RESOLUTION 24-09

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE REVISED SALARY AND BENEFITS COMPENSATION PACKAGE FOR UNREPRESENTED EMPLOYEES EFFECTIVE OCTOBER 1, 2023

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2023, expiring September 30, 2025 covering those employees represented by the Colusa County Employees' Association, and the Colusa County Management Coalition and the Colusa County Deputy Sheriffs' Association which describes mutually agreed upon terms of compensation and benefits provided to these employees;

WHEREAS, the Board of Supervisors now wants to revise the compensation amounts to be paid to the County's unrepresented employees for the period of October 1, 2023 through September 30, 2025 by adding a Bilingual Pay provision, which was erroneously omitted when this Resolution was originally approved on January 2, 2024; and

WHEREAS, the Board of Supervisors now wants to revise the compensation amounts to be paid to the County's unrepresented employees for the period of October 1, 2023 through September 30, 2025 by properly updating the correct 457 Deferred Comp provision, which was not properly reflected when this Resolution was originally approved on January 2, 2024; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's unrepresented employees as described in Attachment A, which supersedes the Resolution adopted January 2, 2024; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 12th day of March, 2024 by the following vote:

AYES: Supervisor Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

NOES: None.

ABSENT: None.

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Gary J. Evans

Gary J. Evans, Chairperson
Colusa County Board of Supervisors

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

By: Patricia R

Deputy Board Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

SALARY AND BENEFITS COMPENSATION PACKAGE
UNREPRESENTED EMPLOYEES

October 1, 2023 – September 30, 2025

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Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD) Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employees (URD) will be increased by two-and-one-half percent (2.5%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employees (URD) will be increased by two percent (2%).

   Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employee Department Heads (URADH) will be increased by four percent (4%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employee Department Heads (URADH) will *not* be increased.

2. In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

Section 2
Holidays

A. Holidays

1. Covered Employees 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.

B. Floating Holiday

2. Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in Colusa County Personnel Rules §1.108 2(f). The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Section 3
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. (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. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in 1.108.2(b) et seq. of the Colusa County Personnel Rules of the Colusa County Code except as follows:

   a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in section 1.108.2(b) et seq. except that:

   b. Effective January 1, 2017, Covered 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 fifteen 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 twenty 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 twenty-five 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 thirty 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. Covered Employees who are compensated for unused sick leave pursuant to paragraphs b.i through b.iv above may have any amount owed deposited into the County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored

Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

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. Covered 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. A Covered 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 his/her recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the Employee's qualifications for promotion; and

   c. The Employee indicates a desire to make County employment a career; and

   d. The Employee has demonstrated high motivation for self-improvement; and

   e. The Employee has shown indications of superior work performance in present position; and

   f. The Employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

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

F. Required Continuing Professional Education Leave

1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education

G. All Leaves Recognized by Law

1. As stated in Colusa County Personnel Rules section 1.108.2, Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

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

I. Partial Day Absences

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

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

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

J. Management Leave

1. Unrepresented Employees (URD) are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year.

   Unrepresented Department Heads (URADH) are entitled to a total of 10 days (75 or 80 hours, depending on current URADH schedule) of Management Leave for each calendar year.

   This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

Section 4
Health and Welfare

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA") 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 California 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, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

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

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered 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.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered 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, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month.

      iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month.

   b. Effective December 1, 2024 and each December 1st thereafter for the term of this Compensation Package the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC, totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Select.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Select.

      iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Select.

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

d. Upon expiration of this Compensation Package, County contributions shall remain at the 2025 contribution rates until such time as an alternative Compensation Package is approved by the Board.

D. In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

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

E. 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. Covered 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 Covered 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.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered 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. Covered Employees hired after January 1, 2013 and who subsequently retire are not eligible for any retiree health benefit payments other than the MEC.

    b. Commencing January2020 the County will contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered 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.

G. 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.

H. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, 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

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

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

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

   a) Miscellaneous

   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous

   - 2% @ 62 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

a) Miscellaneous

- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

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

4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. 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 Covered 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 Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   a. For URD 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 URD 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 URD 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.

d. For Appointed Department Heads (URADH) up to $100 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.

Section 6
Miscellaneous

A Required Licenses.

1. Covered 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 upon proof of successful completion of tests or other requirements.

a Covered Employees who are designated as URADH 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.

b. Covered Employees who are designated as URADH should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Layoffs.

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

C. 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)

D. 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)

E. 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)

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees who are designated as URADH and the Senior/Deputy County Counsel are at-will employees and serve at the pleasure of the appointing authority.

Attachment A

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 three 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 when a vacancy exists. 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,

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[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/

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.

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.

    i. 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.

APPENDIX D
BILINGUAL PAY

The County of Colusa (County) and the Colusa County Unrepresented Employees "URD" (County Administrative Office Budget Analyst [URD]; Senior/Deputy County Counsel [URD], and Principal Human Resources Analyst [URD]) collectively referred to as "the Parties" entered into a Memorandum of Understanding (MOU) via Resolution which became effective October 1, 2023 and terminates by term on September 30, 2025.

The Parties now wish to modify the Resolution to acknowledge the failure to include the Bilingual Pay provision under "Salaries" or Section 1 of the MOU for the current term (2023-2025 Memorandum of Understanding) and the last year of the prior term (2019-2023 Memorandum of Understanding) for which the County received a benefit from the qualified eligible employee's ability in the second language. Therefore, the Parties agree as follows.

Those in the URD Unrepresented Employees group who were qualified eligible employees during the last year of the previous MOU (2019-2023 Memorandum of Understanding) and/or who are current qualified eligible employees of the 2023-2025 Memorandum of Understanding shall be eligible for up to $80 per month for Bilingual Pay, effective April 1, 2023.