



AGENDA ITEM NO.
C-17

COUNTY OF HUMBOLDT

For the meeting of: April 5, 2016

Date: March 29, 2016
To: Board of Supervisors
From: Daniel Fulks, Director of Human Resources *DF*
Subject: COUNTY ADMINISTRATIVE OFFICER EMPLOYMENT AGREEMENT

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached Employment Agreement which memorializes the appointment of Amy S. Nilsen as County Administrative Officer (CAO) effective April 11, 2016 and sets out the employment terms between the County and County Administrative Officer Amy Nilsen; and
2. Authorize the Chair of the Board of Supervisors to execute the Employment Agreement.

SOURCE OF FUNDING: General Fund

DISCUSSION: It is recommended that the Employment Agreement be executed setting forth the terms under which Amy Nilsen will serve as County Administrative Officer. An Employment Agreement has been negotiated with Ms. Nilsen and is being presented for your consideration. The salary and benefit package is essentially the same as is currently in place for the CAO position. Future adjustments to salary, if any, are the same as those provided to other Elected/Appointed Department Heads. The term of the contract is 3 years – from April 11, 2016 to April 11, 2019.

Prepared by Don Fulks CAO Approval Cheryl Dillingham

REVIEW: Auditor _____ County Counsel JSO Human Resources DF Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
Board Order No. _____
Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Fennell Seconded by Supervisor Bass
Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
Dated: April 5, 2016
By: [Signature]
Kathy Hayes, Clerk of the Board

FINANCIAL IMPACT: The compensation for the CAO was included in the FY 2015-16 budget and the recommended action does not change the amount. There would only be a financial impact if the severance clause were to be utilized.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS: Your Board may elect to not accept the contract terms and may direct staff to continue negotiations.

ATTACHMENTS: 2016 Employment Agreement with Amy S. Nilsen

EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of the 11th day of April, 2016 (“the Effective Date”), by and between the County of Humboldt (hereinafter referred to as EMPLOYER), a political subdivision of the State of California, and Amy S. Nilsen (hereinafter referred to as EMPLOYEE). EMPLOYER and EMPLOYEE are sometimes referred to herein individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, EMPLOYER desires the services of a County Administrative Officer pursuant to County Code; and

WHEREAS, EMPLOYEE has the necessary education, training and experience to serve effectively as County Administrative Officer for EMPLOYER; and

WHEREAS, the Board of Supervisors of EMPLOYER desires to employ EMPLOYEE to serve as the County Administrative Officer for EMPLOYER; and

WHEREAS, EMPLOYEE agrees to faithfully perform the duties of the office of County Administrative Officer for EMPLOYER; and

WHEREAS, both Parties desire to create conditions which will contribute to the mutual success of this employment relationship;

NOW, THEREFORE, in consideration of these Recitals and the performance by the Parties of the promises, covenants and conditions contained in this Agreement, the Parties agree as follows:

SECTION 1. TERM

A. This Agreement shall be in force and effect beginning on the Effective Date and shall terminate on April 11, 2019, unless it is canceled or extended prior to that date by mutual agreement of the Parties.

B. Notwithstanding this expected term, the Parties acknowledge that the mutual success of the employment relationship created herein will be enhanced by the ability of the Parties to terminate this Agreement should their respective needs change. Therefore, nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of either Party to terminate this Agreement at any time subject to the provisions of Section 6 below.

SECTION 2. DUTIES AND AUTHORITY

EMPLOYER agrees to employ EMPLOYEE as County Administrative Officer of EMPLOYER. The Parties acknowledge that a clear delineation of the duties of EMPLOYEE will contribute to the mutual success of the employment relationship created herein. Therefore, EMPLOYEE shall have those powers and duties of the County Administrative Officer as set forth in the County Code, and shall perform such functions and duties as specified in the County Code as well as such other legally permissible and proper duties as may be from time to time

directed or assigned by the Board of Supervisors.

