MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY EMPLOYEES’ ASSOCIATION
(Professional - Administrative Bargaining Unit)

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 Employees Association ("CCEA" or "Association") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Professional-Administrative Bargaining 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 CCEA as the exclusive representative for all County employees assigned to the Professional-Administrative Bargaining Unit.

ARTICLE II
CCEA RIGHTS

A. CCEA Rights

1 CCEA shall have all rights and privileges provided by the United States Constitution, the California State Constitution, Federal law, California State law, and the Colusa County Code, Chapter 45.

B. Dues Deduction

1 The County shall deduct CCEA 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 CCEA an authorization form provided by Association. CCEA will notify the County of the employee's name and the amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by CCEA.

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

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

   d. Dues withheld by the County shall be transmitted monthly to the CCEA 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 CCEA 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 CCEA shall refund to the County any amounts paid to it in error upon presentation of supporting evidence. The County will deduct and remit to CCEA any amounts which were not deducted in accordance with the procedures prescribed herein.

2 The County shall make payroll deductions in reliance on CCEA's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay CCEA 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 CCEA to the extent permitted by law.

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

4 CCEA shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, officers and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, 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 CCEA'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 CCEA.

C. Public Employee Communication

1 This provision applies to all new employees hired into CCEA bargaining unit positions and is intended to comply with the provisions of Government Code, sections 3555 et seq.

   a The County will provide CCEA 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 CCEA with ten (10) calendar days' advance notice. The advance notice will include the number of CCEA bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCEA President or another contact person designated by CCEA.

   b Upon request, CCEA will be given up to ten (10) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to CCEA's role as representative, CCEA membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCEA representative may present information to the new employees. Management representative shall excuse themselves and not be present during CCEA's portion of the new employee orientation meetings.

   c The CCEA representative who present information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided CCEA advises the Human Resources Director of the names of the employees who will be presenting information on behalf of CCEA 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, CCEA, and any vendors who are contracted to provide a service at the new employee orientation.
2. Information Requirements – The County will provide CCEA with a digital file via email to the email address designated by CCEA 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 CCEA to withhold disclosure of his/her personal email address

The above information will be provided on a monthly basis, except that the County is not required to provide personal telephone numbers, home addresses or personal email addresses unless requested by CCEA.

D. Attendance at Board of Supervisors' Meetings

1. A maximum of two (2) CCEA representatives may simultaneously attend any and all Board of Supervisors meetings on County time including budget hearings. The names of CCEA representatives who are authorized to attend Board of Supervisors meetings on County time must be provided to the Human Resources Director on or before July 1 of each year. Any combination of two (2) authorized CCEA representatives may attend the meetings at any given time.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this MOU, 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 CCEA 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 CCEA or activity approved by this Agreement, nor will the County discourage membership in the CCEA or encourage membership in any other employee organization.
2 The CCEA recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion

**ARTICLE V**

**SALARIES**

A. **Salaries**

1 Effective January 2020 the wages of all Professional-Administrative employees shall be increased by two and six-tenths percent (2.6%) In lieu of retro pay, employees will be paid a lump sum amount equivalent to two and six-tenths percent (2.6%) of their compensation during the period October 1, 2019 through December 31, 2019

2 Effective the first full pay period following October 1, 2020, the wages of all Professional-Administrative employees shall be increased by a minimum of one percent (1%) Should the Consumer Price Index for All Urban Consumers, West Region, all items, not seasonally adjusted (CPI-U), be more than one percent (1%) for the year ending September 2020, the wages of all Professional-Administrative employees shall be increased by the actual amount of the CPI increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%)

3 Effective the first full pay period following October 1, 2021, the wages of all Professional-Administrative employees shall be increased by a minimum of one percent (1%) Should the CPI-U be more than one percent (1%) for the year ending September 2021, the wages of all Professional-Administrative employees shall be increased by the actual amount of the CPI increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%)

4 Effective the first full pay period following October 1, 2022, the wages of all Professional-Administrative employees shall be increased by a minimum of one percent (1%) Should the CPI-U be more than one percent (1%) for the year ending September 2022, the wages of all Professional-Administrative employees shall be increased by the actual amount of the CPI increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%)

B. **Night Differential Pay**

1 For employees covered by this Agreement, Night Differential Pay, which may be provided pursuant to Chapter 45, Section 45 8 1 5 of the Colusa County Code is $1.00 per hour

C. **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 on April 5, 2016 shall continue earning their higher amount

D. **Standby Pay and Emergency Call Back Pay**

1 Standby Pay of $25.00 per day shall be paid to employees required to be available outside their normal work hours on a standby basis for emergency work whether or not called in to work...
called back to perform emergency work, employees shall be paid for all hours worked at 1.5 times their regular hourly rate of pay or equivalent compensatory time off (CTO) with a guaranteed minimum of two (2) hours, except on holidays the rate of 1.5 times his/her regular hourly pay rate shall be paid in addition to the paid holiday.

