

COLUSA COUNTY

HUMAN RESOURCES DEPARTMENT

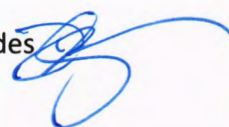


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TO: CCEA President Ann Nordyke
CCEA Attorney Tim Talbot

CC: CAO Budget Analyst Kaline Moore
Principal HR Analyst Yareli Mora

FROM: HR Director Dar Rhodes 

DATE: January 17, 2024

RE: **CORRECTION OF TYPOGRAPHICAL ERRORS – CCEA *Professional Unit* MOU Cafeteria Plan Carryover; CCEA *All Units* MOU Out of Class Pay provision in Appendix B**

There were typographical errors in the 2023-2025 CCEA MOUs. In discussions with County Counsel, we will be resolving these clerical errors by way of this memo with noted corrections and re-executions of relevant MOU documents.

Per County Counsel: To clarify, when looking at errors in documents approved by the Board of Supervisors we look by analogy at Government Code Section 25131. Although this section applies specifically to ordinances, we believe that the general principal contained within that typographical or clerical errors do not have to be taken back to the beginning of the process can be applied to other official documents approved by the Board. In this case, looking at the text of the documents and taking them in context it is clear that these corrections are typos that do not have a significant change to the terms of the documents.

Therefore, County Counsel believes that we can prepare amended MOU's and have them re-signed without the need to go back to the Board in a public meeting.

The following MOU provisions will be corrected and re-executed:

CCEA Professional Unit – Article VIII *Health and Welfare*, Section C *Cafeteria Plan*, Subsection 1-d
CCEA Professional MOU has language that states upon expiration of the MOU the contribution will remain at the 2023 rate until renegotiated. This was merely a typographical error. The intent was to have carryover rates tied to the year in which the contract expires; both CCEA Miscellaneous and CCEA Confidential have the correct year for any rate carryover (2025), so there are no changes to those MOUs. The Professional MOU must be updated with the 2025 correction.

CCEA All Units (Professional, Confidential, and Miscellaneous) – APPENDIX B *Class Specifications* – New and Revised, Section d *Out of Class Assignments*

Appendix B includes an unintended provision that conflicts with CCEA provisions for Out of Class Assignments (Article V *Salaries*, Section H *Out of Class Assignments*). The unintended provision in Appendix B states that Out of Class assignments occur when a vacancy exists and a recruitment is active, whereas the MOU (Article V, Section G [Confidential & Miscellaneous Units] and Section H [Professional] Unit) contains no vacancy or recruitment qualifier for Out of Class Assignments. All CCEA MOUs must be corrected to remove the no vacancy or recruitment qualifier in *Appendix B* for Out of Class Assignments.

HR and County Counsel agree that this memo and re-execution of the corrected MOUs will remedy these clerical errors. Therefore, the typographical errors in the CCEA Professional Unit MOU (Article VIII *Health and Welfare*, Section C *Cafeteria Plan*, Subsection 1-d) and in all CCEA MOUs including Professional, Confidential, and Miscellaneous Units (APPENDIX B *Class Specifications* – *New and Revised*, Section d *Out of Class Assignments*), as noted above, have been corrected and are attached for your review.

Please retain a copy of this memo for clarification purposes and you will receive an inner-office communication from the Clerk of the Board's Office to formally re-execute these MOUs. Once the MOUs are fully executed, we will distribute final copies to all parties.

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

**THE COLUSA COUNTY EMPLOYEES' ASSOCIATION
(Miscellaneous Bargaining Unit)**

TERM

October 1, 2023 – September 30, 2025

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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 Miscellaneous Bargaining Unit.

ARTICLE I RECOGNITION

Pursuant to Government Code Section 3500, et seq and applicable provisions of the Colusa County Personnel Rules, the County recognizes the CCEA as the exclusive representative for all County employees assigned to the Miscellaneous 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 Personnel Rules.

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 Personnel Rules.