SECTION 3. EMPLOYEE COMMITMENTS

EMPLOYEE acknowledges that certain commitments are necessary on her part in order to assure the mutual success of the employment relationship created herein, and that these include but are not limited to the following:

A. Exclusive Employment

1. During the term of this Agreement, EMPLOYEE shall not undertake any employment other than as County Administrative Officer for EMPLOYER except that she may also serve as the chief executive of other EMPLOYER-controlled legal entities without violating this Agreement. Any such service as chief executive of an EMPLOYER-controlled legal entity shall not entitle EMPLOYEE to compensation beyond that which is provided by Section 5A, below.

2. During the term of this Agreement, EMPLOYEE shall not undertake any volunteer activities which could reasonably be anticipated to conflict with employment as County Administrative Officer for EMPLOYER.

B. Disability or Inability to Perform

In the event that EMPLOYEE becomes mentally or physically incapable of performing the functions and duties of the County Administrative Officer with reasonable accommodation, and it reasonably appears such incapacity will last for more than six months, EMPLOYER may terminate EMPLOYEE. If EMPLOYER does elect to terminate EMPLOYEE due to incapacity, EMPLOYEE shall receive all severance benefits provided in Section 6 of this Agreement.

C. Ethical Behavior

EMPLOYEE will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto as Exhibit A and incorporated herein. Specifically, she shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

SECTION 4. EMPLOYER COMMITMENTS

EMPLOYER acknowledges that certain commitments are necessary on its part in order to assure the mutual success of the employment relationship created herein, and that these include but are not limited to the following:

A. Reimbursement for Services

1. EMPLOYER shall provide EMPLOYEE with the compensation and benefits set forth in Section 5 below.

2. EMPLOYER shall pay for or provide EMPLOYEE reimbursement for all actual business expenses consistent with Government Code Section 53234 *et seq.* (A.B. 1234).

3. EMPLOYER agrees to pay professional membership dues on behalf of EMPLOYEE for such organizations as may be agreed by EMPLOYEE and the Board of Supervisors. Such memberships shall include, at a minimum, annual dues for ICMA and the County Administrative Officers Association of California.

4. EMPLOYER agrees to pay the travel and subsistence expenses of EMPLOYEE to pursue official and other functions for EMPLOYER and meetings and occasions to continue the

professional development of EMPLOYEE including but not limited to national, regional, state and local conferences and governmental groups and committees upon which EMPLOYEE serves as a member subject to annual review by the Board of Supervisors. Such travel shall include, attendance at annual conferences of ICMA and County Administrative Officers Association of California.

B. Support for Administrator

1. The Board of Supervisors agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of EMPLOYEE.

2. The Board of Supervisors shall support EMPLOYEE in conducting herself according to the tenets of the ICMA Code of Ethics (Exhibit A). Specifically, neither the Board of Supervisors nor any of its members will give EMPLOYEE any order, direction or request that would require EMPLOYEE to violate the Code of Ethics. Likewise, no member of the Board of Supervisors shall request EMPLOYEE to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office.

C. Annual Performance Evaluation

1. The Board of Supervisors shall conduct an evaluation of EMPLOYEE performance at least once each year. EMPLOYER and EMPLOYEE agree that performance evaluations for the purpose of mid-course corrections may occur as frequently as may be required during any calendar year. The Board of Supervisors and EMPLOYEE may define such goals and performance objectives during the annual evaluation as they mutually determine are necessary for the proper operation of the County for the attainment of the Board's policy objectives. The Board of Supervisors and EMPLOYEE shall further establish a relative priority among those goals and performance objectives.

2. During calendar year 2017, members of the Board of Supervisors and other employees of EMPLOYER shall participate in a multi-rater assessment ("360-degree evaluation") of EMPLOYEE's performance as described by ICMA. In each of the other years of this Agreement, EMPLOYEE shall be evaluated by the Board of Supervisors using the form applicable to other Appointed Department Heads.

