
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.

- 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

- J. 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. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of \$20,000 with the premium paid by the County.

2. 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.
3. 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.

K. 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:

- (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. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA)
- (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).

- (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
Senior Accountant-Auditor
Senior Systems Support Analyst
Staff Services Analyst I
Staff Services Analyst II
Systems Support Analyst

Clerk of the Board

Deputy Clerk of the BOS I
Deputy Clerk of the BOS II
Senior Deputy Clerk of the BOS

County Counsel's Office

Legal Secretary I
Legal Secretary II
Paralegal

County Executive Office

Buyer I/II
Executive Assistant-CEO
Office Assistant II
Senior Buyer
Senior Office Assistant
Staff Services Analyst II
Web & Digital Support Specialist

Human Resources

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

Information Technology Division

Information System Specialist I/II/Senior*

Sheriff Department

Administrative Secretary I

*The three (3) position allocations included in this Plan are those two (2) assigned to primary support of the Tyler Munis application group in the Auditor-Controller Office and the one (1) assigned to Broadband implementation housed within the County Executive Office.

APPENDIX TO MANAGEMENT COMPENSATION PLANS
NAPA COUNTY POLICIES 37C1-C5

I. Scope

The Management compensation plans set forth fringe benefits for Management, Confidential and Unrepresented employees. This Appendix sets forth additional fringe benefits for Management Compensation Plans 37C 1-5 effective January 1, 2016. These additional fringe benefits are not an exclusive list of fringe benefits that Management, Confidential and Unrepresented employees may be entitled to.

II. Definitions

1. Hazard Pay:

Any manager of the Environmental Health Division of the Planning, Building and Environmental Services Department that: (1) are trained to the Hazardous Materials Specialist level per 29 CFR 1910.120(q)(6)(iv), (2) possess a Hazardous Materials Technician certification, per 29 CFR 1910.210(q)(6)(iii), and (3) possess a current 40-hour OSHA HAZWOPER certification, shall receive \$150 per month. Costs of training and certification under this section shall be paid by County.

2. Longevity Pay:

Full-time permanent employees with continuous years of County service (including employees reinstated under Article 50.0 (Reinstatement of Benefits)) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

- (a) Upon completion of five (5) years, a \$250 one-time lump sum payment.
- (b) Upon completion of ten (10) years, a \$500 one-time lump sum payment.
- (c) Upon completion of fifteen (15) years, a \$1,000 one-time lump sum payment.
- (d) Upon completion of twenty (20) years, a \$1,500 one-time lump sum payment.
- (e) Upon completion of twenty-five (25) years, a \$2,000 one-time lump sum payment.
- (f) Upon completion of thirty (30) years, a \$3,000 one-time lump sum payment.

Part-time permanent employees will receive these longevity payments on a pro-rated basis. As soon as administratively feasible following ratification of this MOU, employees shall be entitled to a single one-time lump sum payment based upon their continuous years of County service at the furthest milestone (i.e., (a), (b), (c), (d), (e), or (f) above) achieved. Any employee with at least five (5) and less than ten (10) years of County employment will receive the \$250 payment and any employee with thirty (30) years or more of service will receive the \$3,000 payment as part of implementation of the 2022-2024 MOU.

3. Bilingual Pay:

Employees qualifying for payment under County's bilingual pay plan shall receive the following pay per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time. Employees on extended State or Federal leaves of absence are not eligible to receive this pay while on a leave.

- (a) Level I - \$100 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

- (b) Level II - \$180 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.

4. Out-of-Class Assignment:

Employees should not be regularly assigned duties of a higher classification. If an employee in a lower classification assumes a majority of the duties of a higher job classification, then the provisions of this section should be followed.

- (a) Except in the case of an unexpected absence, an out-of-class assignment shall normally be made in writing in advance of the commencement of the assignment by the Department Head or designee, and shall include an explanation why the employee is qualified for the assignment
- (b) Employees shall receive five percent (5%) above their standard hourly rate for all hours worked in an out-of-class assignment.

- (c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status; an employee must be assigned to an out-of-class assignment for a minimum of ten (10) consecutive workdays to receive the payment set forth in this subsection when the employee is on vacation or sick leave.
- (d) An employee who separates from service while in an out-of-class assignment shall receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

5. Uniform Allowance:

Napa County Department of Corrections

Employees in the following classifications shall receive the following amounts per year for uniform allowance:

- (a) Correctional Lieutenant, Assistant Director of Corrections and Director of Corrections: \$900

Payment of Uniform Allowance

Employees covered in 40.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the employee was in a paid status and was not on sick leave for more than 75% of the work hours.

Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office

- (a) Non-sworn employees in the Technical Services and Civil Divisions of the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of four (4) black polo shirts with the Sheriff's star and employee's name embroidered on the shirts.
- (b) The Sheriff's Office will replace the shirts as needed when they become worn, damaged or if the items can no longer be worn due to pregnancy or weight gain or loss.

Napa County Sheriff and District Attorney's Offices Sworn Management

All Napa County Sheriff's Department or District Attorney's Office safety management required to maintain a uniform shall receive an annual uniform allowance payable and distributed over 24 pay periods. The annual uniform allowance is one thousand two hundred dollars (\$1,200) paid at \$50.00 per pay period. The payment shall be paid as specified above unless such employees have been absent from work due to a work-related illness or injury or leave without pay. If an employee has been absent from work due to a work related illness or injury or leave without pay, the County shall pay the employee only that percentage of the uniform allowance which is equivalent to the percentage of time the employee worked or was in a paid status during the six month payment period provided, that if an employee worked or was in a paid status for ninety percent (90%) or more of the time during a six (6) month pay period, the County shall pay the employee one hundred percent (100%) of the uniform allowance.

- (a) The County will provide reasonable monetary reimbursement for any damaged clothing to law enforcement (safety) employees in the Sheriff's Office or District Attorney's Office. The damage must have resulted in the course of employment with the County. The damage and cost replacement must be verified by the respective Department Head or designated representative.

6. Probation Management Hazard Safety Premium Pay:

Compensation to Probation management employees who are assigned to juvenile halls or jails and routinely and consistently perform hazardous activities to implement safety procedures, such as performing drop-off and intake searches to ensure removal of weapons, drugs, contraband, and other hazardous items; maintaining a controlled facility; responding to and preventing altercations; and ensuring the health and safety of detained individuals and other individuals entering and exiting the facility. The compensation will consist of 5% of base pay paid bi-weekly.

III. Policy

In addition to all other fringe benefits for elected officers, Managers, confidential and unrepresented employees outlined in Napa County Policy 37C Sections 1-5, Hazard Pay, Longevity Pay, Bilingual Pay, Temporary Upgrade Pay and Uniform Allowance and Probation Management Safety Hazard Premium are fringe benefits available to employees covered in Napa County Policy 37C Sections 1-5 effective January 1, 2016.