



# RESOLUTION No. 19-253

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION ADOPTING A REVISED COMPENSATION AND BENEFITS SUMMARY FOR APPOINTED AND CONFIDENTIAL SENIOR EXECUTIVES (RES. 16-237) DURING THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022

WHEREAS, employees, designated as Appointed and Confidential Senior Executives, are not represented formally in matters of wages and benefits; and

WHEREAS, the Board of Supervisors desires to adopt the attached revised Compensation and Benefits Summary for the period of July 1, 2019 through June 30, 2022, which implements language providing for salary and benefit adjustments as well as clean-up language; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that the attached revised Compensation and Benefits Summary for the period of July 1, 2019 through June 30, 2022 is hereby approved for the employees designated as Appointed and Confidential Senior Executives effective as of July 1, 2019.

BE IT FURTHER RESOLVED that all compensation, fringe benefits, responsibilities and restrictions applicable to members of this employee group are contained in the attached Compensation and Benefits Summary which supersedes all resolutions made prior to this date.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of June, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Richard Anderson, Chair

6/11/2019 cc: HR\*  
AC\*  
Dept. Heads\*

SUMMARY OF BENEFITS AND  
COMPENSATION



COUNTY OF NEVADA  
APPOINTED AND CONFIDENTIAL  
SENIOR EXECUTIVES GROUP

FOR THE PERIOD OF  
JULY 1, 2019 THROUGH  
JUNE 30, 2022

**APPOINTED AND CONFIDENTIAL SENIOR EXECUTIVES  
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**ARTICLE 1**  
**DEFINITION**

**A. DEFINITION**

Appointed and Confidential Senior Executives are at-will executives of the County of Nevada and serve at the pleasure of the County Executive Officer or Board of Supervisors.

**ARTICLE 2**  
**SALARIES**

**A. SALARIES AND COMPENSATION**

1. The issues of performance expectations, goals, salary and total compensation may be negotiated via direct discussion between the County Executive Officer and each Senior Executive, unless the Senior Executive reports to the Board of Supervisors.
  
2. The County Executive Officer shall establish a system and schedule of performance measurement and goal setting, which may occur at any time during the fiscal year. Although a Senior Executive's anniversary date shall remain intact on an annual basis, the Senior Executive may receive salary or compensation adjustments at any time during the year.

**B. REGULAR SALARIES**

The County will provide the following general salary adjustments effective the first full pay period of each fiscal year to eligible regular employees (those who are not y-rated):

2% effective 19/20  
3% effective 20/21  
2% effective 21/22

The County will provide equity adjustments effective the first full pay period of each fiscal year in the percentage amounts specified on Attachment A, Senior Executive Equity Adjustments.

**C. PAY-FOR-PERFORMANCE**

The County Executive Officer shall establish and maintain a system of performance measurements and goal setting in order to evaluate Senior Executive eligibility for pay-for-performance salary differentials. Although a Senior Executive's anniversary date shall remain intact on an annual basis, Senior Executives are eligible to receive salary adjustments at any time during the year based upon demonstrating superior performance in meeting the County Executive Officer's established goals and objectives. The County Executive Officer

is authorized to provide a 2.5%, 5.0%, 7.5% or 10.0% pay-for-performance salary differential for a period to be determined by the County Executive Officer.

### **ARTICLE 3 SPECIAL ALLOWANCES**

#### **A. CONFIDENTIAL DIFFERENTIAL**

Those designated as Confidential Senior Executives are eligible for a 5% confidential differential at date of hire and shall continue to receive the differential annually unless otherwise directed by the CEO or Board of Supervisors due to performance.

#### **B. LONGEVITY PAY DIFFERENTIAL**

1. Senior Executives with ten (10) or more years of regular Nevada County services shall receive a 2.5% longevity pay differential.
2. In addition to the above, Senior Executives with five (5) or more years of regular Nevada County service, as a Senior Executive, shall receive an additional 2.5% for a total of 5% longevity pay differential.

#### **3. CAR ALLOWANCE**

Car allowance may be negotiated with Senior Executives individually by the County Executive Officer or her designee. Additionally, all Senior Executives who receive a car allowance shall be reimbursed at the current IRS allowable rate for all work related travel in his or her private vehicle further than 50 miles, one-way. Senior Executives who have County assigned emergency vehicles which are available for their use during non-business hours are not eligible for this allowance.

#### **4. MANAGEMENT BENEFIT ALLOWANCE**

Each Senior Executive shall be provided an \$1000.00 per fiscal year management benefit allowance for expenses associated with the following: education, training, travel and workshops undertaken for purposes of personal growth and enrichment; membership and participation in activities of cultural, benevolent or service organizations; computer equipment, software and other supplies and equipment; health club dues and fees, and equipment intended to maintain good health and physical fitness; and attendance or participation in community events. The allowance shall be automatically included only in the final paycheck of each fiscal year. No receipts are required.