SECTION 5. COMPENSATION

A. Salary

1. EMPLOYEE's salary as of the Effective Date shall be \$172,380 per year. Such salary shall be paid bi-weekly in the manner set forth in EMPLOYER's resolutions and ordinances.

2. During the term of this Agreement, EMPLOYEE's salary shall be adjusted at the same time and in the same percentage applicable to other Elected and Appointed Department Heads as described in the Compensation Plans for Elected and Appointed County Department Heads Exhibit "B" of EMPLOYER.

3. If the Board appoints EMPLOYEE as temporary or permanent Department Head for a newly created or currently separate department, EMPLOYEE would be entitled to receive an increase in salary consistent with Exhibit "B" of the Elected and Appointed County Department Heads pay plan.

B. Retirement

1. During the term of this Agreement, EMPLOYEE's retirement shall be adjusted at the same time and in the same percentage applicable to other Elected and Appointed Department Heads of EMPLOYER.

C. Leave

1. It is acknowledged that EMPLOYEE's employment by EMPLOYER predates the Effective Date and that, as such, EMPLOYEE has existing balances of various leave categories. EMPLOYEE shall be entitled to use those existing balances in the same manner as other employees.

2. During the term of this Agreement, EMPLOYEE's leave accruals shall be accrued at the same level applicable to other Elected and Appointed Department Heads of EMPLOYER as described in the Compensation Plans for Elected and Appointed County Department Heads.

D. Other Benefits

1. During the term of this Agreement, EMPLOYEE's other benefits shall be received at the same level applicable to other Elected and Appointed Department Heads of EMPLOYER as described in the Compensation Plans for Elected and Appointed County Department Heads.

2. EMPLOYEE shall be eligible to participate in EMPLOYER's program of medical, dental and vision insurance, under the same terms applicable to other Elected and Appointed Department Heads as described in the Compensation Plans for Elected and Appointed County Department Heads.

SECTION 6. TERMINATION

While the Parties presently believe that their mutual success will be best achieved if this Agreement continues through the expiration of the term specified in Section 1 above, they acknowledge that circumstances may change during the term of this Agreement through no fault of either Party and they wish to make certain provisions that will ensure mutual success in the termination of the employment relationship created herein, should such become necessary or in the best interest of either Party.

A. End of Agreement

The Parties acknowledge that their respective needs are best served by a predictable transition at the end of the term specified in Section 1. Therefore, between 180 and 90 days prior to the date of termination specified in Section 1, either Party may provide written notice to the other Party of an intent to terminate the Agreement at its expiration. EMPLOYEE shall not be entitled to any Severance Payment if EMPLOYER elects not to renew this Agreement, but shall be entitled to cash payment for her accrued vacation and holiday balance in the same manner as other employees. In the event that EMPLOYER has not provided EMPLOYEE with notice of intent to either terminate or renew the Agreement within 90 days of the end of the Agreement term, EMPLOYEE's employment shall be extended for an additional 90 days.

B. Resignation During Agreement

EMPLOYEE may resign at any time and agrees to give EMPLOYER at least 45 days written notice of the effective date of any such resignation unless the Parties mutually agree to a shorter notice. EMPLOYEE shall not be entitled to any Severance Payment upon resignation,

but shall be entitled to cash payment for her accrued vacation and holiday balance in the same manner as other employees.

C. Termination Without Cause During Agreement

1. EMPLOYEE is an at-will employee serving at the pleasure of EMPLOYER's Board of Supervisors.

2. The Board of Supervisors may terminate EMPLOYEE at any time without cause by a majority vote of its members.

3. In the event that the Board of Supervisors terminates EMPLOYEE's employment without cause, EMPLOYER shall pay EMPLOYEE a Severance Payment equal to six months of the base salary on the effective date of termination. In addition to the Severance Payment, EMPLOYEE shall be entitled to cash payment for all accrued leave balances at the rate of her compensation at the time of termination.

