34.29	36.00	C
1258	Custodian I	17.16	18.02	18.92	19.86	20.86	C
1429	Custodian II	18.87	19.81	20.80	21.84	22.94	C
2321	Deputy Public Conservator/Guardian/Administrator I	27.79	29.18	30.64	32.17	33.78	C
2738	Deputy Public Conservator/Guardian/Administrator II	31.96	33.56	35.24	37.00	38.85	C
3404	Deputy Surveyor/ Deputy Registrar of Voters	38.62	40.55	42.58	44.71	46.94	C
3222	Director of Victim Witness Assistance Bureau	36.80	38.64	40.57	42.60	44.73	E
3014	Elections Supervisor	34.72	36.46	38.28	40.19	42.20	C
1280	Elections Support Worker	17.38	18.25	19.16	20.12	21.13	C
1822	Elections Technician	22.80	23.94	25.14	26.39	27.71	C
3776	Eligibility Program Manager (IMS)	42.34	44.46	46.68	49.01	51.46	E
1584	Eligibility Specialist I (IMS)	20.42	21.44	22.51	23.64	24.82	C
1787	Eligibility Specialist II (IMS)	22.45	23.57	24.75	25.99	27.29	C
2017	Eligibility Specialist III (IMS)	24.75	25.99	27.29	28.65	30.08	C
2782	Eligibility Supervisor (IMS)	32.40	34.02	35.72	37.51	39.38	C
2935	Employment and Training Supervisor (IMS)	33.93	35.63	37.41	39.28	41.24	C
2064	Employment and Training Worker I (IMS)	25.22	26.48	27.81	29.20	30.66	C
2316	Employment and Training Worker II (IMS)	27.74	29.13	30.58	32.11	33.72	C
2592	Employment and Training Worker III (IMS)	30.50	32.03	33.63	35.31	37.07	C
2540	Engineering Technician	29.98	31.48	33.05	34.71	36.44	C
2567	Environmental Health Specialist I	30.25	31.76	33.35	35.02	36.77	C
3022	Environmental Health Specialist II	34.80	36.54	38.37	40.29	42.30	C
3374	Environmental Health Specialist III	38.32	40.24	42.25	44.36	46.58	C
1897	Environmental Health Technician I	23.55	24.73	25.96	27.26	28.63	C
2132	Environmental Health Technician II	25.90	27.20	28.55	29.98	31.48	C
2714	Executive Assistant	31.72	33.31	34.97	36.72	38.56	C
3966	Facilities & Projects Manager	44.24	46.45	48.77	51.21	53.77	E
2402	Facilities & Projects Specialist	28.60	30.03	31.53	33.11	34.76	C
2974	Facilities Supervisor	34.32	36.04	37.84	39.73	41.72	E
2857	Finance & Admin Supervisor	33.15	34.81	36.55	38.38	40.29	C
1448	Finance Asst I	19.06	20.01	21.01	22.06	23.17	C
1638	Finance Asst II	20.96	22.01	23.11	24.26	25.48	C
1848	Finance Asst Sr	23.06	24.21	25.42	26.69	28.03	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2079	Finance Technician	25.37	26.64	27.97	29.37	30.84	C
3221	Fiscal Officer	36.79	38.63	40.56	42.59	44.72	C
1280	General Services Aide	17.38	18.25	19.16	20.12	21.13	C
3966	Geographic Inform Sys Coor	44.24	46.45	48.77	51.21	53.77	C
2173	Geographic Inform Sys Tech I	26.31	27.63	29.01	30.46	31.98	C
2462	Geographic Inform Sys Tech II	29.20	30.66	32.19	33.80	35.49	C
2523	Heavy Equipment Mechanic	29.81	31.30	32.87	34.51	36.23	C
3575	Housing Services Program Manager (IMS)	40.33	42.35	44.46	46.69	49.02	E
3373	Information Systems Analyst	38.31	40.23	42.24	44.35	46.57	C
2729	Information Systems Specialist	31.87	33.46	35.14	36.89	38.74	C
2148	Information Systems Tech I	26.06	27.36	28.73	30.17	31.68	C
2440	Information Systems Tech II	28.98	30.43	31.95	33.55	35.23	C
2503	Investigative Assistant	29.61	31.09	32.65	34.28	35.99	C
2509	Learning Center Coordinator	29.67	31.15	32.71	34.35	36.06	C
2857	Legal Assistant	33.15	34.81	36.55	38.38	40.29	C
2857	Legal Office Supervisor	33.15	34.81	36.55	38.38	40.29	C
1927	Legal Secretary I	23.85	25.04	26.29	27.61	28.99	C
2164	Legal Secretary II	26.22	27.53	28.91	30.35	31.87	C
2425	Legal Secretary, Sr	28.83	30.27	31.79	33.37	35.04	C
1492	Library Assistant	19.50	20.48	21.50	22.57	23.70	C
1492	Library Literacy Program Assistant	19.50	20.48	21.50	22.57	23.70	C
1588	Library Literacy Program Assistant - Bilingual	20.46	21.48	22.56	23.69	24.87	C
1786	Library Literacy Program Coord	22.44	23.56	24.74	25.98	27.28	C
2667	Library Supervisor	31.25	32.81	34.45	36.18	37.98	C
1686	Library Technician	21.44	22.51	23.64	24.82	26.06	C
1368	Mail and Warehouse Specialist	18.26	19.17	20.13	21.14	22.20	C
1280	Mail Clerk	17.38	18.25	19.16	20.12	21.13	C
1642	Medical Assistant	21.00	22.05	23.15	24.31	25.53	C
1642	Medical/Psychiatric Records Clerk	21.00	22.05	23.15	24.31	25.53	C
3113	Mental Health Intern	35.71	37.50	39.37	41.34	43.41	C
1570	Mosquito & Vector Control Tech	20.28	21.29	22.36	23.48	24.65	C
1280	Museum Asst	17.38	18.25	19.16	20.12	21.13	C
1942	Museum Curator	24.00	25.20	26.46	27.78	29.17	C
3471	Occupational Therapist	39.29	41.25	43.32	45.48	47.76	C
1324	Office Assistant I (IMS)	17.82	18.71	19.65	20.63	21.66	C
1499	Office Assistant II (IMS)	19.57	20.55	21.58	22.65	23.79	C
1696	Office Assistant III (IMS)	21.54	22.62	23.75	24.94	26.18	C
2403	Office Assistant Supervisor I (IMS)	28.61	30.04	31.54	33.12	34.78	C
2275	Outreach Specialist	27.33	28.70	30.13	31.64	33.22	C
2027	Outreach Technician	24.85	26.09	27.40	28.77	30.21	C
2108	Peer Support Specialist I	25.66	26.94	28.29	29.70	31.19	C
2365	Peer Support Specialist II	28.23	29.64	31.12	32.68	34.31	C
2108	Personal Services Coordinator	25.66	26.94	28.29	29.70	31.19	C
4057	Physical Therapist	45.15	47.41	49.78	52.27	54.88	C
2519	Planner I	29.77	31.26	32.82	34.46	36.19	C
2851	Planner II	33.09	34.74	36.48	38.31	40.22	C
3217	Planner III	36.75	38.59	40.52	42.54	44.67	C
1895	Planning Technician I	23.53	24.71	25.94	27.24	28.60	C
2129	Planning Technician II	25.87	27.16	28.52	29.95	31.45	C
2756	Plans Examiner I	32.14	33.75	35.43	37.21	39.07	C
3076	Plans Examiner II	35.34	37.11	38.96	40.91	42.96	C
2254	Power Equip Mechanic I	27.12	28.48	29.90	31.39	32.96	C
2669	Power Equip Mechanic II	31.27	32.83	34.48	36.20	38.01	C
2982	Power Equip Mechanic II-Fabrication	34.40	36.12	37.93	39.82	41.81	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3153	Power Equipment Mechanic-Lead	36.11	37.92	39.81	41.80	43.89	C
1258	Print Shop Assistant I	17.16	18.02	18.92	19.86	20.86	C
1427	Print Shop Assistant II	18.85	19.79	20.78	21.82	22.91	C
2263	Printer	27.21	28.57	30.00	31.50	33.07	C
3222	Property Tax and Accounting Analyst	36.80	38.64	40.57	42.60	44.73	C
3561	Public Conservator/Guardian/Administrator	40.19	42.20	44.31	46.52	48.85	E
2450	Public Works Inspector	29.08	30.53	32.06	33.66	35.35	C
2739	Public Works Lead Inspector	31.97	33.57	35.25	37.01	38.86	C
2438	Public Works Maint Lead Worker	28.96	30.41	31.93	33.52	35.20	C
3061	Public Works Maint Supervisor	35.19	36.95	38.80	40.74	42.77	C
1716	Public Works Maint Worker I	21.74	22.83	23.97	25.17	26.43	C
1935	Public Works Maint Worker II	23.93	25.13	26.38	27.70	29.09	C
2173	Public Works Maint Worker III	26.31	27.63	29.01	30.46	31.98	C
3403	Public Works Project Engineer	38.61	40.54	42.57	44.70	46.93	C
3790	Public Works Sr Project Manager	42.48	44.60	46.83	49.18	51.63	C
3596	Public Works Surveyor	40.54	42.57	44.70	46.93	49.28	C
1848	Purchasing Assistant I	23.06	24.21	25.42	26.69	28.03	C
2078	Purchasing Assistant II	25.36	26.63	27.96	29.36	30.83	C
2331	Purchasing Assistant III	27.89	29.28	30.75	32.29	33.90	C
3478	Purchasing Manager	39.36	41.33	43.39	45.56	47.84	C
1527	Recorder Clerk I	19.85	20.84	21.88	22.98	24.13	C
1723	Recorder Clerk II	21.81	22.90	24.05	25.25	26.51	C
2857	Recorder Clerk Supervisor	33.15	34.81	36.55	38.38	40.29	C
1943	Recorder Clerk, Sr	24.01	25.21	26.47	27.79	29.18	C
1811	Secretary	22.69	23.82	25.02	26.27	27.58	C
2739	Senior Building Maintenance Worker	31.97	33.57	35.25	37.01	38.86	C
4428	Senior Civil Engineer	48.86	51.30	53.87	56.56	59.39	C
2851	Senior Engineering Technician	33.09	34.74	36.48	38.31	40.22	C
1446	Services Support Assistant I (IMS)	19.04	19.99	20.99	22.04	23.14	C
1635	Services Support Assistant II (IMS)	20.93	21.98	23.08	24.23	25.44	C
1843	Services Support Assistant III (IMS)	23.01	24.16	25.37	26.64	27.97	C
1399	Screener (IMS)	18.57	19.50	20.47	21.50	22.57	C
2040	Sheriff's Executive Secretary	24.98	26.23	27.54	28.92	30.36	C
3222	Sheriff's Fiscal Officer	36.80	38.64	40.57	42.60	44.73	C
1670	Sheriff's Services Asst	21.28	22.34	23.46	24.63	25.87	C
1964	Sheriff's Services Technician	24.22	25.43	26.70	28.04	29.44	C
1900	Social Service Aide (IMS)	23.58	24.76	26.00	27.30	28.66	C
4791	Social Services Program Manager (IMS)	52.49	55.11	57.87	60.76	63.80	E
2315	Social Worker I (IMS)	27.73	29.12	30.57	32.10	33.71	C
2703	Social Worker II (IMS)	31.61	33.19	34.85	36.59	38.42	C
3107	Social Worker III (IMS)	35.65	37.43	39.30	41.27	43.33	C
3287	Social Worker IV (IMS)	37.45	39.32	41.29	43.35	45.52	C
3381	Social Worker Supervisor I (IMS)	38.39	40.31	42.32	44.44	46.66	C
4072	Solid Waste Program Manager	45.30	47.56	49.94	52.44	55.06	E
2083	Solid Waste Program Specialist	25.41	26.68	28.01	29.42	30.89	C
2798	Solid Waste Technician	32.56	34.19	35.90	37.69	39.58	C
2626	Staff Service Analyst I (IMS)	30.84	32.38	34.00	35.70	37.49	C
3019	Staff Service Analyst II (IMS)	34.77	36.51	38.33	40.25	42.26	C
2786	Systems Support Analyst (IMS)	32.44	34.06	35.77	37.55	39.43	C
1413	Transportation Officer	18.71	19.65	20.63	21.66	22.74	C
2276	Treasury Technician	27.34	28.71	30.14	31.65	33.23	C
1897	Victim/Witness Advocate	23.55	24.73	25.96	27.26	28.63	C
3566	Web Programmer/Developer	40.24	42.25	44.36	46.58	48.91	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
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APPENDIX B
PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN

5.75% Increase
Effective 10/01/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3113	Behavioral Health Care Clinician I	35.71	37.50	39.37	41.34	43.41	**
3471	Behavioral Health Care Clinician II	39.29	41.25	43.32	45.48	47.76	**
3865	Behavioral Health Care Clinician III	43.23	45.39	47.66	50.04	52.55	**
3113	Behavioral Health Care Nurse I	35.71	37.50	39.37	41.34	43.41	**
3471	Behavioral Health Care Nurse II	39.29	41.25	43.32	45.48	47.76	**
3862	Behavioral Health Care Nurse III	43.20	45.36	47.63	50.01	52.51	**
2974	Behavioral Health Rehabilitation Specialist	34.32	36.04	37.84	39.73	41.72	E
4305	BHC Prog Mgr (Clinical Services)	47.63	50.01	52.51	55.14	57.89	E
4188	BHC Prog Mgr (Community Services)	46.46	48.78	51.22	53.78	56.47	E
3114	Crisis Services Coordinator I	35.72	37.51	39.38	41.35	43.42	C
3471	Crisis Services Coordinator II	39.29	41.25	43.32	45.48	47.76	C
2941	Crisis Services Counselor I	33.99	35.69	37.47	39.35	41.32	C
3281	Crisis Services Counselor II	37.39	39.26	41.22	43.28	45.45	C
3222	Health Educator I	36.80	38.64	40.57	42.60	44.73	E
3406	Health Educator II	38.64	40.57	42.60	44.73	46.97	E
3113	Licensed Vocational Nurse	35.71	37.50	39.37	41.34	43.41	C
3278	Medical Case Management Registered Nurse*	37.36	39.23	41.19	43.25	45.41	E
4059	Nurse Practitioner	45.17	47.43	49.80	52.29	54.90	E
3863	Public Health Nurse I	43.21	45.37	47.64	50.02	52.52	E
4296	Public Health Nurse II	47.54	49.92	52.41	55.03	57.79	E
5007	Public Health Nurse Supv	54.65	57.38	60.25	63.26	66.43	E
3034	Public Health Program Coordinator	34.92	36.67	38.50	40.42	42.45	E
4179	Public Health Program Manager	46.37	48.69	51.12	53.68	56.36	E
4179	Public Health Program Manager - Grants Management	46.37	48.69	51.12	53.68	56.36	E
3278	Registered Nurse (Health)	37.36	39.23	41.19	43.25	45.41	E
3471	Utilization & Quality Management Coordinator I	39.29	41.25	43.32	45.48	47.76	**
3865	Utilization & Quality Management Coordinator II	43.23	45.39	47.66	50.04	52.55	**

* Effective 7/1/2024

** Effective 10/1/2024

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

* = Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX B
GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
3.5% Increase
Effective 10/01/2025

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2289	4-H Program Coordinator	27.47	28.84	30.29	31.80	33.39	C
1564	Account Clerk I (IMS)	20.22	21.23	22.29	23.41	24.58	C
1766	Account Clerk II (IMS)	22.24	23.35	24.52	25.75	27.03	C
2044	Account Clerk III (IMS)	25.02	26.27	27.58	28.96	30.41	C
2690	Accountant I	31.48	33.05	34.71	36.44	38.26	C
3003	Accountant II	34.61	36.34	38.16	40.07	42.07	C
2234	Accounting Technician (IMS)	26.92	28.27	29.68	31.16	32.72	C
1341	Administrative Asst I	17.99	18.89	19.83	20.83	21.87	C
1519	Administrative Asst II	19.77	20.76	21.80	22.89	24.03	C
1716	Administrative Asst II-Translator	21.74	22.83	23.97	25.17	26.43	C
1716	Administrative Asst, Sr	21.74	22.83	23.97	25.17	26.43	C
2526	Administrative Legal Secretary	29.84	31.33	32.90	34.54	36.27	C
2127	Administrative Secretary	25.85	27.14	28.50	29.92	31.42	C
2287	Administrative Supervisor	27.45	28.82	30.26	31.78	33.37	C
2387	Administrative Technician	28.45	29.87	31.37	32.93	34.58	C
4471	Adult Services Program Manager (IMS)	49.29	51.75	54.34	57.06	59.91	E
2158	Agriculture & Standards Insp I	26.16	27.47	28.84	30.28	31.80	C
2518	Agriculture & Standards Insp II	29.76	31.25	32.81	34.45	36.17	C
2966	Agriculture & Standards Insp III	34.24	35.95	37.75	39.64	41.62	C
1449	Agriculture Technician	19.07	20.02	21.02	22.08	23.18	C
1641	Agriculture Technician/GIS Asst	20.99	22.04	23.14	24.30	25.51	C
2667	Air Pollution Inspector I	31.25	32.81	34.45	36.18	37.98	C
3138	Air Pollution Inspector II	35.96	37.76	39.65	41.63	43.71	C
2529	Air Pollution Technician	29.87	31.36	32.93	34.58	36.31	C
1341	Airport Assistant	17.99	18.89	19.83	20.83	21.87	C
3828	Airport Manager	42.86	45.00	47.25	49.62	52.10	E
1523	Animal Care Technician I	19.81	20.80	21.84	22.93	24.08	C
1877	Animal Care Technician II	23.35	24.52	25.74	27.03	28.38	C
1663	Animal Control Office Coord	21.21	22.27	23.38	24.55	25.78	C
1663	Animal Control Officer I	21.21	22.27	23.38	24.55	25.78	C
1878	Animal Control Officer II	23.36	24.53	25.75	27.04	28.39	C
2228	Animal Control Officer III	26.86	28.20	29.61	31.09	32.65	C
2445	Appraiser I	29.03	30.48	32.01	33.61	35.29	C
3040	Appraiser II	34.98	36.73	38.57	40.49	42.52	C
1341	Archives Assistant	17.99	18.89	19.83	20.83	21.87	C
2028	Archivist	24.86	26.10	27.41	28.78	30.22	C
3176	Assistant in Civil Engineering I	36.34	38.16	40.06	42.07	44.17	C
3539	Assistant in Civil Engineering II	39.97	41.97	44.07	46.27	48.58	C
4139	Associate Civil Engineer	45.97	48.27	50.68	53.22	55.88	E
2416	Auditor-Appraiser I	28.74	30.18	31.69	33.27	34.93	C
3040	Auditor-Appraiser II	34.98	36.73	38.57	40.49	42.52	C
2074	Behavioral Health Aide	25.32	26.59	27.92	29.31	30.78	C
2331	Behavioral Health Care Counselor I	27.89	29.28	30.75	32.29	33.90	C
2608	Behavioral Health Care Counselor II	30.66	32.19	33.80	35.49	37.27	C
3094	Behavioral Health Care Supv (A/D)	35.52	37.30	39.16	41.12	43.17	E
3352	Behavioral Health Non-Clinical Program Coordinator	38.10	40.01	42.01	44.11	46.31	C
2735	Bldg Code Compliance Ofc/CEA	31.93	33.53	35.20	36.96	38.81	C