**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 October 1, 2023 the wages of all Miscellaneous Employees shall be increased by two and one-half percent (2.5%).
2. Effective the first full pay period following October 1, 2024, the wages of all Miscellaneous Employees shall be increased by two percent (2%).

B. Night Differential Pay

1. For employees covered by this Agreement, Night Differential Pay, which may be provided pursuant to Personnel Rule 1.107.1(k), is \$1.50 per hour provided that employees called into work shall not be eligible for night differential pay.

C. Bilingual Pay

1. Bilingual Pay of \$80.00 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; with more weight given to speaking, understanding, and reading (than was traditionally given to writing). Employees receiving more than \$80.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount

D. Emergency Standby Pay and Call Back Pay

3. Emergency 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 back to work. For purposes of this section, emergency work is work that must be performed in response to an unforeseen sudden event which requires immediate response to prevent, mitigate or eliminate a substantial hazard to life, health, or property.

Employees on emergency standby who are called back to perform emergency work 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 the employee's regular hourly pay rate shall be paid in addition to the paid holiday.

4. **Call Back Pay:** Employees who are not on emergency standby but are called back to work outside their regularly scheduled work hours to perform approved work, shall be paid for all hours over forty (40) 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 call back pay in addition to holiday pay pursuant to Article VI paragraph C.

- a Notwithstanding the above, Public Works Department employees receive 1.5 times their regular rate of pay for all hours worked during a call back relating to road emergencies with a two (2) hour minimum.

E. Overtime

1. Overtime for employees covered by this Agreement shall be as specified in Colusa County Personnel Rules 1.107.1 Sections "I" through "I", 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. 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 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, 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.
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. 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. 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, except when, for the benefit of the employee, the new salary step should have an earlier merit eligibility date (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.
 - a. 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.

G. Out of Class Assignments

Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS.

H. Agricultural Equipment Operator Assignments

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.

I. Inpatient Interventionist Assignments

Employees shall receive an enhanced standby incentive pay when voluntarily accepting a shift for Inpatient Interventionist.

Standby pay of \$25 per 8-hour shift will be paid to employees within the Behavioral Health Department who are offered and accept, on a rotational basis, patient crisis sitter or patient driver shifts, which require these employees to be available outside their normal work hours on a standby basis for emergency work, whether or not called in to work. If 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 their regular hourly pay rate shall be paid in addition to the holiday.

Crisis Sitter shifts are available for the following BHS classification: therapists, mental health specialists, case managers, family specialists and peer specialists. Driver shifts are available for all permanent status BHS employees with a valid CA driver's license. No employee may accept shifts that will cause the employee to work a 7-day work week.

J. Migrant Center's Caretaker Assignments

Employees in the classification of Migrant Center Caretaker I/II are required as a condition of employment to live onsite in County provided housing as their permanent year-round residence in order to perform the duties of their position. Therefore, the Parties agree as follows:

The County, solely for its convenience, shall provide housing to employees within the Department of Agriculture, Migrant Center, assigned to the position of Caretaker I/II. The value of such housing shall have no impact on the employee's compensation and shall be excluded from gross income consistent with IRS regulation section 1.119-1(b).

Specifics regarding housing are:

- 1) The County will provide rent-free housing with power, gas, garbage and water included.
- 2) Management will perform annual inspections on the interior and exterior of houses.
- 3) Caretakers must follow the same rules as the residents including, no pets, no public drinking, and no vending.
- 4) Caretakers agree to vacate the house within 30 days of the last day of employment with the County.
- 5) No permanent changes (remodeling) can be made to the house
- 6) All repairs must be reported and approved by management.
- 7) No permanent structures may be built on the exterior of the house or in the yard.
- 8) Each Caretaker residence will have two (2) reserved parking spots nearest to their house.
- 9) Caretakers are not allowed to rent out rooms in their houses.

