

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY EMPLOYEES' ASSOCIATION  
(Miscellaneous Bargaining Unit)

TERM

October 1, 2025 – September 30, 2027

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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

**E. Association Leave Bank**

- 1 Commencing on October 1, 2025, and each October 1 thereafter, the County shall contribute twenty-four (24) hours per contract year to a CCEA Association Leave Bank to be used by designated CCEA representatives to conduct representational duties on behalf of bargaining unit members, excluding activities directly related to negotiations. Designated CCEA representatives who utilize Association Leave Bank hours shall not suffer a loss of compensation or other benefits. Unused hours shall not roll over from year to year and have no cash-out value
- 2 Request and Notification. Union Representatives shall request Association Leave Bank time from their immediate supervisor in advance whenever possible, with a courtesy copy to the HR Director. Requests shall state the date and anticipated start/end time and note "Union representational duties." No employee names or confidential details are required
- 3 Tracking. The HR Department shall track Association Leave Bank usage and provide quarterly usage reports to the Union upon request
- 4 Designated Representatives. The Union shall annually provide the County with a list of designated representatives authorized to use Association Leave Bank time. Only those listed may access the Bank
- 5 Additional Time. Any time used beyond the annual allotment shall be unpaid unless otherwise approved in writing by the County

**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 **One-time Lump Sum Payment** In lieu of a Cost-of-Living (COLA) adjustment in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package
  - o Employees with at least 12 months of service with the County shall receive a lump sum payment of \$1,500
  - o Employees with less than one year of service with the County shall receive a lump sum payment of \$750

The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages

- 2 **Re-Opener Clause** The County and CCEA shall agree to reopen negotiations limited to discussions regarding salary increases and lump sum payments only no later than September 1, 2026

- 3 **Me-too Clause** If during the term of this Memorandum of Understanding, the County grants any across-the-board or other uniform wage/salary increase (excluding regularly scheduled step increases, pre-existing contractually mandated increases, or any other legally mandated salary increase) to any employee or defined class of employees, including but not limited to employees of all recognized bargaining units, the County will grant the same wage/salary increase for all represented employees covered by this MOU on the same date, unless the wage/salary increase was granted in exchange for a reduction to a current benefit. For purposes of this provision, an across the board or uniform wage/salary increases includes any increases granted as percentages of existing wages/salaries, fixed dollar amounts, formula-based increase and tiered increases within identifiable employee classifications and groups, but excludes reclassifications and salary range adjustments for individual classifications.

#### 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.

Per Personnel Rule 1 107 1(k) Any County employee who performs the majority of his/her regular shift between the hours of four p m and eight a m (including but not limited to peace officers at the Sheriff's Department, road department equipment service workers, custodians, and library staff) shall receive additional compensation per shift.

#### C. Bilingual Pay

- 1 Bilingual Pay shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of proficiency. Level I (speaking only) will be eligible for \$80 per month and Level II (speaking, reading & writing) will be eligible for \$100 per month.
- 2 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 currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed, the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

#### 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 "t", 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.

#### **G Out of Class Assignments**

An employee may be requested to perform an out of class assignment for a limited duration. 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 and is not considered as part of the CalPERS retirement benefit calculation.

#### **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 listed below and 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 "D" below controls

2 To take time off work for holidays or be compensated, the County recognizes the following holidays

- January 1st, known as "New Year's Day "
- The third Monday in January, known as "Martin Luther King, Jr Day "
- February 12th, known as "Lincoln Day "
- The third Monday in February, known as "Presidents' Day "
- March 31st, known as "Cesar Chavez Day "
- The last Monday in May, known as "Memorial Day."
- June 19<sup>th</sup>, known as "Juneteenth"
- July 4th, known as "Independence Day "
- The first Monday in September, known as "Labor Day "
- The second Monday in October, known as "Columbus Day "
- November 11th, known as "Veterans Day "
- The fourth Thursday of November, known as "Thanksgiving Day."
- The day after Thanksgiving
- December 24<sup>th</sup>, known as "Christmas Eve "
- December 25th, known as "Christmas Day "
- Every day appointed by the President (*see Section C below*) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board

a If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday

b If any of the holidays falls on a Sunday, the following Monday will be a holiday

**B. Floating Holiday**

- 1 Employees covered by this Agreement may each fiscal year select one floating holiday not identified above