4. In the event the EMPLOYEE is terminated by the EMPLOYER during the six (6) months immediately following the seating and swearing-in of one or more Board of Supervisors, and during such time that EMPLOYEE is willing and able to perform her duties under this Agreement, then, EMPLOYER agrees to pay Severance in accordance with Section 6.C.3., and an additional three months for a total of nine months of severance payments.

5. In the event that EMPLOYER refuses, following written notice of noncompliance, to comply with any provision in this Agreement benefiting EMPLOYEE, or EMPLOYER imposes a material reduction in the powers and authority of the County Administrative Officer, or EMPLOYEE resigns following a suggestion whether formal or informal by a majority of the Board of Supervisors that EMPLOYEE resign, then in that event EMPLOYEE may at EMPLOYEE's option be deemed to be terminated as of the date of such refusal to comply or suggestion to resign and the above severance pay provisions shall be actuated.

6. In the event that either the EMPLOYER and/or EMPLOYEE find the employment relationship unsustainable within the term of this contract, EMPLOYEE has the option to return to her previous position with the county with all accrued leave and benefits. Should EMPLOYEE elect to exercise this option, EMPLOYEE would only be entitled to the differential between CAO salary at the time, and the salary assigned to the position EMPLOYEE returns to, as Severance Payment.

D. Termination for Cause

1. EMPLOYEE may be terminated for one or more of the following causes:

- a. Conviction of a felony or of a misdemeanor involving moral turpitude
- b. Abuse of non prescription or prescription drugs, alcohol, or controlled substances that affect the performance of EMPLOYEE's duties
- c. Repeated and extended absences from EMPLOYEE's office and duties which absences have not been approved by the Board of Supervisors
- d. Violation of EMPLOYER's policies concerning harassment or workplace violence
- e. Material breach of the terms and conditions of this Agreement
- f. Non-performance of duties.

2. In the event EMPLOYER terminates EMPLOYEE for cause, then EMPLOYER may terminate this Agreement immediately and EMPLOYEE shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and

payments as may be required by law. EMPLOYEE shall not be entitled to any severance benefits.

3. In the event EMPLOYER terminates EMPLOYEE for cause, the Parties agree that neither EMPLOYEE nor any member of the Board of Supervisors nor any representative of EMPLOYER shall make any written or oral statement to members of the public or the press concerning the EMPLOYEE's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party.

SECTION 7. GENERAL PROVISIONS

A. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, then the remainder of this Agreement or portions thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

B. This Agreement may be amended at any time by mutual written agreement of the Parties.

C. The text herein represents the entire agreement of the Parties and no representations have been made or relied upon except as set forth in this Agreement which may be amended or modified only by a written fully executed agreement of the Parties.

D. This Agreement shall be construed in accordance with the laws of the State of California and the Parties agree that venue for legal action concerning any aspect of the Agreement in State Court shall be maintained in Humboldt County Superior Court and for an action in Federal Court shall be in the United States District Court for the Northern District of California.

SECTION 8. NOTICE

Any notice under this Agreement shall be delivered in person or by first class mail, postage prepaid, and shall be addressed as follows:

If to EMPLOYER,
Clerk of the Board of Supervisors
County of Humboldt
825 Fifth Street, Room 111
Eureka, CA 95501

If to EMPLOYEE,
Amy S. Nilsen
825 Fifth Street, Room 112
Eureka, CA 95501

IN WITNESS WHEREOF, EMPLOYER has caused this Agreement to be signed and executed on its behalf by the Chair of its Board of Supervisors and EMPLOYEE has signed and executed this Agreement, both in duplicate.



Chair, Board of Supervisors



Amy S. Nilsen, EMPLOYEE

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2015.

ICMA

Leaders at the Core of Better Communities

EXHIBIT B

2015-2016 AND 2016-2017 COMPENSATION PLANS FOR ELECTED AND APPOINTED COUNTY DEPARTMENT HEADS

Applicability

This plan covers the salaries and benefits of elected and appointed department heads of the County of Humboldt *as listed in Attachment 1 and 2 to this Exhibit (excluding the Board of Supervisors)*.

