

1                   **BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA**

2                                   **RESOLUTION NO. \_\_\_\_\_**

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4                   **RESOLUTION ESTABLISHING SALARIES AND BENEFITS FOR EMPLOYEES ASSIGNED TO THE**  
5                   **CONFIDENTIAL UNIT, SECTION B, FOR OCTOBER 21, 2020 TO OCTOBER 20, 2021**

6                   RESOLVED by the Board of Supervisors of the County of Lake, State of California, that it finds,  
7                   determines and hereby declares as follows:

8                   **1. CONFIDENTIAL UNIT, SECTION B, COMPOSITION**

9                   The Confidential Unit, Section B, shall consist exclusively of employees filling the Deputy County  
10                  Counsel classifications as shown in Attachment "A," attached hereto and incorporated herein by  
11                  reference.

12                  **2. COMPENSATION**

13                  2.1 Salary Schedule

14                  The salary ranges for Confidential Unit, Section "B" employees shall be as shown in Attachment  
15                  "A." and reflect the following adjustments:

16                  The CPS-HR Classification and Compensation (CC) Study dated October 1, 2019 shall be  
17                  implemented at 85% of market median (Market 85).

18                  2.2 Step Advancement

19                  The Salary Step System contained herein is a five (5) step salary schedule (Step 1, Step 2,  
20                  etc.). Movement in this system shall be based on an annual satisfactory performance  
21                  evaluation as determined by the employee's department head. Eligibility for progression  
22                  through the five (5) steps of the salary schedule shall be based upon a term of satisfactory  
23                  service at the preceding step as outlined in Section 2.2.1 or 2.2.2. Upon achievement of the  
24                  said term of service and an overall rating of "Satisfactory" or above on the associated  
25                  performance evaluation, as determined by the employee's department head, the employee shall  
26                  receive a 5% increase upon movement to the next step in the system (Steps 2-5). Unless  
27                  advanced step hiring has been approved, every employee entering into the Unit covered by this  
28                  Agreement shall begin their service at the first step (Step 1). Eligibility for progression through  
29                  the five (5) steps of the salary schedule shall be as follows:  
30

2.2.1 Deputy County Counsels I and II – Each employee shall have completed at least six (6) months satisfactory service at the preceding step to be eligible for advancement to Step 2 or Step 3, and at least twelve (12) months satisfactory service at the preceding step to be eligible for advancement to Step 4 or Step 5.

2.2.2 Deputy County Counsels III/IV/Senior – Each employee shall have completed at least twelve (12) months satisfactory service at the preceding step to be eligible for advancement to the next highest step (Steps 1-5).

2.2.3 Salary step advancement as referenced above shall not be automatic, but shall be conditioned upon satisfactory evaluation by the department head and procedural approval of the Human Resources Director.

2.2.4 The effective date of approved step increases shall be the actual salary anniversary date, regardless of the timeliness of completion of the employee's satisfactory performance evaluation.

2.2.5 In cases where an employee's performance evaluation is less than satisfactory, and, therefore, progression to the next step is denied, the department head shall reevaluate that employee following ninety (90) days additional service, and, if such employee's performance is determined by the department head to have improved to satisfactory or better at the conclusion of such ninety (90) day period, the employee may be eligible to progress to the next step, subject to the full discretion of the department head. If progression is still denied the salary anniversary date will be set to one (1) year from the prior salary anniversary date.

### 2.3 Longevity Pay

2.3.1 Eligibility – The fifth year after an employee reaches the fifth step, the employee shall receive a 2.5% increase for longevity. Each fifth year thereafter, the employee shall receive an additional 2.5% for longevity. Employees are eligible for longevity increases even when they are in a Y-rated status.

2.3.2 Longevity upon Voluntary Demotion – Employees who voluntarily demote shall be placed at the salary step representing the least loss of pay. In no case, shall the salary be increased above that received in the classification from which the employee was demoted. Any longevity increases accrued shall remain in effect to the extent such

1 longevity increases accrued in the previously held job classification to which the  
2 employee demotes. The employee shall maintain any longevity step that has been  
3 previously accrued in the classification to which the employee is demoting.

