

Board of Supervisors

Patrick Call
Chairman,
District 1

Paul Newman
District 2

Leslie E. Thompson
District 3



Jody N. Klein
County Administrator

Nadine Parkhurst
Clerk

RESOLUTION NO. 03- 15

A Resolution of the Cochise County Board of Supervisors Clarifying the Role of the County Administrator and Re-Affirming the County Administrator Form of Organization

WHEREAS the Board of Supervisors adopted Resolutions No. 93-08 and No. 93-24 re-establishing the position of County Administrator, adopting a County Administrator form of organization, and setting forth certain duties and responsibilities;

WHEREAS the Board of Supervisors wishes to re-affirm the provisions of these resolutions and provide certain clarification; and;

WHEREAS among those issues that the Board of Supervisors wishes to clarify are to specify those departments and employees that report directly to the County Administrator and to clarify the proper relationship of the County Administrator to the other Department Heads and Elected Officials; and

WHEREAS, it would be in the best interests of the County, its employees and officials to include all of the clarifications in a single resolution so that the direction of the Board will be unambiguous,

NOW BE IT THEREFORE RESOLVED that:

1. The prior resolutions No. 93-08 and No. 93-24 are hereby incorporated, subject to some modification as noted below, into this Resolution and this Resolution shall hereinafter be the operative Resolution for purposes of defining the authority of the County Administrator position in Cochise County.
2. That the County Administrator, subject only to the direction of the Board of Supervisors, shall be responsible for the administrative oversight of those County government functions that fall within the jurisdiction of the Board of Supervisors.
3. That the County Administrator shall be appointed by the Board of Supervisors and shall serve at the pleasure of the Board.

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4. That compensation and other terms and conditions of employment of the County Administrator shall be established by the Board.
5. That the appointment, removal, suspension or request for resignation of the County Administrator shall require the affirmative vote of a majority of all members of the Board
6. That the County Administrator shall establish residency in Cochise County within six months of the official date of hire and maintain County residency continuously throughout the term of employment.
7. That the County Administrator shall devote such time and effort as may be required to properly discharge the duties of the position and shall not engage in personal or professional activities which conflict with the proper performance of such duties.
8. That the County Administrator shall be responsible for the appointment, promotion, supervision, management, oversight, discipline and removal of those persons shown on the adopted organization chart for the Board of Supervisors as reporting directly to the County Administrator. This currently includes the director of the Finance Department, the director of the Department of Facilities and Solid Waste, the director of the Human Resources Department, the director of Information Technologies, the Management Analyst, the Public Information Officer, the grants administrators, and any additional departments or personnel that may be designated by the Board. The County Administrator shall comply with all applicable Merit System rules and all other applicable laws, regulations, and Board policies in performing these responsibilities.
9. That, at the direction of the Board of Supervisors, the County Administrator shall also evaluate the performance of all department heads and other persons reporting directly to the Board of Supervisors and shall make recommendations to the Board of Supervisors as to appointment, promotion, discipline, salary increases or decreases, and/or removal of such persons.
10. That with respect to those Department Heads and other persons specified in paragraph 9 above (but not including elected officials or judicial branch personnel), the County Administrator shall serve as the primary point of contact for communications between these employees and officials and the Board of Supervisors. All such employees and officials are directed to bring all issues of budget, major expenditures, county policy or other matters that may require a collective decision of the Board of Supervisors, through the County Administrator, who will schedule the matter for consideration by the Board, as may be appropriate. The County Administrator shall be authorized to make routine decisions or decisions that implement prior adopted policy or work programs. Said persons who are not satisfied with the determination of the County Administrator may request action by the entire Board of Supervisors to resolve the issue through the Clerk of the Board.
11. Nothing stated herein shall prevent any County employee or official from discussing any matters of County business or County policy with any individual member of the Board of Supervisors at the request of that Board member. All County employees and officials are directed to refrain from attempting to "poll" individual Board members on any particular issue or question, in any manner that

What Org Chart?

