MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION

TERM
October 1, 2019 – September 30, 2023
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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Code, Chapter 45, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

   a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

   b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

   c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

   d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

   e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the
pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund to the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC’s certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee’s authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties; demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC’s certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days’ advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days’ advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC’s role as the bargaining units representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC’s portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation,
provided the CCMC advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements—The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Code, Chapter 45.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County
discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head’s decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V

SALARIES

A. Salaries

1. Effective the first full pay period following Board approval of this MOU the wages of all represented classifications shall be increased by two and six-tenths percent (2.6%).

Effective the first full pay period following Board approval of this MOU, the wages of the following classification(s), Lieutenant, and Assistant Sheriff shall receive equity increases, in the form of salary range adjustments, as per Appendix A.

In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period January 1, 2020 through the date of the Board of Supervisors adoption of this MOU.

2. Effective the first full pay period following October 1, 2020, the wages of all represented classifications shall be increased by an amount equal to the Consumer Price Index for All Urban Consumers, West region, All items, not seasonally adjusted (CPI-U), in the one year period ending September 2020, . rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3.0%).

3. Effective the first full pay period following October 1, 2021, the wages of all represented classifications shall be increased by an amount equal to the CPI-U in the one year period ending September 2021, . rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3%).

4. Effective the first full pay period following October 1, 2022, the wages of all represented classifications shall be increased by an amount equal to the CPI-U in the one year period ending September 2022, . rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3%).

B. Bilingual Pay

1. Bilingual Pay of $75.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee’s ability in the second language. The determination of County benefit shall be based on the Department Head’s recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test (“Test”) and demonstrated proficiency in
speaking, understanding, writing and reading the language. Employees receiving more than $75.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower level job class that is directly related to the vacant position.
For purposes of this section, “vacant position” does not refer to a position that is temporarily available due to an employee’s leave of absence.

2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Code Section 45.8.6.2.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Code Section 45.8.6.4. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification...
shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee’s time from the first day of temporary promotion shall count as service in the higher level position for purposes of merit advancement in the higher salary range.

7. With the adoption of this section, the County agrees to recommend to the Board of Supervisors that Chapter 45 be amended as follows:

   a. 45.8.6.2 An employee promoted to a position in a class with a higher salary range shall be paid at the step in the higher range closest to the employee’s salary, but in no event less than five percent more than the employee was paid in the former position. The employee will not receive a new salary anniversary date (see section 45.8.7.2), except when, for the benefit of the employee, the new salary step should have an earlier merit eligibility date pursuant to 45.8.7.3 (i.e., 12 months for steps 1-5). The eligibility of the employee for step increases within the higher salary range will be governed by the provisions of this chapter.

   b. 45.8.7.2 An employee shall have a "salary anniversary date," for purposes of tracking step increases, which will be the first day of the monthly pay period after completion of the initial probationary period in a position or applicable date following a promotion which may or may not coincide with completion of probation (See section 45.4.2.).

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in Chapter 45 section 45.8.3 of the Colusa County Code, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

1. Employees covered by this Agreement each fiscal year as a Unit may negotiate as a floating holiday one day not identified as a holiday in Chapter 45.

ARTICLE VII
LEAVES

A. Vacation

1. Except as described in paragraph 2, below, employees covered by this Agreement are entitled to Vacation Leave with pay as provided in Chapter 45 section 45.8.4 et seq. of the Colusa County Code.
B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in Chapter 45, Section 45.8.5 et seq. of the Colusa County Code except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in Chapter 45, Section 45.8.6.1, Subsections 45.8.6.1.1 through 45.8.6.1.3 except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to Chapter 45, Sections 45.8.6.6.2 or 45.8.5.6.3 or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

      iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

      v. Employees who are compensated for unused sick leave pursuant to paragraphs c.i through c.iv above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

   1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.
vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, as follows:
   a. Five (5) days per death in the immediate family.
   b. After five (5) days, the employee may have additional leave as allowed by Chapter 45.8.5.11.
   c. Bereavement Leave does not accumulate, cannot be transferred and has no cash out value.

2. "Immediate Family" means spouse, registered domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; Adopted, foster and step members are also included in immediate family. For the purposes of this Section, the family members of a registered domestic partner will have the same status as the family members of a spouse.

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether
   a. Education or training will increase on-the-job skills; and
   b. Education or training will increase the employee's qualifications for promotion; and
   c. The employee indicates a desire to make County employment a career; and
   d. The employee has demonstrated high motivation for self-improvement; and
   e. The employee has shown indications of superior work performance in present position; and
f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized By Law

1. As stated in Chapter 45.8.10.1 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While On Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in Chapter 45 to all bargaining unit employees subject to the terms which follow:
A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCAct"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

   a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

   a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.
C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. Employees Hired Before January 1, 2013.

   a. Effective with the April 30, 2020 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total of $575.00 a month.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $905.00 a month.

      iii. For employees who are enrolled in family coverage, the County will contribute a total of $1,210.00 a month.

   b. Effective December 1, 2020 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $575.00 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee only coverage based upon CalPERS Select.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $905.00 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee plus one coverage based upon CalPERS Select.

      iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $1,210.00 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for family coverage based upon CalPERS Select.

a. Effective with the April 30, 2020 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total of $885.00 a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,215.00 a month.

iii. For employees who are enrolled in family coverage, the County will contribute a total of $1,520.00 a month.

b. Effective December 1, 2020 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either $885.00 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Select.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $1,215.00 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Select.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $1,520.00 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Select.

c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC), the dollar equivalent thereof shall be contributed to the employee’s Health Reimbursement Account (HRA) to the extent allowable by law.

d. Upon expiration of the MOU, County contributions shall remain at the 2023 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Medical-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee’s monthly paycheck. Amounts taken as cash will be treated as taxable income.
a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash in-lieu benefit shall receive $435 per month.

b. Employees hired after December 31, 2012 and who qualify for the above-described cash in-lieu benefit shall receive $311 per month.

