

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

TERM

October 1, 2023 – September 30, 2025

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PREAMBLE

This Agreement, hereafter referred to as the Agreement, is entered into by the COUNTY OF COLUSA, hereafter referred to as the County, and the COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION, hereafter referred to as the Association or DSA, has as its purpose the promotion of harmonious labor relations between the County and the Association and contains the terms negotiated between the County and the Association concerning wages, benefits, hours of work, and other terms and conditions of employment.

ARTICLE I RECOGNITION

A. Recognition

1. Pursuant to Government Code Section 3500, et seq., the County recognizes the Association as the exclusive representative for all employees of the Colusa County Sheriff's Office, the District Attorney Investigators, Probation Officers, Welfare Fraud Investigators, excluding the Sheriff, Assistant Sheriff, Sheriff's Chief Deputy, Captains, Lieutenants, Chief Probation Officer, Assistant Chief Probation Officer, Chief Deputy Probation Officer, and Fiscal Administrative Officer. Employees covered by this Agreement are referred to as "DSA Employees".

B. Safety Officer Positions Covered by this Agreement:

1. Correctional Corporal;
2. Correctional Officer;
3. D.A. Investigator;
4. Deputy Probation Officer;
5. Deputy Sheriff;
6. Probation Assistant;
7. Senior Probation Officer;
8. Sergeant; and
9. Welfare Fraud Investigator

C. Non-safety Officer Positions Covered by this Agreement:

1. Animal Control Officer
2. Booking Clerk;
3. Chief Animal Control Officer;
4. Dispatch Supervisor;
5. Dispatcher;
6. Emergency Service Tech; and
7. Sheriff's Tech

D. Bargaining Unit

1. The Human Resources Director shall not modify the DSA bargaining unit as allowed by current Personnel Rule 1.123; this provision does not limit the right of employees to seek modification of the bargaining unit as allowed by current Personnel Rule 1.123.8.

**ARTICLE II
ASSOCIATION RIGHTS**

A. Deduction of Dues

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

- a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the DSA an authorization form provided by the Association. The DSA will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the DSA.
- b. The County agrees to direct each bargaining unit employee to the DSA in response to any questions or concerns about dues or any other mutually agreed payroll deduction.
- c. The DSA is responsible for providing the County with timely information about changes to employee dues and any other lawful DSA-related payroll deductions.
- d. Dues withheld by the County shall be transmitted monthly to the DSA 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 DSA dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

- f. The DSA shall refund the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the DSA any amounts which were not deducted in accordance with the procedures prescribed herein.
2. The County shall make payroll deductions in reliance on the DSA's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay DSA membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the DSA to the extent permitted by law.
3. The County shall not request that the DSA provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.
4. The DSA shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the DSA's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the DSA.
5. The County shall deduct and transmit to the Association all authorized deductions from all members of the Association. Said deductions shall be automatically withheld from each member's monthly paycheck.

B. Use of County Facilities – Access to Work Locations - Bulletin Boards

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

C. Public Employee Communication

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

- a. The County will provide the DSA with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the DSA with ten (10) calendar days' advance notice. The advance notice will include the number of DSA bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the DSA President or another contact person designated by the DSA.
 - b. Upon request, the DSA will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the DSA's role as the bargaining units representative, DSA membership information, the rights and obligations created by the Agreement and County personnel rules, and to answer questions. One (1) DSA representative may present information to new employees. County representatives shall excuse themselves and not be present during the DSA's portion of the new employee orientation meetings.
 - c. The DSA representative who presents information at new employee orientation meetings may do so while on duty without the loss of compensation, provided the DSA advises the Human Resources Director of the name of the employee who will be presenting information on behalf of the DSA at new employee orientation meetings.
 - d. The County shall not disclose the date/time/place of new employee orientation to anyone other than those new employees and their departments, the DSA, and any vendors who are contracted to provide a service at new employee orientations.
2. Information Requirements –The County will provide the DSA with a digital file via email to the email address designated by the DSA 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 the DSA to withhold disclosure of his/her personal email address

The above information will be provided as follows:

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

ARTICLE III MANAGEMENT RIGHTS

A. Management Rights

1. It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted.

B. Emergency Action

1. It is also the right of the County to take whatever action the Board of Supervisors may deem necessary in any emergency situation pursuant to State Law.

