Item available for public inspection in the Clerk's office during regular business hours (Monday – Friday, 9 AM – 5 PM)

April 2, 2024
Regular Meeting

Item #7d. – Redline Attachments

2.04.030 Compensation.

A. The salary of members of the board of supervisors not serving as chair shall be 26.5% of the salary paid to judges of the superior courts of California as calculated pursuant to Government Code section 68203 or any successor thereto. Any future changes to the salaries of said judges shall apply, prospectively only, to the salaries of members of the board of supervisors as necessary to maintain the members' salaries at 26.5%.
B. The salary of the chair of the board of supervisors shall be 28.5% of the salary paid to judges of the superior courts of California as calculated pursuant to Government Code section 68203 or any successor thereto. Any changes to the salaries of said judges shall apply, prospectively only, to the salary of the chair of the board of supervisors as necessary to maintain the chair's salary at 28.5%.
C. Members of the board and their dependents shall be entitled to the same medical care, dental care, and vision care coverage provided to all county employees, and to the same term life insurance provided to all county department heads (elected and appointed). Members of the board shall also continue to have the option of being members of the California Public Employees Retirement System (CalPERS), and shall be responsible for paying the employee's share of any retirement contributions owed to CalPERS as determined by the County's contract with CalPERS and County policy, and also any employee share of the "normal cost" of retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA)."

~~The salary of members of the board of supervisors is set at four thousand seven hundred ninety-two dollars per month, with the exception of the chair of the board whose salary is set at five thousand two hundred two dollars per month. In addition, the members of the board and their dependents shall be entitled to the same medical care, dental care, and vision care coverage provided to all county employees, and to the same term life insurance provided to all county department heads (elected and appointed). Members of the board shall also continue to have the option of being members of the California Public Employees Retirement System (CalPERS), with the employee's share of any CalPERS contributions being paid by said board members (as it is by other county officers and employees).~~

MONO COUNTY POLICY REGARDING THE BENEFITS OF AT-WILL AND ELECTED MANAGEMENT-LEVEL OFFICERS AND EMPLOYEES
(Adopted April 2, 2024)

ARTICLE 1. INTRODUCTION

The purpose of this policy is to memorialize the non-salary benefits generally provided by the County to its at-will management-level officers and employees. Additional, different, or even lesser benefits may be specified pursuant to the express terms of a written agreement between an employee and the County. In the event and to the extent that a conflict exists between any provision of this policy and such agreement, the terms of the agreement shall prevail as to that employee. Certain benefits set forth herein (e.g., vacation and sick leave) are, by their nature, only appropriate or legally available for employees, as opposed to elected officials, due to differences between the natures of employees and elected officials. Where such differences exist, they are specifically noted in the policy. The Board of Supervisors may amend this policy from time to time.

ARTICLE 2. COVERED OFFICERS AND EMPLOYEES

This policy applies to: elected and appointed department/agency heads, including the county counsel and the county administrative officer; management level employees, deputies and assistants serving under individual at-will employment agreements with the County; and members of the board of supervisors (hereafter “covered officers” and/or “covered employees”).

This policy shall not apply to any independent contractor, nor to any person who serves the County pursuant to a contract with another public agency. Furthermore, as noted above in Article I, the express terms of an individual employment agreement applicable to one of the foregoing officers or employees may exclude various benefits or provide for lesser, different, or waived benefits, and such terms shall prevail over any provision of this policy. Finally, note that the County may, in its discretion, extend or otherwise apply any of the principles of this policy to officers or employees other than those expressly mentioned above.

ARTICLE 3. HEALTH, LIFE, AND DISABILITY INSURANCE

A. Each covered officer and employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 4 and 5.

B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered officers and employees and their dependents by the County pursuant to this Policy.

C. The County shall continue to participate in the CalPERS medical insurance program, or other comparable insurance program, on behalf of covered officers and employees.

D. The County shall pay only the statutory amount prescribed by Government Code section 22892 per officer or employee per month for CalPERS medical insurance.

E. Life Insurance. The County shall provide covered officers and employees with term life insurance in the amount of fifty thousand dollars ($50,000), applicable during their active service to the County (not after their retirement or other termination of employment or service).

F. Disability Insurance (Not Applicable to Elected Officers). The County shall enroll, and pay the premiums for, all covered employees to provide coverage under the State Disability Insurance (SDI) program. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:

(1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 6); and

(2) The medical portion of Social Security.

G. Health Care Coverage for Retirees and Post-Retirement Health Beneficiaries.

(1) A "retiree" is a former covered officer or employee whom CalPERS considers to be a County retiree/annuitant, but who is not a post-retirement health beneficiary as described in this policy. The County shall pay the statutory amount prescribed by Government Code section 22892 per month for each retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the County.