Public Employees' Retirement System

I.R.S. Code Section 414 (H) (2)

The County shall implement I.R.S. Code Section 414 (H) (2) by having employees pay their own required members contributions to the Public Employees' Retirement System. This shall apply to both miscellaneous and safety categories.

Tier One Retirement Plan: For miscellaneous employees hired by the County prior to June 6, 2012, the retirement formula shall be 2.7%@55 and have a final compensation period of the single highest year salary. For safety employees covered by this pay plan and hired prior to January 1, 2013, the retirement formula shall be 3%@50 and have a final compensation period of the highest three (3) year average salary.

Tier Two Retirement Plan: For miscellaneous employees first hired by the County on June 6, 2012 through December 31, 2012, the retirement formula shall be 2%@55 and have a final compensation period of the highest three (3) year average salary. For safety employees covered by this pay plan, effective January 1, 2013, the retirement formula shall be 2.7@57 and have a final compensation period of the highest three (3) year average salary consistent with PEPRA.

Tier Three Retirement Plan: For miscellaneous employees first hired by the County (as defined in PEPRA) on or after January 1, 2013, the retirement formula shall be 2%@62 and have a final compensation period of the highest three (3) year average salary in compliance with PEPRA.

Retirement Cost Sharing GC 20516: *Effective with the first full pay period in April of 2016, at the same time as the three (3) percent salary increase identified in "Salary Adjustments" section of this document goes into effect, all employees in this unit receiving miscellaneous or safety retirement benefits shall share/pay three (3) percent of pensionable income towards the Employer CalPERS retirement rate. . The County shall take the appropriate steps to amend its contract with CalPERS so that employee contributions towards the employer retirement rate are credited to the employee's account with CalPERS (in accordance with Section 20516 of the Government Code).*

Salary Adjustments:

- A. *Effective the first full pay period in April of 2016, all employees in this unit shall receive a three (3) percent or six (6) salary ranges increase to base pay.*
- B. *Effective the first full pay period in July of 2016, all employees in this unit shall receive a two (2) percent or four (4) salary ranges increase to base pay.*
- C. *Effective the first full pay period in January of 2017, all employees in this unit shall receive a two (2) percent or four (4) salary ranges increase to base pay.*
- D. *One Time Non-Recurring, Non-Pensionable, Lump Sum Payments to all employees in this unit*
 - 1. *Effective with the first full pay period in April of 2016, all employees in this unit shall receive a one-time, non-recurring, non-pensionable lump sum in the amount of \$1000.*
 - 2. *Effective with the first full pay period in January of 2017, all employees in this unit shall receive a one-time, non-recurring, non-pensionable lump sum payment of five hundred (\$500.00) dollars.*

Sick Leave Payoff

Employees newly hired into an appointed department head position after December 31, 1996 shall not be eligible for compensation for unused sick leave upon separation from County service. Employees promoted/appointed to an appointed department head position after December 31, 1996 shall be eligible for compensation for unused sick leave upon separation from County service if their original hire date was prior to January 1, 1997.

Sick Leave Conversion

Any County employee hired prior to January 2, 1997, may, in the 36 months prior to retirement, elect to have any portion of accumulated sick leave that is subject to compensation upon retirement, compensated by having the cash equivalent deposited into deferred compensation, subject to applicable State and Federal laws. The amount of sick leave an employee may elect to convert is based upon their sick leave payoff compensation percentage as of the date they make the deposit(s). Employees must have completed at least 14 years of continuous service to the County to be eligible for sick leave conversion. The employee may elect to do this in one deposit or to have up to three separate deposits in three separate calendar years.

At no time shall an employee reduce their accumulated sick leave to less than three weeks by deposit into deferred compensation.

Any sick leave subject to compensation that remains upon separation shall be paid to the employee by check or by deposit into deferred compensation, at the employees' option.