C. Consultation

1. The exercise of such rights shall not preclude employees or their representatives from consulting with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE IV GENERAL PROVISIONS

A. Strikes and Lockouts

1. The Association agrees that during the term of this Agreement, neither it nor its officers, agents or members shall 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 DSA or activity approved by this Agreement, nor shall the County discourage membership in the DSA or encourage membership in any other employee organization.

2. The DSA recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.
3. The provisions of this Agreement shall be applied equally to all employees without discrimination as to political opinion or affiliation, race, color, religious creed, sex, marital status, actual or perceived sexual orientation, age, national origin, military, or veteran status, genetic information, gender, gender identity, gender expression, medical condition, physical or mental disability.

C. Role in the County

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

ARTICLE V GRIEVANCE PROCEDURE

A. Grievance Procedures

1. Except as modified below, the current Grievance Procedure, Policy 305 of the County Code shall apply to DSA:
 - a. All references in current Grievance Procedure, Policy 305 to an employee's rights shall also be read to include the DSA.

B. Binding Arbitration

1. If a request for a hearing is received pursuant to current Grievance Procedure, Policy 305 §VII(B)(4), the County agrees to submit the matter to final and binding arbitration. The request for binding arbitration may be made only by the Association. Such arbitration shall be accomplished by a single arbitrator. The arbitrator shall be selected by alternating striking of names from a list of seven provided by the State Conciliation and Mediation Services. The cost of binding arbitration shall be borne equally by the County and DSA.

ARTICLE VI HOURS OF WORK AND OVERTIME

A. Work Period

1. Safety Officers

Effective February 26, 2023 all Safety Officers shall work a 40-hour work week commencing at 12:00am on Sunday and ending at 11:59pm on Saturday. Employees shall be paid 1/12 of their annual salary monthly with periodic adjustments based on assignments and for any time worked in excess of 40 hours in a seven-day segment.

2. Non-Safety Employees

- a. All non-safety employees in the Unit shall work a 40-hour work week commencing at 12:00 A.M. on Sunday and ending at 11:59 P.M. on Saturday, unless modified, as allowed by current Colusa County Personnel Rules.

3. Voluntary Supplemental Law Enforcement

- a. Voluntary supplemental law enforcement support work for agencies other than Colusa County shall be paid at the rate of 1.5 times the employee's regular hourly rate for each hour worked, which time shall not be calculated for reaching the threshold of overtime as time worked during the work period for the County.

B. 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", for all hours actually worked except:
 - a. Safety Officers shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay per hour for each hour worked in excess of forty (40) hours in a seven (7) day segment within the one hundred and sixty (160) hour work period; and
 - b. At any bargaining unit member's election, hours worked in excess of forty (40) hours per week or forty (40) hours in any seven day segment in a twenty eight (28)-day (160 hours) work period can be compensated as compensatory time off ("CTO") calculated at the rate of one and one-half (1.5) times the number of overtime hours worked or as premium pay at the rate of 1.5 times the employee's regular rate of pay subject to the following:
 - 1) CTO banks shall be capped at 80 hours;

- 2) CTO is paid at an employee's regular rate of pay at the time the CTO is cashed out;
- 3) Employees remaining CTO balances shall be cashed out on December 31 each year; and
- 4) All accumulated CTO shall be cashed out upon separation from County employment.

C. Substitute Work

1. Subject to the provisions of Section 207(p)(3) of the Fair Labor Standards Act, Section 553.31 (a) of the Code of Federal Regulations and the limitations set forth in the Sheriff's Department Substitute Work Policy (See Appendix A), DSA Employees may engage in substitute work with other, similarly qualified employees. The hours an employee works as a substitute shall be excluded in the calculation of the hours for which the employee is entitled to overtime.

2. Should the law change requiring the payment of overtime compensation for substitute work, this provision and the Sheriff's Department Substitute Work Policy shall be automatically canceled and the parties will meet and confer regarding a substitute Agreement provision/policy.

ARTICLE VII SALARIES

A. Salaries

1. Effective October 1, 2023 the wages of all DSA employees shall be increased by two and one-half percent (2.5%).

Effective October 1, 2023 the wages of the following classifications, Animal Control Officer, Chief Animal Control Officer, Dispatcher, Dispatch Supervisor, Deputy Sheriff, Sergeant, and District Attorney Investigator II shall receive equity increases, in the form of salary range adjustments, as per Appendix A.