2539	Bridge & Sign Maint Spec	29.97	31.47	33.04	34.69	36.43	C
2563	Building Inspector I	30.21	31.72	33.31	34.97	36.72	C
2868	Building Inspector II	33.26	34.92	36.67	38.50	40.43	C
3200	Building Inspector III	36.58	38.41	40.33	42.35	44.46	C
3492	Building Inspector Supervisor	39.50	41.48	43.55	45.73	48.01	C
1958	Building Maint Worker I	24.16	25.37	26.64	27.97	29.37	C
2198	Building Maint Worker II	26.56	27.89	29.28	30.75	32.28	C
2464	Building Maint Worker III	29.22	30.68	32.22	33.83	35.52	C
2278	Building Permit Technician I	27.36	28.73	30.16	31.67	33.26	C
2552	Building Permit Technician II	30.10	31.61	33.19	34.84	36.59	C
2027	Cadastral Drafting Technician I	24.85	26.09	27.40	28.77	30.21	C
2375	Cadastral Drafting Technician II	28.33	29.75	31.23	32.80	34.44	C
3324	Chief Fiscal Supervisor (IMS)	37.82	39.71	41.70	43.78	45.97	C
3052	Code Enforcement Officer	35.10	36.86	38.70	40.63	42.66	C
2840	Communications Systems Tech	32.98	34.63	36.36	38.18	40.09	C
2850	Community Development Senior Technician	33.08	34.73	36.47	38.29	40.21	C
2278	Community Development Technician I	27.36	28.73	30.16	31.67	33.26	C
2552	Community Development Technician II	30.10	31.61	33.19	34.84	36.59	C
2973	Compliance Officer	34.31	36.03	37.83	39.72	41.70	C
2172	Compliance Specialist	26.30	27.62	29.00	30.45	31.97	C
2331	Construction Worker	27.89	29.28	30.75	32.29	33.90	C
2608	Construction Worker, Sr	30.66	32.19	33.80	35.49	37.27	C
1318	Custodian I	17.76	18.65	19.58	20.56	21.59	C
1495	Custodian II	19.53	20.51	21.53	22.61	23.74	C
2418	Deputy Public Conservator/Guardian/Administrator I	28.76	30.20	31.71	33.29	34.96	C
2850	Deputy Public Conservator/Guardian/Administrator II	33.08	34.73	36.47	38.29	40.21	C
3539	Deputy Surveyor/ Deputy Registrar of Voters	39.97	41.97	44.07	46.27	48.58	C
3351	Director of Victim Witness Assistance Bureau	38.09	39.99	41.99	44.09	46.30	E
3136	Elections Supervisor	35.94	37.74	39.62	41.61	43.69	C
1341	Elections Support Worker	17.99	18.89	19.83	20.83	21.87	C
1902	Elections Technician	23.60	24.78	26.02	27.32	28.69	C
3925	Eligibility Program Manager (IMS)	43.83	46.02	48.32	50.74	53.28	E
1656	Eligibility Specialist I (IMS)	21.14	22.20	23.31	24.47	25.70	C
1866	Eligibility Specialist II (IMS)	23.24	24.40	25.62	26.90	28.25	C
2103	Eligibility Specialist III (IMS)	25.61	26.89	28.24	29.65	31.13	C
2896	Eligibility Supervisor (IMS)	33.54	35.22	36.98	38.83	40.77	C
3053	Employment and Training Supervisor (IMS)	35.11	36.87	38.71	40.64	42.68	C
2153	Employment and Training Worker I (IMS)	26.11	27.42	28.79	30.23	31.74	C
2413	Employment and Training Worker II (IMS)	28.71	30.15	31.65	33.24	34.90	C
2699	Employment and Training Worker III (IMS)	31.57	33.15	34.81	36.55	38.37	C
2645	Engineering Technician	31.03	32.58	34.21	35.92	37.72	C
2673	Environmental Health Specialist I	31.31	32.88	34.52	36.25	38.06	C
3144	Environmental Health Specialist II	36.02	37.82	39.71	41.70	43.78	C
3508	Environmental Health Specialist III	39.66	41.64	43.73	45.91	48.21	C
1979	Environmental Health Technician I	24.37	25.59	26.87	28.21	29.62	C
2223	Environmental Health Technician II	26.81	28.15	29.56	31.04	32.59	C
2825	Executive Assistant	32.83	34.47	36.20	38.00	39.91	C
4121	Facilities & Projects Manager	45.79	48.08	50.48	53.01	55.66	E
2502	Facilities & Projects Specialist	29.60	31.08	32.63	34.27	35.98	C
3094	Facilities Supervisor	35.52	37.30	39.16	41.12	43.17	E
2973	Finance & Admin Supervisor	34.31	36.03	37.83	39.72	41.70	C
1514	Finance Asst I	19.72	20.71	21.74	22.83	23.97	C
1711	Finance Asst II	21.69	22.77	23.91	25.11	26.36	C
1928	Finance Asst Sr	23.86	25.05	26.31	27.62	29.00	C
2168	Finance Technician	26.26	27.57	28.95	30.40	31.92	C

3350	Fiscal Officer	38.08	39.98	41.98	44.08	46.29	C
1341	General Services Aide	17.99	18.89	19.83	20.83	21.87	C
4121	Geographic Inform Sys Coor	45.79	48.08	50.48	53.01	55.66	C
2265	Geographic Inform Sys Tech I	27.23	28.59	30.02	31.52	33.10	C
2565	Geographic Inform Sys Tech II	30.23	31.74	33.33	35.00	36.74	C
2627	Heavy Equipment Mechanic	30.85	32.39	34.01	35.71	37.50	C
3717	Housing Services Program Manager (IMS)	41.75	43.84	46.03	48.33	50.75	E
3507	Information Systems Analyst	39.65	41.63	43.71	45.90	48.19	C
2841	Information Systems Specialist	32.99	34.64	36.37	38.19	40.10	C
2239	Information Systems Tech I	26.97	28.32	29.73	31.22	32.78	C
2542	Information Systems Tech II	30.00	31.50	33.08	34.73	36.47	C
2607	Investigative Assistant	30.65	32.18	33.79	35.48	37.26	C
2613	Learning Center Coordinator	30.71	32.25	33.86	35.55	37.33	C
2973	Legal Assistant	34.31	36.03	37.83	39.72	41.70	C
2973	Legal Office Supervisor	34.31	36.03	37.83	39.72	41.70	C
2010	Legal Secretary I	24.68	25.91	27.21	28.57	30.00	C
2255	Legal Secretary II	27.13	28.49	29.91	31.41	32.98	C
2526	Legal Secretary, Sr	29.84	31.33	32.90	34.54	36.27	C
1560	Library Assistant	20.18	21.19	22.25	23.36	24.53	C
1560	Library Literacy Program Assistant	20.18	21.19	22.25	23.36	24.53	C
1660	Library Literacy Program Assistant - Bilingual	21.18	22.24	23.35	24.52	25.74	C
1864	Library Literacy Program Coord	23.22	24.38	25.60	26.88	28.22	C
2776	Library Supervisor	32.34	33.96	35.65	37.44	39.31	C
1761	Library Technician	22.19	23.30	24.46	25.69	26.97	C
1432	Mail and Warehouse Specialist	18.90	19.85	20.84	21.88	22.97	C
1341	Mail Clerk	17.99	18.89	19.83	20.83	21.87	C
1716	Medical Assistant	21.74	22.83	23.97	25.17	26.43	C
1715	Medical/Psychiatric Records Clerk	21.73	22.82	23.96	25.16	26.41	C
3238	Mental Health Intern	36.96	38.81	40.75	42.79	44.93	C
1641	Mosquito & Vector Control Tech	20.99	22.04	23.14	24.30	25.51	C
1341	Museum Asst	17.99	18.89	19.83	20.83	21.87	C
2027	Museum Curator	24.85	26.09	27.40	28.77	30.21	C
3608	Occupational Therapist	40.66	42.69	44.83	47.07	49.42	C
1386	Office Assistant I (IMS)	18.44	19.36	20.33	21.35	22.41	C
1568	Office Assistant II (IMS)	20.26	21.27	22.34	23.45	24.63	C
1772	Office Assistant III (IMS)	22.30	23.42	24.59	25.82	27.11	C
2503	Office Assistant Supervisor I (IMS)	29.61	31.09	32.65	34.28	35.99	C
2370	Outreach Specialist	28.28	29.69	31.18	32.74	34.37	C
2114	Outreach Technician	25.72	27.01	28.36	29.77	31.26	C
2198	Peer Support Specialist I	26.56	27.89	29.28	30.75	32.28	C
2463	Peer Support Specialist II	29.21	30.67	32.20	33.81	35.50	C
2198	Personal Services Coordinator	26.56	27.89	29.28	30.75	32.28	C
4215	Physical Therapist	46.73	49.07	51.52	54.10	56.80	C
2623	Planner I	30.81	32.35	33.97	35.67	37.45	C
2967	Planner II	34.25	35.96	37.76	39.65	41.63	C
3345	Planner III	38.03	39.93	41.93	44.02	46.23	C
1977	Planning Technician I	24.35	25.57	26.85	28.19	29.60	C
2220	Planning Technician II	26.78	28.12	29.52	31.00	32.55	C
2869	Plans Examiner I	33.27	34.93	36.68	38.51	40.44	C
3200	Plans Examiner II	36.58	38.41	40.33	42.35	44.46	C
2349	Power Equip Mechanic I	28.07	29.47	30.95	32.49	34.12	C
2779	Power Equip Mechanic II	32.37	33.99	35.69	37.47	39.35	C
3102	Power Equip Mechanic II-Fabrication	35.60	37.38	39.25	41.21	43.27	C
3279	Power Equipment Mechanic-Lead	37.37	39.24	41.20	43.26	45.42	C
1318	Print Shop Assistant I	17.76	18.65	19.58	20.56	21.59	C

1493	Print Shop Assistant II	19.51	20.49	21.51	22.59	23.71	C
2358	Printer	28.16	29.57	31.05	32.60	34.23	C
3350	Property Tax and Accounting Analyst	38.08	39.98	41.98	44.08	46.29	C
3701	Public Conservator/Guardian/Administrator	41.59	43.67	45.85	48.15	50.55	E
2552	Public Works Inspector	30.10	31.61	33.19	34.84	36.59	C
2851	Public Works Lead Inspector	33.09	34.74	36.48	38.31	40.22	C
2539	Public Works Maint Lead Worker	29.97	31.47	33.04	34.69	36.43	C
3184	Public Works Maint Supervisor	36.42	38.24	40.15	42.16	44.27	C
1792	Public Works Maint Worker I	22.50	23.63	24.81	26.05	27.35	C
2019	Public Works Maint Worker II	24.77	26.01	27.31	28.67	30.11	C
2265	Public Works Maint Worker III	27.23	28.59	30.02	31.52	33.10	C
3538	Public Works Project Engineer	39.96	41.96	44.06	46.26	48.57	C
3938	Public Works Sr Project Manager	43.96	46.16	48.47	50.89	53.43	C
3738	Public Works Surveyor	41.96	44.06	46.26	48.57	51.00	C
1928	Purchasing Assistant I	23.86	25.05	26.31	27.62	29.00	C
2167	Purchasing Assistant II	26.25	27.56	28.94	30.39	31.91	C
2429	Purchasing Assistant III	28.87	30.31	31.83	33.42	35.09	C
3616	Purchasing Manager	40.74	42.78	44.92	47.16	49.52	C
1596	Recorder Clerk I	20.54	21.57	22.65	23.78	24.97	C
1800	Recorder Clerk II	22.58	23.71	24.89	26.14	27.45	C
2973	Recorder Clerk Supervisor	34.31	36.03	37.83	39.72	41.70	C
2027	Recorder Clerk, Sr	24.85	26.09	27.40	28.77	30.21	C
1891	Secretary	23.49	24.66	25.90	27.19	28.55	C
2851	Senior Building Maintenance Worker	33.09	34.74	36.48	38.31	40.22	C
4599	Senior Civil Engineer	50.57	53.10	55.75	58.54	61.47	C
2967	Senior Engineering Technician	34.25	35.96	37.76	39.65	41.63	C
1512	Services Support Assistant I (IMS)	19.70	20.69	21.72	22.81	23.95	C
1708	Services Support Assistant II (IMS)	21.66	22.74	23.88	25.07	26.33	C
1924	Services Support Assistant III (IMS)	23.82	25.01	26.26	27.57	28.95	C
1464	Screener (IMS)	19.22	20.18	21.19	22.25	23.36	C
2128	Sheriff's Executive Secretary	25.86	27.15	28.51	29.94	31.43	C
3350	Sheriff's Fiscal Officer	38.08	39.98	41.98	44.08	46.29	C
1745	Sheriff's Services Asst	22.03	23.13	24.29	25.50	26.78	C
2049	Sheriff's Services Technician	25.07	26.32	27.64	29.02	30.47	C
1983	Social Service Aide (IMS)	24.41	25.63	26.91	28.26	29.67	C
4975	Social Services Program Manager (IMS)	54.33	57.05	59.90	62.89	66.04	E
2412	Social Worker I (IMS)	28.70	30.14	31.64	33.22	34.89	C
2814	Social Worker II (IMS)	32.72	34.36	36.07	37.88	39.77	C
3232	Social Worker III (IMS)	36.90	38.75	40.68	42.72	44.85	C
3418	Social Worker IV (IMS)	38.76	40.70	42.73	44.87	47.11	C
3515	Social Worker Supervisor I (IMS)	39.73	41.72	43.80	45.99	48.29	C
4230	Solid Waste Program Manager	46.88	49.22	51.69	54.27	56.98	E
2172	Solid Waste Program Specialist	26.30	27.62	29.00	30.45	31.97	C
2912	Solid Waste Technician	33.70	35.39	37.15	39.01	40.96	C
2734	Staff Service Analyst I (IMS)	31.92	33.52	35.19	36.95	38.80	C
3141	Staff Service Analyst II (IMS)	35.99	37.79	39.68	41.66	43.75	C
2900	Systems Support Analyst (IMS)	33.58	35.26	37.02	38.87	40.82	C
1479	Transportation Officer	19.37	20.34	21.36	22.42	23.54	C
2371	Treasury Technician	28.29	29.70	31.19	32.75	34.39	C
1979	Victim/Witness Advocate	24.37	25.59	26.87	28.21	29.62	C
3707	Web Programmer/Developer	41.65	43.73	45.92	48.22	50.63	C

**APPENDIX B
PROFESSIONAL EMPLOYEES**

HOURLY CLASSIFICATION AND WAGE PLAN

3.5% Increase
Effective 10/01/2025

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3238	Behavioral Health Care Clinician I	36.96	38.81	40.75	42.79	44.93	**
3608	Behavioral Health Care Clinician II	40.66	42.69	44.83	47.07	49.42	**
4016	Behavioral Health Care Clinician III	44.74	46.98	49.33	51.79	54.38	**
3238	Behavioral Health Care Nurse I	36.96	38.81	40.75	42.79	44.93	**
3608	Behavioral Health Care Nurse II	40.66	42.69	44.83	47.07	49.42	**
4014	Behavioral Health Care Nurse III	44.72	46.96	49.30	51.77	54.36	**
3094	Behavioral Health Rehabilitation Specialist	35.52	37.30	39.16	41.12	43.17	E
4472	BHC Prog Mgr (Clinical Services)	49.30	51.76	54.35	57.07	59.92	E
4351	BHC Prog Mgr (Community Services)	48.09	50.49	53.02	55.67	58.45	E
3239	Crisis Services Coordinator I	36.97	38.82	40.76	42.80	44.94	C
3608	Crisis Services Coordinator II	40.66	42.69	44.83	47.07	49.42	C
3060	Crisis Services Counselor I	35.18	36.94	38.79	40.73	42.76	C
3412	Crisis Services Counselor II	38.70	40.64	42.67	44.80	47.04	C
3351	Health Educator I	38.09	39.99	41.99	44.09	46.30	E
3541	Health Educator II	39.99	41.99	44.09	46.29	48.61	E
3238	Licensed Vocational Nurse	36.96	38.81	40.75	42.79	44.93	C
3409	Medical Case Management Registered Nurse	38.67	40.60	42.63	44.77	47.00	E
4217	Nurse Practitioner	46.75	49.09	51.54	54.12	56.82	E
4015	Public Health Nurse I	44.73	46.97	49.31	51.78	54.37	E
4462	Public Health Nurse II	49.20	51.66	54.24	56.96	59.80	E
5199	Public Health Nurse Supv	56.57	59.40	62.37	65.49	68.76	E
3156	Public Health Program Coordinator	36.14	37.95	39.84	41.84	43.93	E
4341	Public Health Program Manager	47.99	50.39	52.91	55.55	58.33	E
4341	Public Health Program Manager - Grants Management	47.99	50.39	52.91	55.55	58.33	E
3409	Registered Nurse (Health)	38.67	40.60	42.63	44.77	47.00	E
3609	Utilization & Quality Management Coordinator I	40.67	42.70	44.84	47.08	49.43	**
4016	Utilization & Quality Management Coordinator II	44.74	46.98	49.33	51.79	54.38	**

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX C - Merit System Positions - Department of Social Services

Account Clerk I (IMS)
Account Clerk II (IMS)
Account Clerk III (IMS)
Accounting Technician (IMS)
Adult Services Program Manager (IMS)
Chief Fiscal Supervisor (IMS)
Eligibility Program Manager (IMS)
Eligibility Specialist I (IMS)
Eligibility Specialist II (IMS)
Eligibility Specialist III (IMS)
Eligibility Supervisor (IMS)
Employment and Training Supervisor (IMS)
Employment and Training Worker I (IMS)
Employment and Training Worker II (IMS)
Employment and Training Worker III (IMS)
Housing Services Program Manager (IMS)
Office Assistant I (IMS)
Office Assistant II (IMS)
Office Assistant III (IMS)
Office Assistant Supervisor I (IMS)
Screener (IMS)
Services Support Assistant I (IMS)
Services Support Assistant II (IMS)
Services Support Assistant III (IMS)
Social Service Aide (IMS)
Social Services Program Manager (IMS)
Social Worker I (IMS)
Social Worker II (IMS)
Social Worker III (IMS)
Social Worker IV (IMS)
Social Worker Supervisor I (IMS)
Staff Service Analyst I (IMS)
Staff Service Analyst II (IMS)
Systems Support Analyst (IMS)

A copy of the Merit System Regulations may be obtained by contacting the Amador County Human Resources Department.

APPENDIX D - SIDE LETTER A

“County Issued Electronic Devices”
(05/26/2016)

SIDE LETTER AGREEMENT

The Service Employees International Union Local 1021 and Amador County agree to the following procedures regarding use of County-issued electronic devices:

Data from County-issued electronic devices (including tablets, “smart” phones, portable computers) will not be used for routine monitoring of employees. However, data from county-issued electronic devices may be used in the course of pending disciplinary investigations.

SEIU Local 1021

 _____

Dennis Mallory, Field Representative

5/26/16

(Date)

 _____

Robert Taylor, President

5/26/2016

(Date)

Amador County:

 _____

Chuck Iley, County Administrative Officer

5/26/16

(Date)

 _____

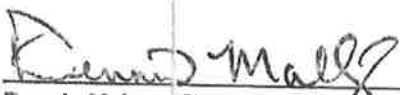
Judy Dias, Human Resources Director

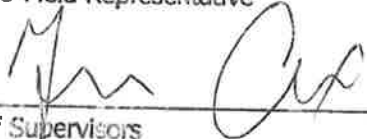
5/26/16

(Date)

Service Employees International Union (SEIU) Local 1021
Side Letter
Behavioral Health Rehabilitation Stipend

Effective March 23, 2021, the incumbent in the Behavioral Health Rehabilitation Specialist position will receive a 5 % stipend upon attainment of the State Board of Behavioral Sciences registration in Clinical Social Work. This position is a single level classification and does not require the professional registration. Acquiring it will allow the incumbent to provide both Substance Use Disorder and Mental Health counseling to the assigned population.


 3-17-2021
Dennis Malory, SEIU Field Representative


Chairman, Board of Supervisors

Service Employees International Union (SEIU) Local 1021
Side Letter
Health Educator I – Medical Assistant Stipend

Effective March 23, 2021, the incumbent in the Health Educator I position who is performing duties of a Medical Assistant will receive a 5 % stipend while performing those duties. Duties may include but aren't limited to the delivery of childhood/adult vaccinations, immunization clinics; Tuberculosis screenings; and assisting medical personnel during COVID-19 Vaccine Clinics by drawing the vaccine into syringes and delivery of the injectable vaccine to the general public.