(2) A "post-retirement health beneficiary" or “PRHB” is a former covered officer or employee who falls within one of the following categories:

- Was hired or elected prior to January 1, 1986, held permanent employment status or was holding elected county office and was age fifty (50) or older on the date of his or her retirement, and had accrued at least five (5) years continuous service with the County immediately preceding the date of retirement;
- Was hired or elected between January 1, 1986, and June 30, 1987, held permanent employment status or was holding elected county office and was age fifty (50) or older on the date of his or her retirement, and had accrued at least ten (10) years continuous service prior to retirement;
- Was hired or elected between July 1, 1987, and January 1, 1996, held permanent employment status or was holding elected county office and was age fifty (50) or older on the date of his or her retirement, and had accrued at least fifteen (15) years continuous service prior to retirement;
- Was hired or elected between January 1, 1996, and December 31, 2001, held permanent employment status or was holding elected county office and was age fifty-five (55) or older on the date of his or her retirement, and had accrued at least twenty (20) years continuous service immediately prior to retirement.

With respect to any elected official who was a county employee immediately preceding his or her first election to office, the official's tier under this definition shall be based on his or her date of hire as an employee and his or her years of prior service as a county employee shall be counted along with years of service as a county officer, provided all such service was continuous.

PRHBs shall receive those benefits after retirement set forth in Article 8, unless they have at any time elected to participate in the County’s 401(a) retirement plan.

ARTICLE 4. DENTAL CARE PLAN

The County shall provide all covered officers and employees and their dependents with the County dental plan. The current County dental care plan shall be the minimum base coverage.

ARTICLE 5. VISION CARE PLAN

The County shall provide all covered officers and employees and their dependents with a vision care plan. The current Vision Care Plan C shall be the minimum base coverage.

ARTICLE 6. CAFETERIA PLAN

A. For covered officers and employees enrolled in PERS Gold (formerly PERS Select) insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PERS Gold premium for the coverage tier in which the covered officer or employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. For covered officers or employees enrolled in a PERS insurance plan other than PERS Gold, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Platinum (formerly PERS Choice) premium for the coverage tier in which the covered officer or employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.

B. With respect to any covered officer or employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the County with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the County shall contribute to the Cafeteria Plan three hundred dollars ($300) per month for that non-enrolled officer or employee. Notwithstanding the foregoing, no officer or employee (regardless of date of assuming office or date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection, unless they were already receiving such a contribution prior to August 1, 2011.

ARTICLE 7. 401(a) PLAN

A. Any covered officer or employee originally hired or elected on or after January 1, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 8, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan established by the County, as described more fully below. Any active officer or employee who was originally hired or elected prior to January 1, 2002, may also elect to receive County contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the post-retirement benefit provided by paragraphs B and C of Article 8.

B. The County has established and fully implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall contribute into the Section 40l(a) Plan an amount on behalf of each covered officer or employee electing to participate under this Article equal to the amount contributed by that officer or employee from his or her own pre- tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to officer or employee contributions) but not to exceed 3% of the officer or employee's pre-tax base salary. Accordingly, if an officer or employee contributed a total of 1-3 % of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the officer’s or employee's 457 contribution; if an officer or employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the officer's or employee's pre-tax salary and would not fully match the officer's or employee's 457 contribution. The officer or employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each officer or employee shall vest -- that is, earn the right to withdraw - the County's contributions into the 401(a) Plan on their behalf, based on years of County service as set forth more fully below.

C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating officer or employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of separation from County service:

Years of County Service	Portion of Account Value Vested
1 year or less	0%
1 year plus 1 day	10%
2 years plus 1 day	20%
3 years plus 1 day	40%
4 years plus 1 day	60%
5 years plus 1 day	80%
6 years or more	100%

D. <u>County Contribution (By January 1, 2025)</u>

Upon implementation by the County and by no later than January 1, 2025, the following shall take effect, and shall thereupon supersede and replace the above subsections B and C.

County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. County shall continue to contribution into the Section 401(a) Plan an amount on behalf of each Employee electing to participate in this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions), but not to exceed five percent (5%) of the Employee's pre-tax salary. Accordingly, if an Employee contributed a total of one to five percent (1-5%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employee's 457 contribution; if an Employee contributed more than five percent (5%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would be five percent (5%) (and not more) of the Employee's pre-tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided in the 401(a) Plan.

E. In addition to and notwithstanding the foregoing, officers' or employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 8. BENEFITS FOR POST-RETIREMENT HEALTH BENEFICIARIES

A. Each post-retirement health beneficiary (or PRHB) as defined in Article 3 will be eligible for a flexible credit allowance under the County's Section 125 Cafeteria Plan (See Article 6) as set forth below, unless he or she has at any time prior to retirement opted to participate in the County's Section 401(a) Plan (see Article 7).

B. The amount of the flexible credit allowance shall be computed as follows:

(1) Post-retirement health beneficiaries who enroll in CalPERS medical insurance, shall receive a flexible credit allowance equal to the monthly amount of the PERS Platinum premium based on the residency and coverage tier (PRHB and up to one dependent) in which the PRHB is enrolled, minus the statutory amount prescribed by Government Code section 22892 per month, which shall instead be paid by the County directly to PERS, and minus the same monthly amount that the PRHB was contributing toward their medical insurance premiums as an active employee on January 1, 2020. For example, if an employee was contributing $50 per month toward his or her medical insurance as an active employee on January 1, 2020, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a PRHB pursuant to this subsection. Note that under this formula, while the PERS Platinum premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the PRHB was contributing as an active employee does not vary.