2. Effective the first full pay period following October 1, 2024, the wages of all DSA Employees shall be increased by two percent (2%).

B. Night Differential Pay

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

C. Bilingual Pay

1. Bilingual Pay of \$80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language; with more weight given to speaking, understanding, and reading (than traditionally was given to writing). Employees receiving more than \$80.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

D. Standby/Call-In Pay

1. Employees of the Sheriff's Office and in Probation, as designated by the Sheriff or Chief Probation Officer, who are required to remain on call for emergency work shall be paid Two dollars and fifty cents (\$2.50) per hour whether or not he/she is called to work.
2. Employees shall be credited with a minimum of three (3) hours on any occasion that they are called back to work at the request or order of the County or by virtue of compelled attendance in Court proceedings.
3. If called back to work, an employee may elect "CTO" or to be paid premium pay for hours worked at one and one-half (1.5) times his/her regular pay rate with a guaranteed minimum of three (3) hours; except on holidays the rate of one and one-half (1.5) times his/her regular pay rate shall be paid for time in addition to the paid holiday with the guaranteed three (3) hour minimum.

E. Officer in Charge Compensation

1. The County agrees to pay any deputy who is in the position of "Officer in Charge" ten percent (10%) differential for those hours worked when there is no higher-ranking supervisor actually on duty and working. Such officer in charge compensation shall be paid by shift to any deputy serving in such capacity for a minimum of four (4) hours in any one shift.

F. Detective Compensation

1. The County agrees to pay any deputy or sergeant who is assigned, by the Sheriff, the duties of Detective five percent (5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and

that the differential pay of five percent (5%) shall be eliminated at reassignment.

G. Drug Enforcement Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff or Chief Probation Officer, the duties of Drug Enforcement personnel five percent (5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff or Chief Probation Officer and that the differential pay of five percent (5%) shall be eliminated at reassignment. Any personnel assigned to a Drug Enforcement assignment on a less than full time (100%) basis shall be compensated on a pro-rata rate to the amount of time spent in the Drug Enforcement assignment.

H. Stonyford Resident Deputy Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff, the duties of Stonyford Resident Deputy ten percent (10%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of ten percent (10%) shall be eliminated at reassignment. Further this differential pay is not intended to be paid to personnel assigned shift duty in the Stonyford area. Such pay shall be paid only to those Deputies assigned as the Stonyford Resident Deputy who actually reside in the community.

I. SOAR Team Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff, the duties of SOAR two-and-one-half percent (2.5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of two-and-one-half percent (2.5%) shall be eliminated at reassignment. Any personnel assigned to a SOAR assignment on a less than full time (100%) basis shall be compensated on a pro-rata rate to the amount of time spent in the SOAR assignment.

J. Field Training Officer Compensation

1. The County agrees to pay any employee who is assigned by the Sheriff, the duties of a "Field Training Officer" seven percent (7%) differential for those hours worked in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff. Such compensation shall be based on the employee's base rate of pay, but shall not include any other compensation.

K. Post Incentive Compensation

1. The County agrees to pay additional compensation to those sworn employees and

dispatchers covered by this Agreement for the successful completion of POST Intermediate and Advanced programs. Such compensation shall be based on the employee's base rate of pay. The additional compensation shall be paid at the following percentage of base pay, with no employee receiving more than a maximum of five percent (5%).

- a. Intermediate POST: Two and one-half percent (2.5%)
- b. Advanced POST: Five percent (5.0%)

2. The effective date of the POST Incentive Pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. POST Incentive Pay shall not be paid retroactively.

L. Educational Incentive Pay

1. The County agrees to pay additional compensation to qualifying employees covered by this Agreement for Educational Incentive Pay. Such compensation shall be based on the employee's base rate of pay. The additional compensation shall be at the following percentage of base pay and may not accumulate. No employee shall receive more than a total of five percent (5%) for Educational Incentive Pay.