 3-17-2021
Dennis Malory, SEIU Field Representative


Chairman, Board of Supervisors

Memorandum of Understanding
Between the
County of Amador
and the
Service Employees International Union



FOR THE PERIOD OF OCTOBER 1, 2024
THROUGH SEPTEMBER 30, 2026

GENERAL EMPLOYEES REPRESENTATION UNIT
TABLE OF CONTENTS

TABLE OF CONTENTS TO BE UPDATED

SECTION 1

AGREEMENT

1.1. This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the "County", and the General Employees Representation Unit of the Service Employees International Union Local 1021, hereinafter referred to as the "Union".

1.2. This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code §3500-3510.

1.3. The following appendices, attached hereto, are incorporated herein by reference as a part of this Agreement:

Appendix A: Definitions

Appendix B: Classifications and Wages

Appendix C: Merit System Positions

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Union, or its successors, for the period from October 1, 2024 or the date of its ratification and adoption by the Board of Supervisors, whichever is later, through September 30, 2026; but for any period subsequent to September 30, 2026, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the Union in accordance with the provisions of this Agreement, and of California Government Code §3500-3510, or its successors.

1.5. All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the County and the Union until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

SECTION 2

EFFECT OF AGREEMENT

- 2.1. The provisions of this Agreement shall prevail over County policies, practices, procedures, and resolutions to the extent inconsistent herewith and over state law to the extent permitted by state law.
- 2.2. Except as provided in Sections 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, so long as they are not inconsistent with the specific terms of this Agreement, provided it does not involve a matter which is subject to required negotiations under the Meyers-Milias-Brown Act.
- 2.3. Certain positions of County employment within the Department of Social Services are required by State Law to be covered by the Merit System Personnel Standards of the State Personnel Board, which are set forth in Title 2, Division 5 of the California Code of Regulations. Some Sections within this Agreement, including but not necessarily limited to Section 17 Seniority/Layoffs/Recall and Section 18 Disciplinary Actions, contain provisions that may directly conflict with the Merit System Personnel Standards. To the extent any provisions of this Agreement are directly in conflict with the Merit System Personnel Standards, the Merit System Personnel Standards shall supersede and take precedence over those provisions. The positions subject to the Merit System Personnel Standards are set forth in Appendix C.

SECTION 3

WAIVER OR BREACH OF AGREEMENT

3.1. Waiver or breach of any provision of this Agreement shall not constitute any future waiver or breach of this Agreement.

SECTION 4

EMBODIMENT

4.1. This Agreement sets forth the full and complete Agreement between the County and the Union on all subjects contained herein and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon.

4.2. There are no valid or binding representations, inducements, promises, or agreements, oral, or otherwise, between the County and the Union, except those embodied herein.

SECTION 5

SEVERABILITY

5.1. If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the County which shall render invalid, or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

5.2. In the event of such severance of a provision of this Agreement, the County and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

SECTION 6

WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Sections 1.4, 2.2, 5, 29, and 30 of this Agreement, the County and the Union, or its successors, expressly waive and relinquishes the right, during the term of this Agreement, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code §3504, or its successors, whether or not any such subject is covered by this Agreement, and whether or not any such subject was negotiated, or was within the contemplation or knowledge, of either the County or the Union during negotiations leading to this Agreement; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this employee representation unit, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of the Agreement if the County and the Union mutually agree to negotiate any provision hereof. If the County proposes to change anything which is subject to meeting and conferring under the law during the term of this Agreement, the County will notify the Union and will negotiate on that specific issue, if requested to do so.

SECTION 7

NONDISCRIMINATION

7.1. The provisions of this Agreement shall be applied, subject to state and/or federal law, without discrimination because of mental, physical or sensory handicap, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, union activity, or membership or non-membership in any employee organization.

7.2. The County and the Union shall share jointly in the responsibility for application of Section 7.1.

HARASSMENT

7.3. Harassment may be summarized as follows: Harassment consists of any unwelcome verbal or physical conduct directed toward an employee or member of the public doing business with the County, or an employee's participation in creating a hostile work environment. It is described in full in the Amador County Policies & Procedures Manual, which is available in each County department. This policy will be made available to all employees when employment starts. The County policy will also be made available when changes occur in state or federal law. Harassment is cause for disciplinary action as set forth in Section 18. Courtesy, consideration for others, and acknowledgment that the workplace is for working are the collective basis for avoiding harassment.

SECTION 8

COUNTY RIGHTS

8.1. The County retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law, except as such rights, privileges, powers, and authority are expressly abridged by this Agreement. Such rights, privileges, powers, and authority shall include, but shall in no way be limited to, the following:

- A. The right to manage the County generally and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce, or discontinue any County service, operation, or function.
- D. The right to determine and/or change the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.
- E. The right to determine and/or change the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's work force.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted as long as work assignments are related to the affected employee's classification descriptions.
- H. The right to utilize volunteers or inmate workers. No employee shall be required to transport or monitor inmate workers unless said duty is set forth in the employee's job description at the time of hire or as amended with consent of the affected employee and Union. Inmate workers shall be selected in accordance with the Amador County Sheriff's Department Inmate Workers Policy. Further, no employee shall be required to supervise or monitor said inmate workers as inmates but may be required to direct inmate workers as to how to perform work for the County at the employee's job site. No employee shall be responsible for an inmate worker's conduct, whereabouts, productivity or responsiveness to instructions provided by the employee. Any inmate harassing an employee shall be immediately removed upon an employee's request.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract or subcontract any services, operations, or functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just and sufficient cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise,

and retain employees. Employee rights relevant to reclassifications are set forth in Section 25.2. hereof. Employee rights relevant to temporary assignments to a higher class are set forth in Section 25.4. hereof.

- N. The right to determine and/or change class specifications and to classify or reclassify employees in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.
- O. The right to determine, and/or change, productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, change, promulgate, and enforce rules and regulations to promote the safety and health of employees and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out or protect any County service, operation, function, equipment, facility, or employee or member of the public during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in conflict with a specific provision of this Agreement.

Call-Offs

8.2. The County may direct an employee to leave his/her worksite if there is insufficient work for said employee to do. Said employee shall not receive any pay, but shall receive other benefits for the time after which he/she has been directed to leave.

8.3. Call-offs shall be voluntary, or, if necessary, in order of inverse seniority within the classification in which there is insufficient work.

8.4. Any employee called off pursuant to this Section may designate said call-off time as vacation leave, holiday leave, or compensatory time off (CTO) to the extent said employee has accrued said leave or compensatory time off (CTO) in order to make up a full work day.

8.5. An employee called off after reporting to work without first having received notice of being called off for work that day as set forth in Section 23.14., et seq., shall receive a minimum of two (2) hours pay for that day.

SECTION 9

EMPLOYEE RIGHTS

Representation

9.1. Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join, or participate, in the activities of employee organizations.

9.2. Nothing in this Agreement shall prohibit any employee from representing him/herself individually, or from appearing in his/her own behalf in his/her employment relations with the County.

Personnel Files

9.3. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which the County is permitted, or required by law, to withhold from the employee.

9.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.

9.5. Any employee shall have the right to attach to any material in his/her personnel file, in accordance with this Section, his/her comments thereon.

9.6. Such attachment shall be made at a time when the employee is not required to be on duty.

9.7. At the time of such attachment to his/her personnel file, the employee and the person causing the entry into the employee's personnel file, of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment.

9.8. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Human Resources Director shall sign and date such attachment in his/her stead.

9.9. An employee may request removal of a letter of reprimand from his or her personnel file. Such request shall be submitted in writing by the employee to the Human Resources Director. The letter shall be removed from the employee's personnel file if no disciplinary action has been taken against the employee in the two years since the letter to be removed was issued.

SECTION 10

RECOGNITION

10.1. The County hereby reaffirms its exclusive recognition of the Union as the exclusive representative of all employees in the General Employees Representation Unit established by Resolution 6058, which includes clerical, technical, professional, blue collar, and supervisory employees.

10.2. The Union, in turn, recognizes the persons designated by the Board of Supervisors to represent the County in the negotiation of this Agreement and agrees that all negotiations leading to the ratification and implementation of this Agreement, along with all amendments and successors thereto, shall be conducted exclusively with the persons so designated.

10.3. All newly created positions assigned to the General Employees Representation Unit, represented by the Union, shall be assigned to such representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successors.

SECTION 11

UNION RIGHTS

Negotiating Representatives

11.1. The County shall allow a reasonable number of representatives designated by the Union and reasonable time off work, which shall not exceed a total of one hundred sixty-six (166) hours, without loss of pay or benefits. Such time off work shall be for formal negotiations with the County for purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment.

Notice of Intent to Open Negotiations

11.2. At least sixty (60) days prior to the expiration of the Agreement, or as set forth in Section 29, the Union shall notify the Human Resources Director, in writing, of the names of the representatives designated by the Union to negotiate with the County in accordance with Sections 11.1 and 29 of this Agreement. The Union shall notify the Human Resources Director, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the County.

Union Participation in New Hire Orientation – County Obligation to Provide Certain New Hire Information

11.3. Notice – Normally the County will give the Union ten (10) days advance notice of the planned new hire orientation via email to the Union's Chapter President or alternative Union-designated recipient. Less notice may be given if the County determines, in good faith, that acceleration of the new hire orientation is needed to serve pressing operational interests. The notice shall include the information required under AB119 including, but not limited to, the date, time and location of the new hire orientation.

11.4. Number of Union Representatives – The County will, on reasonable written notice, release from scheduled duty up to two (2) Union representatives for up to thirty (30) minutes to meet separately during the orientation with all newly hired employees.

11.5. Inability of Union Representative to Attend – If no Union representative is able to attend the scheduled new hire orientation due to prior commitments or other reasonable cause, the Union and County Human Resources Director shall mutually agree on a time at which such missed meeting segment may be rescheduled.

11.6. New Hire Information – To the extent the information is available in the Human Resource Department non-confidential files, the County shall provide the Union with the following information for each new employee within thirty (30) days of the employee's date of hire:

- a. Name;
- b. Job classification;
- c. Department;
- d. Initial work location;
- e. Work telephone number;
- f. Home telephone number;
- g. Personal cell phone number;
- h. Personal email address;
- i. Home address

11.7. . The Union shall indemnify and hold the County harmless from any loss, claim, liability or expense

(including without limitation the County's attorneys' fees and costs) arising from or related in any manner to the payment of service fees and costs or any other terms related to the deduction and distribution of dues and fees on behalf of the Union. It is also agreed that the Union shall not have any claim against the County for any deduction made or not made, unless a written claim of error is submitted to the County Auditor within thirty (30) calendar days after the date such deduction was or should have been made.

11.8. It shall be the employer's responsibility, once notified in writing by the Union of the amount of dues and fees as determined by the Union, to make the appropriate deductions.

Other Union Rights

11.8. The Union shall have the following additional rights:

- A. Union Access. Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. Use of Facilities. Use, without charge, of County buildings at reasonable times for Union matters. With the exception of normal wear and tear, the Union shall be responsible for any damage to County property caused by such use.
- C. Union Bulletin Boards. Use, without charge, of reasonable space on any County bulletin boards.
- D. Union Communications. Use, without charge, of any County interoffice communications systems for transmission of information concerning Union matters. Such use shall not extend to the use of the U.S. Mail or to the making of long distance telephone calls at County expense.
- E. Access to Information. Review, at reasonable times, of any public material in the possession of the County.
- F. Unit Information. The County will provide to the designated union official via email a bi-weekly report which includes the list of all member names, union dues deduction amounts, deduction status, and deduction method.

Union Stewards

11.9. The following shall apply to Union Stewards.

- A. The Union shall have the right to elect stewards whose purpose is to avoid and/or solve employee-related difficulties prior to those issues escalating into grievance situations.
- B. The Union Stewards will perform their duties according to the following guidelines:

Step #1: Initial contacts from fellow employees may take place on work time if brief in nature and will be kept short. This time is not tracked as release time or time off from work.

Step #2: Union Stewards will seek to set an appointment to discuss the situation with the employee who made the initial contact during non-work hours.

Step #3: If necessary and appropriate, the Union Steward will attend formal meetings with the impacted parties to resolve the difficulty. This meeting time is tracked as release time. The Chief Steward will track release time and report used time to the Human Resources Director.

Step #4: Union stewards will be strongly encouraged to attend monthly Labor-Management Meetings. The Union will inform the Human Resources Director of the names of the stewards, their primary area of representation, and any changes in those names before the steward will be allowed any release time.

- C. The Union shall have the right to elect up to ten (10) stewards who will be given time off without loss of pay or benefits to attend formal meetings such as those identified in Step #3 or hearings held pursuant to Sections 18 or 19 as limited by this section. Such time off will be scheduled with the steward's immediate supervisor and shall not unduly disrupt the work of any employee.
- D. Except for evidentiary hearings which are the final step in Sections 18 and 19 proceedings ("evidentiary hearings"), an employee may be represented at any meeting held pursuant to said sections by either one steward, one Union representative, or one attorney. The foregoing notwithstanding, one steward may attend or represent an employee at an evidentiary hearing along with one or more Union representatives or attorneys.
- E. Training for the position of Union Stewards will be handled by the Union.
- F. The paid County time for formal meetings for Union Stewards shall be a maximum of 40 hours for all stewards as a group for each year of the Agreement (October 1 to September 30) and shall be with the approval of their Department Heads as to scheduling. The stewards' bank of hours shall be jointly administered by the Chief Steward representative and the Human Resources Director.

Reimbursable Long Term Paid Release Time

11.10. Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic or intermittent basis under the following procedures:

- A. The Union officer or steward shall submit a written request to Human Resources at least fifteen (15) business days in advance of the requested leave. The request shall include dates/duration, name and classification.
- B. No more than one (1) unit member shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
- C. SEIU shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employee on leave per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within thirty (30) days of notice regarding administrative fees.
- D. Reimbursement by SEIU shall occur within thirty (30) day of the County's billing to SEIU.
- E. The leave of absence will be approved only if it does not interfere with the performance of

County's services and department operations, as determined by the County.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the position and location held prior to such leave, or, if not feasible, a substantially similar position without loss of seniority.

The County shall not be liable for any act, omission or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the County is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the County.

Cope Deductions

11.11. Employees may voluntarily elect to have contributions deducted from their paychecks for SEIU Local 1021's COPE fund. Deductions shall continue until the employee revokes the authorization by written notice to the Union. The County shall transmit the amounts deducted on a bi-weekly basis in a check separate from Union dues.

SECTION 12

CONCERTED ACTIVITIES

12.1. The Union and the County agree that there shall be no strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, nor shall there be any other interference of a similar, or related nature, with the operation of the County by the Union, or by its officers, agents, or members during the term of this Agreement, including Union compliance with the request of another employee organization to engage in such activity.

12.2. The Union recognizes the duty and obligation of its officers and agents to comply with the provisions of this Agreement and to make every effort to induce all employees to comply with provisions of this Agreement. In the event of a strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, or other interference with the operation of the County by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

12.3. As a condition of continued employment, all employees shall be responsible for adhering to the provisions of this Section. Accordingly, violation of any provisions of this Section by an employee shall constitute just cause for disciplinary action against the employee by the County.

12.4. The above provision of this Section notwithstanding, the County does not waive and expressly retains any and all legal and equitable remedies which the County may have against the Union and its officers, agents, or members, or which the County may have against any employee who is represented by the Union.

SECTION 13

SAFETY CONDITIONS

13.1. The County and the Union agree that the need for safe working conditions shall be of importance.

Safety Equipment

13.2. With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County, or by federal, and/or state law, rule, regulation, or order.

13.3. Employees shall use the safety and health equipment provided by the County. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA), or American National Standards Institute (ANSI) safety requirements, and approved in advance of its use by the management employee who is the Agency/Department Head, or his/her designee, for an employee requesting the use of alternate equipment. The employee shall be responsible for returning County-owned safety and health equipment to the issuing department upon termination, or upon the request of any of the employee's supervisors.

Work-Related Injury or Illness

13.4. If an employee is injured on the job, he/she should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment, if a physician has been pre-designated. If the injury or illness is NOT a medical emergency, the supervisor and employee shall, prior to the end of the employee's shift, contact the County designated provider to report the injury. If the injury is a medical emergency, call 9-1-1 to provide immediate medical assistance, then call the County designated provider to report the injury. The Supervisor may call the injury in independently if the employee is not able to participate. For further information on Injured Employee Protocol, refer to the Amador County Policies & Procedures Manual, which is available in each County department or online on the County's internal website.

Unsafe Equipment/Conditions

13.5. As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Safety Officer as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Safety Officer, if the matter has been referred to the Safety Officer. If the Safety Officer is not available on a timely basis, the Agency/Department Head, or his/her designee, shall investigate the matter and make the decision for the Safety Officer.

Right to Refuse Unsafe Work

13.6. No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once an authorized representative of the State Division of Occupational Safety and Health (OSHA), or the Safety Manager, or his/her designee, have determined the situation to be safe. An employee who unreasonably refuses to perform work is subject to discipline.

Safety Committee

13.7. The Union may appoint up to three employees to serve on the County's Safety Committee. Notice of such appointments and any changes thereto shall be delivered in writing to the County's Human Resources Director and the employees' Department Heads.

SECTION 14

PROBATIONARY PERIOD

Time Frames

14.1. A new hire employee shall be required to serve a probationary period of twelve (12) months from the date of his/her employment. A permanent employee who is promoted shall be required to serve a probationary period of six (6) months from the date of his/her promotion. A regular employee who has not completed the initial twelve (12) month probationary period who is promoted shall serve the minimum six (6) month promotional probationary period in addition to the incomplete portion, if any, of the twelve (12) month new hire probationary period. The probationary period for Professional employees is covered in Section 27.4. Newly hired probationary employees may use accrued sick leave, but are not eligible to use vacation leave for the first six months in the position. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

- A. Probationary periods will be extended by the amount of any time spent on unpaid leave. When a probationary period is extended, the respective employee's anniversary date shall also change in accordance with the extension.
- B. In addition and in some cases, it may be necessary to extend the probationary period in order to further review performance. When a probationary period is extended beyond the sixth (6th) or twelfth (12th) month, it must be mutually agreed upon, put in writing, and signed by the Human Resources Director, the Agency/Department Head or his/her designee, the Union, and the employee. When a probationary period is extended, the respective employee's anniversary date shall also change in accordance with the extension.
- C. Suspensions: A period of disciplinary suspension during the probationary period shall not be counted in calculating the probationary period.

Performance Appraisals

14.2. During the probationary period, the County will endeavor to provide each employee with a performance appraisal at least every three months as a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success. During this period of employment, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

Termination During Probationary Period

14.3. A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period.

- A. Notice. A new probationary employee who is terminated shall be given written notice of said action.
- B. Exceptions. A new probationary employee who is terminated shall have no right to appeal or to grieve the termination except as may be required by law.

Return to Previous Position

14.4. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the promotional probationary period so long as they have completed the probationary period and obtained permanent status in the prior classification. A promoted probationary employee returned to his/her previous position shall be placed at the same range and step held prior to being promoted. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period. A promoted employee with permanent status may not be terminated from employment for failing to satisfactorily complete his/her promotional probationary period but may be terminated for just and sufficient cause as set forth in Section 18.

- A. Notice. A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action.
- B. Exceptions. A promoted probationary employee who is returned to his/her previous position shall have no right to appeal except as may be required by law.

Extra-Help Employees

14.5. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

Permanent Status

14.6. Appraisals are to be completed and processed before the end of the employee's probationary period. In the extraordinary event that a probationary employee is not appraised or does not receive a timely report of appointment to permanent status, the probationary employee shall remain on probationary status for a maximum of one additional month, unless the employee's probationary status has been extended in writing in lieu of termination. If, at the conclusion of the additional month of probationary status, the employee has not received a report of appointment to permanent status or has not been terminated, the employee shall automatically achieve permanent status.

Step Advancements

14.7. After six (6) months of continuous employment, a new or promoted employee is entitled to the appropriate step advancement. (See Section 25.17.)

New Employee Orientation

14.8. The County shall provide orientation to new employees no later than forty-five (45) days after they begin work. The orientation shall be conducted in the manner as outlined in the Amador County Policies & Procedures Manual.

14.9. The Union shall have unpaid time contiguous with the County's new employee orientation to present the Agreement and other issues of interest to the Union and its membership.