4 2.3.3 Longevity upon Promotion – Employees who are promoted to a position that places  
5 them at the fifth step of the new position shall receive a 2.5% longevity increase after  
6 serving five years in the new position.

7  
8 **2.4 Probation**

9 All new employees shall serve a twelve (12) month probationary period, and employees shall  
10 serve a six (6) month probationary period upon promotion.

11  
12 **2.5 Salary on Promotion**

13 An employee who is promoted, or whose position has been reclassified to a higher level, shall  
14 receive a salary at the first step of the higher class or at the step that provides for at least a 5%  
15 increase over their base salary prior to such promotion. If the employee being promoted, or  
16 whose position is reclassified to a higher level, is at Step 5 or above in the former classification  
17 and will be at Step 5 or above in the new classification, the employee's salary anniversary date  
18 will be maintained.

19  
20 **2.6 Working Above Class**

21 Employees who are duly authorized, directed or assigned to work above their normal  
22 classifications shall be compensated at the base salary rate of the position to which assigned,  
23 or 5% above their normal salary rate, whichever is higher. Pay for assignment above class  
24 shall commence on the 16<sup>th</sup> consecutive workday of such assignment, or the 16<sup>th</sup> accumulated  
25 day in any period of sixty (60) calendar days.

26  
27 **3. HEALTH AND LIFE INSURANCE**

28 **3.1 Maximum Monthly County Contribution for Insurance Coverage**

29 The County shall pay a maximum contribution of one thousand dollars (\$1000.00) per month  
30 toward the County-sponsored group medical, dental and vision insurance plan for each

1 employee who enrolls in such a County-sponsored group plan. In no event shall the County's  
2 financial obligation exceed the actual monthly premium for an employee's medical, dental and  
3 vision insurance choices under the County's flexible benefits plan.

4 Employees who select coverage with total monthly premiums less than one thousand dollars  
5 (\$1000.00) per month will not be entitled to receive in cash, other compensation, benefits or in  
6 any form the difference between the amount of the cost of such coverage and the one thousand  
7 dollar (\$1000.00) per month County contribution.

8 **3.2 Insurance Opt-Out**

9 Employees may waive health care coverage in its entirety, i.e. medical, dental and vision  
10 insurance. Eligibility for the opt-out, cash-in-lieu benefit shall be conditioned upon meeting the  
11 current Affordable Care Act (ACA) definition of an "eligible opt out arrangement." Employees  
12 wishing to receive the cash-in-lieu benefit described below are required to provide the County  
13 proof of similar employer-sponsored coverage in such form as the County may require, in  
14 addition to any documentation/certification/attestation/etc. required to demonstrate compliance  
15 with the current ACA definition of "eligible opt-out arrangement." Employees waiving health  
16 care coverage who are eligible for the opt-out stipend shall receive a cash-in-lieu benefit of two  
17 hundred dollars (\$200.00) per month. The County will not pay cash-in-lieu to any employee, at  
18 any time during the plan year, if the current provisions of the ACA eligible opt-out arrangement  
19 dictate that the County must not pay that employee.

20 **3.3 Retiree Insurance**

21 For County retirees, who retire from County service with fifteen (15) years of total County  
22 service as a permanent employee, of which five (5) years must be continuously served  
23 immediately prior to retiring, who participate in the County's retiree insurance program, the  
24 County shall pay a monthly stipend to the retiree which is equivalent to 50% of the group health  
25 insurance medical premium for active employees with employee-only coverage under the same  
26 health plan. Such stipend shall be discontinued once the employee reaches sixty-five (65)  
27 years of age or is eligible for Medicare coverage. For those retirees who retire from County with  
28 twenty (20) years of total County service as a permanent employee, of which five (5) years must  
29 be continuously served immediately prior to retiring, who participate in the County's retiree  
30 insurance program, the County shall pay a monthly stipend to the retiree which is equivalent to

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75% of the group health insurance medical premium for active employees with employee-only coverage under the same health plan. Such stipend shall be discontinued once the employee reaches sixty-five (65) years of age or is eligible for Medicare coverage.