- a. Associates Degree – AA/AS Two and one-half percent (2.5%)
- b. Bachelor's Degree – BA/BS Five percent (5%)

2. Employees possessing multiple degrees are ineligible for additional compensation in excess of Educational Incentive Pay as outlined above.
3. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employee must receive prior written approval from their Department Head stating that the Associates or Bachelor's Degree benefits the Department and County.
4. Employee must provide certified documentation from an accredited college substantiating the college degree.
5. Department Head written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.
6. Employees required to have, or to attain, a degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

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

M. Salary Administration

1. Except as set forth below, the current Personnel Rule 1.102.2 shall apply to DSA.
 - a. Current Personnel Rule 1.105(i) and Personnel Rule 1.105(i)(1) shall be construed to read with the exception of peace officers to the extent a right of appeal is provided by the Public Safety Officers Procedural Bill of Rights.
 - b. Current Personnel Rule 1.111(a)(1) shall be construed to read "in no event less than 10% more than the employee was paid in the former position."

N. Temporary Promotion

1. 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.
2. 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.
3. With the adoption of this section, the County agrees to recommend to the Board of Supervisors that the Colusa County Personnel Rules be amended as follows:
 - a. An employee promoted to a position in a class with a higher salary range shall be paid at the step in the higher range closest to the employee's salary, but in no event less than five percent (5%) more than the employee was paid in the former position. The employee will not receive a new salary anniversary date, except when, for the benefit of the employee, the new salary step should have an earlier merit eligibility date (i.e., 12 months for steps 1-5). The eligibility of the employee for step increases within the higher salary range will be governed by the provisions of this chapter.
 - b. An employee shall have a "salary anniversary date," for purposes of tracking step increases, which will be the first day of the monthly pay period after completion of the initial probationary period in a position or applicable date following a promotion which may or may not coincide with completion of probation.

4. 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.

ARTICLE VIII HOLIDAYS

A. Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in §1.108.2(f) of the current Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board, unless they work, in which case paragraph "C" below controls.

B. Floating Holiday

1. Effective January 1, 2013 and each January 1 thereafter, DSA Employees will accrue one (1) floating holiday, which subject to supervisory/management scheduling approval, may be taken on a day of the employee's choosing. Floating holidays will not accumulate from year-to-year and shall have no cash-out value. Floating holidays not taken by December 31 each year shall be lost.

C. Compensation for Holidays Worked

1. Employees who work on any of the days designated as holidays as specified in current §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. Except:
 - a. Safety Officers and Dispatchers scheduled to work on a holiday shall be paid straight time for the hours worked with no premium pay.
 - b. Safety Officers and Dispatchers scheduled to work on a holiday may take accumulated compensatory time or vacation time off in lieu of working.

D. Holiday In-Lieu Pay

1. Biannually in June and November, Safety Officers and Dispatchers subject to this Agreement shall receive a check equal to straight-time pay for the holidays designated in the current Colusa County Personnel Rules in the months preceding the issuance of each check. Holiday Pay shall not be paid for the holiday discussed in paragraph B of this section.

E. Exceptions to Holiday Pay Provisions

1. 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 VII Paragraph D of this Agreement.
2. If an employee resigns and the last day worked is the day before a holiday, the employee shall not be paid for the holiday.
3. 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. Determination of eligibility for holiday time off shall be based on a pro-rata percentage of the hours worked to full-time employment.
4. If an employee is on a leave of absence without pay, the employee shall not be paid for holidays.

F. Holiday Exchange (Cesar Chavez Day)

1. Employees covered by this Association shall annually exchange March 31, known as "Cesar Chavez Day" for December 26, the day after Christmas.

ARTICLE IX LEAVES

A. Vacation

1. Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in §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.

2. Safety officers who due to emergency situations, verified in writing by their Department Heads, are stopped from taking their planned vacation in the last three months of any year, may carry forward the time scheduled for the planned vacation provided they reduce the number of days in excess of their maximum accrual by April 1.

B. Sick Leave

1. Employees covered by this Agreement 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 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 §1.108.2(b) et seq. of the Colusa County Personnel Rules except that:
 - 1) 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) et seq. of the Colusa County Personnel Rules 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:
 - 1) 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.
 - 2) 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.

- 3) 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.
- 4) 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.
- 5) Except as provided below, employees who are compensated for unused sick leave pursuant to paragraphs c.1) through c.4) above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.
- 6) Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2.c. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse 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 required to appear as a witness in a court or administrative proceeding which involves the County or County business shall receive full pay for the day(s), 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 shall increase on-the-job skills; and
- b. Education or training shall 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. Release Time for DSA Board of Directors' Meetings

- 1. Employees who are serving on the Board of Directors for the Association may receive one-hour release time per month to attend DSA Board of Directors' meetings, providing there is no additional cost to the Department, such as overtime to cover for the member of the Board of Directors, etc.

