

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM
06/01/2026

TO: FRAQMD BOARD OF DIRECTORS

FROM: Christopher D. Brown, AICP, APCO

SUBJECT: Approve the Agreement between Feather River Air Quality Management District and its Employees regarding Salaries and Benefits and authorize the Chairman and related parties to execute related documents.

RECOMMENDATION:

Approve the Agreement between Feather River Air Quality Management District and its Employees regarding Salaries and Benefits and authorize the Chairman and related parties to execute related documents.

ALTERNATIVE:

Do not approve the Agreement.

BACKGROUND

If at the conclusion of the closed session the Board of Directors agree to the Employee Units agreement, it is necessary that the Agreement be approved in open session.

FISCAL IMPACT:

The increase for the Market Adjustments, the Dental Insurance Premiums, District Contribution to the 457 Plan, and the Bilingual Pay increase are included in the FY26/27 budget. The incremental increases will be included in the Fiscal Year 26/27, 27/28 and 28/29 budgets.

AGREEMENT BETWEEN
FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
And
FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
EMPLOYEES

The Feather River Air Quality Management District ("District") and the Feather River Air Quality Management District Employees who are assigned to the following classifications: Administrative Assistant, Fiscal Assistant, Air Quality Engineer I, Air Quality Engineer II, Air Quality Planner II, Air Quality Compliance Specialist I, and Air Quality Compliance Specialist II, hereinafter referred to as "Employees" (collectively "the Parties") having met and conferred in good faith pursuant to the provisions of the Myers-Milias-Brown Act (Government Code Sections 3500, et seq.) agree to the following:

1. Salary and Benefit Changes

- a. Employees agree to the salary and benefits changes for the period beginning July 1, 2026 and ending June 30, 2029:

Salary: Market Adjustment

1. The District shall increase Employees' salaries as follows:
2. Adjust the salary schedule ranges to bring the following classifications within five percent 5% of the market median based on the 2025 Compensation Study by Regional Government Services (RGS).
 - a. Adjustment Date July 1, 2026
 - Administrative Assistant .53%
 - Air Quality Planner I 1.26%
 - Air Quality Planner II 1.88%
 - Air Quality Engineer I 1.62%
 - Air Quality Engineer II 2.23%

In addition to the Market Adjustment, employees shall receive a COLA Adjustment as follows:

3. Increase the salary of employees by three percent (3%) effective July 1, 2026. Increase the salary of employees effective July 1 of each fiscal year of this contract, to account for the increase in the cost of living with a minimum of one percent (1%) and a maximum of three and a half percent (3.5%) based on the California Consumer Price Index (CPI) for All Urban Consumers between April (two calendar years before the adjustment) and April (one calendar year before the adjustment) as shown in the following:
 - a. Effective July 1, 2026, three percent (3.00%)
 - b. Effective July 1, 2027, one percent 1%-three and a half percent 3.5% (CPI for April 2025-2026)
 - c. Effective July 1, 2028, one percent 1%-three and a half percent 3.5% (CPI for April 2026-April 2027)
4. In the event permit revenues decrease by five percent (5%) or more in the prior fiscal year, July 1 to June 30, such CPI increase for the upcoming fiscal year on July 1, shall be null and void. The

District may agree to reopen negotiations on salary with the Employees after discussions with the employee representative.

Dental Coverage and Flexible Spending Account:

1. Effective July 1, 2026 the District will contribute 100% to Dental coverage cost per employee, including dependents on the employee's plan.
2. Effective June 30, 2029 or sooner the District will establish a Flexible Spending Account (FSA) program, or other similar program, which would allow employees to contribute pre-tax dollars for various eligible benefits. The District will meet regularly with the employees to seek input on the development of the program to ensure it suits their needs.

CalPERS 457 Deferred Compensation Program:

Effective July 1, 2026 the District shall contribute \$150.00 per month, per Employee towards the voluntary deferred compensation program and the Employee shall be required to match \$50.00 per month to receive the District contribution.

Holidays:

Effective December 31, 2026, add 4 hours of Holiday pay for New Years' Eve (office closure at noon). On years when New Years Eve falls on a Sunday and New Years Day falls on a Monday, employees would be able to take 4 hours off on any day during the current week (subject to management approval for coverage).