SECTION 15

PERFORMANCE APPRAISALS

Purpose

15.1. The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used:

- A. To identify the appraiser's expectations for the employee's job performance;
- B. To acknowledge above-standard performance;
- C. To prescribe the means and method of converting deficiencies to a required level of performance; and
- D. To encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency (refer to Amador County Policies & Procedures Manual).

Appraisers

15.2. Employees shall be appraised by a supervisor, an Agency/Department Head, or his/her designee, who shall have personal knowledge of the job performance of the employee.

15.3. The appraising supervisor, Agency/Department Head, or his/her designee, shall be referred to herein as an "appraiser".

15.4. Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

Participatory Nature

15.5. Appraisals are intended to be participatory in nature involving the employee's input as much as the appraiser's. Both the employee and the appraiser shall separately complete the County appraisal form and then meet to discuss and share their results. The appraiser shall then complete a final version to be placed in the employee's personnel file.

Forms

15.6. All appraisers shall use the official form provided by the County. This form shall be made available from, and distributed by, the Human Resources Department.

Permanent Employees

15.7. Permanent employees shall be appraised once per year within sixty (60) days of the anniversary of their date of hire or promotion. The County may perform additional appraisals whenever it perceives the need for such appraisal.

Performance Appraisals During Probationary Period

15.8. The employee's appraiser shall endeavor to provide an appraisal of the employee at the end of every

three month period during the probationary period. At the end of the probationary period, if retention of the employee is warranted, the appraiser shall request from the Human Resources Department, a report of appointment approving the probationary employee's change of status from probationary to permanent.

15.9. The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than twenty one (21) calendar days prior to the date when an employee's appraisal is required by this Agreement.

15.10. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

Performance Appraisals for Employees Who Have Passed Probation

15.11. The County agrees that regular performance appraisals are necessary to improve communications between the employee and the supervisor. Additionally, the County agrees that employees should be advised of any performance concerns that the supervisor may have prior to the issuance of a performance evaluation.

Review

15.12. Any appraisal, when completed, shall be reviewed with the employee by the appraiser during the employee's working hours, without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file, or other County record, until the appraisal has been reviewed with the appraised employee. Both the appraiser and the appraised employee shall affix to the appraisal their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.

Employee's Right to Respond

15.13. Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said appraisal. The response shall be appended to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response. The appraiser shall provide to the employee a copy of such written response.

Appeals

15.14. Appraisals shall not be subject to the appeal or grievance procedures.

Training

15.15. The County shall provide training and/or written guidance to all appraisers.

SECTION 16
EXTRA-HELP EMPLOYEES

16.1. From time to time, needs may arise for short-term, non-permanent positions in various positions and departments in the County. The County retains the right to hire limited-term employees to fill such extra-help positions. Employees hired for extra-help positions shall not attain regular or permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

16.2. The County agrees to give special consideration to regular and permanent part-time employees expressing interest in additional working hours in an extra-help capacity, provided they meet all of the qualifications for the particular assignment and the assignment does not conflict with their regular or permanent part-time position, or result in overtime compensation.

16.3 For extra-help positions that are needed on a last-minute, short-term basis, e.g. clerical pool, County strives to maintain a list of interested, qualified, screened candidates. In order to locate candidates for last-minute needs, the County reserves the right, upon approval of the Human Resources Director, to utilize several sources of potential candidates, including but not limited to employment services such as Mother Lode Job Training, private staffing companies, schools and colleges. The County agrees to give special consideration to County employees who have terminated their regular or permanent full-time or part-time position with the County; provided, however, that the employee is in good standing with the County and that the employee meets all of the qualifications for the particular assignment and does not exceed nine hundred ninety-nine (999) hours for regular extra-help employees or nine hundred sixty (960) hours for annuitant extra-help employees in any given fiscal year. The County and the Union agree to meet and confer if concerns arise regarding use of extra-help employees.

Workweek

16.4. The workweek or work period established in lieu of a workweek for extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation (Section 23.22).

16.5. No extra-help employee shall have a right to work any fixed number of hours in any week or in any month nor are Extra Help employees eligible for daily overtime. The number of hours that an extra-help employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department Head, or his/her designee.

16.6. Extra-help employees are limited to working no more than nine hundred ninety-nine (999) hours for regular extra-help employees or nine hundred sixty (960) hours for retired annuitant extra-help employees per fiscal year in a temporary, seasonal, on-call, or other capacity. Extra-help employees do not receive seniority, vacation, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits (with the exception of shift differentials) incentives, and conditions of employment specifically provided for regular or permanent full-time or regular or permanent part-time employees except those mandated by state or federal law. Extra-help employees, with the exception of Professional employees, may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees who are classified as Professional Employees pursuant to Section 27 hereto may be hired at Step A, B, C, D, or E, and shall not advance from the step at which they are hired. Extra-help employees are at will and do not have a probationary period or achieve permanent status.

16.7 The provisions of this Section shall not be subject to the grievance procedure.

SECTION 17

SENIORITY/LAYOFFS/RECALL

Layoffs

During budget development each year, the County will notify the Union if lay-offs are anticipated and will meet with the Union to consider alternatives to lay-offs.

17.1. A layoff is defined as the involuntary separation or permanent reduction in work hours of a permanent employee. The County will give a notice of anticipated layoff as soon as possible, but no later than 21 calendar days prior to the effective date of the layoff. Seniority shall be the determining factor for order of lay-off, bumping and recall. The County shall meet and confer with the Union regarding layoff impacts as soon as possible but no later than 21 calendar days prior to the date of scheduled layoffs.

Seniority

17.2. Seniority shall be determined as follows:

- A. Regular and permanent full-time employees shall receive one (1) month of seniority credit for each month of service within each of the seniority categories as outlined below.
- B. Regular and permanent part-time employees shall receive seniority credit by pro-rating their hours in paid status as a percentage of the bi-weekly full-time equivalent.
- C. Extra-help employees do not accrue seniority.
- D. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff, of two weeks or more, shall constitute a break in service. Separation does not include authorized leaves of absence.

Categories of Seniority Defined

17.3. Seniority shall be defined as follows:

- A. Class seniority is time spent working in a particular class.
- B. Class series is cumulative seniority within a classification series.
- C. County seniority is date of hire in a regular County position. County seniority does not include time spent performing Extra Help work.

Reductions in Seniority

17.4. Seniority shall be reduced for:

- A. Any suspensions of more than thirty (30) calendar; and
- B. Any leave of absence, without pay, for more than 30 days (unless prohibited by law).

Notice

17.5. Employees' seniority, status, and class for the purpose of determining the order of layoffs shall be fixed as of the date the Board of Supervisors determines that layoffs shall occur and designates the positions to be laid off.

Layoffs

17.6. Layoff of permanent employees shall occur within their regularly assigned class and shall be in order of their seniority within their regularly assigned class so that employees with the least within-class seniority are laid off first provided that:

- A. Extra Help employees shall be laid off first in any affected classification.
- B. Employees on initial probation in the affected class are to be laid off before permanent employees.
- C. Non-Merit Systems employees do not have the right to displace any employee who holds a Merit Systems position regardless of seniority. Employees under "Merit System Rules" will be governed by the layoff requirements of the Local Agency Personnel Standards Section 17502 through 17519.

Bumping Rights

17.7. Permanent employees subject to layoff shall have the right to displace (bump) less senior employees in the following order provided they meet the current qualification of class to which they are bumping:

- A. Employees affected by layoff may bump the least senior employee in his/her class.
- B. If the affected employee is the employee with the least seniority within the class, the employee may bump using his/her seniority by taking a position within his/her position's classification series (e.g., Office Assistant III would bump to Office Assistant II), and bumping the employee with the least classification series seniority in the lower class. Employees who promote up through a classification series may use all the time in the series to determine seniority in bumping down to a classification held before.
- C. If the affected employee is still least senior, he/she may bump into the last class for which he/she completed probation.

17.8. Extra-help and initial probationary employees do not have bumping, recall, or re-employment rights.

Part-Time/Full-Time/Extra-Help Bumping

17.9. A permanent part-time employee may bump a full-time employee or vice versa if they have greater seniority, in each case taking the bumped position with the budgeted hours. Permanent part-time and full time employees have the right to bump extra help employees performing work in the affected classification. Initial probationary and Extra Help employees do not have any bumping rights.

Ties in Seniority

17.10. In the event of a tie in classification seniority, the tie breaker will be total County seniority and (if necessary) a coin toss.

Recall from Layoff

17.11. Permanent employees laid off shall be placed on a recall list. Recall lists will be developed for each classification series for which there has been a layoff. Employees with the greatest classification seniority shall be recalled first to open positions provided the open position is no higher in class than the position previously held by the employee. Employees may choose to forego recall and remain on the recall list if the open position is a lower class than the position previously held by the employee. If an employee accepts a recall to an open position, that employee is removed from the recall list.

List Duration

17.12. Recall rights are for a period of one (1) year following layoff.

Open Positions

17.13. Permanent employees who have been laid off will be interviewed prior to considering other candidates for vacancies in any department for the class they occupied, or any class in which they held permanent status and continue to meet class qualifications for a period of one (1) year, provided the employee keeps his/her contact information current with the Human Resources Department.

Right of Recall

17.14. The right of recall shall not accrue beyond the date on which the employee declines or fails to respond. Response is due within twelve (12) working days to a telephone, mailed and e-mailed notice of recall from layoff, or one (1) year from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall lists. Employees are required to keep all contact information current with the Human Resources Department. Employees declining recall into a lower class shall not be deleted from the recall list.

17.15. An employee recalled from layoff shall be granted restoration of all sick leave and seniority available to such employee as of the date of layoff. The period of layoff shall, upon recall from layoff, be considered an unpaid leave of absence and shall not be considered a break in service.

SECTION 18

DISCIPLINARY ACTIONS

Just and Sufficient Cause

18.1. Disciplinary action shall consist of any of the following County actions taken against an employee for just and sufficient cause:

- A. Just and sufficient cause for County disciplinary action taken against a probationary, temporary, or extra help employee shall consist of any lawful reason.

- B. Just and sufficient cause for County disciplinary action taken against a permanent full-time or part-time employee shall consist of any of the reasons set forth herein or other conduct which constitutes just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.
 - i. Evident unfitness or unsuitability for service.
 - ii. Incompetence.
 - iii. Inefficiency.
 - iv. Inexcusable neglect of duty.
 - v. Violation of any concerted activities provision.
 - vi. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
 - vii. Insubordination or willful disobedience.
 - viii. Refusal or knowing failure to perform work in accordance with County or state job safety requirements.
 - ix. Fraud in securing employment with the County.
 - x. Harassment in, or affecting, the work environment.
 - xi. Engaging in any employment, activity, or enterprise which is clearly incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
 - xii. Improper political activity.
 - xiii. Dishonesty.
 - xiv. Misuse, malicious damage, or theft of County property.

- xv. Conviction of any felony or misdemeanor committed while on duty, involving moral turpitude, or directed against the County or any County employee.
- xvi. Accepting a plea of nolo contendere to any felony or misdemeanor described in section xv.
- xvii. Discourteous treatment of another employee or a member of the public while on duty, or off duty, if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- xviii. Use of, or being under the influence of, any controlled substance as defined by California Health and Safety Code 11007, or its successors while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- xix. Use of, or being under the influence of, alcohol while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- xx. Breach of confidentiality as covered in departmental policies and County-wide policy as governed by the Amador County Policies & Procedures Manual.
- xxi. Engaging in inappropriate discriminatory activity against one (1) or more persons protected under state or federal law as described in Section 7 of this Agreement.
- xxii. Inability or incapacity to perform assigned job duties.

Procedures

18.2. Any person authorized by the Board of Supervisors may initiate disciplinary action (the "initiator").

18.3. There shall be no right of appeal from any disciplinary action except by a permanent full-time or part-time employee.

Progressive Discipline

18.4. The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a penalty to an employee whom the County intends to retain as an employee after the discipline. The County may begin discipline at any level, depending on the employee's conduct. Progressive discipline shall not be required when the County believes dismissal to be the appropriate discipline because of the employee's conduct.

18.5. An initiator may discuss with the County Administrative Officer the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the County Administrative Officer from being the Step 2 decision maker as set forth in Section 18.15, et. seq.

Discipline

18.6. Disciplinary actions shall consist of written reprimands, suspension, temporary demotion, or dismissal and shall begin with notice to the employee. Any notice to an employee of a proposed action shall be in writing. Such notice shall contain the following information:

- A. The name, work address, and work telephone number of the initiator.
- B. The proposed disciplinary action.
- C. A statement of the alleged facts constituting the basis for the proposed action.
- D. A true and complete copy of any supporting written documentation of the alleged facts upon which the proposed disciplinary action is based.
- E. The tentative date upon which such proposed action will take effect.
- F. A statement of the employee's right, prior to the effective date of such proposed action, to a Skelly meeting with a County-designated Skelly Officer at which meeting the employee shall be afforded a reasonable opportunity to respond orally or in writing, to the charges.
- G. A statement of the employee's right to be accompanied by a union representative during such meeting.
- H. A statement of the employee's right to appeal the decision of the Skelly Officer as provided below.

Employee Notification

18.7. Service of the above notice on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address on file with the Human Resources Department.

18.8. If the affected employee cannot be served in person or by certified mail addressed to the employee's last known mailing address on file with the Human Resources Department, or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) calendar days after the attempted service.

18.9. Service of a true and complete copy of the above notice, including all accompanying documentation, shall also be made upon a Union representative, the Human Resources Director, and the County Administrative Officer on or before the date on which service of such notice is made upon the affected employee.

Step 1. Skelly Rights

18.10. Within fourteen (14) calendar days after notice of a proposed action, the affected employee may request a meeting with a County-appointed Skelly Officer to present any facts or argument the employee wishes to present in contravention or mitigation of the charges. The time and place of the Skelly meeting shall be determined by the Skelly Officer. The employee may respond to the charges with his/her oral or written statements, or with written statements of others. This meeting is not an evidentiary hearing.

18.11. The parties may agree, in writing, to have the County make a tape or audio-visual recording of the meeting. The County shall make a copy of such recording available to the employee upon request within seven (7) calendar days from the close of such meeting.

18.12. The failure of an employee to timely request or appear for a Skelly meeting shall constitute a waiver of the employee's right to a Skelly meeting. In case of such waiver the County shall be entitled to rely on the facts set forth in the notice described in section 18.1 above. Waiver of the Skelly meet does not waive the employee's right to appeal the disciplinary action to the County Administrative Officer or, thereafter, to an Arbitrator.

18.13.

- A. If the employee waives the Skelly meeting, or if a Skelly meeting is requested but the employee does not attend, the County may implement the proposed disciplinary action at any reasonable time thereafter.
- B. If the employee does not waive the Skelly meeting, the implementation of the proposed disciplinary action will remain in abeyance pending the conclusion of the Skelly meeting and any investigations or additional meetings related thereto. After the conclusion, the Skelly Officer may sustain, reduce, or vacate the proposed discipline.
- C. The Skelly Officer may return a proposed disciplinary action to the Initiator for further investigation and possible amendment of charges and proposed discipline on the introduction of newly acquired evidence. Such evidence must be evidence that the County could not have reasonably discovered or acquired during the initial investigation. In the case of such after-acquired evidence, the Initiator shall provide the employee a revised notice of charges on the employee taking into account the modified evidence and charge(s). The Skelly Officer shall grant the employee no less than a seven (7) day period in which to amend the employee's presentation to the Skelly Officer to address the additional or modified evidence and charge(s).
- D. If, in light of the evidence and argument, the Skelly Officer decides that a basis for disciplinary action has been demonstrated, in the form and degree proposed by the Initiator or in a reduced form or degree, the Initiator shall give written notice thereof and its implementation date to the employee.

18.14. Within seven (7) calendar days after the written notice is provided to the employee, the employee may appeal the disciplinary action to the County Administrative Officer.

Step 2. County Administrative Officer

18.15. Notice of any appeal shall be in writing, shall set forth clearly the factual and legal bases for the appeal, and shall be filed with the County Administrative Officer and the Human Resources Director within the time limit stated in Sections 18.14.

18.16. The County Administrative Officer may conduct an investigation or informal hearing, which shall not be an evidentiary hearing, and render a decision within twenty one (21) calendar days of receiving the notice of appeal. The County Administrative Officer may uphold, modify, or revoke the disciplinary action. The County Administrative Officer shall give written notice of his or her decision to the employee, the Union, the Human Resources Director, the Skelly Officer (if any), and the Initiator. The same limitation on the increase of disciplinary action as described in section 18.13.C above applies to the County Administrative Officer.

Appeal to Step 3

18.17. The Union may appeal the decision of the County Administrative Officer, issued pursuant to Step 2 above, to Step 3 within ten (10) working days of being given notice of the County Administrative Officer's decision or, if the County Administrative Officer does not respond to the appeal, within ten (10) work days of the deadline for the County Administrative Officer's decision. The Union shall submit any appeal to Step 3 by written notice to the Director of Human Resources.

Step 3. Evidentiary Hearing

18.18. The employee or the Union may appeal the Step 2 decision as follows.

By default, appeals of suspension, demotion or dismissal will be heard by a Hearing Officer from the State

Office of Administrative Hearings.

As an alternative to the State Office of Administrative Hearings, SEIU Local 1021 may elect to appeal suspensions, pay reductions, demotions or dismissals of employees to an Arbitrator selected through State Mediation and Conciliation Service (SMCS). The Union shall include such election in its notice to the Director of Human Resources submitting the matter to Step 3. The Director of Human Resources will initiate arrangements for the State Office of Administrative Hearings to hear the dispute or request a list of seven (7) neutral arbitrators from SMCS, as dictated by the Union's election pursuant to this subsection. If the Union elects arbitration, the parties will alternately strike names to select the arbitrator, with the initial order of striking determined by a random agreed to method such as a coin toss. However, nothing herein shall preclude the Parties' representatives from selecting an arbitrator by mutual agreement. The costs of the arbitrator and court reporter (if agreed upon) shall be shared equally. However, any costs related to cancellation or continuation of the arbitration shall be borne by the cancelling or continuing party.

The Parties further agree to accept the Arbitrator's or Hearing Officer's award as final and binding on them.

18.19. The County and Union shall make available for testimony in connection with this procedure any individual whose appearance is requested by the County, employee or his/her representative, to the extent the individual's availability is reasonably within the requested Party's control.

18.20. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

Costs

18.21. Except as provided above, each party shall pay the costs of preparing and presenting its own case.

Administrative Leave

18.22. If any initiator decides to conduct an investigation into the activities of an employee which may lead to disciplinary or criminal action against the employee, or an employee has been given notice of proposed discipline which has not yet become effective, the initiator may, by written notice and upon approval by the Human Resources Director, place said employee on administrative leave.

18.23. The notice shall state the reason for placing the employee on administrative leave.

18.24. During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

18.25. The employee may discuss his/her placement on administrative leave with the initiator at a Step 1 meeting, but there shall be no right of appeal from placement on administrative leave; provided, however that this subsection shall not prevent an employee from appealing any disciplinary action taken which is the cause for the initiator's placing the employee on administrative leave.

18.26. If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

SECTION 19

GRIEVANCES

Information

19.1. Grievances may only concern the County's misapplication, misinterpretation, or violation of a law or this Agreement. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance. Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Agreement alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- D. The remedy for such alleged adverse effect sought by the grievant.

Timeliness

19.2. Failure by the County to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievant accepts the last decision made thereon and that the grievant waives any right to further appeal of the grievance; however, nothing in this Section shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement.

19.3. A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

No Loss of Pay

19.4. The County shall allow an employee and/or his/her Union steward reasonable time off work, without loss of pay or benefits, in order to deliver a grievance to his/her Department/Agency Head or to attend a grievance hearing during normal working hours.

- A. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one (1) joint hearing on all the grievances.

Step 1. Agency/Department/Employee

19.5. Within twenty (20) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing, to the grievant's Agency/Department Head.

- A. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

- B. Within five (5) working days of such a meeting, the grievant's Agency/Department Head shall serve written notice of the decision to the grievant.
- C. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the County Administrative Officer within ten (10) working days of receipt of the written decision or within ten (10) working days after the decision deadline at Step 1 has elapsed.

