

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. 09-032

BE IT RESOLVED that this resolution is being adopted to reflect the 3% COLA increase, effective July 1, 2009.

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr
989	Administrative Assistant II	14.47	15.19	15.95	16.75	17.59	18.03	18.48	18.94
1727	Administrative Legal Secretary	21.85	22.94	24.09	25.29	26.56	27.22	27.90	28.60
1553	Administrative Supervisor (SO)	20.11	21.12	22.17	23.28	24.44	25.05	25.68	26.32
1987	Clerk Of the Board	24.45	25.67	26.96	28.30	29.72	30.46	31.22	32.00
1091	Deputy Board Clerk I	15.49	16.26	17.08	17.93	18.83	19.30	19.78	20.28
1247	Deputy Board Clerk II	17.05	17.90	18.80	19.74	20.72	21.24	21.77	22.32
1461	Deputy Board Clerk III	19.19	20.15	21.16	22.21	23.33	23.91	24.51	25.12
1946	Executive Assistant (CA0)	24.04	25.24	26.50	27.83	29.22	29.95	30.70	31.47
1465	Finance Technician (DA)	19.23	20.19	21.20	22.26	23.37	23.96	24.56	25.17
1615	Human Resources Technician (Benefits/Training/Development)	20.73	21.77	22.85	24.00	25.20	25.83	26.47	27.13
2060	Paralegal (CC)	25.18	26.44	27.76	29.15	30.61	31.37	32.16	32.96
1923	Payroll Specialist	23.81	25.00	26.25	27.56	28.94	29.66	30.41	31.17
1581	Records Manager	20.39	21.41	22.48	23.60	24.78	25.40	26.04	26.69

Monthly salary for exempt employees shall be as follows. Hourly rates are included for PERS reporting purposes only:

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr
3195	Dep County Counsel I	5,721.24	6,007.30	6,307.67	6,623.05	6,954.20	7,128.06	7,306.26	7,488.92
		36.53	38.36	40.27	42.29	44.40	45.51	46.65	47.82
3561	Dep County Counsel II	6,293.85	6,608.54	6,938.97	7,285.92	7,650.21	7,841.47	8,037.50	8,238.44
		40.19	42.20	44.31	46.52	48.85	50.07	51.32	52.61
3961	Dep County Counsel III	6,919.68	7,265.67	7,628.95	8,010.40	8,410.92	8,621.19	8,836.72	9,057.64
		44.19	46.40	48.72	51.16	53.71	55.06	56.43	57.84
2760	HR Admin/Risk Manager	5,038.95	5,290.90	5,555.44	5,833.21	6,124.87	6,278.00	6,434.95	6,595.82
		32.18	33.79	35.48	37.25	39.11	40.09	41.10	42.12
2164	Personnel Manager	4,106.05	4,311.35	4,526.92	4,753.27	4,990.93	5,115.70	5,243.60	5,374.69
		26.22	27.53	28.91	30.35	31.87	32.67	33.48	34.32

TERMS AND CONDITIONS

- 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) days of written notice of the proposed action.

2. 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 periods. County offices will be open to the public Mondays through Thursday, 8 a.m. to 5 p.m. Staggered schedules (some employees working Monday through Thursday, other employees working Tuesday through Friday) may be implemented to accommodate each department's needs. Individual schedules for each employee will be made by the department head. Hours of permanent part-time employees will be reduced by ten percent (10%).
3. 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 9-hour workday or 40 hours per week), record keeping, and equal pay standards, with the exception of the following classifications:
 - A. Deputy County Counsel I
 - B. Deputy County Counsel II
 - C. Deputy County Counsel III
 - D. HR Administrative/Risk Manager
 - E. Personnel Manager
4. The exempt employees listed in #3 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.
5. Confidential employees are eligible for, and will receive, step increases under the same terms and conditions as the County's General Unit bargaining group.
6. Longevity pay will be granted to all members of this unit for 10, 15, and 20 years of service under the same terms and conditions as the County's General Unit bargaining group.
7. The salaries reflected above include a five percent (5%) differential above the County's General Unit bargaining group for confidential status.

BENEFIT PACKAGE

8. **Retirement Program:** Employees herein shall received the same Public Employees' Retirement System program offered to the County's General Unit bargaining group.
9. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group.
 - A. For full-time Confidential employees, a cash payment of \$466.10 shall be paid to all Confidential employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. Part-time Confidential employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above.
10. **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.

11. **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. The following grandfathered Confidential employees shall receive the same benefits for vacation leave accrual as Management employees. The grandfathered benefits for this position will cease when the specified employee has vacated their position:
 - 1. Thasanee (Tym) Dorris, Personnel Manager
 - B. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 117.45 hours of service, which accrual shall be credited monthly.
 - C. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 89.49 hours of service, which accrual shall be credited monthly.
 - D. 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.
 - E. 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 have been met.
12. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group.
13. **Professional Leave:** Exempt professional classifications (i.e. Deputy County Counsel I, II and III) shall accrue up to five (5) days of professional leave each calendar year at the rate of 8 hours of professional leave for every 375.84 hours of service, credited monthly, subject to the following conditions:
- A. An eligible employee may accrue professional leave up to a maximum amount equal to twice their current maximum annual professional accrual rate (i.e. 10 days). Accrual of professional leave shall cease when the maximum amount of professional leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued professional leave is below the maximum allowed accrual.
 - B. Professional leave for part-time employees will be pro-rated based on the number of hours worked.
 - C. Eligible employees must pass their probationary period before professional leave can be utilized.
 - D. The probationary period for professional employees, for purposes of professional leave benefits, shall be twelve (12) months.
 - E. If an employee separates from County employment, said employee will not be paid in cash for any unused professional leave. However, if an employee transfers to another unit that has no professional leave, the employee will be paid off in cash.
 - F. An employee is required to have such leave approved by their agency/department head.
 - G. An employee must prepare written documentation supporting their professional development leave and its relationship to their position.
 - H. This leave is not intended to preclude the normal assignment of training or professional development hours required by the position and compensated as a normal part of expected functions.
14. **Bar Dues:** Commencing in 2007, 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 at least on 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.

15. **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

16. On July 29, 2003, 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.
17. Internships are temporary positions within the 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. Duties will vary widely based on the training assignment and department needs.
18. No interns may be paid in excess of \$12.00 per hour, with the exception of legislative or legal interns.

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



Vice-Chairman, Board of Supervisors

ATTEST:

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



Deputy