G. All Leaves Recognized by Law

- 1. Pursuant to Current Colusa County Personnel Rules §1.108.3 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

ARTICLE X HEALTH AND WELFARE

The County provides the health and welfare benefits identified in §1.107.2 of the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

- 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 to all DSA Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.
2. Effective December 1, 2023 (January 2024 premium) the County will make non-elective contributions into the Cafeteria Plan on behalf of each DSA Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:
 - a. For employees who are enrolled in employee only coverage, the County will contribute a maximum of \$917.75 a month.
 - b. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of \$1,835.49 a month.
 - c. For employees who are enrolled in family coverage, the County will contribute a maximum of \$2,386.14 a month.
3. Effective December 1, 2024 and each December 1st thereafter, for the term of this Agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each DSA Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:
 - a. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of \$917.75 a month or a dollar amount

sufficient than when combined with the MEC is the equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

- b. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of \$1,835.49 a month or a dollar amount sufficient than when combined with the MEC is the equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.
- c. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of \$2,386.14 a month or a dollar amount sufficient than when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold.
- d. 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.
- e. Upon expiration of the Agreement, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Medical in Lieu

- 1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a. above, elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.
 - a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive \$715 per month.
 - b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive \$300 per month.
- 2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care Provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer 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.3.a.

F. Vision Care and Employee Assistance Plans

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

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 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, DSA Employees shall purchase medical insurance through the CalPERS Medical Program.
 - a. DSA 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 plan(s). Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at \$45.00 per month.
2. Except as provided herein, DSA Employees shall be required to purchase dental insurance through the County sponsored plan. DSA 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.

- b. For employees hired before January 1, 2013 and who retire following the execution of this Agreement, the County will contribute \$128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than \$267.26. 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 the first full pay period following Board approval of Agreement, the County will contribute \$50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

H. Compliance with Health Care Provision Requirements

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the term of this Agreement, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.
2. Before acting pursuant to paragraph 1 above, the County will notify the Association of the issue and the County's intended action. At the request of the Association, County representatives will meet with Association representatives before acting. If the actions are deemed necessary to comply with legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE XI RETIREMENT

A. Retirement Plans

CalPERS Retirement

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

1. Tier 1 – Retirement benefits for classic members hired on or prior to

December 31, 2012 shall receive the following CalPERS benefits.

- a) Safety
 - CalPERS 3% @ 50 retirement formula
 - Single highest year compensation
 - Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%). (See Article XI (B) below)
 - b) Miscellaneous
 - 3% @ 60 retirement formula
 - Single highest year compensation
 - Employee shall pay the 8% member contribution
2. Tier 2 - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.
- a) Safety
 - 2.7% @ 57 retirement formula
 - Three-year average of final compensation
 - Employee shall pay 50% of the normal cost as determined by CalPERS
 - b) Miscellaneous
 - 2% @ 62 retirement formula
 - Three-year average of final compensation
 - Employee shall pay 50% of the normal cost as determined by CalPERS
3. Tier 3 - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.
- a) Safety
 - 2.5% @ 57 retirement formula
 - Three-year average of final compensation
 - Employee shall pay 50% of the normal cost as determined by CalPERS
 - b) Miscellaneous
 - 2% @ 62 retirement formula
 - Three-year average of final compensation

- Employee shall pay 50% of the normal cost as determined by CalPERS

To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement,

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

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

B. Cost Share Implementation

- I. In 2020, the Board of Supervisors adopted the Agreement that Classic Safety Member employees agreed to a cost share of an additional three percent (3%) for a total contribution of twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) was implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The County initiated implementation of a CalPERS contract amendment (cost share agreement) to reflect a member contribution rate of twelve percent (12%). This pension contribution extends beyond the expiration of the Agreement from October 1, 2019 through September 30, 2023 and constitutes the status quo ante until such time as alternative terms are mutually agreed upon.
 1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this Agreement. Unless required by law, the employee contribution rates specified above will not change during the term of this Agreement without mutual agreement of the parties.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and DSA 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 DSA Employees, subject to the terms and conditions

of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

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

- 1) For employees with up to seven (7) years of county service, \$30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.
- 2) For employees with seven (7) to fifteen (15) years of county service up to \$40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.
- 3) For employees with more than fifteen (15) years of county service up to \$50.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

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

2. Employees may elect to have their monthly overtime compensation and any cashed-out CTO placed in a deferred compensation account, subject to the terms and conditions of the plan sponsors and/or IRC limitations.