Budget

Routine

Clerk

may constitute a violation of the Open Meeting Law. All such issues should be presented through the County Administrator for appropriate consideration by the full Board. All County employees and officials are also directed to refrain from adopting any policies that may vary from existing County policies or from pursuing any work tasks that may involve substantial expenses and that have not been authorized in any existing plans and budgets, upon the request of any individual member of the Board of Supervisors. Any such requests should be submitted to the County Administrator to allow the full Board to consider and enact any such policy, plan or program, prior to action. The County Administrator may provide direction to proceed with matters that are consistent with the adopted policies, procedures and budgets of the Board.

12. That, the County Administrator shall review and evaluate the budget, which has been prepared by the Finance Director, and shall make fiscal and policy recommendations to the Board of Supervisors as appropriate.
13. That the County Administrator shall present the budget for adoption and submit such other reports regarding the financial and administrative operations as the Board may direct.
14. That the County Administrator shall, as appropriate, recommend changes in organization within and among County departments where such changes will enhance the efficiency and/or effectiveness of County government.
15. That the County Administrator shall act as liaison between elected County officials, their deputies and the Board, and shall coordinate matters pertaining to these officials relating to budget, finance, personnel and other County-wide Policies; provide that any elected official or department head who wishes to meet with the Board shall advise either the Clerk of the Board, County Administrator, or any Board member of the topic or topics to be discussed and this request shall be placed before the Board.
16. That the County Administrator shall, on request of the Board or otherwise, provide such information and recommendations to the Board as may be necessary to permit the Board to effectively perform its oversight role with respect to County operations.
17. That the County Administrator shall attend meetings of the Board as required.
18. That the County Administrator may promulgate and implement such rules, regulations and procedures as are consistent with the policy determinations and directives of the Board, and conducive to or required for the effective conduct of County operations subject to the jurisdiction of the Board.
19. That the County Administrator shall, at the request and direction of the Board of Supervisors, acting in its capacity as the Board of Directors for a political subdivision, such as the Flood Control District or the Library District, perform administrative, liaison, or such other duties as may be directed by these Boards.
20. That, subject to general direction from the Board of Supervisors, the County Administrator shall oversee and direct work involving multiple departments or issues of countywide interest.
21. That the County Administrator shall act as a liaison to department heads and elected officials and shall mediate inter-departmental disputes in accordance with the Board of Supervisors' direction or approved policies.

(what?)
all?

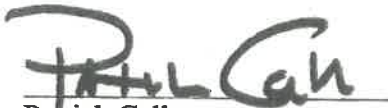
Definition

ambiguous to existence of position

C/A


23. That the County Administrator shall serve as the designated public lobbyist for Cochise County, shall register and assume responsibility for reporting all County lobbying expenditures that are required by law, and shall have the power to appoint authorized public lobbyists for Cochise County, provided that this delegation of authority may be exercised only by issuance of a written statement of appointment, an original of which shall be filed with the Clerk of the Board prior to the appointment becoming effective.
24. That all prior resolutions and Board actions, including but not limited to, Resolutions 91-47, 92-65, 92-87, 93-04, 93-24 and County organization charts are hereby amended to the extent necessary to incorporate and effect the re-delegation of authority contained in this resolution.
25. That the County Administrator shall execute the County's annual application for Emergency Management Assistance funds and shall assume oversight of the preparation and execution of routine Emergency Management Assistance documents, including quarterly reports for reimbursements and supporting documentation, by the Cochise County Emergency Services Director.
26. That the Clerk of the Board of Supervisors shall undertake and assist the County Administrator to take any requisite action to effect the provisions contained in this resolution.
27. That within 90 days of Board action approving this resolution, the Personnel Management Director and Finance Director shall update and reissue any previously issued rules, including Merit Rules, policies, procedures, regulations and charts which contain provisions inconsistent with this resolution in order to incorporate and notify employees and the public of the pertinent modifications of this resolution.

PASSED AND ADOPTED this 1st day of April, 2003.