#### **5. SEVERANCE PROGRAM**

The County Executive Officer has the discretion to authorize a severance package of compensation and benefits not to exceed 3 months/90 days in length for Senior Executives who voluntarily or involuntarily separate from the County.

## **ARTICLE 4 LEAVE PROGRAM**

### **A. PERSONAL LEAVE PROGRAM**

1. Senior Executives shall accrue Personal Leave (PLP) at the following rates:
  - \*Years 0 through five, 8.5 hours bi-weekly
  - \*Years six through ten, 10 hours bi-weekly
  - \*Years eleven plus, 12 hours bi-weekly
2. Senior Executives may accrue a maximum of 500 fully-vested hours under the personal leave program. For those Senior Executives that still have balances of vacation and sick leave from a previous benefit will have the leave credits available under the current terms and conditions of their usage and may be cashed out according to the provisions set out in the sick leave program.

In FY 20/21 the accrue maximum will increase to 520 fully-vested hours under the personal leave program.

3. Personal Leave Program/Vacation Cash-Out
  - a. Senior Executives may cash out up to 80 hours of either Personal Leave (PLP) or Vacation time (old-program) each year so as to reduce the future unfunded liability that these leave balances represent.
  - b. Senior Executives must advise the County Executive Officer in writing on or prior to December 17<sup>th</sup> in the calendar year prior to that calendar year in which the Personal Leave or old vacation time is to be cashed out. The number of hours/amount proposed for such cash out is to be included in the Department's budget submission for the applicable fiscal year. This election is irrevocable.
  - c. In FY 21/22 the cash out maximum allowance will increase to 100 hours of either Personal Leave (PLP) or Vacation time.

### **B. SICK LEAVE**

1. SICK LEAVE PAY-OFF: For sick leave accrued prior to the implementation of Personal leave:
  - a. Upon retirement or termination with satisfactory performance after five (5) years of service, each regular employee shall be paid thirty-five percent (35%) of the value of

all unused, accrued sick leave. The value of such unused sick leave shall be determined by multiplying the total hours accumulated at the time of termination by the hourly wage rate of the range and step to which the employee is assigned.

- b. County has adopted PERS Section 20965, Credit for Unused Sick Leave. It is understood that an employee who is otherwise eligible for the benefits described in this subsection or in subsection 1 above may select only one. Selection must be timely as is irrevocable.

### **C. HOLIDAY LEAVE**

1. Each regular employee in the County service shall be entitled to eight (8) hours' compensation for the following designated holidays:
  - a. January 1;
  - b. The third Monday in January, known as "Martin Luther King's Birthday";
  - c. The third Monday in February;
  - d. The last Monday in May;
  - e. July 4th;
  - f. The first Monday in September;
  - g. The second Monday in October
  - h. November 11th, known as "Veteran's Day";
  - i. Thanksgiving Day, designated as the fourth Thursday in November;
  - j. The Friday immediately following Thanksgiving Day;
  - k. December 25th;
  - l. Every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors;
  - m. Two floating holidays, which may be taken at any time mutually agreed upon by the employee and the appointing authority. Employees will not be permitted to accrue or carry over more than the amount of floating holidays they are eligible for in a year. Therefore, if the employee has not used all of their floating holiday credits by the end of the fiscal year (June 30), at the beginning of the next fiscal year (July 1), the employee will only be eligible to receive floating holiday credits up to the maximum floating holidays they are eligible for in the new fiscal year (e.g. if an employee is eligible for 2 floating holidays (16 hours) and has 4 hours of floating holiday credits on June 30th, then he/she will only be allowed to have 12 hours credited into their floating holiday account on July 1 for the entire fiscal year).
2. A Senior Executive with more than ten (10) years of service shall receive an additional floating holiday, which may be taken at any time during the year or be added to accumulated vacation.
3. When a holiday specified herein falls on Saturday, the proceeding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on an employee's regular day off, which is

other than the observed Saturday or Sunday, the following workday shall be observed as a holiday.

4. To be eligible for the "holiday time" an employee must work on the regular work day before and the regular work day after a paid holiday or be on an approved paid leave of absence during these times in order to receive pay for the holiday. Approved paid leave of absence is defined as paid sick leave, paid vacation, paid floating holiday, or laid authorized leave of absence. Any exception to the foregoing shall be for good cause, only, and shall require the approval of the County Executive Officer whose decision shall be final.