**3.3.1 Break in service due to layoff**

When the last break in service immediately prior to retirement is due to a layoff, the requirement to work at least five (5) continuous years shall be waived.

**3.3.2 Discontinue Allowance for Break in Service**

Notwithstanding the above, employees whose original hire date or rehire date is November 1, 2011 or later, shall not be eligible for the retiree health insurance monthly stipend unless they have either fifteen (15) or twenty (20) consecutive years of County service as a permanent employee immediately prior to retirement. However, if the last break in service immediately prior to retirement was due to a layoff and the employee was rehired under the Reemployment provision under Rule 906 of the Lake County Personnel Rules, the employee maintains eligibility and the requirement to work at least five (5) continuous years shall be waived.

**3.3.3 Break in service due to layoff**

When the last break in service immediately prior to retirement is due to a layoff, the requirement to work at least five (5) continuous years shall be waived.

**3.3.4 Discontinue Allowance for Break in Service**

Notwithstanding the above, employees whose original hire date or rehire date is November 1, 2011 or later, shall not be eligible for the retiree health insurance monthly stipend unless they have either fifteen (15) or twenty (20) consecutive years of County service as a permanent employee immediately prior to retirement. However, if the last break in service immediately prior to retirement was due to a layoff and the employee was rehired under the Reemployment provision under Rule 906 of the Lake County Personnel Rules, the employee maintains eligibility and the requirement to work at least five (5) continuous years shall be waived.

**3.4 Group Life Insurance**

The County shall pay the cost for County-sponsored basic, group life insurance for eligible employees. The County will pay the cost for County-sponsored basic, group life insurance for

qualified dependents of employees who do not waive or opt out of the cafeteria plan.

**4. RETIREMENT BENEFITS**

4.1 Employees who, pursuant to AB 340 and CalPERS regulations, are defined as Classic members of the California Public Employee Retirement System (PERS) shall pay the employee's contribution to PERS.

4.2 For employees who, pursuant to AB 340 and CalPERS regulations, are defined as New PERS members, the County is prohibited from paying any portion of the employee's share of PERS, and therefore will not pay any portion of the employee's contribution to PERS.

4.3 County shall provide, pursuant to its contract with CalPERS, a Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit to the family of an active miscellaneous employee, eligible for CalPERS retirement, who dies prior to retirement from County service.

**5. LEAVE BENEFITS**

**5.1 Vacation Leave**

The following annual vacation allowance shall be credited to each employee based upon full-time, continuous, permanent employment with the County:

<u>Years of Service</u>	<u>Annual Allowance - Accrued Hours</u>
Beginning of 1 <sup>st</sup> year through end of 4 <sup>th</sup> year	80 hours
Beginning of 5 <sup>th</sup> year through end of 15 <sup>th</sup> year	120 hours
Beginning of 16 <sup>th</sup> year through end of 16 <sup>th</sup> year	128 hours
Beginning of 17 <sup>th</sup> year through end of 17 <sup>th</sup> year	136 hours
Beginning of 18 <sup>th</sup> year through end of 18 <sup>th</sup> year	144 hours
Beginning of 19 <sup>th</sup> year through end of 19 <sup>th</sup> year	152 hours
Beginning of 20 <sup>th</sup> year and thereafter	160 hours

In any position of a part-time, permanent nature, the allowed vacation leave shall be that part of the appropriate annual allowance equal to the proportion that actual service bears to full-time service.

Accumulated vacation time shall be available for use during the pay period following its accrual, subject to approval of the department head. Upon separation (termination/retirement) from

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County employment, employees shall receive payment in full for the balance of unused vacation hours earned.

For employees whose first day of work with the County of Lake is on or after November 1, 2007, years of full-time, continuous, permanent employment for another county or city government for which the employee worked within thirty (30) days immediately prior to being hired by the County shall be added to the years of service with the County for purposes of earning vacation leave.