Patrick Call
Chairman

Attest:

for 
Nadine Parkhurst
Clerk



FEE # 030411056
OFFICIAL RECORDS
COCHISE COUNTY
DATE 04/02/03 HOUR 2
REQUEST OF
COCHISE COUNTY BOARD OF SUPV
CHRISTINE RHODES-RECORDER
FEE : PAGES : 4

030411056

**AGREEMENT FOR EMPLOYMENT OF COUNTY ADMINISTRATOR
FOR COCHISE COUNTY, ARIZONA**

This Agreement is made and entered into this 5th day of October, 2020, between COCHISE COUNTY, an Arizona Political Subdivision, acting by and through its duly authorized officers, hereinafter referred to as the "County", and RICHARD G. KARWACZKA, hereinafter referred to as the "Administrator."

**SECTION 1.
NATURE OF EMPLOYMENT**

The County hereby retains and employs the Administrator to serve as County Administrator in accordance with the provisions set forth in Cochise County Resolution No. 03-15 as adopted or as it may hereafter be amended.

**SECTION 2.
ACCEPTANCE OF EMPLOYMENT**

The Administrator accepts the employment as County Administrator, effective this 5th day of October, 2020 and will, to the best of his ability, perform the services and duties of a County Administrator.

**SECTION 3.
COMPENSATION**

In consideration of the services rendered as County Administrator, Administrator shall receive the following compensation and other consideration:

The Administrator shall be paid a gross annual salary of \$150,000.00 per year.

**SECTION 4.
OTHER BENEFITS**

In addition to the compensation set out in the prior Section, the Administrator shall receive the following additional benefits as consideration for the services performed as County Administrator:

a. The Administrator shall accrue paid time off at the same rate as other County employees as defined by County policy and practice and in all other respects the Administrator's leave shall be governed by County policy and practice.

b. The Administrator shall be granted sick leave each year as defined by County policy and practice in the manner provided for all other County employees.

c. County shall provide at County's cost, health benefits, including medical, dental, and vision insurance, and such other benefits, as are provided to other employees of the County.

d. The Administrator will be allocated a car allowance of \$500 per month for in-county travel and will be reimbursed at the County personal convenience rate for out-of-county travel.

e. The Administrator will be provided a laptop computer, printer, modem, and internet access for use at home for County business. In addition, the Administrator will be given a smart phone or equivalent device supported by the County Information Technology Department.

f. County shall reimburse Administrator for all reasonable expenses and expenditures made or incurred by him directly in connection with his employment, provided that such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by the County.

g. County shall pay Administrator's bar dues and pay or reimburse him for costs of Continuing Legal Education, not to exceed \$1,500.00 per year, necessary for him to remain in good standing with the Arizona Bar Association. Notwithstanding the foregoing, the parties agree and acknowledge that Administrator shall not function as the County's legal counsel or legal advisor in any way during the term of this Agreement.

h. In addition to the benefits set out in this Section, the Board of Supervisors may provide additional benefits to the Administrator if such benefits are deemed appropriate as a result of its annual evaluation and review of the Administrator's performance.

**SECTION 5.
TERM OF AGREEMENT**

This Agreement shall begin on October 5, 2020 and terminate on October 4, 2022. On or before October 5, 2021, the Board of Supervisors, following an evaluation of Administrator, shall determine whether to extend this Agreement by one or more years, which determination shall be acknowledged in writing by the Board and Administrator. If there is no such acknowledgment in writing this Agreement will terminate on October 4, 2022 with no further action of the parties. If the Agreement is extended, the Board and Administrator shall repeat this process of evaluation and determination of an extension each year on or before the anniversary of this Agreement.

**SECTION 6.
TERMINATION OR RESIGNATION OF SERVICES**

The Administrator shall be an "at-will" employee of Cochise County in its unclassified service and shall serve at the pleasure of the Board of Supervisors, subject to the terms of this Agreement. No other provision in this contract either expressed or implied shall be construed in opposition to this at-will status. Administrator shall be exempt from the Cochise County Merit System. The appointment, removal, suspension or request for resignation, or modification of this Agreement, shall require the affirmative vote of a majority of all members of the Board of Supervisors.