Holidays

Appointed department heads shall receive a total of two floating holidays each fiscal year. One of the floating holidays must be used during the fiscal year earned and does not carry over into the next fiscal year.

Administrative Leave for Appointed Department Heads

- A. Ten (10) days of administrative leave will be available to each appointed department head, effective the first pay period beginning in July through the last pay period beginning in June. Such leave shall not be carried into succeeding fiscal years, and such leave shall be forfeited upon termination of employment. Employees hired into an appointed department head position shall receive ten (10) days of administrative leave effective upon the date of hire, and may be allowed to use such leave immediately.
- B. Under unusual circumstances, an appointed department head unable to utilize the unused administrative leave they had when appointed as a department head may request that the unused administrative leave be carried into the next fiscal year. The employee must have been in an acting appointed department head status for at least 4 full calendar months to be eligible to request the carry over. The employee must make the request in writing to the Personnel Director on or before June 15. Administrative leave carried over but not used prior to September 30 shall be forfeited.

Vacation Conversion

Appointed department heads shall have the option to convert up to twenty days of vacation credit to cash or as a contribution to the County's deferred compensation plan. Such conversion shall be administered as follows:

1. Employees may request to convert vacation credit during the month of November, on a form provided by the Auditor-Controller's Office.
2. Said conversion shall be paid to employees or contributed to the County's deferred compensation plan on either the first or second payday in December.

3. Employees may convert up to twenty regular work days of vacation credit to cash or as a contribution to the County's deferred compensation plan.
4. Employees may only request vacation conversion one time per calendar year.

Benefits

In addition to benefits which may be provided by other written policies, the following benefits will be made available to elected and appointed department heads:

- A. Life insurance in the amount of \$20,000
- B. Annual Physical Examination

All elected and appointed department heads covered by this Plan shall be eligible for a physical examination every other fiscal year. The County shall pay for such exam. Prior to the implementation of this benefit, the contents of the physical examination and the provider for the exam shall be mutually agreed to by the County and representatives of the elected and appointed department heads covered by this Plan.

Catastrophic Leave (Appointed Department Heads)

- A. Definition of Catastrophic Illness or Injury

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, domestic partner, son or daughter that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. An employee's job related illness or injury subject to workers' compensation coverage shall not be eligible for this catastrophic leave provision.

- B. Conditions Under Which Paid Leave Time May Be Donated to an Employee
 1. Any employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.
 2. Donations must be made in increments of one regular work day (or more) from the donating employee.

3. The donation of paid leave time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee or will be converted to cash upon the employee's separation from County employment.
4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as holiday credit.
5. Employees donating paid leave time shall do so in writing on a form developed by the County.
6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

C. **Conditions Under Which Paid Leave Credits May be Used**

1. The employee requesting to use "catastrophic leave" shall submit a written request to the County Administrative Officer (C.A.O.) for review. The request must include a written statement from a licensed physician verifying the illness or injury. If the C.A.O. approves the request it shall be forwarded to the Auditor-Controller for implementation, along with the form from the employee donating time to the affected employee.
2. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing catastrophic leave.
3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
4. Only employees who accrue vacation are eligible to receive donated paid leave time.
5. The use of donated paid leave time shall not exceed three months for any one catastrophic illness/injury.
6. In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is unable to work in his/her regular job.

Voluntary Furlough

Appointed department heads may request a voluntary unpaid furlough using the following guidelines:

1. The leave (furlough) would be granted only after prior approval of the appointing authority.
2. Leave is not to exceed 520 hours per year.
3. Leave is not to be used in lieu of medical leave.
4. Credits toward sick leave, vacation, and holiday eligibility would accrue as if the employee were in paid status.
5. Leave shall be granted without requiring the employee to use other accumulated leave time first.
6. Leave shall be granted only to those employees who are in paid status the entire work day before and the entire work day after the leave day(s).
7. Leave shall not be available to employees on other leave without pay.

Longevity Incentive Pay

Employees who have ten (10) years of interrupted continuous County service shall be eligible for an increase in compensation of 5%.