Step 2. County Administrative Officer

19.6. The County Administrative Officer may conduct an investigation and/or hearing and render a decision within 15 working days. If either party is dissatisfied with the decision of the County Administrative Officer he/she may appeal the decision to Step 3 within five (5) working days of being given notice of the decision. If the County Administrative Officer does not respond to the appeal within the time limits, the employee may appeal to Step 3 within five (5) working days of the expiration of the 15-day period by filing a written request with the Director of Human Resources.

19.7. The cost of hearings before the Arbitrator shall be paid sixty-five percent (65%) by the losing party and thirty-five percent (35%) by the winning party. The parties shall jointly ask the Arbitrator to decide which party is the losing party for the purpose of determining which party pays sixty-five percent (65%) of the costs of the hearing.

19.8. Any appeal arising from a Step 2 decision shall be submitted to arbitration and the arbitrator shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The Director of Human Resources will request a list of seven (7) names from SMCS and the parties will strike names to select the arbitrator.

The parties further agree to accept the Arbitrator's award as final and binding on them.

19.9. The Union has the right to intervene in a grievance and present its case when the Union does not represent the grievant and contends that a possible outcome of the grievance would be detrimental to other employees who are not grievants.

SECTION 20

SICK LEAVE AND LEAVES OF ABSENCE

Sick Leave - Eligibility

20.1. Permanent full-time and permanent part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of ninety-six hours per year. Extra-help employees earn sick leave as required by law.

- A. Sick leave shall not be earned for time compensated by State Disability Insurance (SDI); while on Paid Family Leave (PFL) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- B. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

20.2. Employees qualifying for Family Medical Leave (FMLA) or California Family Rights Act Leave (CFRA) as discussed in this section may utilize accrued sick leave, vacation, and compensatory time off (CTO) in conjunction with said leave; however, said employee shall have the option of retaining up to 100 hours of accrued sick leave and up to 40 hours of accrued vacation leave on the books as long as the employee is receiving supplemental SDI or PFL benefits. Requests to retain leave shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

20.3. The sick leave earned by an employee shall be available to the employee upon accrual.

Definition of Illness or Injury

20.4 Sick Leave may be used for the following:

- A. Actual illness or injury to the employee;
- B. Family Leave: Actual illness or injury to the employee's immediate family;
- C. Medical or dental appointments for immediate family as specified in 20.18 and 20.19; or
- D. Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), including Workers' Compensation illness or injury.

Unused Sick Leave

20.5. Unused sick leave shall accrue from year to year. When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of accrued sick leave hours upon simultaneous retirement and receipt of PERS benefits only.

Compensatory Time Off (CTO)/Vacation Leave

20.6. Unless expressly electing otherwise, an employee who exhausts his/her unused sick leave shall utilize his/her unused compensatory time off (CTO) until all unused compensatory time off (CTO) is exhausted,

whereupon the employee shall utilize his/her unused vacation leave until his/her unused vacation leave is exhausted.

20.7. An employee may elect not to utilize his/her available compensatory time off (CTO) and/or available vacation leave up to a maximum of 40 hours of said accrued leave in accordance with the above provision by giving written notice of such election to the Personnel prior to exhaustion of the employee's available sick leave.

Doctor's Release

20.8. The County may require from an employee a written release from a licensed health care practitioner for the employee's return to duty and verification of illness or injury after any absence due to illness or injury. However, an employee absent due to an alleged occupational injury or illness shall provide to the County a written release from a licensed health care practitioner for the employee's return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

20.9. Subject to the limitations under applicable law, when an employee has missed more than three (3) continuous days of employment he/she must submit to the Agency/Department Head, or his/her designee, on a form provided by the County or comparable documentation from a physician, a statement of the illness or the injury, identifying a physician seen, if any, and other supporting facts that may be deemed appropriate. That statement must be submitted to the Agency/Department Head, or his/her designee, within five (5) calendar days, unless the medical condition otherwise prevents the employee from submitting said form. All information contained in this form will be treated as confidential.

Concurrent Use of SDI/Sick Leave/Vacation Leave

20.10. STATE DISABILITY INSURANCE AND PAID FAMILY LEAVE. Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program (SDI) and Paid Family Leave Program (PFL). Each employee shall contribute to the plan through payroll deductions, which deductions are hereby expressly and irrevocable authorized without individual written authorizations. Accrued sick leave may be used when required by law to supplement the SDI or PFL benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and the SDI or PFL benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits and shall notify the County when benefits are received.

- A. Waiting Period. State Disability Insurance benefits are payable after a seven (7) day waiting period. The employee shall use their sick, compensatory time off (CTO) and vacation leave during this waiting period before State Disability Insurance benefits start. There is no waiting period for PFL.
- B. Coordination of Pay. Accrued sick leave may be used to supplement the disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

- C. Option to Retain Leave. Upon a written request, after the employee has used the required sick and/or vacation leave for the SDI Waiting Period (no waiting period for PFL), an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books while on FMLA/CFRA protected leave. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave..
- D. No Leave Accruals. Sick leave shall not be earned for time compensated by SDI or PFL or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- E. Employee Requirement. If the employee requests coordination of pay, the employee shall be required to inform the Auditor-Controller department of the first day of paid disability within seven (7) calendar days of the employee's receipt of their payment stub by providing a copy of their payment stub for SDI/PFL. The employee shall continue to provide those stubs through the last day of paid disability so that their normal base pay can be coordinated with paid SDI/PFL.

Workers' Compensation Insurance

20.11. WORKERS' COMPENSATION INSURANCE. Workers' compensation insurance benefits, also referred to as temporary disability benefits, shall be extended to employees in accordance with the terms and conditions as outlined in the Amador County Policies and Procedures Manual, and the State of California. Accrued sick leave shall be used to supplement the employee's temporary disability benefit and must be exhausted prior to the use of compensatory time off (CTO), and vacation leave. The total compensation from accrued leaves and temporary disability shall not exceed the employee's base salary at the time of temporary disability. Temporary disability payments will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings.

- A. Waiting Period. There is a three (3) day waiting period during which time the employee shall use their available sick leave, compensatory time off (CTO), and vacation in that order. The three (3) day waiting period will be waived if the injury to the employee required hospitalization immediately, and/or the employee is taken off work for more than fourteen (14) days that need not be consecutive.
- B. Coordination of Pay. Accrued sick leave shall be used to supplement the temporary disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and temporary disability benefits shall not exceed the employee's base salary at the time of the temporary disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Temporary disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Coordination of Pay requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.
- C. Option to Retain Leave. Upon a written request, after the employee has used the required sick leave, compensatory time of (CTO) and/or vacation leave for the three (3) day Waiting Period, if applicable, an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently

change, the employee retains the right to utilize their accrued leave.

- D. Leave Accruals. Leave shall not be earned for time compensated by Workers' Compensation Insurance or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- E. Risk Manager Requirement. The Risk Manager, or designee shall inform the Auditor-Controller department of the first day of paid temporary disability benefits through the last day of paid temporary disability benefits by providing a copy of the payment stubs paid to the employee so that the employee's normal base pay can be coordinated with temporary disability benefits received.

Bereavement Leave

20.12. A regular or permanent employee shall be granted up to three (3) work days of paid bereavement leave on account of the death of any member of his/her immediate and extended family as defined in Appendix A. It also includes employees who experience reproductive loss, including a failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction. Employees may extend paid bereavement leave by using an additional two (2) paid sick leave days from their personal sick leave accrual balance.

20.13. The County may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her extended family.

20.14. Unless expressly electing otherwise, an employee who does not have available sick leave or desires to take additional bereavement leave may request to utilize his/her available compensatory time off (CTO) or, if all CTO is used, vacation days.

Jury Duty or Testimony on Behalf of County

20.15. Any regular or permanent employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the County of Amador, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the County.

20.16. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror, or for appearance as a witness, in response to a subpoena to testify for the County.

Personal Necessity Leave (PNL)

20.17. No more than six (6) days annually of a regular or permanent full-time employee's available sick leave may be taken for reasons of Personal Necessity Leave (PNL). A part-time employee shall be entitled to PNL in proportion to the ratio of hours worked by the part-time employee during the previous three (3) months from when said part-time employee requests the PNL compared to the hours to be worked by a full-time employee in three months.

Responsive to the Public Safety Power Shut-off (PSPS), employees may designate and use an additional six (6) days of available sick leave for PSPS only.

20.18. PNL may be taken for any urgent personal medical or emotional need, emergency or catastrophic situation, including, but not limited to, required care of the employee's immediate family due to serious illness; routine or other preventive medical care for the employee or his/her immediate family; catastrophic destruction

of the employee's property; a PSPS that affects a County worksite or work location; and in cases of a declared public health emergency.

20.19. Notification of PNL must be given prior to the employee's taking said PNL, except in cases of bona fide emergency. In the case of an emergency, the employee is still required to notify his/her supervisor prior to the beginning of the employee's regular work day or as soon as feasible after the start of the shift.

20.20. The employee is responsible for utilizing PNL appropriately and used in accordance with Section 20.19. The employee is responsible for certifying that PNL is being used appropriately and is not required to disclose the circumstances for PNL to his/her supervisor except in the case of PSPS leave designated by the employee as described in 20.17. The employee may be requested to provide verification for PNL used for catastrophic destruction of the employee's property. Unjustified use of personal time off may be cause for disciplinary action.

Examinations or Interviews

20.21. Regular or permanent employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

20.22. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the County.

Military Leave

20.23. An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

20.24. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the County.

20.25. Employees shall be granted other paid, and unpaid leaves of absence, and reinstatement rights following such leaves, in accordance with the provisions of California Military and Veterans Code §389, 395, 395.01, 395.02, 395.03, 395.05, 395.1, 395.3 and 395.4, or their successors.

20.26. Any regular or permanent full time employee who is involuntarily called to full time active military duty during the remaining term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed 180 days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military the employee shall not be entitled to receive County health insurance benefits.

Catastrophic Leave Bank

20.27. A catastrophic leave bank may be established for permanent full-time and permanent part-time employees who qualify to receive leave donations as outlined in the Amador County Policies and Procedures Manual. The employee can apply for catastrophic leave bank in addition to applying for and receiving State Disability Insurance and/or Workers' Compensation Insurance benefits.

A. Applying For Donations. The catastrophic leave bank is not continually in existence. The

employee must first exhaust all their available leave banks. Vacation leave and/or sick leave may only be donated into the bank. Leave donations into the Requestor's catastrophic leave account will be based upon the donator's monetary (money) value of the donations. The maximum number of days that will be authorized per request is 30.

Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

20.28. The County shall comply with federal and state laws regarding family medical leave, as outlined in the Amador County Policies & Procedures Manual which is available in each County department and online at the County's internal website. FMLA and CFRA shall run concurrently with any other authorized leave (i.e. disability, worker's compensation, etc.). Employees may use accrued leave for purposes of FMLA/CFRA, as outlined in said Policy. Permanent employees with one (1) or more years of continuous service are entitled to take a maximum of twelve (12) work weeks of leave during a rolling twelve (12) month period. The twelve (12) month period shall begin in accordance with County Policies and Procedures and may be used for any of the following purposes:

- A. Child Bonding Leave. Child Bonding leave can be taken by an eligible employee for the birth, adoption, or foster-care placement of a child in order to care for the child.
- B. Family-Care Leave. Family-care leave can be taken by an eligible employee for care of an immediate family member who has a serious health condition.
- C. Self-Care Leave. Self-care leave can be taken when an eligible employee is unable to perform the essential functions of the position that the employee holds because of a serious health condition.

Maternity/Child Bonding Leave

20.29. An employee who is not eligible for leave under the Family Medical Leave Act, as outlined in the Amador County Policies & Procedures Manual and the Family Rights Act (California Government Code §12945.2) may be granted one (1) month of Child Bonding Leave in addition to the period of time the employee is considered medically disabled as a result of the pregnancy or birth of the child in accordance with State law. Any employee who is eligible for leave under the Family Medical Leave Act and the Family Rights Act may take a maximum of twelve (12) weeks of family medical leave in addition to the period of time the employee is considered medically disabled as a result of the pregnancy or birth of a child for a maximum of seven (7) months.

20.30. Employees must utilize sick leave, vacation and compensatory time off (CTO) while on FMLA and CFRA; except that employees shall have the option of retaining up to 40 hours of accrued vacation leave and up to 100 hours of accrued sick leave on the books. Employees taking Pregnancy Disability Leave are not required to utilize vacation leave.

20.31. Upon returning from FMLA and/or CFRA, the employee will be employed in the same, or comparable classification, within the department.

Search and Rescue

20.32. Employees who are members of a County or State search and rescue team who miss work due to their volunteer duties may use accrued compensatory time off (CTO), and/or vacation leave in compensation for their duties.

Other Leaves

20.33. In addition to those leaves of absence above, a leave of absence, with or without pay, may be granted for any period of time and upon any terms acceptable to it and the employee, as governed by the Amador County Policies & Procedures Manual. Except as otherwise required by law, during the period of the unpaid leave, insurance benefits are not paid by the County and leave benefits do not accrue.

20.34. An employee's pay for any period of absence under any provisions of this Section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

No Break in Service

20.35. No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease to accrue for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as may be provided through other leaves such as FMLA, CFRA or Catastrophic Leave listed above. If the employee is not eligible for FMLA or CFRA, the County will cease the County contribution toward Health and Welfare benefits (health, dental, vision and life insurances) thirty (30) calendar days after the approved FMLA, CFRA, or Catastrophic Leave is exhausted. The employee shall be responsible for the employee's share of the benefits until the County's share of benefits terminates. At such time the employee shall be responsible for the full cost of the benefits in accordance with COBRA regulations.

20.36. The County may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

20.37. Full-time and part-time employees may use vacation leave, holiday leave, sick leave, personal leave, and other types of paid leave only on days and during the hours on which they have been scheduled to work.

Unauthorized Absence

20.38. Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the last date on which the employee worked. Any employee's failure to return to County service within five (5) working days of the expiration of his/her leave of absence authorized in accordance with the provisions of this Agreement, or to secure from the County extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.

Reinstatement

20.39. Reinstatement of an employee to his/her employment with the County following his/her automatic voluntary resignation may be granted by the Board of Supervisors through the Human Resources Director, upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular or permanent employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation, and/or supporting evidence, satisfactory to the Board of Supervisors as to the sufficiency of the causes for his/her unauthorized absence, or for his/her failure to return to County service upon expiration of his/her leave of absence, or to secure from the County extension of his/her leave of absence, reinstatement shall be denied.

SECTION 21

HOLIDAY LEAVE

Eligibility

21.1. Regular and permanent full-time employees shall be granted paid holiday leave for the following holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday.....	Third Monday-January
President's Day.....	Third Monday-February
Memorial Day.....	Last Monday-May
Independence Day.....	July 4
Labor Day.....	First Monday- September
Columbus Day.....	Second Monday in October
Veteran's Day.....	November 11
Thanksgiving.....	Fourth Thursday-November
Day after Thanksgiving.....	Friday following Thanksgiving
Christmas Eve.....	December 24
Christmas Day.....	December 25

Additional Paid Holidays

21.2. Any days declared by the President, and/or by the Governor of California, and which also may have been approved by resolution of the Board of Supervisors, as a public day of fast, public day of mourning, public day of Thanksgiving, or public holiday for County employees, shall entitle a regular or permanent employee to paid holiday leave for such days.

Saturday or Sunday

21.3. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday which is not a holiday shall be deemed the holiday. Employees who are required by their Agency/Department Head, or his/her designee, to work on a holiday which falls on a Saturday or Sunday shall have that workday treated as a holiday and not the preceding workday if the holiday is on a Saturday or the succeeding workday if the holiday falls on a Sunday. If an employee works on a Sunday which is a holiday and also works on the following Monday, only the actual holiday would be treated as a paid holiday.

Part-Time Holiday Accrual

21.4. Regular or permanent part-time employees shall earn paid holiday leave prorated based on the number of the Employee's regularly scheduled workweek hours.

21.5. Holiday leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service.

Eligibility for Holiday Pay

21.6. An eligible employee shall be in paid status on his/her regular working day immediately preceding a holiday in order to be paid for the holiday.

Pay for Holidays Worked

21.7. A regular or permanent employee who is required, or permitted, to work on a holiday shall be granted compensation at a rate equal to the holiday plus time and one-half the employee's straight time rate of pay for all such hours worked; provided, however, that a regular or permanent employee who is required, or permitted, to work on a holiday may elect, in lieu of such compensation, to be granted compensatory paid holiday leave at a rate equal to one and one-half (1-1/2) times the employee's straight time rate of pay for all such hours worked and to receive for the holiday on which he/she is required, or permitted, to work the straight time rate of pay for his/her most regularly assigned class. Regular or permanent part-time employees required to work on a holiday shall receive time and one-half the employee's straight time rate of pay plus, if requested by the employee, available holiday time to a maximum of eight (8) hours.

Alternative Work Schedule Holiday Leave

21.8. Sheriff Technicians assigned to a 4/10 work schedule shall be credited with ten (10) hours of holiday leave for each eligible holiday.

21.9. Upon Department Head approval, employees may select one of the following options when a holiday falls on an employee's regular day off with the exception of the Road Crew who shall utilize alternative B as identified below:

- A. Revert back to a 5/8 schedule during the work period of the holiday; or
- B. Be paid for 8 hours of holiday pay, and 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 leave is not available, the employee will be docked for the difference in pay; or
- C. Change the regular day off to a day other than the holiday within that work period.

21.10. Holiday leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

21.11. Department Heads shall seek to equitably rotate employee work assignments for those classifications required to be staffed on Thanksgiving, Christmas, New Year's Day and July 4.

SECTION 22

VACATION LEAVE

Eligibility and Accrual

22.1. Regular and permanent full-time and regular and permanent part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions:

- A. Years 1-2. For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of three and three-eighths (3.38) hours of vacation leave for every eighty (80) hours of service, up to a maximum of eighty-eight (88) hours per calendar year. Such accrual shall be credited bi-weekly.
- B. Years 3-9. For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of four and ninety-two hundredths (4.92) hours of vacation leave for every eighty hours of service, up to a maximum of one hundred twenty-eight hours per calendar year. Such accrual shall be credited bi-weekly.
- C. Years 10 Plus. For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of six and forty-six hundredths (6.46) hours of vacation leave for every eighty (80) hours of service, up to a maximum of one hundred sixty-eight (168) hours per calendar year. Such accrual shall be credited bi-weekly.

22.2. Vacation leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service except as stated in Appendix A, Definitions.

22.3. An employee shall not be eligible to utilize his/her accrued vacation leave until after completion of six (6) continuous months of employment with the County.

22.4. An employee who separates from County employment shall be entitled to payment in lieu of accrued vacation leave which has not been taken prior to separation from employment.

22.5. Vacation leave shall be granted and shall be utilized no later than the calendar year following the calendar year in which the employee earned and accrued such leave. An employee may accrue twice their current annual vacation accrual rate. An employee cannot accrue more than twice their current annual vacation accrual rate, unless the County is unable to allow the employee time off to use vacation time. Agency/Department Heads, or his/her designees, shall make every effort to allow employees to take vacation leave during the year in which it is accrued.

22.6. The County may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

22.7. An employee's pay for any day of vacation leave shall equal the pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the day of vacation leave.

22.8. Vacation leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

22.9. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation and leave to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

22.10. Those Departments that restrict the number of employees on vacation simultaneously shall annually give priority to vacation requests for the same period based on Departmental seniority.

22.11. An employee may elect to convert up to thirty-two (32) hours of accumulated vacation to a cash payment at the employee's base hourly rate of pay for each such hour so converted, payable in October of the year after election. For example: elections made in 2024 would be payable in October 2025. Upon payment of the hours converted by the employee, the County will simultaneously reduce the employee's vacation balance by the corresponding number of hours. To qualify for the foregoing conversion option, the employee must make the election in writing, irrevocably, on a form provided by the County's Human Resources Department. Such election must be made and the form completed and delivered to the Human Resources Department in the month of October for payment in October of the following year. An employee may not receive a cash out of vacation under this provision if and to the extent that it would reduce the employee's vacation balance below forty (40) hours at the time the payment is made. Payment on an election for a cash out that would violate the forty (40) hour requirement will be reduced to the extent necessary to conform to the forty (40) hour minimum balance requirement.