For employees hired after April 1, 2009 who have previously worked for the County and were terminated due to layoff after March 1, 2009, the years of County service prior to that layoff shall be added to the current years of service for purposes of earning vacation leave.

**5.2 Sick Leave**

5.2.1 Sick leave provisions not contained herein shall be provided for in County Personnel Rule 1503 et seq.

5.2.2 Employees who have accrued more than five hundred (500) hours of unused sick leave may request and receive cash in lieu of sick leave hours which are in excess of five hundred (500) hours. However, no employee shall receive more than forty (40) hours of cash in lieu of sick leave hours in any one (1) fiscal year.

5.2.3 The CalPERS plan shall continue to include the "credit for unused sick leave" option. At the time of retirement, eligible employees shall have the option to elect either the payment per the schedule in Personnel Rule 1503.3, or the CalPERS option, but may not participate in both.

**5.3 Bereavement Leave**

An employee shall receive bereavement leave of twenty-four (24) hours for an incident that requires one way travel of less than five hundred (500) miles, or forty (40) hours for an incident that requires one way travel of five hundred (500) miles or more, due to the death of their parent, step-parent, mother-in-law, father-in-law, aunt, uncle, spouse, registered domestic partner, child, stepchild, adopted child, niece, nephew, grandchild, grandparent, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law or the death of any person residing in the immediate household of the employee at the time of death.

Travel distances shall be computed using the "Maps & Directions" function available at [www.randomcnally.com](http://www.randomcnally.com), using the employee's residence as the starting point and the site of the memorial or funeral as the endpoint.

Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision generally must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident. Upon advance request to do so, the County Administrative Officer may approve an extension of the seven (7) day period.

Said bereavement leave is separate and shall not be credited against other forms of leave.

Bereavement leave shall be used by the employee before they make use of accrued sick leave for the purposes of the bereavement leave provision of Section 1504 of the Lake County Personnel Rules.

#### **5.4 Holidays**

5.4.1 The following holidays shall be observed:

1. July 4 (Independence Day)
2. First Monday in September (Labor Day)
3. Second Monday in October (Indigenous Peoples' Day)
4. November 11 (Veteran's Day)
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Winter Holiday (Monday – Friday of the week December 25<sup>th</sup> falls on, if December 25<sup>th</sup> falls on a weekday. If December 25<sup>th</sup> falls on a Saturday or Sunday, the 23<sup>rd</sup> through the 29<sup>th</sup> of December.)
8. January 1 (New Year's Day)
9. Third Monday in January (Martin Luther King, Jr. Day)
10. Third Monday in February (President's Day)
11. Last Monday in May (Memorial Day)

#### **5.4.2 Holiday Observance**

Any holiday, except Winter Holiday, as stated above in subsection 5.4.1, which falls on a Sunday shall be observed the following Monday. Any holiday, except Winter Holiday,



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as stated above in subsection 5.4.1, which falls on a Saturday shall be observed the preceding Friday.

**5.4 Administrative Leave**

5.4.1 Employees in the Confidential Unit Section "B" shall accrue and shall be entitled to administrative leave at the rate of forty (40) hours annually, or the equivalent cash in lieu. Employees with less than one year of service shall be entitled to receive a pro rata share of the forty (40) hours. Except that employees appointed after April 1<sup>st</sup> of a fiscal year shall not be entitled to any administrative leave for that fiscal year, and shall not receive any allocation of administrative leave until July 1<sup>st</sup> of the following fiscal year. The annual allowance for administrative leave shall not accrue from one fiscal year to another fiscal year. Employees in positions allocated less than full-time shall receive a proportionate allocation of administrative leave hours.

5.4.2 Employees who terminate County service or who otherwise discontinue serving in a classification in Confidential Unit "B" before the end of the fiscal year, and who have used administrative leave hours greater than the pro rata share to which they are entitled shall have the cash equivalent of those hours deducted from their separation pay or deducted from their next payroll check if they are continuing in County service.