ARTICLE XII LAYOFFS

A. General Provisions

1. In carrying out its responsibility for managing the affairs of the County, the Board of Supervisors exercises its discretion in allocating funds to each county department. The funds allocated to any county department may result in a reduction in force for any and/or all departments. In the event of a reduction in force, each employee affected shall be given notice of the reduction.
2. When, for reasons of lack of funds or lack of work, the County has determined a layoff is necessary, the County shall give notice thereof to all affected employees.

3. Persons to be laid off shall be determined in accordance with the rules set forth herein.
4. The Human Resources Director shall try to move any employee who is to be affected by a reduction in force to another vacant position for which such employee is qualified.
5. A part-time employee is defined as any employee working less than thirty-seven and one-half (37.5) hours per week. Any employee funded by two or more departments, and whose work is divided between those individual departments on a part-time basis, shall be designated a full-time employee if he/she works a total of thirty-seven and one-half (37.5) or more hours a week.

B. Order of Layoff

1. Layoff shall be by inverse order of classification seniority for permanent, regular employees within a class designated for layoff, if performance "meets expectations". Employees with a documented overall rating below 3 (not "Meets expectations") on their last two (2) annual performance evaluations in their present position shall be laid off prior to employees with an overall performance rating of 3 or higher.
2. All extra-help, limited-term, temporary and seasonal employees within a class designated for layoff shall be laid off before any probationary employees. All part-time probationary employees within a class designated for layoff shall be laid off before any full-time probationary employees. All probationary employees within a class designated for layoff shall be laid off before any permanent employees. All part-time permanent employees within a class designated for layoff shall be laid off before any full-time permanent employees. Within each of the above categories, employees within a class designated for layoff shall be laid off in the inverse order of seniority.

C. Seniority

1. The seniority date of an employee for purposes of layoff and rehire shall be based upon the employee's date of hire or date of appointment to the specific classification. A break in employment shall result in the acquisition of a new date of hire or appointment. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit he/she possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment. Any voluntary termination of employment, except an authorized leave of absence, shall constitute a break in service at which point seniority shall terminate.
2. When two or more employees in the same department and same class have the same total seniority, the tie shall be broken by a lot process agreed upon by the affected employees and administered by the Human Resources Director.

D. Bumping

1. The employees covered by this Agreement shall be allowed bumping rights within a department to a position not previously held, as long as the individual is qualified and able to perform the duties of such position. Departments for purposes of this paragraph are defined as Sheriff's Office: Communications, Corrections, Jail, Sheriff, Boating Safety, OES, and Coroner; and the Probation Department (Association Departments). Specifically, the language in this Section is hereby adopted for DSA Employees.
2. Any employee covered by this Agreement, who has been advised in accordance with the notice procedures that he/she shall be laid off shall have the right to displace ("bump") another employee, in this bargaining unit, in another position, including an employee in another classification and/or a position which the employee to be laid off has not held before, so long as:
 - a. The employee displacing another employee ("bumping" into the position) must accept the lower pay;
 - b. The employee displacing another employee ("bumping" into the position) must have the minimum qualification for the position he or she is "bumping" into and be otherwise qualified and able to perform the duties of the position he/she desires to "bump" into; and
 - c. The employee displacing another employee ("bumping" into the position) has more County seniority than the person to be displaced (the "bumped" employee).
3. It is the intent of this Agreement that employees covered by this Agreement shall have the right to "bump" into positions within the Association Departments that they did not previously hold, but are qualified for. However, they have no right to "bump" into positions outside the Association Departments that they may be qualified for.
4. Any employee who is displaced as a result of another employee "bumping" into that employee's position shall have the same rights as any other employee who has been notified that s/he shall be laid off.
5. Any employee who desires to exercise the displacement rights granted by this Agreement shall request in writing the right to "bump" within five (5) working days of receipt of notification of the lay-off.

E. Notice of Layoff

1. The County shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed, to the last known mailing address of the

employee found in his/her personnel file. Notice of layoff shall be made at least thirty (30) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for Layoff, Effective Date of Layoff, and a copy of this Article, and forms to request hearing to assert displacement rights. Personal service may be substituted in lieu of certified mail.