2. Emergency Call Back Pay Employees in the Public Works Department who perform Emergency work, and are called back to work outside their regularly scheduled work hours to perform emergency work (regardless of whether they are on standby), shall be paid for all hours called back to work at 1.5 times their regular hourly rate of pay or equivalent CTO with a guaranteed minimum of two (2) hours. Employees who are called back on holidays shall receive emergency call back pay in addition to holiday pay pursuant to Article VI paragraph C.

Emergency work is work that must be performed in response to an unforeseen sudden event which requires an immediate response to prevent, mitigate or eliminate a substantial hazard to life, health or property.

E. Overtime

1. Overtime for employees covered by this Agreement shall be as specified in Sections 45816 through 458168, except as follows:

   a. Hours worked in excess of 40 hours per week shall be compensated at the employee’s election either at the rate of 1.5 times the employee’s regular hourly rate of pay or as compensatory time off (“CTO”) calculated at the rate of 1.5 times the number of overtime hours worked provided:

   1) CTO hours may be accumulated to a maximum of 80 hours at any given time and may be taken, with the advance approval of the employee’s supervisor, as paid time off during the same calendar year in which they are accumulated,

   2) CTO hours are paid at an employee’s regular rate of pay at the time the CTO is paid out,

   3) All accumulated CTO hours will be utilized or cashed out no later than December 31 of each year, and

   4) All accumulated CTO hours will be cashed out upon separation from County employment.

F. 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.

G. Temporary Promotions (Temporary Upgrade Pay)

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 will comply with California Government Code section 20480, as 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).

H. Out of Class Assignments
The parties will meet and confer within 90 days of MOU adoption to develop an out of class pay policy.

ARTICLE VI
HOLIDAYS

A. Holidays

1 Employees covered by this Agreement are entitled to the paid holidays specified in Chapter 45 section 4583 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, unless they work in which case paragraph “C” below controls.

B. Floating Holiday

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

C. Holiday Compensation

1 Employees who work on any of the holidays specified in Chapter 45 section 458 of the Colusa County Code shall be paid as their full compensation for working on a holiday two (2) times their regular hourly rate for each hour worked with no additional pay for the holiday. This section does not apply to employees on standby who are called in to work in an emergency situation whose pay rate is governed by Article V Paragraph E of this Agreement.

2 If a holiday falls on a Saturday or Sunday and either day is part of an employee’s scheduled workweek, the employee will receive his regular rate of pay and the day shall be counted as a regular workday.

3 If an employee resigns and the last day worked is the day before a holiday, the employee will not be paid for the holiday.

4 Temporary, extra help, limited term and seasonal employees required to work on a holiday shall be paid the regular rate of pay established for their positions.

5 If an employee is on a leave of absence without pay, the employee will not be paid for holidays except as required by law.

ARTICLE VII
LEAVES

A. Vacation

1 Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in Chapter 45 section 4584 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 458.5 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 based on the formula specified in Chapter 45, Section 45 8 5 6, Subsections 45 8 5 6 1 through 45 8 6 1 3 except that

i  Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to Chapter 45, Sections 45 8 5 6 1 1 through 45 8 5 6 1 3 or 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, employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow

i  An employee who retires with at least 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 at least 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 at least 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 at least 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 b i through b iv above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf

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

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 as bereavement leave

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, has no cash value and must be used within thirty (30) days of the death

d "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. All Leaves Recognized By Law

As stated in Chapter 45 8 10 1 employees covered by this Agreement may take any leave recognized by law

1 Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all
accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County’s Medical and Family Leave Policy (Policy #308) and Chapter 45, Section 45.810.31 shall be interpreted and applied in a manner consistent with this provision.

G. 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.

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 continue to contract with the Public Employees’ Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA) and eligible retired employees. 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 their eligible dependents of active employees through the County sponsored dental plan(s). 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.

   a Effective December 1, 2019 (January 2020 premium) or the first full pay period following Board approval of the MOU, whichever is later, 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 maximum of $885 a month

      ii For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of $1,215 a month

      iii For employees who are enrolled in family coverage, the County will contribute a maximum of $1,520 a month

b Effective December 1, 2020 and each December 1st thereafter, 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 $885 a month or a dollar amount sufficient that when
combined with the MEC is the 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 a total of $1,215 a month or a dollar amount sufficient that when combined with the MEC is the 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 a total of $1,520 a month or a dollar amount sufficient that when combined with the MEC is the 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

1 Subject to Section D 2 below, employees who, pursuant to Section A 3a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide a monthly 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 In-lieu benefit shall receive $715 per month

   b Employees hired after December 31, 2012 and who qualify for the above-described In-lieu benefit shall receive $300 per month

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 thirty (30) hours or more 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 3a above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A 3a

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 this 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 does not exceed $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.

H. Employee Wellness Program

The County will reimburse employees covered by this Agreement for up to 15% of their monthly gym membership fee through the Trindel Insurance program. The County, through the Human Resources Department, will provide information to employees about this program.