(2) All PRHBs who are eligible for Social Security Medicare coverage must enroll in such coverage to be eligible to receive a flexible credit allowance under this Article. The amount of the flexible credit allowance shall be determined as set forth above, but shall be based on the premium for the PERS Supplement/Managed Care policy.

(3) Each PRHB, and one dependent, shall also be eligible to receive the same dental and eye-care benefits provided to covered officers and employees in Articles 4 and 5 of this policy.

ARTICLE 9. VACATION ACCUMULATION (Not Applicable to Elected Officers)

A. Covered employees shall accrue vacation benefits as follows:

Initial employment	15 days per year
After 10 years of service	17 days per year
After 15 years of service	19 days per year
After 20 years of service	20 days per year

For purposes of this benefit, a "day" means eight (8) hours and assumes full-time employment. Covered employees working less than a full-time schedule shall accrue a prorated amount of vacation days per year.

B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any covered employee shall not exceed 400.

C. If a covered employee's total accumulated vacation hours exceed 400, then their vacation accrual will cease until the covered employee's accumulation of vacation days falls to or below 400 hours.

D. Any covered officer or employee who has accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

ARTICLE 10. SICK LEAVE (Not Applicable to Elected Officers)

A. Sick leave for each covered employee shall commence to accrue upon the covered employee's date of employment at the rate of one (1) full day of sick leave for each month of full-time service, to a maximum accrual of one hundred and twenty (120) sick leave days (960 hours). Part-time employees accrue a prorated amount based on the percentage of full-time work provided. Upon termination, the employee shall be compensated for accrued sick leave as follows:

(1) If the employee has worked for the County for less than five (5) years, no amount shall be paid for accrued sick leave.

(2) If the employee has worked for the County for five (5) or more years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.

(3) If the employee has worked for the County for ten (10) or more years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.

B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base salary on the date of separation.

ARTICLE 11. MERIT LEAVE (Not Applicable to Elected Officers or At-Will Employees covered by FLSA)

A. By the nature of their positions, most covered employees are exempt from payment of overtime compensation under the Fair Labor Standards Act (FLSA) and will not be paid overtime by the County for hours worked in excess of 40 hours per week. FLSA-exempt employees are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails full-time exempt employees being available for more than 40-hours per workweek (or a lesser amount in the case of part-time exempt employees) and outside of normal business hours.

B. In consideration of these expectations, the lack of overtime pay and job complexities, eighty hours (80) of merit leave per calendar year is awarded to full-time exempt employees (not elected officials); part-time exempt employees may be awarded a prorated lesser amount based on their regular schedule. Merit leave is not an hour-for- hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial award for exempt employees shall be prorated based upon the remainder of the calendar year (unless stated otherwise in an individual's at-will agreement).

C. Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is awarded, or it is lost unless provided otherwise by Resolution of the Board. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.

D. Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time exempt employee works fewer than 80 hours during any two-week payroll period; or a prorated lesser number of hours during any two-week payroll period in the case of part-time exempt employees. A two-week payroll period means fourteen consecutive calendar days beginning on a Sunday as designated by the Finance Department.

F. Those at-will employees who have been determined by the County to be covered by the FLSA (i.e., not exempt) shall be subject to the rules regarding overtime and compensatory time-off (CTO) set forth in the Memorandum of Understanding (MOU) between the County and the Mono County Public Employees (MCPE) bargaining unit or, for FLSA-covered employees within the District Attorney's office, the MOU between the County and the Deputy Sheriffs' Association.

ARTICLE 12 COUNTY HOLIDAYS (not applicable to elected officials)

Covered employees shall be entitled to the same County holidays as provided to represented employees. In the event of a difference between the holidays provided to the County's various bargaining units, covered employees shall be entitled to those holidays provided to any bargaining unit.

ARTICLE 13. PERS RETIREMENT

A. Covered employees are members of the CalPERS retirement system and are eligible to earn benefits accordingly. For elected officers, membership in the CalPERS system is optional, except to the extent otherwise specified by the Public Employees' Pension Reform Act of 2013 (hereinafter "PEPRA"). Actual benefits are governed by law and the County's current contracts with CalPERS. Covered miscellaneous employees hired or otherwise taking office after December 31, 2012, are provided with "2% at 62" PERS Retirement Benefits as mandated by PEPRA; however, covered employees hired or otherwise assuming office within six months of leaving a previous public employer with pension system reciprocity are not considered new and may be eligible for the plan in effect on December 31, 2012, which in Mono County was "2.5% at 55" for miscellaneous employees. Covered miscellaneous employees hired or otherwise taking office between April 10, 2012, and December 31, 2012, are provided with PERS "2.5% at 55" retirement. Any covered miscellaneous employees hired or otherwise taking office prior to April 10, 2012, are provided with PERS "2.7% at 55" retirement.