2. An employee who has been notified of his/her impending layoff, shall be granted up to twenty (20) hours released time, without a loss of pay or benefits, by prior arrangement with his/her supervisor, to obtain other employment. The department head shall require proof of actual job search. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given.

F. Preferential Rehire Rights

1. For a period of twelve (12) months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the re-employment list for their class at time of layoff in order of seniority. At the end of twelve (12) months, these same employees may request an extension of twelve (12) months placement on the rehire list. A maximum of two extensions shall be allowed. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority, provided he/she is qualified and available for this position.
2. A permanent employee who has been laid off may request that his name be placed on the re-employment list for a lower class in his/her current series also for a period of 12 months.
3. Any employee who holds permanent status with the County, regardless of whether or not s/he is currently serving a promotional probationary period, who has been laid off may request that his/her name be placed on the re-employment list for a classification he/she previously held in Colusa County, provided that such classification was held prior to the date of layoff.
4. Employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of twelve (12) months after their layoff date.
5. Preferential rehire status cannot be revoked. However, active placement efforts for a person on preferential rehire status may be suspended in the following circumstances:
 - a. If the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. Active placement effort must be resumed if the person later indicates availability in the twelve (12) months preferential rehire period.

- b. If the person declines three (3) job offers, the person's name may be removed from the rehire list.
 - c. Notification to individuals for possible rehire shall be sent by certified mail with a return receipt requested.
6. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. If the employee is rehired within thirty (30) days of layoff, s/he is entitled to "buy back" any sick leave or vacation time that was previously paid. His/her status in relation to probationary period, merit salary increases and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.
7. An individual on preferential rehire status may accept an extra-help appointment or position and not lose his/her preferential rehire status.

G. Hearing

1. A regular permanent employee who receives a notice of layoff shall be entitled to request a hearing before the Board of Supervisors prior to the effective date of the layoff. Such a request shall be made within five (5) working days after service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of seniority and bumping rights and whether this procedure was complied with. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross-examine any witnesses. Following the hearing, the Board of Supervisors shall issue an order affirming or revoking the layoff of the employee. Unless the Board of Supervisors orders revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice.
2. If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Board of Supervisors.

H. Personnel Lists

1. At the time notices of layoff are sent to employees, the Employee Relations Officer shall post a list of all Association Department employees arranged by classification and seniority date, in the Human Resources Department. Such a list shall also be posted in each Association Department.

ARTICLE XIII MISCELLANEOUS

A. Personal Protective Equipment

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which shall be provided by the County at no cost to employees.

B. Uniform Allowance

1. The monthly uniform allowance is \$83.33 per month for those employees who are required, by the Sheriff, to maintain a uniform. The County shall also advance newly hired employees, who are required by the Sheriff to wear a uniform, the cost of two uniforms which shall be deducted, at the rate of one half ($\frac{1}{2}$) the current monthly uniform allowance, until the County has been fully repaid for the advance. At the separation of the employee, whether voluntary or forced, any unpaid balance of the County advance shall be deducted from the employee's final paycheck. Advances shall only be made with proof provided to the County Auditor for actual purchases; however, an advance can be made using prices provided by the retailer, with the actual receipt submitted after the purchase.
2. An additional uniform allowance of \$200.00 per year shall be paid in arrears to members of the SOAR Team prorated by the number of months served that calendar year and shall be included in the January payroll check.
3. Those non-sworn employees that are required by the Sheriff to maintain a uniform for special occurrences shall receive an allowance of \$100.00 per year paid in arrears. Such payment shall be prorated by the number of months of employment during the calendar year and shall be included in the January payroll check.

C. 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.

D. Public Safety Officers Procedural Bill of Rights Act

1. All members of the Association shall be granted the rights and protections of the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300 ET. al., provided that said rights and protections shall accrue to persons who are not public safety officers, as defined in Government Code Section 3301, only when they are under actual, as opposed to potential, investigation that could lead to punitive action as defined in Government Code Section 3303.

E. Cost Recoupment for Basic Post Training

1. Newly recruited Deputy Sheriff's, whether new hired or lateral transfers from within the Sheriff's Office, shall be required to sign an agreement with the County obligating them to remain employed with the County for a minimum of thirty (30) months. This section applies only to those individuals who the County sends to POST Basic Training, at County expense. Deputy Sheriffs who do not conform to the agreement shall be required to reimburse the County for costs of the POST Basic Training.