**6 OTHER PROVISIONS**

**6.1 State Disability Insurance**

The members of the Unit shall continue to have coverage in State Disability Insurance (SDI). It is understood that each Unit employee shall pay the cost of their SDI premium and the necessary premium and the necessary premium contributions will be deducted by the County from the employee's salary per pay period.

**7. All previous Board of Supervisors Resolutions in conflict herewith are rescinded to the extent of such conflict and no further.**

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**THIS RESOLUTION** was passed and adopted by the Board of Supervisors of the County of Lake at a regular meeting thereof on the 20<sup>th</sup> day of October, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT OR NOT VOTING:**

**ATTEST: CAROL J. HUCHINGSON**

**COUNTY OF LAKE**

Clerk to the Board of Supervisors

By: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors

**APPROVED AS TO FORM:**

**AUDITOR REVIEW:**

**ANITA L. GRANT**

**CATHY SADERLUND**

County Counsel

Auditor-Controller

  
\_\_\_\_\_  
anita grant (Oct 15, 2020 16:14 PDT)

  
\_\_\_\_\_  
Cathy Saderlund (Oct 15, 2020 15:47 PDT)

JOB CLASSIFICATION	JOB CODE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTANT I - CONFIDENTIAL	02-0031	118	20.79	21.82	22.92	24.06	25.26
ACCOUNTANT II - CONFIDENTIAL	02-0032	122	22.94	24.09	25.29	26.56	27.89
ADMINISTRATIVE ANALYST I	02-2069	123	23.52	24.69	25.93	27.22	28.58
ADMINISTRATIVE ANALYST II	02-2004	127	25.96	27.26	28.62	30.05	31.55
ADMINISTRATIVE ANALYST, SENIOR	02-2002	131	28.65	30.09	31.59	33.17	34.83
ADMINISTRATIVE ASSISTANT	02-0453	109	16.64	17.48	18.35	19.27	20.23
ADMINISTRATIVE ASSISTANT, SENIOR	02-0454	115	19.30	20.27	21.28	22.34	23.46
ASSISTANT CLERK TO THE BOARD OF SUPERVISORS	02-2087	114	18.83	19.77	20.76	21.80	22.89
DEPUTY COUNTY COUNSEL I	02-0261	138	34.06	35.76	37.55	39.43	41.40
DEPUTY COUNTY COUNSEL II	02-0262	144	39.50	41.47	43.55	45.72	48.01
DEPUTY COUNTY COUNSEL III	02-0263	150	45.81	48.10	50.50	53.03	55.68
DEPUTY COUNTY COUNSEL, SENIOR	02-0264	156	53.12	55.78	58.57	61.49	64.57
HUMAN RESOURCES ANALYST I	02-2008	126	25.32	26.59	27.92	29.32	30.78
HUMAN RESOURCES ANALYST II	02-2009	130	27.95	29.35	30.82	32.36	33.98
HUMAN RESOURCES ANALYST, SENIOR	02-2013	134	30.86	32.40	34.02	35.72	37.51
HUMAN RESOURCES TECHNICIAN I	02-2011	114	18.83	19.77	20.76	21.80	22.89
HUMAN RESOURCES TECHNICIAN II	02-2012	118	20.79	21.82	22.92	24.06	25.26
LEGAL ADMINISTRATIVE ASSISTANT - CONFIDENTIAL	02-2072	112	17.92	18.82	19.76	20.75	21.79
LEGAL ADMINISTRATIVE ASSISTANT, SENIOR - CONFIDENTIAL	02-2014	117	20.28	21.29	22.36	23.47	24.65
PAYROLL ANALYST I	02-0025	126	25.32	26.59	27.92	29.32	30.78
PAYROLL ANALYST II	02-0026	130	27.95	29.35	30.82	32.36	33.98
PAYROLL ANALYST, SENIOR	02-????	134	30.86	32.40	34.02	35.72	37.51
PAYROLL SPECIALIST I	02-0021	116	19.78	20.77	21.81	22.90	24.05
PAYROLL SPECIALIST II	02-0022	120	21.84	22.93	24.08	25.28	26.54
RISK ANALYST I	02-2005	120	21.84	22.93	24.08	25.28	26.54