B. The Sheriff-Coroner, if opting to be a member of CalPERS, and the Undersheriff, are safety members of the Local Sheriff coverage group and receive benefits at the level specified by PEPRA based on their applicable dates of assuming office or date of hire and the level of benefits in place under the County's contract with CalPERS on that date for the Local Sheriff coverage group (or based on the plan in effect on December 31, 2012, in the event they are hired or otherwise assume office within six months of leaving a previous public employer with pension system reciprocity as described above).

C. At-will employees and elected officials who are safety members of the County Peace Officer coverage group and receive benefits at the level prescribed by PEPRA for that coverage group based on their date of hire (or based on the plan in effect on December 31, 2012, in the event they are hired within six months of leaving a previous public employer with pension system reciprocity as described above).

D. Covered officers and employees who are members of the CalPERS system pay the employee's (or "member's") contribution for applicable PERS coverage and retirement, which shall be the same amount as bargaining unit members enrolled in the same CalPERS retirement plan. (Note: To the extent mandated by PEPRA and based on date of hire or assuming office, new officers and employees may also be required to pay 50% of the "normal cost" for their PERS retirement benefits.) The County has implemented an IRS 414H2 program for all covered officers and employees in order to facilitate the officer's or employee's

PERS contributions and to provide for tax deferred payment of the officer's or employee's PERS contributions.

E. The County's contract with CalPERS provides eligible covered officers and employees with Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code Section 21574).

ARTICLE 14. SEVERANCE PAY (Not applicable to elected officers)

A. In the event of a termination without cause occurring after the employee has successfully completed twelve (12) months of employment in the position for which they were hired, the employee shall be entitled to severance pay as follows:

(1) CAO, County Counsel, Department Heads – Six (6) months' base pay
(2) Non-department head at-will employees – Two (2) months' base pay (applicable to employees hired after May 1, 2024, excluding any employee moving from one at-will position to another and who was eligible for six (6) months' severance pay under their prior at-will agreement).

B. If a covered employee has taken an extended leave of more than 30 days during the initial 12-month period described above, then that period may be extended, in the discretion of the appointing authority, by the number of days of leave taken. There shall be no entitlement to severance pay in the event the appointing authority has grounds to discipline the employee at the time of termination or for termination (with or without cause or grounds for discipline) during the first twelve (12) months of employment, including any extension thereto under this paragraph.

ARTICLE 15. TRAVEL AND PER DIEM REIMBURSEMENT; MOVING EXPENSES

A. Travel policies, per diem expenses and reimbursement for non-travel-related food and beverage are governed by policies and procedures adopted by resolution of the Board of Supervisors and codified in the Mono County Policies Manual, as same may be amended by Board resolution from time to time and unilaterally implemented.

B. Newly-hired covered employees (but not elected officials) who relocate to Mono County for purposes of their employment with the County may be reimbursed up to $5,000 in moving costs upon presentation of receipts demonstrating such expenditures and provided such expenses would be exempt from taxation under IRS rules. Reimbursable costs include: moving company costs, transport vehicle rental and fuel costs (e.g., U-Haul or similar), lodging and per diem as part of a move that requires overnight travel in (or up to) the amounts set forth in the County's Travel Policy, and other similar expenses which may be approved and authorized in writing by the County Administrative Officer, provided that total reimbursement does not exceed $5,000.

In the event that a covered employee has received reimbursement under paragraph B, but voluntarily resigns or separates from County employment within two years of the start date of employment, they shall owe the County any amounts received, pro-rated based on time worked, which amounts shall be withheld from the employee's final paycheck. If the amount of that final paycheck is insufficient to cover the required repayment, then any remaining amount shall be repaid by the employee.

MONO COUNTY POLICY REGARDING
COMPENSATION OF AT-WILL AND ELECTED MANAGEMENT-LEVEL
OFFICERS AND EMPLOYEES
Adopted ~~June 15, 2021~~April 2, 2024

I. INTRODUCTION

The purpose of this policy is to provide a fair, consistent, long-term approach to compensating the County's at-will, and where applicable elected, management-level officers and employees and to remain competitive in the marketplace in order to attract and retain high quality employees. Under this policy, covered positions will be compensated at a level equal to at least the ~~65th percentile salary~~average of the surveyed salaries~~,~~ taking into consideration internal equity, of the surveyed ~~counties~~ jurisdictions when they reach Step C ~~E~~ in the Salary Matrix. Annual cost of living adjustments (COLA) will be made to salaries and ~~A~~a salary survey of ~~these~~ benchmark positions will occur every ~~three~~ five years ~~in January (the first was conducted in January 2021, the next will occur in January 2024 and so on)~~ to maintain the ~~65th percentile~~average salary/internal equity market position objective ~~and to account for any increases in the cost of living during the years between surveys~~. In the event that conduct of the ~~triennial~~ survey is delayed for any reason, it shall be commenced as soon as reasonably practicable. Under this policy appointed (non-elected) employees, upon reaching Step E on the matrix, may also earn temporary, additional "performance pay" as an incentive for rendering high levels of exemplary service to the County in accordance with pre-established standards and goals. ~~(NOTE: Performance-based pay is not available to elected officials.)~~

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II. DEFINITIONS

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For the purposes of this policy, the following definitions shall apply:

~~A. Covered Position. At-will management-level positions, including elected positions, of Mono County that are covered by this policy. See Section III.~~

A. ~~Base Salary~~Anniversary Date. The Anniversary Date is the date Step increases are implemented for eligible employees. ~~Base Salary means minimum salary. Base Salary does not include the value of any non-monetary benefits nor any additional amounts paid or reimbursed by the County as part of an individual's compensation package, such as automobile allowance, cell-phone allowance, membership dues, or travel and educational expenses.~~For at-will positions which are not vacant as of April 2, 2024, the Anniversary Date shall be March 31, 2024. For positions which are vacant, subsequently created, or which subsequently become vacant after April 2, 2024, the Anniversary Date is the start date of employment in the position by the employee filling the position.