Vacation Cash Out Language Change to include the following:

Effective July 1, 2026 Employees will be allowed to cash-out up to 40 hours of paid leave during each fiscal year subject to the following:

1. The employee has at least 100 hours of paid leave remaining including Vacation, MTO, CTO, and Floating Holiday.
2. The employee has taken at least 40 hours of paid leave which includes Vacation, MTO, CTO, and Floating Holiday in the current fiscal year. Sick leave cannot be cashed out and does not count towards the 40-hour usage requirement.

Bereavement Leave:

Effective July 1, 2026 Employees who have been employed by the District for at least thirty (30) days are entitled to five (5) days of bereavement leave in the event of the death of an immediate family member, not to exceed 5 days, District paid, for each occurrence in accordance with Government Code section 12945.7 (AB 1949). Immediate family member means spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Section 12945.2.

The employee who utilizes bereavement leave must notify their supervisor and ASO of the intent to use bereavement leave. Bereavement leave must be used within three (3) months following the death of the family member.

Bilingual Pay:

Effective July 1, 2026, the following provisions shall apply:

1. Eligibility

Employees shall be eligible for bilingual premium pay when:

- a. The APCO has designated the employee's position as one that routinely and consistently requires the use of a language other than English; and
- b. The employee demonstrates fluency in the designated language in accordance with Section 2 below.

Eligible employees shall receive bilingual premium pay in the amount of one hundred twenty-five dollars (\$125.00) per month.

2. Qualification Requirements

- a. Employees assigned to positions designated as bilingual by the APCO must successfully pass a District-approved language fluency assessment.
- b. The assessment shall be based on the standards established by the American Council on the Teaching of Foreign Languages for the applicable language.
- c. Continued eligibility for bilingual pay may be contingent upon maintaining the required level of proficiency, as determined by the District.

3. Payment Provisions

- a. Bilingual premium pay shall be paid at the full monthly rate when an eligible employee is in paid status for at least one-half (1/2) of the workdays in a calendar month.
- b. Bilingual premium pay shall be reduced to one-half (1/2) of the monthly rate when an eligible employee is in unpaid status or on paid administrative leave for more than one-half (1/2) of the workdays in a calendar month.
- c. Bilingual premium pay shall not be paid for any month in which the employee is on leave without pay (LWOP) or paid administrative leave for the entire month.

4. Proration of Pay

- a. Employees who are newly assigned bilingual pay on or before the fifteenth (15th) day of the month shall receive the full monthly amount for that month. Employees assigned after the fifteenth (15th) day shall receive one-half (1/2) of the monthly amount.
- b. Employees who separate from District service on or before the fifteenth (15th) day of the month shall receive one-half (1/2) of the monthly amount for that month. Employees who separate after the fifteenth (15th) day shall receive the full monthly amount.

5. Use of Bilingual Skills

Employees receiving bilingual premium pay shall utilize their bilingual skills as required by the District. Failure to do so may result in removal of bilingual pay and/or disciplinary action, in accordance with applicable policies and labor agreements.

Compensation Policy

The District will develop a "Compensation Policy" to guide future contract negotiations and present a draft of such a policy to the employees for review prior to Board adoption.

The District shall explore and research the following programs during the agreement time period and bring back to the employees for consideration:

- a. Extended Leave or Long Term Disability Insurance Program
- b. Annual Stipend for Higher Education

2. Full Understanding and Modification

This Agreement sets forth the entire understanding of the Parties concerning the subject matter addressed herein. This Agreement supersedes all prior agreements and representations, be they written or oral, regarding this same subject matter. This Agreement may be modified only by a written agreement approved and signed by both the District and the Employees.

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT EMPLOYEES

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT

Robin Demma
Chief Negotiator
Date: _____

Karm Bains
Chairperson
Date: _____

Maria Ramos
Fiscal Assistant
Date: _____

Christopher Brown AICP
APCO, Chief Negotiator
Date: _____

Jeanelle Lim
Administrative Assistant
Date: _____

Christine Sliz Regional
Government Services, Co-Chief
Negotiator
Date: _____

Allyson Smith
Air Quality Planner
Date: _____

Rachelle Channel
Management Representative
Date: _____

Judy Harlow
Air Quality Compliance Specialist
Date: _____

Justin Demma
Air Quality Compliance Specialist
Date: _____

Ramiro Hernandez
Air Quality Compliance Specialist
Date: _____

Wyllyam Escobedo
Air Quality Engineer
Date: _____