Nothing herein shall prevent, limit or otherwise interfere with the right of the County to terminate the services of the County Administrator at any time, or legally bind a new Board of Supervisors, to retain the services of the Administrator. Administrator expressly acknowledges that he may be removed with or without cause.

Should the Administrator be terminated without cause at any time during the Agreement by either the existing Board or a future Board, the Administrator shall be compensated for 12 months at the base salary at the time of termination, plus all paid time off and sick leave payout at 100% of the base salary. For purposes of this Agreement, the term "cause" shall mean any one of the following:

- a. Material neglect by Administrator of his duties such as abandonment of his duties and/or his responsibilities as Administrator;

- b. Conviction of any felony, or acknowledgment of guilt of a felony;
- c. A determination by a majority of the Board of Supervisors that Administrator has committed acts which would constitute a crime which may materially affect the suitability for continued employment as Administrator, provided, however, that if subsequent criminal or civil proceedings fail to establish that Administrator committed such acts, or that such acts constituted a crime that materially affect Administrator's suitability for continued employment as County Administrator, then removal shall be deemed to be without cause.
- d. Due to physical or mental health, the Administrator becomes unable to discharge his essential duties for a period of at least six (6) months.
- e. Acts of moral turpitude or other conduct which impugns, discredits or adversely affects the County and/or the Administrator's ability to provide effective leadership within the organization.
- f. Misdemeanor conviction for fraud, misrepresentation, theft, embezzlement or dishonesty.

Should the Administrator be terminated for cause, he shall not receive further compensation after the effective date of termination with the exception of all paid time off and sick leave payout at 100% of the base salary. *what duties?*

Notwithstanding any other provisions herein, the Board of Supervisors upon a majority vote may, at any time, reassign the Administrator to alternative duties or place the Administrator on administrative leave with pay for up to the remainder of the contract term, if the Board of Supervisors deems such action to be in the best interest of the County. In the event of such reassignment, Administrator shall continue to receive compensation at the Administrator's then-current rate of pay.

If the Administrator voluntarily chooses to resign before the end of the term of this Agreement, he will give the County at least sixty (60) days' notice and he will receive no other compensation after the effective date of the termination of his employment, with the exception that he shall receive a payout of 100% of his accrued personal leave at 100% of the annual salary. He shall forfeit all accrued but unused sick leave. If County terminates Administrator's employment during the 60-day notice period, such termination shall be deemed a termination without cause as described above.

**SECTION 7.
SURETY BOND**

The Administrator warrants that, to the best of his knowledge, he is eligible for corporate surety bonding as may be required by County Resolution 03-15 and he affirmatively agrees to remain eligible for bonding in a reasonable sum, as required by the Resolution, during the tenure of his appointment as County Administrator.

**SECTION 8.
INDEMNIFICATION**

County shall defend, save harmless, and indemnify Administrator against any tort, professional liability claim or demand, or other legal action, groundless or otherwise, arising out of an alleged act or omission occurring during the performance of his duties, and will pay the amount of any settlement or judgment arising therefrom; provided, however, that this indemnification clause shall not apply to any tort, liability, claim, demand or legal action brought on behalf of the County against the Administrator. Acts of criminal conduct made intentionally, negligently, or recklessly will be considered to fall outside the "performance of duties" of the Administrator.

**SECTION 9.
POLITICAL SUBDIVISIONS AND STATE CONTRACTS**

This Agreement is subject to the provisions of ARS § 38-511.

**SECTION 10.
ARIZONA LAW; SEVERABILITY**

This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.

**SECTION 11.
EVALUATION**

In addition to the reviews and evaluations described in Section 3, the Board shall review and evaluate the performance of the County Administrator at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and the County Administrator. Said criteria may be added to or deleted from as the Board may from time to time determine in consultation with the County Administrator.

Annually, or at any other time the Board deems necessary, the Board and the County Administrator shall review and define such goals and objectives as they determine necessary for the proper operation of the County, which achieve the Board's policy objectives and further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing and shall be reasonably attainable within the time limits as specified and the annual operating and capital budgets and appropriations provided.