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B. Base Salary. Base Salary means minimum salary. Base Salary does not include the value of any non-monetary benefits nor any additional amounts paid or reimbursed by the County as part of an individual's compensation package, such as insurance premiums, cell-phone allowance, membership dues, or travel and educational expenses.

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~~B.~~C. Benchmark Positions. Where the Board of Supervisors determines that a salary survey conducted under this policy shall include only certain specified positions, those positions are Benchmark Positions, and the salary for all other Covered Positions shall be determined as a percentage of Market Salary for the appropriate Benchmark Position.

D. Control-P~~p~~oint Salary. The average of the raw (unadjusted) salary data obtained from surveying positions at comparable ~~counties~~jurisdictions. Control-P~~p~~oint S~~s~~alaries may be adjusted as needed to ensure internal equity to arrive at "Market Salary" for a position.

E. Covered Position. At-will and elected management-level positions of Mono County that are covered by this policy. See also Section III.
~~C.~~

~~D.~~F. Department Head. Department Heads include the following appointed and elected officials: ~~Director of Animal Services,~~ Assessor, Director of Behavioral Health, County Administrative Officer, Clerk-Recorder/Registrar of Voters, County Counsel, Director of Community Development, District Attorney, Director of Economic Development, Director of Finance, Director of Information Technology, Chief of Emergency Medical Services, Chief Probation Officer, Director of ~~Public~~ Health and Human Services, Sheriff, Director of Public Works, ~~Director of Social Services~~ and any other department head position which may be created by the County while this policy is in effect.

~~E.~~G. Elected Official. Elected Official means members of the Board of Supervisors, the District Attorney, Assessor and Sheriff.

~~F.~~H. Market Salary. Market S ~~s~~alary means the ~~salary, by position, determined by calculating the 65th percentile of salary among the surveyed counties and adjusting~~Control-Point Salary for a position which has been adjusted, ~~that amount~~ if needed, to obtain internal equity among positions at Mono County and, for non-Benchmark Positions, multiplied by the specified percentage (or ratio) of the appropriate Benchmark Position. Market Salary is reflected as Step C of each Range on the Salary Matrix.

I. Salary Matrix. Salary Matrix is the~~a~~ chart or graph showing Base Salaries (with R~~r~~anges ~~which are~~shown as ~~-~~vertical rows and S~~s~~teps ~~which are the~~as horizontal columns) for at-will management level positions adopted by resolution of the Board of Supervisors. In the event of a conflict between an adopted Salary Matrix and this policy, the Salary Matrix shall govern.

~~G.~~J. Y-Rated. When a salary survey conducted pursuant to this policy indicates that the salary for a Covered Position is at or above the salary identified as Step E for the position, the salary shall not be subject to cost-of-living adjustment, performance pay, or other adjustment (i.e., the salary shall be "Y-Rated"). The salary for a Y-Rated position shall remain unchanged until a subsequent salary survey increases Step E of the salary range to a level that is greater than the existing salary. Upon such occurrence, the position shall no longer by Y-Rated and the position's salary shall thereafter be adjusted in accordance with this policy.

III. COVERED POSITIONS

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A. ~~When this policy is fully implemented, it will apply to~~This policy shall apply to the following County positions (Covered Positions), except as otherwise provided in the policy:

i. Appointed and elected department head positions; and

ii. At-will management-level, deputy, and assistant department head positions; and

iii. All other at-will positions where so indicated in the terms and conditions of employment for the position. ~~; and~~

~~iv. The position of member of the Board of Supervisors, except that any changes to the salaries paid to members of the Board of Supervisors must be adopted by ordinance and are not effective unless and until such ordinance is adopted and takes effect.~~

B. On a case-by-case basis as determined by the Board of Supervisors this policy shall not apply to any position, the duties or work of which generally demand fewer than 40 hours of personal time per week; to any independent contractor; nor to any person who serves the County pursuant to a contract with another public agency. The Board of Supervisors may, in its discretion, extend or otherwise apply any of the principles of this policy to positions other than those described above. ~~B.~~

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IV. SALARY SURVEY

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A. Survey ~~Counties~~Jurisdictions. Every ~~three~~ five years, or as close thereto as reasonably practicable, the ~~in January, commencing in January of 2024, the~~ County shall survey the salaries of Covered Positions (or of ~~covered positions~~Benchmark Positions, in the discretion of the Board of Supervisors) in those jurisdictions identified in the most recently-completed salary survey for the Mono County Public Employees (MCPE) bargaining unit. ~~the following fourteen counties: Inyo, Amador, Calaveras, Nevada, Tuolumne, Yuba, Sutter, Mariposa, Colusa, Madera, San Benito, Tehama, Trinity, and Siskiyou (see Exhibit A: Survey Agencies – 14 Optimized). In the event that the triennial salary survey is not completed in January in any given year, it shall be completed as soon as reasonably practicable thereafter.~~ The Board may, in its sole discretion, substitute other ~~counties~~ California jurisdictions ~~for any of those listed above~~ or add to or delete from ~~this~~ the list of comparable jurisdictions, as appropriate, to sustain optimized and relevant comparisons for future surveys.