I. Health Care Compliance

1 The Parties intend to comply with legislative and regulatory requirements for the provision of health care insurance and benefits. If, during the term 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 with the law.
2 Before taking action pursuant to paragraph 1 above, the County will notify the Association of the issue and the County’s intended action. Time permitting and at the request of the Association, County representatives will meet with Association representatives before acting. If the actions deemed necessary to comply with the law impact employee benefits, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

1 CalPERS Retirement Benefits

a. The County’s contract with CalPERS provides the following retirement benefits for bargaining unit employees. CalPERS determines an employee’s membership category as classic or new.

1 Tier 1 – Retirement benefits for professional-administrative “classic” members hired prior to December 31, 2012 shall receive the following CalPERS benefits:

• 3% @60 retirement formula
• Single highest year final compensation period
• Employee pays an 8% member contribution

2 Tier 2 – Retirement benefits for professional-administrative “new” members hired on or after January 1, 2013 are as follows:

• 2% @ age 62 retirement formula
• Three-year average final compensation period
• Employee pays 50% of the normal cost as determined by CalPERS

b. To the extent allowable by CalPERS, the County will continue to provide the following optional retirement enhancements:

• Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024
• Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548

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

2 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.
B. 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.

2 Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. The County will match employee contributions to a county-offered IRC 457 Plan and effective January 2020 contribute increased amounts as follows:

   a 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.

   b 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.

   c 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.

3 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 safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such footwear. Such biennial 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.
Dated
County of Colusa

Holly Gallagher
President

Kent Boes
Chair of the Board

Timothy K. Talbot
Chief Negotiator

Patrick Clark
Chief Negotiator

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors
By Patricia B. Deputy

Dated
Colusa County Employee Association

By Deputy
C. 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.

D. 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 XI
SAVINGS

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 XII
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.

ARTICLE XIII
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 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 CCEA shall have the right to reopen negotiations during the month of March in each year of this Agreement regarding Chapter 45 issues.
Contingent upon reaching agreement with other affected represented bargaining units, the County will modify various Sections of Chapter 45 of the County Code as follows

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
LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF COLUSA
AND
THE COLUSA COUNTY EMPLOYEES ASSOCIATION
(PROFESSIONAL ADMINISTRATIVE UNIT)

The County of Colusa (County) and the Colusa County Employees Association (Association) (collectively referred to as “the Parties”), have met and conferred with respect to the County’s proposed policy implementing IRS background investigation requirements to determine the suitability of current and prospective County employees to directly access federal tax information (FTI) in the performance of their official job duties, including the impacts on existing employees in the Professional Administrative bargaining unit. The Parties now wish to enter into this Letter of Agreement to recognize the lawful obligations of County under IRS Publication 1075 (1075) and the rights of employees potentially affected by the requirements imposed upon County by 1075. Said publication requires that all employees with access to FTI are subject to and must pass a background investigation prior to accessing these documents. (see section 5.1.1 p. 26 of 1075)

The Parties understand that there may be impacts upon the affected employees and desire to address these impacts as follow:

All employees affected by 1075 shall undergo a background investigation as prescribed by County policy adopted by the Board of Supervisors. Said policy has been reviewed and approved by the Parties and will go before the Board in January 2020.

Any employees who are disqualified from performing the duties of their current positions as a result of the background investigation shall be afforded the rights of employees subject to layoff as described in Colusa County Personnel Practices Chapter 45 sections 45.7.2 and 45.7.6 through 45.7.6.4, if otherwise qualified for employment.

Dated: 1-15-2020

Timothy Talbot
Chief Negotiator
CCEA

Kent Boes, Chairman
Colusa County Board of Supervisors

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

Patricia Rodriguez, Deputy
THE COUNTY OF COLUSA
AND
THE COLUSA COUNTY EMPLOYEES ASSOCIATION

Side Letter Agreement to the 2019-2023 Memorandum of Understanding

The County of Colusa (County) and the Colusa County Employees Association (Association) collectively referred to as “the Parties”, entered into a Memorandum of Understanding (MOU) which became effective October 19, 2019 and terminates by term on September 30, 2023.

The Parties now wish to modify the MOU by this Side Letter Agreement to recognize the enhanced benefit and cost savings associated with utilizing existing employees with Class B driver’s license when necessary to operate certain vehicles. Therefore, the Parties agree as follows:

Employees within the Department of Agriculture who are routinely and consistently assigned to operate or drive specialized agricultural equipment or vehicles requiring a Class B driver’s license, shall receive special assignment pay equal to 5% of their base pay for the working pay period the assignment was performed.

Dated April 29, 2020

Timothy Talbot
Chief Negotiator
CCEA

Denise J. Carter, Chair
Colusa County Board of Supervisors

Attest Wendy G. Tyler, Clerk to the Board Of Supervisors

Patricia Rodriguez, Deputy