**SECTION 12.
OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside teaching or consulting opportunities may provide indirect benefits to the Employer and the community, the Administrator may accept such opportunities upon approval by the Board of Supervisors, provided that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this agreement.

**SECTION 13.
DEFAULT/ARBITRATION**

In the event of any default or other non-performance of any term or provision of this Agreement or in the event of any claim arising hereunder, including any dispute as to whether termination for just cause exists, the parties hereto shall resolve any such claim

through mediation followed by binding arbitration.

Before instituting mediation or arbitration, the non-defaulting party shall serve the defaulting party with written notice of the acts alleged to be in default of this Agreement, and allow a period of thirty (30) days for the defaulting party to cure such alleged default. If the matter is not resolved after said 30-day period, the parties shall proceed as described below.

The parties agree to first attempt a mediation of any controversy, claim or dispute between them arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of or relating in any way to the employment relationship between the County and Administrator ("Disputes"). The mediation shall be conducted in Cochise County, Arizona before a mediator mutually acceptable to County and Administrator. The parties agree to make a good faith effort at mediating any Dispute prior to filing a claim for arbitration. Each party shall pay one-half (1/2) of the fees and costs of the mediation.

Should mediation as provided above not be successful, any Disputes between County and Administrator may then be submitted to binding arbitration, to be held in Cochise County, Arizona. Arbitration shall be handled in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA). The County Board of Supervisors and the Administrator shall request a list of five possible AAA members and within five working days of their receipt of such list select an arbitrator. The County Board of Supervisors and the Administrator will each strike one arbitrator's name from the list of five and both parties will then repeat the procedure. A coin toss shall determine which party strikes the first name. Each party shall bear the expenses of witnesses, attorneys and other costs of preparing and presenting its own case as well as the incidental expenses incurred as a result of the hearing and all fees and expenses of the arbitrator shall be divided equally between the parties provided however that the prevailing party may be reimbursed all such costs and fees in the sole judgment of the arbitrator.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

first written above.

COCHISE COUNTY:

By: _____
Thomas E. Borer, Chair
Cochise County Board of Supervisors

Date

Attest:

Kim Lemons, Clerk of the Board

Approved as to form:

Britt Hanson

Britt Hanson
Of Counsel, County Attorney

10 06 20

Date

COUNTY ADMINISTRATOR

By: _____
Richard G. Karwaczka

Date

**FIRST AMENDEMENT TO
AGREEMENT FOR EMPLOYMENT OF COUNTY ADMINISTRATOR
FOR COCHISE COUNTY, ARIZONA**

This First Amendment to the Agreement is made and entered into this 26th day of October 2021, between COCHISE COUNTY, a subdivision of the State of Arizona, hereinafter referred to as the "County", and RICHARD G. KARWACZKA, hereinafter referred to as the "Administrator."

- A. Section 3** of the Agreement is hereby amended to read as follows, and shall become effective as of the pay period immediately following the execution of this Amendment:

**SECTION 3.
COMPENSATION**

In consideration of the services rendered as County Administrator, Administrator shall receive the following compensation and other consideration:

The Administrator shall be paid a gross annual salary of \$160,000 per year.

- B. Section 5** of the Agreement is hereby amended to read as follows:

**SECTION 5.
TERM OF AGREEMENT**

This Amendment shall become effective ~~on the date of execution by the parties,~~ and the Agreement shall continue through October 4, 2024. On or before October 5, 2023, the Board of Supervisors, following an evaluation of Administrator, shall determine whether to extend this Agreement by one or more years, which determination shall be acknowledged in writing by the Board and Administrator. If there is no such acknowledgment in writing this Agreement will terminate on October 4, 2024, with no further action of the parties. If the Agreement is extended, the Board of Supervisors and Administrator shall repeat this process of evaluation and determination of an extension each year on or before the anniversary of this Agreement.