B. Survey Methodology and Assumptions. Positions in surveyed ~~counties~~ jurisdictions with similar or identical titles to Covered Positions (or ~~covered~~ Benchmark P~~p~~ositions if used) in Mono County shall be conclusively presumed to be fair and reasonable comparisons to Mono County positions, regardless of any actual differences in duties, responsibilities, skill level, level of effort or other factor. The average salary obtained from such~~se~~ survey salaries and, for Benchmark-only surveys the assigned ratio between positions, ~~are~~ shall be determined~~referred to in this policy as "control-point salaries"~~. Other positions may be included or excluded in future surveys for comparison in the discretion of the CAO based on best human resources practices at the time of the survey, and as new information or clarity emerges regarding position duties, titles, or responsibilities.

C. Adjustment for PERS Contributions. The practices of comparable ~~counties~~ jurisdictions related to employee/er PERS contributions shall be considered in order to most fairly and equitably compare the Base Salaries in those ~~counties~~ jurisdictions to Base Salaries in Mono.

D. Determination of ~~65th Percentile and~~ Market Salary. The ~~65th percentile~~average salary of surveyed ~~p~~positions ~~comparables~~ among the survey ~~agencies~~ jurisdictions will be calculated ~~by using the "Percentile" function in a spreadsheet such as Microsoft Excel. (See e.g., 2021 Mono County At-Will Salary Survey Report) and then~~ and then adjusted to take into account internal equity considerations, where needed, to determine Market Salary. Where only Benchmark Positions are surveyed, the Market Salary for each Benchmark Position shall then be used to determine Market Salary for each non-Benchmarked Position.

~~D.~~E. Benchmark Positions. Prior to each salary survey, a recommendation shall be made by the CAO regarding whether all Covered Positions should be surveyed or only Benchmark Positions. If the CAO recommends that only Benchmark Positions be surveyed, he or she shall provide the Board with a list of such positions and specify how the salaries for all remaining Covered Positions shall be determined based on the surveyed Benchmark Positions. The Board of Supervisors shall be the ultimate decision maker with respect to whether the survey will include all Covered Positions or only Benchmark Positions and, if only Benchmark Positions, the appropriate relationship between a Benchmark Position and other positions.

~~E.~~F. Establishing Steps within Salary Ranges. There shall be a five-step salary range for each non-elected at-will position (i.e., Steps A, B, C, D, and E), with five percent (5%) between each step. (The ~~top~~ middle Step ~~E~~C shall be equal to the Market Salary.) There are no steps for elected positions, and instead a single salary shall be set for such positions and reflected in the Salary Matrix or by separate resolution.~~.~~

~~F.~~G. Salary Range Structure. Base Salaries for ~~at-will~~Covered (non-elected) ~~P~~Ppositions will be managed using a Salary Matrix adopted by the Board of Supervisors and administered by the county. The Salary Matrix shall include position titles and Base Salary for each salary range and for each step in the five-step series. ~~Step E shall be equivalent to Market Salary for each position.~~

~~G.~~H. Position Placement in Salary Matrix. Covered (non-elected) Positions shall be assigned to the Salary Matrix based on: 1) Control-point data from the most-recent salary survey for Covered Positions or Benchmark Positions, as applicable~~survey data for market benchmark jobs~~; 2) for non-Benchmark Positions, if any, the assigned percentage of the applicable Benchmark Position; and/or 3~~2~~) appropriate internal salary alignments that ~~considers~~ take into account salary compaction and relative job value using relevant compensable factors.

~~H. Initial Salaries. In order to integrate employees into the Salary Matrix, current salaries for non-elected at-will management level positions shall be adjusted, by resolution of the Board of Supervisors, to align with the Step (A, B, C, D or E) which is nearest to, but not less than, the current salary for the position.~~

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I. Salaries for Elected Officials. Salaries for elected Department Head positions (Assessor, District Attorney and Sheriff) shall be set ~~by resolution~~ at a single Market Salary ~~(Step E)~~ and shall ~~not be subject to adjustment except for triennially~~be adjusted to reflect cost of living under this policy and -based on~~ a~~ salary surveys and corresponding adjustments to the Salary Matrix. ~~Any adjustments to the salary for the position of member of the Board of Supervisors or the position of Board Chair to bring those salaries to the Market Salary shall be adopted, if at all, by ordinance.~~Salaries for members of the Board of Supervisors are set forth in Mono County Code section 2.04.030 and are not governed by this policy.