#### **D. ADMINISTRATIVE LEAVE**

1. Forty (40) hours of administrative leave shall be granted to all Senior Executives at the beginning of each fiscal year. A pro-rated amount of administrative leave shall be granted to Senior Executives appointed after the beginning of a fiscal year, unless they are already receiving this leave at the time of appointment.
2. Senior Executives who separate from County employment shall be paid any accrued admin leave upon separation.
3. It may be accumulated up to eighty (80) hours, after which time any additional accrual will be paid to the Senior Executive.

#### **E. PAID TIME OFF**

1. The County shall grant each Senior Executive 3 eight-hour days (totaling 24 hours) to be utilized as paid time off (PTO) at the beginning of each fiscal year. A pro-rated amount of PTO shall be granted to Senior Executives appointed after the beginning of a fiscal year, unless they are already receiving their leave at the time of appointment.
2. Senior Executives who separate from County employment shall be paid any accrued paid time off upon separation.
3. There is no cap to PTO leave accruals.

### **ARTICLE 5**

#### **HEALTH AND WELFARE BENEFITS**

##### **A. AUTHORITY, HEALTH BENEFITS COMMITTEE**

1. This section delineates briefly the various insurance programs available to Nevada County employees, as provided by the County of Nevada or by contract or agreement between the County of Nevada and certain insurance carriers. Nothing contained herein



shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this Section shall be construed only as a general description of certain insurance benefits available.

2. The County may select programs at its discretion provided all benefits are equal to or better than those provided on the effective date of the agreement.
3. It shall be agreed that the County shall give consideration to any recommendations of the Health Benefits Committee (made up of representatives of all employee units, Human Resources and the County's insurance consultant) prior to making any changes to the County health plans.

## **B. ELIGIBILITY**

1. Any Senior Executive working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health insurance or life insurance plan currently authorized for Senior Executives. Eligible dependents of the employees shall be eligible to enroll in the hospital, major medical, dental and life insurance programs.
2. All new employees are eligible for the Employee health, dental/vision and life coverage only.

## **C. EMPLOYEE HEALTH COVERAGE PACKAGE**

1. Health, Dental and Vision insurance will be available to all employees and their dependents.
2. Employees will have the option of choosing all available coverage or upon proof of other coverage in a group plan providing minimal essential coverage an employee may choose to opt out of medical insurance and the County will pay the employee \$300/mo. Employees who opt out of medical insurance can still enroll in dental and vision coverage.
3. The County shall provide to all eligible County employees an amount equal to 100% of the employee only cost for the least expensive health insurance plan available to County employees including the cost of dental and vision coverage.
4. The County contribution for "Employee plus one" coverage and "Employee plus two or more" coverage for medical, dental and vision plans will be frozen at the 2016 dollar contribution levels until such time as the employee paid premium contribution equals twenty percent (20%) of the total premium for the least expensive health insurance plan available and the cost of dental and vision coverage for the level of enrolled coverage. Employees choosing a more expensive health plan will be responsible for paying the difference in cost.

In the event that CalPERS offers a high deductible health insurance plan available to County employees, this provision may be changed.

5. Employees who live in the Truckee area who elect health insurance coverage will receive the same benefit as stated in items 1 through 3 as stated above; however, the County contribution for the benefit will be based on the least expensive health insurance plan available to the County in the Truckee area, which is currently a PPO plan. In addition, Truckee employees who are not eligible to participate in an HMO plan are eligible to be reimbursed annually by a Rural Health Subsidy for up to \$1,500 per employee or \$3,000 for an employee and dependent(s). The subsidy may be used for reimbursements for covered major medical expenses as determined by the PPO plan's Evidence of Coverage. Co-payments are not reimbursable. Employees will be reimbursed for receipted out of pocket medical expenses during the calendar year in which they were incurred and not reimbursed under any other plan. Employees may request reimbursements in increments of \$100 dollars or more or at the end of the calendar year.
  - a. Should an HMO option become available for Truckee employees, the Truckee employees will be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the Rural Health Subsidy shall be discontinued.
  - b. Should the HMO option become unavailable for all County employees, the Truckee employees will be reimbursed the same as all other County employees as described in numbers 1 through 3 above and the rural Health Subsidy shall be discontinued.
  - c. Should the HMO option become unavailable for all County employees, the County agrees to meet and confer over the effects of such a change.

#### **D. LIFE INSURANCE**

1. Employee and dependent coverage shall be paid by the County as described in paragraph
2. Employee coverage shall be provided by the County in the amount of twice the Senior Executives salary. Senior Executives are eligible to purchase additional coverage for themselves and their dependents. The County will provide \$1,000 coverage for each eligible dependent. The additional amounts of insurance to be purchased by the employee may be limited by the insurance company.