C. All other terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COCHISE COUNTY:

Ann English, Chair
Cochise County Board of Supervisors

Date

ATTEST:

Kim Lemons, CPCC, Clerk of the Board

Date

APPROVED AS TO FORM:

Christine J. Roberts

Christine J. Roberts, Esq,
Chief Civil Deputy County Attorney

10/6/2021

Date

COUNTY ADMINISTRATOR

Richard G. Karwaczka

Date



County of Cochise
OFFICE OF THE COUNTY ASSESSOR
P.O. DRAWER 168
BISBEE, ARIZONA 85603
(520) 432-8650 FAX: (520) 432-8698
E-Mail: assessor@co.cochise.az.us

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy

MEMORANDUM

TO: Richard Karwaczka, County Administrator
FROM: Philip S. Leiendecker, Assessor *PSL*
DATE: July 13, 2022
SUBJ: Procedures for FY23 Salary Adjustments

I am in receipt of the Salary Adjustment Procedure memo dated July 12, 2022 outlining County Policy 2215 and the procedure for distributing salary adjustments. As noted in the memo, this county policy is directed by the Board of Supervisors to Elected Officials and Department Directors. In summary, this policy places the final review authority of employee salary adjustments decisions made by the Elected Official (appointing authority) and Department Directors on the Human Resource Department and County Administrator, both appointed employees of the Board of Supervisors.

As an Elected Official I have always agreed with the need to maintain consistency in policy within county government between elected offices and BOS departments. However, I have always, as an elected official, consistently refused to surrender the authority of the management of my office and assessor employees to the Board of Supervisors or appointed employees of the Board of Supervisors. As such, I respectfully consent to voluntarily operate within the general policies of the Board of Supervisors with the full acknowledgment I do so voluntarily, maintaining full and final decision authority regarding assessor operations and staff management, to include funded salary adjustment decisions.

Copy: Cochise County Board of Supervisors
Cochise County Elected Officials



Cochise County
Office of the County Administrator

Public Programs...Personal Service
www.cochise.az.gov

RICHARD G. KARWACZKA
County Administrator

SHARON GILMAN
Deputy County Administrator

INTEROFFICE MEMO

Date: July 12, 2022
To: County Elected Officials, Deputies and Department Directors
From: Richard Karwaczka
Subject: Procedures for FY23 Salary Adjustments

The Board of Supervisors recognizes action must be taken to remain competitive in the labor market. It is the Board's continuing strategic vision to target pay for fully skilled, experienced, and qualified employees at the market median of a given position's recruitment market. The County's annual market study is created based on several different labor study sources and compensation data for comparable counties. Based on this information, the market salary for each position is appropriated within the department budget. The County goal is to budget every position as close to market median as possible while remaining fiscally responsible stewards of public funds.

To accomplish this goal, the Board has dispersed 1 million dollars for salary increases across the county departments every year, excluding fiscal year 2021. This year, the Board has approved increasing the money allocated for salary increases to 1.8 million dollars.

According to *Policy 2215: Compensation*, the Human Resources and Finance Department Directors shall establish procedures to ensure all salary adjustments are processed timely and that the salary adjustments are consistent with policy. This year, those procedures will be as follows:

- 1) Prior to submitting Personnel Action Forms (PAFs), each elected official or department director shall submit to Human Resources a list of their entire staff and the proposed salary increases for fiscal year 2023. This will be reviewed by Human Resources and County Administration before processing any PAF. Please utilize the Excel spreadsheet template attached to this memo for this report.

- 2) PAFS for salary increases may be submitted starting August 16 after the tax rate and levy is established by the Board. Submissions can continue anytime thereafter in the fiscal year. A phased approach will allow for more timely processing and mitigate budget impacts.
- 3) Once the salary increase is submitted, it will not be effective until Budget and Human Resources have processed the request. There will be no retroactive pay. Please do not advise the employee of an effective date.
- 4) Throughout the budget hearings, the Board listened as Elected Officials described market pay inequities for positions earning less than \$50,000 per year. Therefore, the Board encourages prioritizing adjustment dollars to address these market inequities.
- 5) The pay increases shall be based on the market study and individual employee performance. A Performance Evaluation which provides the written rationale for the salary increase shall be submitted separately to Human Resources. For further information on evaluations, please review *Policy 2229: Documentation of Employee Performance*.
- 6) Consistent with policy, no employee salary shall be increased more than 5% in a rolling twelve-month period if the salary is at or above the market median. Further, elected officials and department directors should ensure no employee's salary ever exceeds or falls below the market median by 20%.