V. ONGOING IMPLEMENTATION

A. Adjustments to the Salary Matrix following a Salary Survey. ~~On or about July 1st fF~~Following a ~~triennial January~~ salary survey, ~~,~~ or at such other time as may be determined by the Board in its sole discretion, the County shall adjust the Salary Matrix to reflect changes in Base Salary resulting from the survey or other market factors. Positions which are determined to be below Market Salary ~~which the survey results indicate are 2.5% or more below market~~ will be adjusted ~~to the nearest higher range~~in accordance with the salary survey, taking into account affordability to the county and Board priorities.~~. Positions which the survey results indicate are less than 2.5% below market shall not be adjusted. If the range for a position changes as a result of a salary survey and Salary Matrix adjustment, incumbent employees shall be placed at the step in the new range that is closest to, but no less than, their current salary.~~

~~***Examples:***~~
~~If a salary survey determines that a position is two percent (2%) below the market, then the position will remain at the current range. If a salary survey determines that a position is four percent (4%) below market, then the position will be adjusted to the next higher range. If a salary survey determines that a position is six percent (6%) below the market, then the position will be adjusted to the next higher range (which would be a five percent (5%) increase). If a salary survey determines that a position is eight percent (8%) below market, then the position will be adjusted to the range that is two ranges higher. These examples assume a five percent (5%) differential between ranges.~~

~~Any changes to the salaries of members of the Board of Supervisors shall be implemented by Ordinance.~~

B. Movement Between Steps (applicable only to Non-Elected Employees). Movement from one step to the next in the Salary Matrix is dependent on the employee exceeding standards for their position as identified in their annual evaluation. Performance will be reviewed by the employee's supervisor ~~in the spring during the annual budget process~~prior to the employee's Anniversary Date each year. Upon achieving a score that exceeds standards, an employee's Base Salary will move to the next step effective ~~July 1st~~as of the Anniversary Date, -and so on, until the employee reaches Step E. It is the employee's responsibility to maintain performance that exceeds standards. Failure to do so will result in the employee not advancing upward in the Salary Matrix for their position.

~~C.~~VI. PERFORMANCE GOALS AND PAY – applicable only to Non-Elected Employees

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A. Amount. For appointed (i.e., non-elected) at-will management-level employees who have reached Step E of the range for their position and whose performance exceeds standards for their position as identified in their annual evaluation, the County may temporarily pay up to five percent (5%) of the employee's Base Salary, in addition to the Step E compensation, as an incentive for the employee to achieve established performance goals. Elected officials (Board of Supervisors, District Attorney, Assessor and Sheriff) are not eligible to receive performance pay.

B. Establishment of Performance Goals. Performance goals shall be specific, measurable, achievable, relevant, timely and relate to the objectives articulated in the County's strategic plan. In determining goals, as set forth below, a numerical value expressed as a percentage of the employee's pay from one percent (1%) to five percent (5%) shall be assigned to the successful completion of all agreed-upon goals, depending upon the degree of difficulty. The maximum potential value of an employee's goals shall be determined at the beginning of the performance period in the form of an executed agreement between the employee and their supervisor and Department Head (if different) ~~CAO (or Board in the case of the County Counsel and CAO). Goals shall be set as follows~~:

   a. ***For the County Counsel and CAO*** – The Board may establish performance goals for the CAO and the County Counsel when the incumbents in those positions have achieved Step E, respectively. The Board shall consult with the CAO and County Counsel regarding appropriate goals and such goals, if established, should be in place no later than ~~July 1st~~the employee's Anniversary Date for the year in question.

   b. ***For Department Heads*** – The CAO may establish performance goals for all non-elected Department Heads who are then at Step E, except the CAO and County Counsel. The CAO shall consult with the affected Department Head regarding appropriate goals and, in the CAO's discretion, obtain input from the Board of Supervisors. In the case of the Chief Probation Officer, the CAO may additionally consult with the Superior Court Judge. Such goals, if established, should be in place no later than ~~July 1st~~the employee's Anniversary Date for the year in question.

   c. ***For At-Will Employees Reporting to the County Counsel or an Elected Department Head*** – The County Counsel and elected Department Heads shall establish performance goals for at-will employees within their respective departments who are then at Step E. Goals shall be developed in consultation with the employee and, if established, should be in place no later than ~~July 1st~~the employee's Anniversary Date for the year in question.

   d. ***For At-Will Employees Reporting to a Department Head*** – The relevant Department Head and, except in the case of the County Counsel, the CAO shall establish performance goals for at-will employees reporting to that respective Department Head who are then at Step E. The ~~CAO and the~~ Department Head and CAO, if applicable, shall obtain input from the employee regarding goals and such goals, if established, should be in place no later than the employee's Anniversary Date for the year in question~~July 1st~~.

C. Performance Period. The performance period shall be one year, although a shorter period may be provided as necessary due to changing Anniversary Dates and/or transition, commencing on the date the goals are established ~~(i.e., July 1st)~~ and terminating at~~on June 30th~~ the employee's next Anniversary Date ~~of the following year~~. Performance goals must be completed, and the employee must have exceeded standards, as reflected in his or her annual evaluation, during the performance period in order to qualify for performance pay.

