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## PART I: SECTION 37C-4

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### COUNTY OF NAPA MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL

#### Scope

The following sets forth the respective supplemental fringe benefits accorded to Confidential positions. Only those County Employee positions that have been designated as Confidential by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1 and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

#### I. Definitions

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

- A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.
- B. Retired Confidential Employee: A Confidential Employee who has separated from active, permanent service for the purpose of retiring. It is presumed a Confidential Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Confidential Employee has separated from active employment for the purposes of retirement must be provided.

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- C. Confidential: Any Employee other than management, management non-classified or management non-classified (other) who, in the course of performing their duties, has access to confidential information relating to the County's administration of employer-employee relations. (See Attachment 1).
- D. Dependents: Refers to only the following: (a) the Confidential Employee, (b) the spouse of the Confidential Employee, (c) Employee's registered domestic partner as defined under California law and (d) the children of the Confidential Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Confidential Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless he/she is adopted, a foster child, a legal ward, or dependent adult of the Employee.
- E. Years of Service: Date of hire through separation date.
- F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.
- G. County: County of Napa.
- H. Plan: The Management Compensation Plan – Confidential of Napa County as it may be amended from time to time.
- I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

### **II. Confidential Employees**

- A. Confidential Employees shall be accorded the following:
  - 1. \$150.00 twice monthly, or in the case of a part-time Confidential Employee hired on or after September 19, 1987, a pro-rata share of the \$150.00 twice monthly as additional compensation.

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2. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of \$20,000 with the premium paid by the County.
3. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan and elect coverage in increments of \$10,000 up to a maximum of the lesser of five (5) times the Employee's salary or \$200,000.
4. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):
  - (a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.
  - (b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).
    - i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b) (ii) below.
    - ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in Section 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to \$1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.
    - iii. In addition, within thirty (30) days of hire, an Employee, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

**B. Retired Confidential Employees shall be accorded the following:**

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.
2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

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(a) Inclusion in the group term life insurance policy maintained by the County with a face amount of \$5,000 decreasing to \$2,500 at age 65. At age 70, the face amount of said term life insurance decreases to \$1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision overages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

### 3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Confidential Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph.

(d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days)..

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- (f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

### 4. Use of Sick Leave for Health or Dental Benefits

- (a) A Confidential Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, toward either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The Employee may elect either of the following:
  - i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of (1) month single-party health coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or
  - ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent health coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

### 5. Health Benefits for Long-Term County Service

- (a) A Confidential Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Confidential position).
- (b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

**Attachment 1**  
**Part A**

**MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL**  
**ELIGIBILITY LIST**

**CONFIDENTIAL EMPLOYEES**

**Auditor-Controller Office**

Accountant Auditor I  
Accountant Auditor II  
Accounting Technician  
Administrative Support Technician  
Senior Accountant Auditor  
Senior Systems Support Analyst

**County Executive Office**

Account Clerk II  
Administrative Secretary I  
Administrative Secretary II  
Administrative Support Technician  
Buyer I/II  
Executive Assistant-CEO  
Secretary  
Senior Office Assistant  
~~Staff Assistant BOS\*\*~~  
Staff Services Analyst II  
Web Support Analyst II

**Clerk of the Board**

Board Clerk I  
Board Clerk II  
Deputy Clerk of the Board of Supervisors  
Secretary

**County Counsel's Office**

Legal Secretary I  
Legal Secretary II  
Paralegal

**Human Resources**

Benefits Technician

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Human Resources Assistant  
Human Resources Information Systems Analyst  
Human Resources Services Specialist  
Senior Office Assistant

**Information Technology Division**

Information System Specialist I/II/Senior\*

**Sheriff Department**

Administrative Support Technician

\*The four (4) position allocations included in this Plan are those three (3) assigned to primary support of the HR PeopleSoft application group in the Information Services Division and the one (1) assigned to Broadband implementation housed within the County Executive Office.

~~\*\*Vacant positions that are filled on or after June 20, 2015, will be designated as "At Will."~~