

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

IN THE MATTER OF:

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

RESOLUTION NO. 09-033

BE IT RESOLVED that this resolution is being adopted to reflect the 3% COLA increase, effective July 1, 2009; and the transfer of the Dep CAO and the Social Services Director from Mid-Management Unit to this Unit.

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

Classifications	Monthly Salaries	Hourly Rates (PERS reporting only)
Agricultural Commissioner	\$6,926	\$44.23
Air Pollution Control Officer	\$6,484	\$41.41
Assistant County Administrative Officer	\$7,515	\$47.99
Chief Deputy Clerk/Recorder/Surveyor	\$6,747	\$43.08
County Counsel	\$9,821	\$62.72
District Attorney, Chief Assistant	\$9,343	\$59.67
General Services Administration Director	\$8,124	\$51.87
Health & Human Services Agency Director	\$8,997	\$57.45
Information Technology Director	\$7,773	\$49.64
Land Use Agency Director	\$8,429	\$53.83
Probation Officer, Chief	\$7,898	\$50.44
Public Works and Transportation Director	\$8,170	\$52.18
Social Services Director	\$8,333	\$53.21
Undersheriff	\$8,865	\$56.61
Veterans Services Officer	\$4,886	\$31.20

**TERMS AND CONDITIONS**

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Information Technology Director who shall be an at-will employee serving at the pleasure of the CAO, and the Chief Probation Officer, who is appointed and removed by the presiding judge, and the Air Pollution Control Officer, who serves at the pleasure of the Amador Air District Board of Directors. Each of 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. Consistent with the terms and conditions of the Side Agreement with the General Bargaining Unit for fiscal year 2009-2010, the workweek shall be deemed to be 36 hours per week, consisting of four 9-hour days for each employee, including breaks but not lunch period. County offices will be open to the public Mondays through Thursdays, 8 a.m. to 5 p.m. Staggered schedules (some employees working Monday through Thursday, other employees working Tuesday through Friday) may be implemented to accommodate each department's need. Individual schedules for each employee will be made by the department head. Hours of permanent part-time employees will be reduced by ten percent (10%).

4. The following terms and conditions apply only to the position of Undersheriff:
  - A. The salary shall be equal to or above the salary established for the position of Captain.
  - B. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
  - C. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
  - D. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
  - E. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff without notice or hearing. The Board of Supervisors shall not have the right to discipline the Undersheriff for any other reason.

#### **BENEFIT PACKAGE**

1. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered through the County.
2. **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, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units.
  - A. The County will pay the cost of health, vision, dental, and life insurance for all Management employee and their dependents.
  - B. A cash payment of \$506.32 per month shall be paid to all Management employees in lieu of major medical insurance benefits, provided, however, that employee must have on file with the Auditor an affidavit confirming that other major medical insurance has been obtained.
  - C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
3. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:
  - A. Regular full-time and regular part-time employees shall earn and accrue eight (8) hours paid leave of absence (sick leave) for illness or injury to the employee or the employee's minor children for every 156.6 hours of service, which accrual shall be credited monthly.

B. Unused sick leave shall accrue from year to year.

C. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.

4. **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. Vacation leave shall be earned and accrued at the rate of sixteen (16) hours of vacation leave for every 156.6 hours of service, which accrual shall be credited monthly.

B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's 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) have been met .

5. **Holiday Leave:** Management employees will receive the same paid holiday leave as the County's General Unit bargaining group:

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a special meeting thereof, held on the 13th day of October 2009, by the following vote:

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

NOES: None

  
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Vice-Chairman, Board of Supervisors

ATTEST:

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

  
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Deputy