2. It is specifically understood that the cash in-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

   a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

   b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).
b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Commencing January 2020, the County will contribute $50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before taking action pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

a) Safety

• CalPERS 3% @ 50 retirement formula
• Single highest year compensation
  Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%). (See Article XI (B) below)
b) Miscellaneous
   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.
   a) Safety
      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS
   b) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.
   a) Safety
      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS
   b) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits
   a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024.
   b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548, for Miscellaneous employees only.

Effective the first full pay period following the Board of Supervisors adoption of this MOU, Classic Safety Members shall contribute twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized
by Government Code Section 20516(f). As soon as administratively feasible, but no later than September 1, 2020, the County shall initiate implementation of a CalPERS contract amendment (Cost share agreement) to reflect a member contribution rate of twelve percent (12%). If the County fails to initiate the contract amendment before September 1, 2020, Classic Members shall discontinue paying the additional three percent (3%) contribution.

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective the first full pay period following Board of Supervisors adoption of this MOU, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   i. For employees with up to seven (7) years of county service, $20.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   ii. For employees with seven (7) to fifteen (15) years of county service up to $30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   iii. For employees with more than fifteen (15) years of county service up to $40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of
such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County’s claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Sheriff’s Lieutenants – Assistant Sheriff

1. Uniform Allowance

   a. Sheriff’s Lieutenants and the Assistant Sheriff shall receive a monthly uniform allowance of $55.00.

2. Post Incentive Compensation

   a. The Safety employees assigned to the bargaining unit shall receive POST incentive pay as follows:
      • POST Intermediate Certificate, two and one-half percent (2.5%);
      • POST Advanced Certificate, two and one-half percent (2.5%); and,
      • Post Management Certificate, two and one-half percent (2.5%).

      These incentives are based on the employee’s base rate of pay but do not include any other compensation. POST incentive pays may accumulate, with no employee receiving more than seven and one-half percent (7.5%).

3. Educational Incentive Pay

   a. Sheriff’s Lieutenants and the Assistant Sheriff shall be eligible to receive Educational Incentive Pay equal to two and one half percent (2.5%) for possession of an Associate’s Degree or five percent (5.0%) for possession of a Bachelor’s Degree (BA/BS). Such compensation shall be based on the employee’s base rate of pay, subject to the following conditions:

      i. Employees possessing multiple degrees are ineligible for compensation in excess of Educational Incentive Pay as outlined above.

      ii. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employees must receive prior written approval from the Sheriff indicating the degree benefits the Sheriff’s Office and County.

      iii. Employees must provide certified documentation from an accredited college substantiating the college degree.
iv. The Sheriff’s written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

v. Newly promoted individuals who were receiving Educational Incentive Pay at the Bachelors’ Degree level at the time of their promotion, will be considered to have complied with this requirement.

vi. Employees required to have, or to attain, a Bachelors Degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

vii. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

D. Layoffs.

1. Layoffs in Merit and non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

E. Purging Of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate.

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

   a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee’s next succeeding performance evaluation falling at least one year from the negative information.

   b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

      1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

      2) Written reprimands with a suspension of any length will remain in the employee’s personnel file to never be removed.
3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

4) Terminations will remain in the employee's personnel file to never be removed.

c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
CHAPTER 45

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Code, Chapter 45. It is the Board's intent to amend Chapter 45 consistent with discussions with the Units as reflected in Appendix D, and all rights set forth therein are part of this Agreement as though fully set forth.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2019 through and including September 30, 2023, provided that the County and/or the CCMC shall have the right to reopen negotiations during the month of March in each year of this Agreement regarding Chapter 45 issues.
Dated: 4-23-2020
Colusa County Management Coalition

Dave Salm
President

Dated: 4/31/20
County of Colusa

Denise Carter
Chairman of the Board of Supervisors

Dated: 5/8/2020

John Coburn
Chief Negotiator

Dated: 4/30/20

Patrick Clark
Chief Negotiator

ATTEST: WENDY TYLER
Clerk to the Board of Supervisors.

By: [Signature]
Deputy
APPENDIX A
EQUITY ADJUSTMENTS
MANAGEMENT UNIT

Equity Adjustments: The Parties agree that the following classifications will receive equity increases in the form of salary range adjustments in accordance with the following schedule.

Effective

<table>
<thead>
<tr>
<th>Classification</th>
<th>Budgeted Positions</th>
<th>Current Range</th>
<th>New Range</th>
<th>Approximate Monthly Increase Percentage</th>
</tr>
</thead>
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<td>MGS07</td>
<td>MGS10</td>
<td>7.50%</td>
</tr>
<tr>
<td>Assistant Sheriff</td>
<td>1</td>
<td>MGS18</td>
<td>MGS20</td>
<td>5.00%</td>
</tr>
</tbody>
</table>
APPENDIX B
CHANGES TO CHAPTER 45

45-8.5 To accumulate and use sick leave with pay.

The County agrees to amend Chapter 45 of the Colusa County Code to read:

45.8.5.6.2 The value of the employee's accumulated sick leave will be paid in one lump sum within thirty-one (31) days of termination of the employment relationship.