#### **E. COVERAGE—LEAVE OF ABSENCE**

Employer paid insurance contributions shall not be made on behalf of any employee who is not on a protected leave (FMLA, CRFA or PDL) and who is on a leave of absence without pay exceeding fifteen (15) calendar days, effective on the first day of such leave of absence.

An employee may continue coverage during the afore-stated leave of absence by advancing to the Auditor-Controller each month the total monthly premium cost.

**F. STATE DISABILITY INSURANCE**

The County shall augment the amount of SDI benefits being received by an amount sufficient to provide the employee with a gross biweekly salary equal to the employee's normal biweekly base salary. The afore stated augmentation to SDI shall be made from PLP balance and administrative leave balance, or any other leave available. Upon exhaustion of leave balances as provided herein, the employee's status shall be determined in accordance with provisions of the Personnel Code as they pertain to leaves of absence. Notwithstanding anything to the contrary, each employee absent from work and receiving SDI benefits shall be required to utilize accrued leave balances to augment SDI benefits as provided in the Nevada County Personnel Code.

**G. STD/LTD BENEFIT**

The County shall pay the premium for each Senior Executive for short-term/long-term disability program

**ARTICLE 6  
RETIREMENT PROGRAMS**

**A. AUTHORITY**

This section delineates, briefly, the various retirement programs available to-employees as provided by law, contract or memorandum of understanding. Nothing contained herein shall be deemed to amend or affect any portion or provision of any contract or agreement, but, instead, this section shall be construed only as a general description of certain retirement programs available.

**B. ELIGIBILITY**

1. Social Security. All regular and temporary employees shall be members of the Social Security System, unless otherwise provided by law.
2. Public Employees' Retirement System. Regular employees holding positions in County Service shall be members of the Public Employees' Retirement System, as provided by the terms of the contract in effect between the County and the Public Employees' Retirement system.

### **C. RETIREE COVERAGE AND CONTRIBUTION RATE**

1. The type of coverage and amount of employee contribution shall be established in accordance with this Agreement and the contract between the County and the Public Employees' Retirement System (PERS).
2. Tier I/Legacy Tier: (Employees hired prior to December 13, 2012) Effective July 1, 2006, the County adopted the 2.7% at 55 modified retirement plan. County contributes on behalf of all covered employees their contribution at the established rate of 8% of monthly base salary received in excess of \$133.33.

The employees shall contribute 10.585% towards the employer share of the PERS reportable compensation in accordance with California Government Code Section 20516.

3. Tier II/Classic Tier: Classic Employees hired after December 13, 2012 are enrolled in the 2%@60 formula. Employees shall contribute the 7.0% employee contribution to PERS.
4. Tier III: PERS "PEPRA" Employees hired on or after January 1, 2013 are enrolled in the 2%@62 formula. Employees shall contribute 50% of the Total Normal Cost (as determined annually by CalPERS) rate of their pensionable compensation to PERS.

Tier III employees shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing pensionable compensation.

5. The County agrees to adopt the PERS optional death benefit Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit by June 30, 2003.
6. The employees in this group are eligible for PERS Section 21540.5 Special Death Benefit.
7. Credit For Unused Sick Leave - employees of the unit shall be eligible for PERS Section 20965, Credit for Unused Sick Leave.
8. EPMC — Employees of this group are eligible for provisions of Senate Bill 53, wherein regulations provided in Government Code Section 20636(c)(4) that the full monetary value of employer-paid member contributions (EPMC) paid to PERS shall be reported as compensation on behalf of all unit members.
9. Social Security - Each regular employee shall pay his/her contribution to the system.

### **D. 457 PLAN**

The County agrees to establish and make available, at no County contribution, a 457 plan.

### **E. RETIREE HEALTH COVERAGE**

Retiree Health Coverage benefits shall be provided pursuant to Section 24 of the Nevada County Personnel Code.

**ARTICLE 7**  
**TERM**

**A. DURATION**

The benefits described herein shall be effective for the period July 1, 2019, through June 30, 2022, and except as otherwise specified herein, shall become effective on the date of ratification by the Board of Supervisors.

**ATTACHMENT A**  
**Senior Executive Equity Increases 2019 – 2021**

Job Title	Market-Based Adjustment Year One (2019)	Market-Based Adjustment Year Two (2020)	Market-Based Adjustment Year Three (2021)
Agricultural Commissioner Chief Probation Officer Director of Social Services	2%	2%	2%
Clerk of the Board Director of Public Health Public Defender	2%	1%	1%
Director of Behavioral Health	2%	1%	0%
County Librarian Health and Human Services Agency Director Community Development Agency Director Chief Information Officer Assistant County Executive Officer	2%	0%	0%