Thank you for providing valuable feedback regarding County employee compensation throughout this year's budget development process.



RULE 6 - SEPARATION OF SERVICE

6.1 TYPES OF SEPARATION OF SERVICE

A. Resignation:

1. An employee who voluntarily separates from County employment shall submit a written resignation to their immediate supervisor a minimum of ten (10) working days prior to the effective date of their resignation.
2. Employees who voluntarily resign have until the effective date of the resignation to request approval to rescind their resignation from the Appointing Authority. The Appointing Authority has the discretion to either accept or reject the rescinded resignation. The denial of rescinding a resignation is not subject to appeal.
3. All personnel records related to a former employee's performance and resignation shall be maintained by Human Resources according to record retention schedules and available for review by a hiring manager for consideration on any future hiring decision (HR Policy 2220 and 2223).

B. Reduction in Force (RIF):

1. A reduction in force occurs when a position is eliminated without the intention of replacing it as a result of a shortage of funds, reorganization, or reduced demands for services.
2. The Appointing Authority shall identify the need for a reduction in force and direct the preparation of a written RIF plan.
3. The RIF plan shall:
 - a. establish the process in which the workforce shall be reduced;
 - b. list the positions affected;
 - c. indicate total financial impact;
 - d. detail service impact;
 - e. state timeline for implementation; and
 - f. identify any reasonable alternatives.
4. In developing the plan, the Appointing Authority shall collaborate with the County Administrator/Associate County Administrator and Human Resources Director to consider:
 - a. needs and best interests of the County;
 - b. job performance; and
 - c. financial consequences
5. The Appointing Authority shall notify the Board of Supervisors of a RIF plan as required to comply with budgetary adjustments set by the Board of Supervisors.



6. The employee shall be notified in writing of the reduction in force termination as soon as possible, but no later than sixty (60) working days prior to the effective date. An employee does not have the right to appeal a reduction in force to the Merit Commission.
7. A Reduction in Force notification shall include information regarding: 1) the requirement to use all compensatory time; 2) the amount of personal leave to be paid out; 3) the termination date for benefits; and 4) the right to continue certain benefits under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) provisions.
8. An employee may participate in a competitive recruitment for a vacant position elsewhere in the county. All leave balances shall be retained in accordance with HR Policies 2208, 2210 and 2211.

C. Furlough

1. A furlough is a planned event requiring employees to take unpaid leave to absorb reduced funding, lack of work, or any budget shortfall.
2. Any furlough action shall be authorized by the Board of Supervisors.
3. Affected employees shall be notified in writing of the furlough as soon as possible, but no later than sixty (60) working days prior to the effective date. The notice shall contain information regarding the intended duration of the unpaid leave due to furlough. Duration shall not be for more than six months. An employee does not have the right to appeal a furlough to the Merit Commission.
4. Employees shall not perform any work for the County nor attend work -related scheduled training while on furlough.
5. Exempt employees may only be furloughed without pay in full-week increments, in accordance with the Fair Labor Standards Act.
6. An employee shall not be involuntarily terminated while on furlough, regardless of status.
7. Health benefit premiums for enrolled employees and dependents shall be paid by the County when the furlough duration covers an entire pay period.
8. Personal leave accrual is suspended when an employee is furloughed for an entire pay period. If the furlough duration is for part of a biweekly pay period, then the employee's leave accrual shall not be affected for that pay period.
9. All previously scheduled and approved personal leave shall be canceled.
10. Holiday pay shall be awarded when employees meet the paid status eligibility requirements as noted in Policy 2207: Holidays.