K. Compensation for Chaperones Working 24-Hour Schedule

This provision is to address compensation for employees serving as chaperones and working a 24-hour schedule. During each 24-hour workday, employees will be allowed a six (6) hour sleep period commencing at 11:30 PM and ending at 5:30 AM the following morning ("sleep time window"). If the employee receives at least five (5) consecutive hours of uninterrupted sleep during the sleep time window (defined as not performing the duties of a chaperone or performing other work-related business required by the County), the six (6) hour sleep time shall be excluded from hours worked during the 24-hour work day and the employee will be compensated for 18 hours of work.

If, however, the employee is required to perform the duties of a chaperone or other work-related business during the sleep time window period, all time spent performing such work shall be considered additional hours worked. In the event the employee cannot get at least five (5) hours of uninterrupted sleep during the sleep time window period, the entire six (6) hour sleep time shall be regarded as hours worked.

ARTICLE VI

HOLIDAYS

A. Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in section 1.108.2(f) of the Colusa County Personnel Rules, 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 Colusa County Personnel Rules §1.108.2(f).

C. Holiday Compensation

1. Employees who work on any of the holidays specified in section 1.108.2(f) of the Colusa County Personnel Rules 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 section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).
 - 1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis
 - 2) Employees are encouraged and expected to use all vacation in the year in which credited;
 - 3) Vacation shall be used in no less than fifteen-minute increments;
 - a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

- 4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;
- 5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;
- 6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.
- 7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

- 8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:
 - a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.
 - b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.
- 9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;
- 10) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;
- 11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.
- 12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b)et seq. of the Colusa County Personnel Rules 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 section 1.108.2(b), subsection 6 et seq. 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 §1.108.2(b)(6) et seq. 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 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 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

C. Bereavement Leave

- 1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse pursuant to Colusa County Personnel Rules 1.108.2(d).

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

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 ~~Personnel Rule~~ §1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

**ARTICLE VIII
HEALTH AND WELFARE**

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules 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, 2023 (January 2024 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 \$917.75 a month.
 - ii. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of \$1,835.49 a month.
 - iii. For employees who are enrolled in family coverage, the County will contribute a maximum of \$2,386.14 a month.
- b. Effective December 1, 2024 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 \$917.75 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 Gold.
 - ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of \$1,835.49 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 Gold.
 - iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of \$2,386.14 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 Gold.
- c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), 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 2025 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.3 a, 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 \$333 per month as of January 1, 2024 and \$400 per month as of January 1, 2025.

E. Part Time Employees

- 1. Part time employees regularly scheduled to work twenty (20) or more, but fewer than 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 3 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. The County will continue to 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 miscellaneous "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 miscellaneous “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 October 1, 2023, contribute increased amounts as follows:
 - a. For employees with up to seven (7) years of county service, \$30.00 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 \$40.00 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 \$50.00 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 an annual basis, reimburse the employee for the cost of such footwear in annual reimbursements up to \$200 for each 12-month period from July 1 to June 30; subject to the County's claims procedures, with no benefit carry-over, and employees on any type of long-term leave of absence will be ineligible for reimbursement until they return to full duty status.

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. 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. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

E. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of success within their new salary schedule and/or Range. Any non-promoting employee Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

F. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework. (Appendix C)

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
PERSONNEL RULES

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

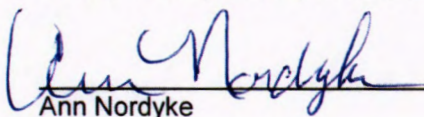
ARTICLE XIII
FULL UNDERSTANDING

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.

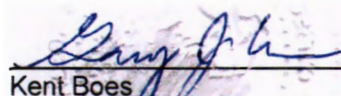
ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2023, through and including September 30, 2025 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 Colusa County Personnel Rules issues.