SECTION 23

HOURS OF WORK

Workday

23.1. Every department shall work a five (5) day/eight (8) hour schedule, unless a different schedule is specifically approved pursuant to this section. Employees within regular departments shall work eight (8) hours each workday (eight (8) hours including breaks, but not lunch periods) with starting times and ending times determined by the relevant Agency/Department Head, or his/her designee, which times will be consistent with this section.

Staffing Schedules

23.2. Every department doing business with the public will be staffed from 8:00 a.m. to 5:00 p.m., including lunch hours. "Staffed" means having employees present who are ready, willing, and able to interact with the public and answer the public's questions. Agencies/Departments with three (3), or fewer, employees shall comply with the provisions of this paragraph when feasible while complying with the Fair Labor Standards Act (FLSA).

Alternative Work Schedules

23.3. Upon recommendation by a Department Head, alternative work schedules may be approved by the County Administrative Officer. Examples of alternate work schedules, include, but are not limited to a "4-10" or a "9-80" plan, provided they conform to state and federal law.

Establishment of an alternative work schedule in any department is not subject to the meet and confer process; it is a management right to be determined solely by the County. However, the County will notify and seek comments from the Union prior to implementation of a new alternative work schedule.

In the event an Alternate Work Schedule proposal is declined, upon request by the Union, the County agrees to a meeting with the County Administrative Officer and the Department Head to review and discuss the reasons for the County's decision.

Lunch Breaks

23.4. A lunch period may be 30, 45, or 60 minutes for any given employee, as specified in advance by the employee's Agency/Department Head, or his/her designee.

Rest Periods

23.5. Each employee shall be entitled to take, and shall take, a 15 minute duty-free break for each four (4) hour portion of their normal day not to exceed two 15 minute breaks in an 8 or 10 hour shift, and a duty-free lunch period as set forth in Section 23.6. hereof. Rest periods shall be taken at such times as shall be determined by the employee's Agency/Department Head, or his/her designee, in consultation with the employee.

Duty-Free Breaks, Lunches

23.6. No employee may perform any duties during a lunch period or break unless emergency circumstances require the performance of duties during those periods as directed by the employee's Agency/Department Head, or his/her designee. In addition, when the needs of County service so require, other exceptions may

apply by mutual agreement of the Union and the Board of Supervisors. Snow plowing and paving crews of the Public Works Agency Road Crew may work through breaks and lunch periods when so directed by their supervisor. Work performed through breaks or lunch periods shall be paid time and may require payment at overtime rates. Breaks and lunch periods must be surrounded by work periods; breaks and/or lunch periods may not be combined, nor may they be used to shorten a work day.

FLSA Compliance

23.7. Extra-Curricular Work Activities: In order to avoid unnecessary overtime and possible violations of the Fair Labor Standards Act, whenever an employee desires to participate in extra-curricular work activities (i.e. conferences, training, etc.), the employee will be required to revert back to a regular eight (8) hour schedule for the entire alternative work schedule period, unless otherwise approved by the employee's Department Head prior to the extra-curricular event.

23.8. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of Section 23.22.

Flexible Schedules for Employee Development

23.9. Each Agency/Department Head, or his/her designee, is encouraged to consider requests from employees who may wish to modify their working schedules in order to participate in job-related training or education on their own time and at their own expense. The course work must be of such a nature that it would enhance the working skills of the employee's current position, or would contribute to skills required for a promotion within the occupational area in which the employee is employed.

Workweek

23.10. The workweek shall begin at 12:01 am Sunday and end at 12:00 am (midnight) Saturday.

23.11. The workweek or work period established in lieu of a workweek for part-time and extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation (Section 23.22.).

23.12. The workweek or work period established in lieu of a forty (40) hour workweek for any employee may be extended at the discretion of the County in accordance with the provisions of Section 23.22.

23.13. No part-time or extra-help employee shall have a right to work any fixed number of hours in any week or in any month. The number of hours that a part-time employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department Head, or his/her designee.

Canceled Shifts

23.14. The County shall telephone a designated telephone number whenever it does not require an employee to work a shift to which the employee has been previously scheduled. Said telephone call must be made at least one (1) hour in advance of the commencement of the scheduled shift.

23.15. The County's failure to make the required telephone call shall result in payment to the affected employee of two (2) hours of compensation at the employee's regular rate of pay.

23.16. It shall be the employee's responsibility to notify the supervisor, in writing, of their current address and telephone number. Failure to do so shall excuse the County from the requirements of Section 23.14., et seq.

Standby Compensation

23.17. Any employee assigned by the County to be on stand-by during non-duty hours (between shifts during the workweek or on a weekend) shall receive standby compensation at the rate of four dollars (\$4.00) per hour during such standby period, provided such employee makes him/herself available for, and responds to, all calls for work during such period. Employees must remain ready and available for calls for work. "Available for calls for work" means that the employee on standby shall be in the county of his/her residence or within one (1) hour of normal driving time of the employee's regularly assigned report location. An employee assigned to standby duty shall not consume alcohol or other drug while on standby that would not be permitted while on duty as provided by County or departmental rules. Employees are required to respond to calls in accordance with departmental standards.

The Department Head or designee may temporarily assign a County vehicle to an employee who is assigned to serve on stand-by, for use in responding to call-outs during that period. The employee will return the vehicle to the Department at the conclusion of the stand-by assignment. However, if the Department determines, from time to time, that continued use of a County vehicle outside normal working hours when the employee is not on stand-by would best serve the County's operational needs, it may authorize such use.

Employees assigned Stand-By duties and who are required to perform work remotely through internet access shall be provided a laptop and an Air Card for access. Additionally, up to three (3) employees in the IT Department shall be provided a thirteen dollars and eighty-five cents (\$13.85) bi-weekly stipend in lieu of a laptop and Air Card.

23.18. Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions of Section 23.22 below. For the first such instance of performance of work during any twelve (12) hour standby period, which standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least two (2) hours of overtime work beyond the workday in accordance with the provisions of Section 23.22 below. Time worked shall commence at the time the first call is received by the employee.

In instances where the work assigned by the County occurs two (2) hours or less prior to the start of the employee's regular scheduled start time, the employee will be paid a stipend equivalent to two (2) hours of overtime work in lieu of the above and will be paid their regular hourly base wage at the start of their regular workday.

23.19. The County vehicle assigned by the County for an employee to have at his/her residence for the purpose of performing overtime work during an assigned standby period shall be considered such employee's assigned worksite for any overtime work performed during such standby period. If the employee uses his/her personal vehicle to respond to a call, the County shall reimburse the employee roundtrip mileage up to a maximum of 50 miles.

23.20. Standby compensation shall not be considered part of the employee's regular rate of pay for purposes of Section 23.22. below.

23.21. Employees are not entitled to Stand-by Pay for any hour(s) compensated at the overtime rate during the time assigned Stand-by Duty.

Overtime Compensation

23.22. Any non-professional employee assigned by the County to perform overtime work beyond the workday, beyond the workweek or beyond the work period established in lieu of the forty (40) hour workweek, shall be granted compensation at a rate equal to one and one-half (1½) times the employee's regular rate of pay

for all such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. Work performed in hours that are contiguous and otherwise eligible for overtime compensation shall receive overtime compensation regardless of a change from one calendar day to the next or one calendar week to the next.

23.23. After Hours Phone Calls for Employees Not Assigned to Stand-by Duty. Any employee who is not assigned to Stand-by Duty as provided in Sections 23.17 through 23.21 called after hours to respond to questions or to provide counseling and/or advice and the call(s) and is on the phone in excess of six (6) minutes, shall be compensated for time worked at the appropriate overtime rate of pay.

Compensatory Time Off (CTO)

23.24. Employees may be allowed to accrue up to a maximum of one hundred (100) hours compensatory time off (CTO). Prior to offering overtime work to an employee, the Agency/Department Head, or his/her designee, shall let the employee know whether CTO could be used as an alternative to cash compensation. The employee, in the event of such a choice, shall make the decision regarding the form of compensation. CTO shall be accrued at the applicable overtime rate.

Shift Differentials

23.25. Every full-time employee, without regard to class, shall be paid a shift differential of one dollar (\$1.00) per hour for his/her workday which commences at or after 12:30 p.m., but before 9:00 p.m. (swing shift); provided, however, that every such employee shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for his/her workday which commences at or after 9:00 p.m., but before 4:00 a.m. (night shift). Every employee required by the County to work in addition to his/her workday, time which is not continuous with his/her workday, shall receive the appropriate shift differential for time so worked as if the second section of their work is beginning of a new shift or the shift differential for his/her regular shift whichever shift differential is the greater.

23.26. Shift differentials shall not be considered part of the employee's regular rate of pay for purposes of Section 23.22 above.

Call-Back Pay

23.27. Any employee called back to work after completion of his/her regular shift shall receive a minimum of two (2) hours compensation for the time worked in accordance with Section 23.22 above.

SECTION 24
HEALTH AND WELFARE BENEFITS

24.1. The County purchases and administers group life insurance and health, vision, and dental care insurance policies for all County employees as described herein.

Major Medical Insurance Coverage

24.2. The County provides medical insurance (through Blue Shield. The County agrees to continue to contribute eighty-seven and one-half percent (87.5%) and the employees will contribute twelve and one-half percent (12.5%) of the premium.

Health Insurance Advisory Committee

24.3. The County will continue to have a Health Insurance Advisory Committee composed of representatives from SEIU, the County and other covered employee groups. The Committee will review alternative medical plan providers as well as plan designs and make recommendations to the County for plan design changes and plan cost and administrative efficiencies. After recommendations are made the County may implement the recommended changes. However, changes to the medical plan provider shall be by mutual agreement. In addition to the representatives designated by the Union for formal negotiations with the County, as set forth in Section 11.1., the Union shall appoint four (4) representatives from this Unit to serve as members of the Health Insurance Advisory Committee and upon the joint request of the Union and the County, the County shall allow said representatives reasonable time off without loss of pay or benefits for the purpose of performing their duties. The Health Insurance Advisory Committee shall meet quarterly unless cancellation is mutually agreed upon by the Union and the County.

Other Benefits Provided by County

24.4. The County shall continue the dental, vision, and life insurance programs in effect as of the date this 2024-26 Memorandum of Understanding is ratified and adopted by the Board of Supervisors.

24.5. The County shall pay eighty-seven and one-half percent (87.5%) of the employees' dental and vision health insurance premiums and employees shall pay twelve and one-half percent (12.5%). The County will pay the entire premium for life insurance.

24.6. Before the County's duty to make any such contribution arises, the employee shall authorize deduction of his/her share of the premium by payroll deduction on forms supplied by the County Auditor.

Employees Covered by Non-County Major Medical Insurance

24.7. Additionally, any full-time employee covered by major medical insurance other than the County's, after showing proof of other medical coverage thereof, may take two hundred thirty-three dollars and four cents (\$233.04) semi-monthly over twenty-four (24) pay periods in cash, or use all or part of that amount to upgrade vision, dental, and life insurance. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the full-time employee waives all benefits except life insurance, the cash total is two hundred fifty-three dollars and four cents (\$253.04) semi-monthly over twenty-four (24) pay periods. A part-time employee who is covered by major medical insurance other than the County's, after showing proof thereof, may take a cash amount of two dollars and ninety-one cents (\$2.91) per hour worked for declining the medical plan only. If the part-time employee waives all benefits except life insurance, the employee may take a cash amount of three dollars and sixteen cents (\$3.16) per hour worked. Whether full or part-time if, during open enrollment or based on another qualifying event, the employee re-enrolls in the County's applicable

benefit program, his or her payment for waiving such benefits shall cease on the effective date of such re-enrollment.

Both Spouses Employed by County

24.8. Current "County Couples" (spouses both of whom are currently working for the County) who are "double covered" may remain double-covered with each covered by the County's major medical insurance carrier, or, at the option of the couple, one spouse would be covered by the County's major medical insurance carrier and the other may take two hundred thirty-three dollars and four cents (\$233.04) semi-monthly over twenty-four (24) pay periods in cash in lieu of medical or two hundred fifty-three dollars and four cents (\$253.04) semi-monthly over twenty-four (24) pay periods in cash in lieu of all benefits. The double-coverage benefit shall not apply to any County couples hired after October 1, 2005; and the double-coverage benefit shall terminate for grandfathered couples whenever and if (a) either spouse takes a cash benefit for the first time instead of upgrading major medical coverage; (b) either spouse terminates his or her County employment; or (c) they divorce.

Eligibility

24.9. Every regular or permanent full-time or part-time employee who works a minimum of twenty (20) hours bi-weekly, other than those employees who are on laid off status, suspended for cause, or on unpaid leave (during which law does not require payment of the County's premium contribution), and his/her dependents, if any, shall become eligible for employee and dependent health, life, dental, and vision care insurance coverage provided by the County (dependents are not eligible for life insurance) on the first day of the month following the month in which such employee completes thirty (30) days of regular or permanent full-time or part-time service. Said employees shall be entitled to such insurance coverage without regard to the number of hours worked by such employees each month. For such employee and dependent health, life, dental, and vision coverage, the County shall contribute the County's share of the premiums each month for each regular or permanent full-time employee and for each regular or permanent part-time employee the amounts set forth.

Right to Purchase Additional Benefits

24.10. Any employee may purchase additional benefits or upgrade any benefit at the employee's own expense, by authorizing payroll deductions therefore once a year in a designated open enrollment period.

Regular and Permanent Part-Time Coverage

24.11. Regular and permanent part-time employees who work a minimum of twenty (20) hours bi-weekly shall be eligible to participate in the health program contingent upon approval of the relevant health program plan provider.

24.12. Part-time employees shall receive an insurance coverage contribution in an amount equal to the proportion of hours worked (regular, sick, vacation, holiday) in any month up to full time. The part-time employees' contributions shall be subject to change based on full-time employees' contributions set forth above.

Enrollment

24.13. Eligible employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly eligible full-time or part-time regular employee shall have fourteen (14) days from the first day of work to complete the enrollment documents required for insurance coverage. When an employee timely enrolls, coverage shall begin on the first day of the month following the month in which the employee completes thirty (30) days of service as a regular employee thereafter initial enrollment, changes in enrollment may be made by an employee during the annual open enrollment or on the occurrence of a qualifying event as specified by carrier regulations and applicable State or Federal law.

Deferred Compensation Annuity Program

24.14. Every regular or permanent 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 bi-weekly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. The County will contribute up to twenty-three dollars and eight cents (\$23.08) per bi-weekly pay period to the Section 401(a) deferred compensation account to each employee who at least contributes twenty-three dollars and eight cents (\$23.08) to their deferred compensation account for the same bi-weekly pay period. However, if the employee ceases such contributions, the County match will no longer apply.

24.15. At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.

Disability Insurance

24.16. Every employee shall be eligible for the State Disability Insurance (SDI) Program, including the Paid Family Leave Disability Insurance Program. The premiums for said State Disability Insurance (SDI)/Paid Family Leave Disability Insurance Program shall be deducted bi-weekly by the County Auditor from all employees' pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

Personal Belongings

24.17. Personal belongings that an employee is required to bring into the workplace for the performance of the duties of the job are covered by County insurance, provided the criteria as outlined in Amador County Policies and Procedures Manual has been met.

Employees in the Power Equipment Mechanic I-II and Lead classifications in the GSA motor pool are required to provide all of the tools in the Basic Hand Tool list. The County will provide a safe place for the storage of said tools. The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by January 1st of each year.

The County shall fully compensate said employees for department required tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County. In the case of theft, the employee requesting compensation must provide evidence that a police report regarding the incident has been filed.

The County agrees to provide all specialty tools equipment (e.g., diagnostic, machinery, etc.) and supplies reasonably necessary for the performance of assigned duties.

The County shall provide the Union and employees with the Basic Hand Tool list. Within sixty to ninety days after the adoption of the Memorandum of Understanding, the parties will meet to discuss the definition of specialty tools.

Mileage and Travel Allowances

24.18. Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore at the rate governed by the Amador County Policies & Procedures Manual, which may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement. Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement except that an employee who is called to work at his/her regular duty station shall not be eligible for mileage reimbursement.

24.19. If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee or shall reimburse the employee for the documented actual cost of such meals in accordance with the allowances set forth in the Amador County Policies & Procedures Manual, which meal allowances may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement.

24.20. Other allowances shall be paid to employees for travel which is required by the County in accordance with the provisions outlined in the Amador County Policies & Procedures Manual.

PERS Retirement Coverage

24.21. All employees who are eligible to participate as set forth in the contract between the County and the Public Employees Retirement System (PERS), shall participate therein according to said contract. Extra-help employees are not eligible for PERS coverage; provided, however, that the hours worked in any County fiscal year does not exceed 999 hours.

24.22. The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. All "Classic" members of PERS, regardless of hire date, shall pay the full seven percent (7%) PERS classic member contribution.
- B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 ("PEPRA"), as amended, shall pay one-half (½) of the Normal Cost as determined by PERS.
- C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.

24.23. The PERS retirement formula and optional benefits for employees shall be as follows:

- A. Retirement Formulas: The County maintains the 2% @ 55 Retirement formula for employees hired before June 1, 2011. Employees hired on or after June 1, 2011 or who are hired after January 1, 2013 as a "Classic" member will be provided the 2% @ 60 Retirement formula. Employees hired as new members according to PERS regulations shall be covered by the formula established by PEPRA.
- B. The 2%@55 plan has the following options:
 - California Government Code Section 20042 (One-Year Final Compensation);
 - California Government Code Section 21548 (Pre-retirement "Optional Settlement Two" Death Benefit) and
 - California Government Code Section 20965 (Credit for Unused Sick Leave).
- C. The 2%@ 60 plan has the following options:
 - California Government Code Section 20037 (Three-Years Final Compensation)

- California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit) and
- California Government Code Section 20965 (Credit for Unused Sick Leave).

D. The 2%@62 plan has the following options:

- California Government Code Section 20037 (Three-Years Final Compensation)
- California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit), and
- California Government Code Section 20965 (Credit for Unused Sick Leave).

Retirees’ PERS Administrative Fee

24.24. The County shall pay the PERS administrative fee for retirees after the County is in the PERS major medical insurance program.

Safety Shoe Allowances

24.25. The County agrees to maintain a program for cost reimbursement of approved purchases of County required safety shoes for regular and permanent full-time and part-time employees. Overshoes are strongly encouraged to minimize the need for replacement shoes. The County will reimburse the employee for actual and reasonable costs for the shoes and/or overshoes up to a maximum of one hundred eighty-five dollars (\$185) per contract year per employee, for contract years, upon approval of the Director of Human Resources. However, an employee may forego use of this benefit in one contract year and carryover it to the next year (for a maximum of one contract year) and use up to the entire resulting three hundred seventy dollars (\$370) accumulation in the second year for one pair of required safety shoes. Lack of prudent care of shoes, including failure to use protective overshoes, may result in denial of reimbursement for replacement shoes.

The County shall provide employees in the Public Works Road Crew classifications (designated by a “*” below) who are required to routinely work in inclement weather, reimbursement of required safety shoes up to a maximum of three hundred dollars (\$300) per contract year, per employee. However, an employee may forego use of this benefit in one contract year and carryover to the next year (for a maximum of one contract year) and use up to the entire resulting six hundred dollars (\$600) accumulation in the second year for one pair of required safety shoes.