~~C.~~ D. Employees with Active Performance Goal Agreements as of April 2, 2024. Employees at Step E and subject to an "Agreement Regarding Performance Goals" as of April 2, 2024, will continue to be subject to that Performance Agreement, and shall remain eligible to receive performance pay pursuant thereto, effective July 1, 2024, at the salary in effect when the Performance Agreement was entered into. Thereafter, these employees shall be transitioned to a performance period aligned with their Anniversary Date, as set forth in paragraph C, which may require a performance period that is less than or greater than 12 months.

~~D.~~E. Evaluation of Achievement. Whether performance goals have been achieved, and to what degree they have been achieved, shall be determined in the sole discretion of the employee's ~~the CAO (or the Board of Supervisors for the CAO or County Counsel)~~Supervisor, and, if different, the CAO at the end of the performance period. Achievement of goals for the CAO and County Counsel shall be determined by the Board. Supervisors shall continue to determine whether the employee has exceeded standards during the performance period through the annual evaluation process.

a. Amount of Performance Pay. Except as provided below, the amount of performance pay achieved between one half of one percent (0.5%) and five percent (5%) of the employee's Base Salary, shall be determined based on an assessment of the following factors:
   i. the level of achievement;
   ii. the weight assigned to the goal(s); and
   iii. the maximum amount allowed for achievement of the specified goals.

b. Person Responsible for Determining. The above determination shall be made by the CAO in the case of Department Heads and by the Board of Supervisors in the case of the County Counsel and CAO. In the case of at-will employees not reporting to the CAO, the Department Head shall make a recommendation to the CAO, who shall have ultimate authority to approve, modify or deny.

c. Method and Duration. Performance pay shall be paid in a single lump sum at or near the end of July of the year following the performance period. Performance pay must be earned and granted in future years (if ever) in accordance with this policy.

Example:
When a Covered Employee achieves Step E, they become eligible for performance pay. ~~As the budget process begins~~At or around the Anniversary Date where Step E is reached, ~~having achieved Step E~~ and having exceeded standards the prior year, the employee and CAO (or CAO and Department Head, or the Board, as applicable) determine and agree on the following year's performance goals, in addition to regular duties, for the upcoming year to start ~~July 1st~~on the Employee's upcoming Anniversary Date. During that twelve-month period, the employee works to maintain performance that exceeds standards and to achieve the agreed upon performance goals.

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Employee performance is reviewed in the spring, during the budget process, to determine if performance exceeds standards and performance goals were achieved, and to what degree.

F. No Limitation. Nothing shall limit or dictate the number of times during an employee's tenure performance pay may be earned. The County hopes and expects that all eligible employees will strive to earn performance pay every year.
~~E.~~

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~~VI.~~VII. COST OF LIVING ADJUSTMENT

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~~There~~ There will be ~~no~~ annual cost-of-living adjustments (COLA) for ~~Covered Positions under this policy~~Covered Positions which shall take effect the first full pay period in January each year, commencing January of 2025. The adjustments shall be ~~during the years between salary surveys or during salary survey years, and this policy supersedes and replaces any COLAs for at-will or elected employees and officials set forth in Resolution R20-57~~ based on the Consumer Price Index (CPI) for the Riverside Area, but not to exceed two percent (2%) in any year. Notwithstanding the foregoing, the Board of Supervisors may, in its sole discretion, forego implementation of this section or implement a smaller COLA in any year in which it has determined that financial considerations or Board priorities so require. ~~The County's commitment to provide regular salary surveys and its use of the 65th percentile market position measure (adjusted to ensure internal equity) provide a basis for maintaining the Salary Matrix and achieving the goals of fair compensation, retention and recruitment.~~

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~~VII. IMPLEMENTATION~~

~~This policy includes three distinct components, which will be implemented on a staggered timeline. Those components are: (1) determine Market Salary equal to the 65th percentile salary of the surveyed counties for each position adjusted for internal equity and establish the range and step for each position; (2) move the current Base Salary for covered employees to the next full step as shown on the Salary Matrix, and (3) implement the potential to earn performance pay based on achievement of specified goals. At the earliest, the County intends to implement these policy elements as follows:~~

- ~~Increase covered employees' current monthly salaries to the step in the Salary Matrix that is closest to their current salary, effective July 1, 2021.~~
- ~~Increase elected officials' (excluding the Board of Supervisors) current monthly salaries to E step on the Salary Matrix (Market Salary), effective July 1, 2021.~~
- ~~Move compensation for covered employees and elected officials (excluding members of the Board of Supervisors and elected Department Heads) who have been evaluated by their supervisor and found to exceed standards to the next full step in the matrix effective July 1, 2022, and each July 1 thereafter until Step E is reached.~~
- ~~Establish performance goals for covered employees (excluding elected officials) at Step E, effective July 1, 2022.~~
- ~~Allow for the discretionary grant of performance pay for covered employees (excluding elected officials), effective July 1, 2023.~~

~~Exhibit A: List of Survey Agencies – 14 Optimized~~