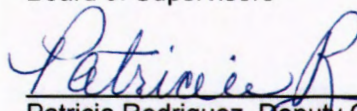
Dated: 2/8/24
Colusa County Employee Association

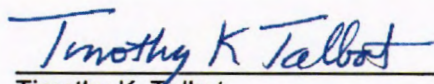

Ann Nordyke
President

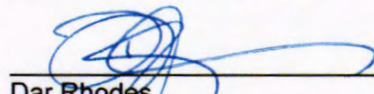
Dated: 2/7/24
County of Colusa


Kent Boes
Chair of the Board

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


Patricia Rodriguez, Deputy Clerk


Timothy K. Talbot
Chief Negotiator


Dar Rhodes
HR Director / 2024 Chief Negotiator

APPENDIX A ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves Department Head flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a department head justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in 3 to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

APPENDIX B CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.

The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

- a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.
- b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.
 - 1) **Downward:** The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.
 - 2) **Lateral:** The status of the incumbent will remain unchanged in the class to which the position in reallocated.
 - 3) **Upward:** The Director of Human Resources will grant status to the incumbent when either:

- a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
- b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.
- c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.
- d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term for a higher-level position. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.
- e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.
- f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

APPENDIX C TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions. A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

A department head or designee may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. Position Eligibility

An Employee's position may be suitable for teleworking when the job duties:

- i. Are independent in nature.
- ii. Are primarily knowledge based.
- iii. Lend themselves to measurable deliverables.
- iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
- v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by their department head.
- vi. Immediate physical presence is not routinely essential to on-site workflow.
- vii. May be performed remotely without affecting a department's operational needs.

b. Employee Eligibility

An employee may be suitable for remote work when in the discretion of the Department Head, the employee has:

- i. Met performance expectations
- ii. Demonstrated dependability and responsibility
- iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
- iv. Demonstrated initiative and strong work ethic
- v. Demonstrated the ability to work independently
- vi. Achieved a consistently high rate of productivity
- vii. Demonstrated a high level of skill and knowledge of the job
- viii. Demonstrated the ability to prioritize work effectively
- ix. Good organizational and time management skills
- x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

- i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**, and on a recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the department head or designee if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

- c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

- a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.
- b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.
- c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.
- d. Employees may work overtime only when directed to do so and approved in advance by the department head or their designee.
- e. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.
- f. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

- a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.
- b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.
- c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.
- d. Employees are covered by workers' compensation laws when performing work duties at their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify their department head or designee and complete any required forms.
- e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

- a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.
- b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.
- c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.
- d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by their department head or designee or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

- a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.
- b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.
- c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The department head or designee may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

- a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:
 - i. Maintenance or repairs of privately-owned equipment.
 - ii. Utility costs associated with the use of electronics; including internet service costs.
 - iii. Costs associated with the occupation of the home/offsite work location.

- iv. Travel Expenses associated with commuting to their primary work location. ^[1], ^[2]
- v. Costs associated with use of a personal cell phone or landline
- vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

- a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees and their department head or designee shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.
- b. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

- a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.
- b. County of Colusa IT will verify compliance through various methods, including but not limited to, business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

¹ 5 U.S.C. § 5702 *Per diem*; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement. <https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite>

² An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:

- The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite
- In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area
- The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements". <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/>

SECTION V – PROCEDURE

A. Application Procedure

- a. Employee discusses their desire to telework verbally or in writing to their department head or designee.
- b. Department head or designee and Employee communicate regarding the appropriateness of Employees request.
- c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to their department head or designee.
- d. Department head or designee will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.
- e. Department head or designee will indicate approval or denial on both forms. If the application is denied, the department head or designee will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the department head or designee and the Human Resources Director or designee to discuss and mediate the decision.
- f. Upon approval, the Employee and department head or designee will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form*.
- g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

- a. Supervisors will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.
 - i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.
 - ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.
- b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.
- c. Employees may be required by their department head or designee to provide ongoing updates

or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

- a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. A department head or designee may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.
- b. If the Telework Program is terminated, the department head or designee or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form
- c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the department head or designee.
 - a. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the department head or designee.
- d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

- a. All Employees must cooperate with any investigations into possible violations of this policy.
- b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into allegations of violation of this policy.
- c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.
- d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.