Employees who work outside an office/in the field in the following classifications shall be eligible for this benefit:

- Agriculture & Standards Insp I, II and III
- Agriculture Technician
- Agriculture Technician/GIS Assistant
- Air Pollution Inspector I and II
- Airport Manager
- Animal Care Technician I and II
- Animal Control Officer I, II and III
- Assistant in Civil Engineering I and II*
- Associate Civil Engineer *
- Bridge & Sign Maintenance Specialist*
- Building Code Compliance Officer/CEA
- Building Inspector I, II and III
- Building Maintenance Worker I, II and III
- Senior Building Maintenance Worker

Code Enforcement Officer
Construction Worker and Sr.
Custodian I and II
Dep Ag Com/Sealer of Weight, Measures
Engineering Technician*
Environmental Health Specialist I, II, and III
Environmental Health Technician I, II
Heavy Equipment Mechanic*
Mail Clerk (for warehouse work)
Mosquito & Vector Control Technician
Planner I, II, and III
Power Equip Mechanic I*, II* and Lead*
Power Equip Mechanic II-Fabrication*
Public Works Project Engineer*
Public Works Inspector*
Public Works Lead Inspector*
Public Works Maintenance Supervisor*
Public Works Maintenance Worker I*, II*, III* and Lead*
Public Works Senior Project Engineer*
Public Works Senior Project Manager*
Public Works Surveyor*

Employee Wellness Program

24.26. The County agrees to provide up to \$100.00 per calendar year cost reimbursement to regular and permanent employees who participate in a health, wellness and/or physical fitness program approved by the Human Resources Director, or his/her designee. Claims for this cost reimbursement totaling up to one hundred dollars (\$100) must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year. Cost reimbursement is processed through payroll and subject to applicable taxes.

Employee Assistance Program (EAP)

24.27. Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the County. For information on the Employee Assistance Program (EAP), refer to Amador County Policies & Procedures Manual, which is available in each County department. The County shall pay for the cost of the Employee Assistance Program (EAP).

24.28. In matters involving proposed discipline against an employee, the County may, in its sole discretion, allow the employee to enter an employee assistance program to address a substance and/or alcohol abuse problem as an alternative to discipline.

Health Examinations or Fitness for Duty Tests

24.29. If any health examination or Fitness for Duty test is required of any employee by the County, the County shall provide the required examination or test or cause such examination or test to be provided. Employees shall be granted paid leave of absence for the purposes of undergoing required health examination. The County shall select the persons to provide the required examination or test. If the employee disagrees with the County's selection prior to submitting to the examination or test, the County shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona

fide emergency.

24.30. The County agrees to provide cost reimbursements on an annual basis for DMV physicals and related costs which are required by the County and are not covered by the employee's medical insurance.

Section 125 of the Internal Revenue Code

24.31. The County Auditor has implemented Section 125 of the Internal Revenue Code allowing for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, etc., as desired by each employee.

SECTION 25

CLASSIFICATIONS AND WAGES

Equity Adjustments

25.1. An equity adjustment is a change in the range of a classification after meeting and conferring.

Reclassifications

25.2. Reclassifications occur when the County (a) determines that the duties of a particular position have changed substantially; (b) reorganizes a department or agency by changing staffing levels, duties, or positions held by specific employees; or (c) determines that the duties of a particular position as required to be performed are those of a different class.

25.3. An employee occupying a position which is reclassified to a class with the same range as the previous position shall be placed at the same step and salary. An employee reclassified to a class with a higher range shall be placed at the step which is the same as or closest to but no lower than their previous salary. An employee reclassified to a class with a lower range shall be placed at the step which is the same as or closest to but no lower than their previous salary or, if the highest step in the new range is lower than the previous salary the employee shall be Y-rated. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department if they are qualified. They will also be interviewed for open positions, upon their request, within their old class in other departments prior to considering any other candidates for the position. Any refusal of an offer in the old class will terminate the Y-rate. The anniversary date of an employee whose position is reclassified pursuant to this section 25.3 will not change as a result of that reclassification.

Temporary Assignments

25.4. An employee assigned temporarily to work in a class with a higher designated range ("temporary range") than the range designated for such employee's regularly assigned class ("regular range") shall upon the recommendation of his/her Agency/Department Head, or his/her designee, and approval by County Administrative Officer, be paid in accordance with the temporary range during the temporary assignment. The recommendation from the Agency/Department Head, or his/her designee, shall include a specific time frame for the temporary assignment. The temporary assignment shall not begin until the County Administrative Officer approves it.

25.5. During that temporary assignment, the employee shall retain whatever step in the temporary range shall result in a wage increase.

25.6. An employee who believes that an Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a temporary range higher than the employee's regular range, and who is not receiving the temporary range, may request through the Agency/Department Head, or his/her designee, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall, within five (5) working days, approve or disapprove the employee's request and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee being paid at the temporary range shall be sent to the County Administrative Officer for action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.

25.7. If the Agency/Department Head, or his/her designee, disapproves the employee's request, the County Administrative Officer, or his/her designee, shall investigate the request and the Agency/Department Head's, or his/her designee's, decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the County Administrative Officer shall approve the temporary range.

25.8. If the County Administrative Officer denies the request, the employee may file a grievance thereon.

Promotions

25.9. Promotions occur when an existing employee receives a report of appointment to a class with a higher range than their current position through the competitive open position process. Any employee receiving a promotion shall receive, at a minimum, a wage increase which is at least a five percent (5%) increase from their previous salary within the salary range for the new class and shall receive a new step anniversary date. If an employee had previously qualified for, and had received longevity pay, and is promoted to a higher range, the five percent (5%) increase will be calculated on Step E of the range that the qualifying employee left. If the qualifying employee is placed at either Step A, B, C, D, or E of the higher range, the qualifying employee will also receive the appropriate longevity pay in addition to the wage received at the new range and step.

25.10. The following classes within a classification series automatically, upon successful completion of probation or appropriate licensing, advance to the next class in a classification series, but no further. These classes are the only classes which so advance automatically. Internal applicants who are promoted to any classification that has automatic progression must meet the minimum qualifications of the higher level before automatically progressing to the higher level in the series.

Positions with Automatic Progression

Classes	Progression	Department
Behavioral Health Clinician	I-II	Behavioral Health
Building Inspectors	I-II	Building
Deputy Public Conservator/Guardian/Administrator	I-II	Public Conservator
Eligibility Specialist (IMS)	I-II	Social Services
Employment and Training Worker (IMS)	I-II	Social Services
Account Clerk (IMS)	I-II	Social Services
Office Assistant (IMS)	I-II	Social Services
Planner	I-II	Planning
Public Works Maintenance Worker	I-II	Public Works Department
Social Worker (IMS)	I-II	Social Services
Staff Services Analyst (IMS)	I-II	Social Services

Wages

25.11. The wage schedule designated as the schedule for October 1, 2024 in the attached Appendix B shall take

effect October 1, 2024. It reflects a base wage rate increase of five and three-quarters percent (5.75%) of the base wage rates in effect on September 30, 2024. The wage schedule designated as the schedule for October 1, 2025 in the attached Appendix B shall take effect October 1, 2025. It reflects a base wage rate increase of three and one-half percent (3.5%) of the base wage rates in effect on September 30, 2025.

25.12. The County uses the following counties for comparison purposes: Calaveras, Nevada, San Benito, Tuolumne, and Yolo.

25.13. Subject to the provisions of Sections 20, 21, 22, and 24 above, every employee shall be paid in accordance with the wage schedule, except when absent from his/her duty with paid leave authorized in accordance with the provisions of this Agreement, and be paid on a salary basis computed at 2080 hours per year. Employees are only paid for the time actually worked, plus sick, professional, and vacation leave. A full-time employee's pay period shall be from the first of the month to the end of the month, except as may be changed as provided in 25.15. New employees and terminated employees shall be paid for the actual hours worked from the first working day of the month.

Warrants

25.14. The dating and issuing of payroll warrants shall be on a bi-weekly basis. The County shall offer direct deposit of paychecks, if an employee so elects, and has worked two (2) months of continuous employment.

Step Advancements

25.15. Step advancement for a permanent employee shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Sections 14 .1. and/or 18 above.

25.16. A permanent employee hired or promoted at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment as a regular or permanent employee in his/her regularly assigned class. If such employee completes his/her first six (6) months of employment as a regular or permanent employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a permanent employee hired or promoted at Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

25.17. A permanent employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a permanent employee in his/her regularly assigned class. If such employee completes his/her first year of employment as a permanent employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a permanent employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

Longevity Increases

25.18. Permanent employees shall receive longevity wage increases on their base pay on the first calendar day of the month following the month in which such employee has completed the benchmark of ten (10), fifteen (15), and twenty (20) continuous years of regular and permanent County employment. At the completion of each of these benchmark years (10, 15, 20), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<i>Completed Years of Service</i>	<i>Base Salary Adjustment</i>
10	2.500%*
15	5.063%*
20	7.700%*

* These amounts do not “stack” or “combine”.

Effective October 1, 2025, permanent employees shall receive longevity wage increases on their base pay on the first calendar day of the month following the month in which such employee has completed the benchmark five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) continuous years of regular and permanent County employment. At the completion of each of these benchmark years (5, 10, 15, 20, 25, 30, 35, 40), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<i>Completed Years of Service</i>	<i>Base Salary Adjustment</i>
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.150%*
30	15.650%*
35	18.150%*
40	20.650%*

* These amounts do not “stack” or “combine”.

The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee’s Agency/Department Head, or his/her designee, no less than thirty (30) calendar days prior to the date when an employee’s appraisal is required by this Agreement. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and other appropriate documentation are completed by the Human Resources Department. When a formal performance appraisal is not completed within thirty (30) calendar days of the required date, the employee shall, for all purposes, be deemed to have received a rating for “Meets” standards for the sole purpose of applying this section.

25.19. A period of suspension pursuant to Section 18.4. shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancements set forth in Section 25.21., but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancements.

Miscellaneous Stipends

25.20. Any employee working for the Public Works Agency Road Crew who has been certified by the Department of Motor Vehicles and who has been assigned the task of DMV Officer as part of his/her regular duties shall receive a stipend for \$100.00 per year as long as the DMV in-house program is in place.

25.21. The Side Letter(s) of Agreement set forth in Appendix D of this Memorandum of Understanding and addressing the below topic(s) are by this reference incorporated into this Memorandum of Understanding:

- A. Data From County-Issued Electronic Devices

25.22. Special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

25.23. Department Heads may designate employees as bilingual service providers. Designated employees shall be paid a bilingual pay differential of five percent (5%) above the employee's base wage for all hours of actual work, worked overtime, and leave taken, when so designated.

Bilingual pay may be provided for an employee with proficiency in any language (including sign language or Braille) who has passed a proficiency test administered whether by the Human Resources Department or State Merit System, and whose position has been determined by the County Department Head to be necessary to provide primary bilingual services.

Employees shall be designated as bilingual service providers if they are using their bilingual skills a minimum of twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement will be reviewed by the Human Resources Director on case by case basis and that determination shall be final. Employees receiving the differential may be required by their Department Head to assist other County Departments' staff in providing bilingual services, where necessary. Employees providing bilingual service in the County will be expected to adhere to Departments' rules concerning confidential information and may be asked to sign a statement acknowledging their understanding of the confidentiality of information.

The County shall adopt a language proficiency testing process to determine employees' qualifications to serve as a bilingual skill provider. The County shall utilize existing bilingual skilled employees to assess employees' bilingual capabilities when possible. Fore employees in positions designated in the Memorandum of Understanding as Merit System Positions, testing shall be conducted through the State Merit System.

25.24. Employees represented by SEIU in the Sheriff and Probation Department Offices will receive a bi-weekly stipend of eighteen dollars and forty-six cents (\$18.46) per bi-weekly pay period beginning after one year of employment, for care and maintenance and replacement of required work attire. In the Sheriff's Office, required clothing is purchased by the Department when employment begins; in the Probation Office, new employees will be reimbursed up to three hundred dollars (\$300) upon providing receipts for the purchase of specifically required clothing. Specifics of attire are separately stated by each Office.

25.25. Incumbents in the Public Works Maintenance Lead Worker classification assigned Lead Work duties over AB109 participants will receive a five percent (5%) differential stipend over their base wage. For any days when AB109 participants are not assigned to the road crews, the stipend will not be paid; a stipend will be paid only for those days when AB109 participants are assigned to the road crews.

25.26. Incumbents in the Outreach Technician classification assigned medical assisting in Public Health functions will receive a five percent (5%) differential stipend over their base wage. The additional minimum qualifications for this assignment will be: "Completion of medical assisting training program within three months of appointment."

Additional duties will include ordering medical supplies, assisting medical personnel with set-ups/preparation for appointments, screening vitals, administering prescribed injections under close supervision, assisting with processing of consent forms, ensuring that laboratory specimens are properly processed and assisting Public Health medical personnel with Public Health programs.

SECTION 26

OPEN POSITIONS

Disclosure by Applicants

26.1. The County shall include in the standard application for employment, the requirement that the applicant disclose his or her knowing, or having had any relationship outside of the workplace, with the hiring Agency/Department Head, or other hiring person, and a description of the context or venue in which the knowing or relationship with the hiring Agency/Department Head or other hiring person occurred.

Notice

26.2. In order to insure that all employees have an opportunity to apply for open County positions, the Human Resources Director shall cause to be posted notice of each open position on bulletin boards, including Union-designated bulletin boards in every staffed County building as soon as possible, but under no circumstances later than five (5) working days prior to the application deadline. Positions will be designated as an "open recruitment", defined as open to any applicant, or an "internal recruitment", defined as open to applicants who are currently employed by the County or any of its special districts. Said notice shall also be sent to each Union steward. The Human Resources Director shall also cause to be posted positions on the County web page.

Filling of Positions

26.3. The filling of open positions shall be conducted in the following manner:

- A. The Human Resources Department shall review all applications submitted for the open position. He/she shall eliminate from further consideration all applicants who do not meet the minimum qualifications for the position.
- B. A screening committee shall be formed by the Human Resources Director or his/her designee. The screening committee shall include the Agency/Department Head, or his/her designee, in whose department the position is to be filled, the Human Resources Director or his/her designee, a represented employee selected by the Human Resources Director, and, if deemed appropriate by the Human Resources Director, a knowledgeable person employed by another county or agency.
- C. The screening committee shall meet and decide which of the qualified applicants are the most qualified.
- D. The screening committee shall interview the most qualified applicants.
- E. After interviewing the most qualified applicants, the screening committee shall rank those applicants and recommend the hiring of one (1) thereof, based on the applications and interviews.
- F. All work of the screening committee shall be done in confidence; provided, however, that the represented employee may report to the Union the results of the screening committee. The Union shall keep in confidence the report made by the represented employee.
- G. The Agency/Department Head, or his/her designee, shall fill the open position with one (1) of the

five (5) top-ranked applicants.

H. The Union shall be given notice by the Human Resources Director of which applicant has been selected to fill the open position.

SECTION 27

PROFESSIONAL EMPLOYEES

27.1. The Professional category shall be comprised of the classifications as listed in Appendix B (Classifications and Wages):

27.2. Professional employees as outlined herein shall not be subject to Section 23 (Hours of Work) as outlined by this Agreement as it relates to overtime and compensatory time off (CTO). These employees are exempt from overtime requirements as outlined by the Fair Labor Standards Act (FLSA). Instead, Professional employees shall work a flexible schedule to be determined in consultation with their Agency/Department Head, or his/her designee. Except in instances where Behavioral Health FLSA exempt staff are assigned or directed by their supervisor to provide crisis services outside of their regularly scheduled work hours.

The foregoing notwithstanding, Behavioral Health Therapists shall receive overtime pursuant to Sections 23.17 and 23.18 only.

27.3. Professional employees shall accrue up to five (5) days of professional leave each calendar year which may be utilized upon completion of their probationary period. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Part-time professional employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.

Eligible Classifications:

Behavioral Health Care Nurse I
Behavioral Health Care Nurse II
Behavioral Health Care Nurse III
Behavioral Health Rehabilitation Specialist
BHC Program Manager (Community Services)
BHC Program Manager (Clinical Services)
Behavioral Health Care Clinician I
Behavioral Health Care Clinician II
Behavioral Health Care Clinician III
Crisis Services Coordinator I
Crisis Services Coordinator II
Crisis Services Counselor I
Crisis Services Counselor II
Health Educator I
Health Educator II
Licensed Vocational Nurse
Medical Case Management Registered Nurse
Nurse Practitioner
Public Health Nurse I
Public Health Nurse II
Public Health Nurse Supervisor
Public Health Program Coordinator
Public Health Program Manager
Public Health Program Manager-Grants Management
Registered Nurse (Health)
Utilization & Quality Management Coordinator I
Utilization & Quality Management Coordinator II

27.4. The probationary period for Professional employees shall be twelve (12) months. Employees are subject to the probationary provisions as outlined in Section 14 of this employee bargaining agreement.

27.5. The salaries for Professional employees are outlined in Appendix B (Classifications and Wages).

27.6. Promotions from level to level for Professional employees are subject to approval by the County Administrative Officer, upon recommendation by the Agency/Department Head, or his/her designee.

SECTION 28

LABOR-MANAGEMENT COMMITTEE

28.1.1 In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to maintain a Labor-Management Committee subject to the following:

- A. The Committee will meet monthly, or as mutually agreed by the parties.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to, or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Committee will be composed of representatives appointed by the County and representatives appointed by the Union. The County shall seek to have staff from within the County Administrator's Office as its representative. At least one of the Union representatives will be a Union official. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Meetings will be held on non-paid time, generally planned for lunchtime.

SECTION 29

RECOMMENCEMENT OF NEGOTIATIONS

29.1. Either the Union or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations not earlier than June 1, 2026, and not later than August 1, 2026.

29.2. If the Union or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, 2026; provided, however, that neither the Union nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, 2026.

SECTION 30

TERM, WITNESSES, AND SIGNATORS

30.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on October 1, 2024 or the date it is adopted by the Board of Supervisors, whichever is later, and shall remain in effect through September 30, 2026. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Union notifies the other not later than August 1, 2026 or, in the case of automatic renewal, the applicable August 1, of its request to modify, amend, or terminate this Agreement.

30.2. In witness whereof, this Agreement was ratified by a membership vote of the Union and said ratification reported to the County on October 31, 2024.

30.3. In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on _____.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

Done this day, _____, 2024.

For the County of Amador, California:

For SEIU Local 1021:

Brian Oneto, Chair
Board of Supervisors

Cheryl Harris, Field Representative

APPROVED AS TO FORM:
GREG GILLOT, COUNTY COUNSEL FOR
THE COUNTY OF AMADOR, CALIFORNIA:

Bill Petrone, Region E Director

David Canham, Executive Director

By: _____

Cynthia Landergen, Bargaining Team

Jason Chien, Bargaining Team

Daniel Weddle, Chapter Board President

Charles Tine, Bargaining Team

Shannon Diener, Bargaining Team

Carol Hobson, Bargaining Team

Patricia Orey, Bargaining Team

Erica Vargas, Bargaining Team

APPENDIX A

DEFINITIONS

The definitions in this Section shall govern the construction of this Agreement and shall have the respective meanings given below unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.

Absenteeism. The unexcused non-attendance of an employee from his or her assigned workplace or duty.

Administration Level. This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management, rather than supervision or the performance of complex technical work in most non-professional areas, distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

Administrative Leave. Leave with pay and accrual of benefits, imposed at the direction of the County, upon an employee during the pendency of an investigation which may lead to disciplinary action against the employee, or when the employee appears unable to work, during which period the employee is not required to perform work, but is to remain available for recall to work upon short notice.

Age Discrimination in Employment Act (ADEA). A federal statute prohibiting employers with 20 or more employees from discriminating in employment against persons 40 years or older. Penalties for violating the ADEA include reinstatement with back pay and fringe benefits, plus reasonable attorney's fees.

Alternative Work Schedules. A change in the normal work schedule as defined in this Agreement.

Anniversary Date. The date upon which a regular employee becomes eligible for step advancement under the provisions of this Agreement.

Arbitration. The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

Back Pay. An amount of pay due a worker for periods prior to the current pay period. Back pay is usually a form of an award for lost wages given through a court ruling or as a result of arbitration, or a remedy for a

payroll error.

Bargaining Unit. A group of employees recognized by an employer under the Myers-Milias-Brown Act.

Call-Back Pay. Guaranteed pay for a set minimum number of hours when employees are called back to work when they were not originally scheduled.

Catastrophic Destruction. An extreme misfortune to property owned or possessed by an employee.

Catastrophic Leave. Time used by an employee who has experienced an extreme misfortune.

Child. A biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

Class. All positions which are sufficiently similar, as to (1) kind or subject matter of work, (2) level of difficulty and responsibility, and (3) qualification requirements of the work, that they can be given the same title and can be assigned to the same range.