Longevity calculations shall be counted from the initial date of hire into any regular or grant position as long as there has been no separation from County service. Time spent in layoff status, on medical leave or any unpaid leave greater than 30 calendar days shall not be counted as time worked for longevity calculations. Should an employee be separated from County employment due to layoff, and then return to regular County employment while in layoff status their calculation for longevity purposes shall be based on their initial date of hire into a regular or grant position prior to the date of layoff. Effective July 8, 2007, employees who have twenty (20) years of uninterrupted continuous County service shall be eligible for an increase in compensation of an additional ten (10) salary ranges (approximately 5%).

Compensation Increase for Added Workload/Staffing/Program Responsibilities

Should a department head have a significant increase in regular employee staffing levels; and/or workload due to increased overall number of County employees; and/or added defined or separate programs increasing their individual department responsibility, they shall be eligible for added compensation utilizing the following criteria:

1. A combination of increased staffing and workload as well as the addition of at least 1 major new defined or separate program.

2. A combination of increased regular employee staffing (at least 50% over the immediately preceding 10 years) and the addition of several major new programs.

It is understood that the programs must be new, have significant impact on the responsibility level of the department head and must be substantially different in nature from programs that were provided previously or must be a major addition to a current program, for example, Managed Care in the Mental Health Department.

Added compensation shall range from a minimum of 5% (for #1 above) to a maximum of 10% (#2 above). The Board of Supervisors may increase the compensation within the range of 5% to 10% should they determine that the increased individual department head responsibility falls somewhere between #1 and #2.

A department head who believes they meet the criteria for added compensation under this policy should send a letter to the County Administrative Officer (CAO) and Personnel Director, requesting consideration under the policy and stating the specific reasons why they should be considered. The CAO and Personnel Director shall review the request and prepare a report to the Board of Supervisors with their recommendation(s). If added compensation is approved by the Board of Supervisors said increase shall be effective the first day of the pay period following approval by the Board of Supervisors.

ATTACHMENT 1
MONTHLY SALARIES FOR
APPOINTED DEPARTMENT HEADS
UNIT 10

ADOPTED 1-19-16

CLASS	SALARY RANGE EFFECTIVE 4-10-16	SALARY RANGE EFFECTIVE 7-3-16	SALARY RANGE EFFECTIVE 1-1-17
Agricultural Commissioner-Sealer of Weights and Measures	\$9,426	\$9,614	\$9,806
Chief Probation Officer	\$10,603	\$10,815	\$11,031
Children and Families Commission Director	\$6,822	\$6,958	\$7,097
Conflict Counsel	\$11,453	\$11,682	\$11,915
County Administrative Officer	\$14,796	\$15,092	\$15,393
County Counsel	\$13,345	\$13,612	\$13,884
County Librarian	\$8,976	\$9,156	\$9,339
Director - Department of Health and Human Services	\$14,077	\$14,359	\$14,646
Director of Child Support Services	\$10,529	\$10,740	\$10,954
Director of Human Resources	\$11,382	\$11,610	\$11,842
Director of Planning & Building	\$9,481	\$9,670	\$9,864
Director of Public Works	\$11,090	\$11,312	\$11,538
Public Defender	\$12,025	\$12,266	\$12,511

ATTACHMENT 2
MONTHLY SALARIES FOR
ELECTED DEPARTMENT HEADS
UNIT 11
Adopted 1-19-16

CLASS	SALARY RANGE 4-10-16	SALARY RANGE 7-3-16	SALARY RANGE 1-1-17
Assessor	\$9,729	\$9,923	\$10,122
Auditor-Controller	\$9,729	\$9,923	\$10,122
District Attorney	\$13,561	\$13,832	\$14,109
Recorder	\$9,729	\$9,923	\$10,122
Sheriff - Coroner Public Administrator	\$14,074	\$14,355	\$14,643
Treasurer-Tax Collector	\$9,729	\$9,923	\$10,122