### C. Newly Declared Federal Holidays

- 1 Effective October 1, 2025, the County will recognize newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation, provided the holiday is not designated as a permanent, recurring federal holiday observed, nationally Permanent, recurring federal holidays must be bargained

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions

- a Scope This provision applies only to federal holidays declared after September 30, 2025 It does not apply retroactively to holidays declared or observed prior to this date
- b Holiday Scheduling The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County
- c Board Approval In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required

### D. Holiday Compensation

- 1 Employees who work on any of the holidays listed above and 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

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

- 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) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request
- 11) 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,
- 12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account

- 13) 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 §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, 2025 and each December 1<sup>st</sup> 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 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 plan
    - ii For employees who are enrolled in employee plus one coverage, the County will contribute 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 plan
    - iii For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold plan
  - b 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
  - c Upon expiration of the MOU, County contributions shall remain at the 2027 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 Effective October 1, 2025, the County will contribute \$75 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, 2025, contribute increased amounts as follows
  - a For employees with up to seven (7) years of county service, \$60.00 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 \$80.00 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 \$100.00 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.

**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.

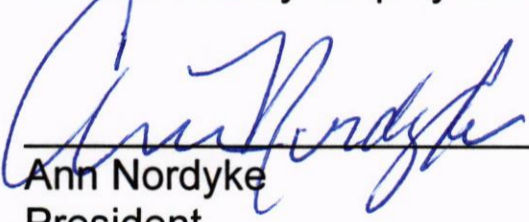
**ARTICLE XIII  
FULL UNDERSTANDING**

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.

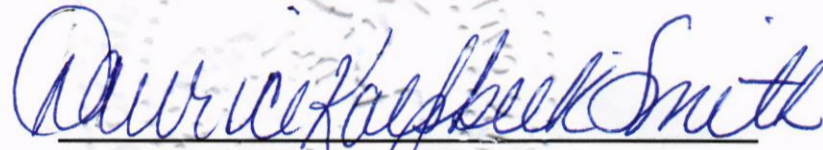
**ARTICLE XIV  
TERM**

This Agreement shall remain in full force and effect from October 1, 2025, through and including September 30, 2027 provided that the County and/or the CCEA shall have the right to reopen negotiations limited to discussions regarding salary increases and lump sum payments, only, no later than September 1, 2026.

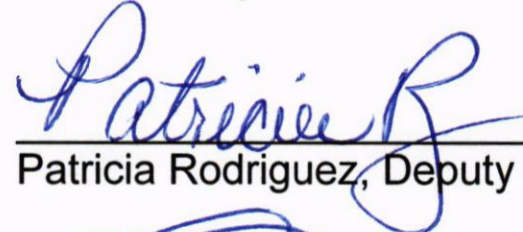
Dated: 11/6/25  
Colusa County Employee Association

  
Ann Nordyke  
President

Dated: 11/4/25  
County of Colusa

  
Daurice Kalfsbeek-Smith  
Chair of the Board

ATTEST: Marcos Kropf, Interim Clerk to the Board of Supervisors

  
Patricia Rodriguez, Deputy Clerk

\_\_\_\_\_  
Madison Williams  
CCEA Chief Negotiator

  
Dar Rhodes  
HR Director / County Chief Negotiator

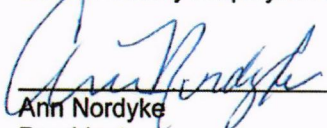
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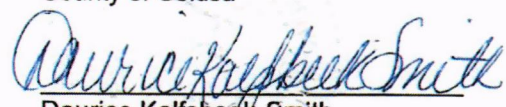
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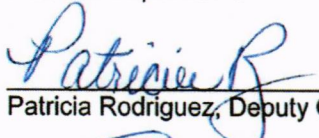
Dated: 10/6/25  
Colusa County Employee Association

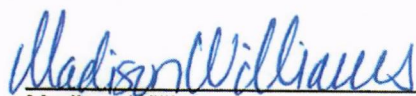
  
\_\_\_\_\_  
Ann Nordyke  
President

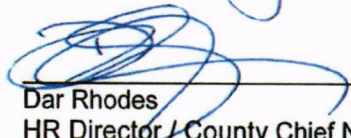
Dated: 11/4/25  
County of Colusa

  
\_\_\_\_\_  
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ATTEST: Marcos Kropf, Interim Clerk to the Board of Supervisors

  
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