Classification. The grouping of positions into classes.

Collective Bargaining. The meeting between an employer and employee representatives to confer in good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

Compensatory Time Off (CTO)(comp time). Paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

Corrective Action. This term applies to taking action to correct a behavioral or performance problem.

County. The Board of Supervisors of the County of Amador or any employee holding a management position, or any person authorized by the Board of Supervisors or by any employee holding such management position to act in its/his/her behalf.

County Administrative Officer. Shall include any County officer or employee designated by the County Administrative Officer to act on his/her behalf.

Deferred Compensation. Compensation payments that accrue for use at some point in the future. Most deferred compensation payments include contributions to pension fund annuities. They are usually not fully taxable until benefits begin.

Demotion. An action resulting in a downward change in classification to a class with a lower salary.

Disability. Under disability non-discrimination law, a physical or mental impairment that substantially limits one or more of a person's major life activities. Under workers' compensation law, can be a temporary or permanent injury.

Disabled Individual. Under federal law, an individual who (1) has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment. A handicap is substantially limiting if it is likely to cause difficulty in securing a job, retaining a job, or advancing in employment.

Discharge. A separation of the employment relationship for reasons of violation of standards of conduct or safety regulations, unsatisfactory job performance, or any reason deemed to warrant separation must be made for just and sufficient cause.

Discrimination. As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or group of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap, age, or veteran status. The term also includes the failure to remedy the effects of past discrimination.

Documentation. Records, usually written, kept by employers as proof of actions taken in the workplace. Examples of documentation include performance appraisals and written warnings.

Drug-Free Workplace Act. A federal law enacted in 1988 which requires federal contractors to implement policies to assure the existence of a drug-free workplace. Among other requirements, the Act mandates employee notification statements, a drug-free awareness program, and notice to an agency of convictions. Violations could lead to debarment from future contracts for up to five (5) years.

Employee. Any person who has been hired by the County and who has assumed the tasks of a position.

Employee Assistance Program (EAP). A program

provided by employers to help employees handle problems such as alcohol and drug abuse, or emotional disturbances.

Employee Wellness Program. A monetary program provided by employers to go towards reimbursement for employees who participate in a physical fitness program approved by the Human Resources Director, or designee.

Entry Level. This is normally a trainee level. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments, policies, and programs related to their work area. Initial job assignments require only limited previous work experience and background.

Equal Employment Opportunity. A doctrine requiring that applicants and employees not be discriminated against in employment on the basis of certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

Equal Employment Opportunity Commission (EEOC). This Commission was created by Title VII of the Civil Rights Act of 1964 to act as an enforcement agency of that Act. The Commission has two main purposes: (1) to end discrimination based on race, color, religion, age, sex, or national origin in hiring, promotion, firing, wages, testing, training, apprenticeships, and all other conditions of employment; and (2) to promote voluntary action programs by employers, unions, and community organizations to promote equal employment opportunities.

Exempt. An employee classification designated by the Fair Labor Standards Act (FLSA). An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the FLSA. Executives, administrative employees, professional employees, and employees engaged in outside sales are classified as exempt from overtime pay requirements.

Exit Interview. A structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems.

Family Definitions: Extended Family. Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.

Immediate Family. The employee's parent, child,

spouse/ registered domestic partner and child of domestic partner.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for people in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

Family and Medical Leave Act of 1990. Requires employers with 50 employees in a 75 mile-radius to offer those employees up to 12 weeks of unpaid leave to care for a newborn or adopted child, or a seriously ill child, spouse, or parent, or the employee's own serious illness.

Flex Schedule. A scheduling plan that permits employees to choose their own working hours by scheduling around certain core hours in the middle of the day.

Grievant. A specific, named employee or employees covered by this Agreement and shall not include the Union or a class or group of employees not identified by name along with specific grievances.

Harassment. Sexual conduct where submission to, or rejection of, such conduct affects terms or conditions of employment; that substantially interferes with an employee's ability to perform the job; or that creates a hostile work environment as described in County Policy.

Incumbent. A person currently occupying a particular position.

Independent Contractor. A person hired to perform certain duties for a specified price and term. Generally, the person sets the hours of work, determines the methods of implementing the task, supplies his or her own "tools", and offers his or her services to other entities. The employer may not retain the right to direct how the independent contractor performs his/her duties.

Job Description. A summary of the most important features of a job, including the general nature of the work performed, specific task responsibilities, reporting relationships, and working conditions.

Licensed Health Care Practitioner. (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner, physical therapist, podiatrist, optometrist, dentist, or psychologist licensed by the State of California and acting within the scope of his/her practice as defined by California state law; or (B) any other health care practitioner mutually agreed upon in writing by the County and the employee; provided, however, that either the County or the employee may terminate such

Agreement by giving seven (7) days written notice to the other party.

Life Partner. For the purposes of this MOU, life partner shall include but not be limited to any person cohabiting with the employee on a sustained basis for at least the previous twelve months while not paying to or receiving rent or other consideration from the employee.

Moral Turpitude. Conduct contrary to justice, honesty, modesty, or good morals.

New Employee Orientation. The guided introduction of new employees to their job, the work environment, and the culture of County government.

Non-Exempt. A term used to describe employees who are subject to the minimum wage and overtime standards of the Fair Labor Standards Act, are paid for hours worked, and who must be paid one-and-one-half times their regular rate of pay for excess hours worked.

Occupational Disease/Illness. Condition or disease arising out of, and in the course of, employment.

Occupational Safety and Health Administration (OSHA). A federal agency created in 1970 to establish health and safety standards for the workplace and to ensure that all U.S. workers have a safe, healthy work environment. The agency is vested with the power to inspect and issue citations to organizations which violate the safety standards encompassed in OSHA regulations.

Pay. Wages earned by, and payable to an employee or, for the purposes of determining paid status, disability insurance/workers' compensation temporary disability indemnity payments payable to an employee in accordance with the provisions of this Agreement, or in accordance with state and/or federal law.

Performance Appraisals. A system of review and appraisal of an individual's job performance as described in County policy. This system should influence an employee's job-related behaviors and when used constructively can help improve employee performance.

Permanent. An employee who has successfully completed the requirements of a probationary period for his/her position.

Human Resources Director. Shall include any County officer or employee designated by the Human Resources Director to act on his/her behalf in his/her absence.

Position. A set of tasks, i.e., duties and responsibilities, assigned by the County to be performed by an employee, which has a title, classification, and job description.

Probationary Period. A period of time commencing from the date of hire during which a new employee receives close supervision to perform the job. It is also a time during which the new employee and the employer may appraise the appropriateness of retaining the employee for the position (usually for a period of six months).

Professional Employee. Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers, and the various type of physical, chemical, and biological scientists.

Progressive Discipline. An approach to imposing disciplinary action in which a lesser penalty may be appropriate for an offense the first time it is committed and more severe penalties are imposed for committing the same or other offense again.

Promotion. A merit-based upward change in the wage of an employee as a result of the appointment of an employee to probationary status in a position within a new classification with a higher designated range of the classification from which such employee was promoted.

Range. One of the numerically designated wage levels established by this Agreement.

Recruitment. The process of attracting, on a timely basis, a sufficient number of qualified candidates to apply for job openings within an organization.

Regular Employee. An employee who is appointed to a regular budgeted position who is serving the initial probationary period.

Rest Period. A period during work time during which an employee is free from any requirement to perform work or to be available to perform work for the County.

Separation. Termination of the employment relationship for any reason. Includes resignation, release, death, retirement, reduction in force, or discharge. Whenever possible, employees shall give a minimum of two (2) weeks notice of the final separation date. No employee shall be allowed to extend their separation date by using vacation, holiday, compensatory time off (CTO), sick leave, or professional leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

Shift Differentials. Extra pay allowances made to employees who work on a shift with hours that may

represent a hardship. Shift differentials usually are expressed as a percentage of pay, or in cents per hour.

Sick Leave. Time for which the employee is paid when he or she is not working due to illness or injury.

Standby. A period during which an employee is not ordinarily required to perform work for the County, but is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is provided in the event the employee is not called to perform work, with the regular rate of pay for the period or periods the employee is required to work.

Step Advancement. An upward change in the wage of an employee based on time in grade by means of progression to the next step within the range.

Steward. A County employee who is a member of the General Unit elected to represent other Unit employees in their relations with the County.

Supervisor. An FLSA exempt individual with the employer's delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, discharge, discipline, or direct other employees – or effectively recommend such action.

Suspension Without Pay. Removal of an employee from his/her assigned position and from paid status, without pay, for a period of time during which the employee would otherwise be required to work, as a result of disciplinary action effected in accordance with the provisions of Section 19 of this Agreement.

Termination. An involuntary separation of the employment relationship for disciplinary reasons.

Title VII of the Civil Rights Act of 1964. A section of the 1964 Civil Rights Act that prohibits employment discrimination on the basis of race, color, sex, religion, or national origin.

Union Representative. An employee of the Union and not of the County who represents Unit employees in their relations with the County.

Worker's Compensation Insurance. Medical benefits and pay provided for employees who have had work-related accidents or for dependents of accident victims.

Y-Rate. The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

APPENDIX B

GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
5.75% Increase Effective 10/01/2024

INSERT UPDATED SALARY TABLE

Fair Labor Standards Act (FLSA)

The FLSA sets minimum wage, overtime pay, equal pay, record- keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX B

PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
5.75% Increase Effective 10/01/2024

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The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

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*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX B

GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
3.5% Increase Effective 10/01/2025

INSERT UPDATED SALARY TABLE

Fair Labor Standards Act (FLSA)

The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX B

PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
3.5% Increase Effective 10/01/2025

INSERT UPDATED SALARY TABLE

Fair Labor Standards Act (FLSA)

The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX C

Merit System Positions
Department of Social Services

Account Clerk I (IMS)
Account Clerk II (IMS)
Account Clerk III (IMS)
Accounting Technician (IMS)
Adult Services Program Manager (IMS)
Chief Fiscal Supervisor (IMS)
Eligibility Program Manager (IMS)
Eligibility Specialist I (IMS)
Eligibility Specialist II (IMS)
Eligibility Specialist III (IMS)
Eligibility Supervisor (IMS)
Employment and Training Supervisor (IMS)
Employment and Training Worker I (IMS)
Employment and Training Worker II (IMS)
Employment and Training Worker III (IMS)
Housing Services Program Manager (IMS)
Office Assistant I (IMS)
Office Assistant II (IMS)
Office Assistant III (IMS)
Office Assistant Supervisor I (IMS)
Screener (IMS)
Services Support Assistant I (IMS)
Services Support Assistant II (IMS)
Services Support Assistant III (IMS)
Social Service Aide (IMS)
Social Services Program Manager (IMS)
Social Worker I (IMS)
Social Worker II (IMS)
Social Worker III (IMS)
Social Worker IV (IMS)
Social Worker Supervisor I (IMS)
Staff Service Analyst I (IMS)
Staff Service Analyst II (IMS)
Systems Support Analyst (IMS)

A copy of the Merit System Regulations may be obtained by contacting the Amador County Human Resources Department.

APPENDIX D

SIDE LETTER A
"County Issued Electronic Devices"
(05/26/2016)

SIDE LETTER AGREEMENT

The Service Employees International Union Local 1021 and Amador County agree to the following procedures regarding use of County-issued electronic devices:

Data from County-issued electronic devices (including tablets, "smart" phones, portable computers) will not be used for routine monitoring of employees. However, data from county-issued electronic devices may be used in the course of pending disciplinary investigations.

SEIU Local 1021

 _____

Dennis Mallory, Field Representative

5/26/16

(Date)

 _____

Robert Taylor, President

5/26/2016

(Date)

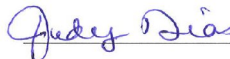
Amador County:

 _____

Chuck Iley, County Administrative Officer

5/26/16

(Date)

 _____

Judy Dias, Human Resources Director

5/26/16

(Date)

APPENDIX D

SIDE LETTER B

“Behavioral Health Rehabilitation Specialist Stipend”
(03/23/2021)

INSERT COPY OF SIGNED SIDE LETTER

APPENDIX D

SIDE LETTER C
“Health Educator I Stipend”
(03/23/2021)

INSERT COPY OF SIGNED SIDE LETTER

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: November 26, 2024

SUBJECT

Approval of funding agreement with the State of California for 2024-2025 Cares Act funding.

Recommendation:

Approve agreement and authorize the CAO to sign

4/5 vote required:

No

Distribution Instructions:

Clerk, Behavioral Health, Auditor

ATTACHMENTS

- [2024-2025_CARE_Court_Funding_Agreement_-_Amad.pdf](#)

FUNDS AGREEMENT**THE STATE BAR OF CALIFORNIA****OFFICE OF ACCESS & INCLUSION – CARE COURT FUNDS
2024 - 2025**

This Funds Agreement (“Agreement”) is made as of July 1, 2024, (“Effective Date”) between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 (“State Bar”), and Amador County Administrative Agency, a county public defender office or equivalent entity funding public defender services on behalf of a county, with a principal place of business at 810 Court St 2nd Floor, East Wing Jackson, CA 95642 (“Recipient”). This Agreement sets forth the terms and conditions for receiving the Funds. State Bar and Recipient are sometimes hereinafter referred to individually as a “Party,” and together as the “Parties.”

RECITALS

- A. Pursuant to California Business and Professions Code Section 6210-6228 (“Act”), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California (“Rules”), a Legal Services Trust Fund Program (“Program”) has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund (“Fund”) that is funded pursuant to the annual California Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 (“Fee Schedule Act”).
- B. In 2022, Senate Bill 1338 (“S.B. 1338”) was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987), as amended in 2023 by Senate Bill No. 35 (“S.B. 35”). In 2024, Assembly Bill No. 107 (“A.B. 107”) was enacted, allocating \$16,750,000 (“CARE Court Fund”) to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and unawarded funds, if any, to public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by December 1, 2024 (“CARE Court Legal Services”). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process. After which, the Legal Services Trust Fund Commission shall provide any funds not awarded to qualified legal services projects for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans in each county to that county’s public defender office to provide those services.
- C. Recipient is a county public defender office that will provide—or, where a county has no public defender office, a county office designating a county public defender equivalent entity that will provide (e.g., contract) for—representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans.
- D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENTS

1. Pursuant to A.B 107, S.B. 104, S.B. 1338, S.B. 35 the Act, Rules, and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar provides to Recipient \$37,500.00 (“Funding Amount”).
2. The funding period will commence on October 1, 2024 (“Start Date”) and end on January 1, 2026 (“End Date,” with the period from the Start Date to the End Date known as the “Funding Period”). Recipient must be available to be appointed to represent respondents in CARE Act proceedings in the County of Amador for the period of October 1, 2024, to January 1, 2026.
3. The Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, including reporting to the State Bar all expenditures, outcomes, and other data necessary pursuant to Welfare and Institutions Code sections 5984, 5985, and 5986. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, “Directives”) including without limitation, any Directive adopted after the Effective Date. Recipient further agrees to comply with all applicable state and federal civil rights and anti-discrimination laws, including but not limited to the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
4. Recipient represents and warrants that its Chief Public Defender or similarly empowered staff have read and understand this Agreement, the Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, and Rules. Recipient has familiarized appropriate staff with the requirements of this Agreement, the Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, and the Rules.
5. Pursuant to Welfare and Institutions Code section 5981.5(b), the State Bar will retain control over the distribution of the Funding Amount to Recipient. It will pay the Funding Amount in one installment to be paid as soon as reasonably practicable after the Start Date. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
6. Termination.
 - a) Notwithstanding any other provision of this Agreement regarding the payment of the Funds, Recipient acknowledges that the Funding Amount and all payments thereof shall be made from funds received by the State Bar pursuant to A.B 107 (“State Funding”), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in funds, or any funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Funding Amount or any part thereof that results because funds are insufficient or unavailable.

- b) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any Funding Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 22.
 - c) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
7. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Funding Amount or beyond the end of the Funding Period.
 8. Recipient shall spend the Funding Amount for the purposes and in the manner set forth in A.B. 107 and S.B. 1338.
 9. Recipient will notify the State Bar within five (5) business days after any change in any material fact affecting Recipient's eligibility to receive funds.
 10. Recipient will not make any misrepresentations or misstatements of fact in any communications or report to the State Bar. In the event Recipient later discovers that any statement made to the State Bar is no longer true, Recipient will notify the State Bar within five (5) business days after discovering that the statement is no longer true.
 11. Recipient will notify the State Bar within five (5) business days of Recipient's awareness of any of the following events: (1) a decision to change Recipient's name, merge or consolidate with another entity, cease operations, or cease the activities funded by the Funding Amount; (2) a decision to close or relocate any main or branch office; (3) significant management changes, including the departure of and/or hiring or appointment of the Chief Public Defender or equivalent position; (4) Recipient becomes insolvent or is in danger of becoming insolvent within three months; (5) a monetary judgment, settlement, sanction, penalty, or force majeure event that will substantially impact Recipient's delivery of legal services; (6) Recipient or any of Recipient's officials (e.g., officers and executive team members) or employees with control over finances or financial management responsibilities is investigated for or charged with fraud, misappropriation, embezzlement, theft, or any similar offense, or are suspended, disciplined, or delicensed by a bar or other professional licensing organization; or (7) Recipient is investigated or audited by any provider of funds to Recipient.
 12. The Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipients shall take reasonable steps to monitor the compliance of any providers of Subcontracted Services with the requirements of the Program and this Agreement. Recipients shall immediately report to the State Bar any noncompliance by any providers of Subcontracted Services with the requirements of the Program and/or this Agreement. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 15 above.

13. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.
14. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California
 180 Howard Street
 San Francisco, California 94105-1617

Attention: Doan Nguyen, Program Director
 Office of Access & Inclusion
 doan.nguyen@calbar.ca.gov

Recipient: Amador County Administrative Agency
 810 Court St 2nd Floor , East Wing
 Jackson, CA 95642
 ciley@amadorgov.org

Attention: Chuck Iley
 County Administrative Officer

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of giving notice will be effective two (2) weeks after giving notice of the change in address.

15. This Agreement, together with the Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, Directives, and Attachment A contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101 and supersedes all prior negotiations, representations, or agreements regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. A.B. 107, either written or oral.
16. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.
17. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties.
18. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California, in and for the County of San Francisco.

19. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it, and agree to be bound by it.
20. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
21. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

[Signatures Follow]

By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the date first written above.

STATE BAR OF CALIFORNIA

RECIPIENT

Date: _____

Date: _____

By: _____

By: _____

Aracely Montoya-Chico
Name of State Bar Executive Officer

Chuck Iley
Print Name of Person Authorized to Sign for Recipient

Chief Financial Officer
Title of State Bar Executive Officer

County Administrative Officer
Print Title of Person Authorized to Sign for Recipient

Certificate Of Completion

Envelope Id: A98F424170DC49C8AA6199AF13246E7A	Status: Sent
Subject: 2024-2025 CARE Court Funding Agreement - Amador County Administrative Agency (Signature Required)	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Trust Fund Program
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	180 Howard Street
	San Francisco, CA 94105
	trustfundprogram@calbar.ca.gov
	IP Address: 34.197.142.38

Record Tracking

Status: Original	Holder: Trust Fund Program	Location: DocuSign
11/18/2024 12:02:00 PM	trustfundprogram@calbar.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State Bar of California	Location: DocuSign

Signer Events

Signature	Timestamp
Chuck Iley County Administrative Officer ciley@amadorgov.org	Sent: 11/18/2024 12:02:02 PM Viewed: 11/18/2024 1:22:23 PM
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure: Accepted: 11/18/2024 1:22:23 PM ID: 53920517-a8cc-46a2-a0d6-760a1f007c37 Company Name: State Bar of California	

Aracely Montoya-Chico Chief Financial Officer
procurement@calbar.ca.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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CC Recipient
trustfundprogram@calbar.ca.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/18/2024 12:02:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, State Bar of California (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosures in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system any required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact State Bar of California:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise State Bar of California of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sunly.yap@calbar.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To withdraw your consent with State Bar of California

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sunly.yap@calbar.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify State Bar of California as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by State Bar of California during the course of your relationship with State Bar of California.