F. Personal Body Armor

1. The County shall provide to requesting personnel assigned to Patrol status personal body armor, of good quality and a reputable brand in a style approved by the Sheriff meeting the National Institute of Justice Standard 0101.03 for Type IIA armor, with the stipulation that if requested and provided the body armor shall be worn at all times while the individual is on duty.
2. Body armor is provided to non-patrol personnel upon request and if requested must be worn in high risk situations. "High risk situations" shall be defined as pre-planned incidents where there exists a greater possibility of gunfire than normal. This includes but is not limited to search warrants, probation searches and building searches.
3. Body armor provided by the County shall be replaced, at County expense, every five (5) years. Body armor provided by the County is considered County owned equipment and shall be returned to the County upon separation.
4. Failure to wear County provided body armor may result in disciplinary action.
5. Probation Officers shall wear County provided vests as defined by the Chief Probation Officer.

G. Gun Belts and Accessories

1. The County shall provide to all sworn personnel gun belts and accessories required in the performance of their duties, which shall be replaced as needed.

2. In those instances where Management determines that leather gun belts and accessories shall be worn, the County shall provide such equipment.

H. PAL Program

1. DSA approves the PAL Program in Colusa County through the Colusa County Department of Mental Health.

I. Automobile Safety

1. The County agrees that every vehicle utilized by the Sheriff's Office when it attains total mileage of seventy-five thousand (75,000) miles plus or minus two thousand (2,000) miles shall provide a safety check of the vehicle performed by a State-qualified mechanic. Copies of the report shall be provided to the Sheriff and to the President of the DSA and the Sheriff shall have the discretion over the continued use of that vehicle.

J. American with Disabilities Act - Physical Standards

1. The County and the Association hereby agree to the implementation of physical standards within the job descriptions of all classes of DSA Employees. Such standards shall be in effect for all newly hired employees after the Association has reviewed and approved the physical standards of all classes within the Association.

K. Disciplinary Hearing/Discipline

1. The sole standard by which evidence and testimony is to be evaluated in a hearing shall be a preponderance of the evidence. As used herein, "preponderance of the evidence" means that evidence which persuades a reasonable person that the fact or event at issue is more likely than not true. Use of any other standard of proof shall constitute an excess of authority and grounds for setting aside or rejecting any decision based thereon.
2. Failure of the appellant/grievant to personally appear at the hearing in all circumstances shall constitute a waiver and withdrawal of the appeal/grievance.
3. In all cases of discipline appealable under the Colusa County Code, an arbitrator shall be appointed to be the hearing officer. The arbitrator shall be selected in the same manner as set forth in the grievance procedure in Article V.B of this Agreement. The arbitrator shall not be bound to the timeframe in rendering his/her decision. In reviewing the arbitrator's decision, the Board may exercise any options it may have under the Colusa County Code.
4. The use of reasonable, not excessive, force to contain a situation shall not be

considered "violence".

5. A conviction involving a diversion plan, although potentially eliminating the felony conviction will not eliminate the right of the County to discipline for the conduct giving rise to the conviction to the extent appropriate.
6. Contact will be made with the Human Resources Director before a determination is made that an employee is unfit for duty for any cause outlined in that section. The basis for a determination that an employee is unfit is reduced to writing and kept by the Human Resources Director. It is and shall be the practice of the County to place regular/permanent employees alleged to be violating the provisions of current County policy onto administrative leave until a Skelly hearing is completed, as opposed to placing regular/permanent employees falling within the parameter of that section on immediate suspension of any duration without pay.
7. May be subject to the Public Safety Officers' Procedural Bill of Rights Act.

L. Attention to Driving

1. The County of Colusa requires full attention be given when driving a County vehicle. This section requires employees pull to the side of the road when using the phone, reading maps and engaging in other activities which require or can cause an employee to take his/her eyes off the road. However, this section is not intended to require Safety Officers to pull off the road when using Department issued radios and in an emergency situation a cell phone,

M. Change in Scheduling

1. If a long-standing scheduling practice is proposed to be changed, DSA claims a right to maintain the past practice during the term of this Agreement and County maintains a right to change subject to meet and confer regarding any changes in advance of the changes going into effect.

N. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate
2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel

records subject to the following criteria:

- a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.
 - b. Disciplinary documentation and written reprimands shall be subject to the following provisions:
 - 1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.
 - 2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.
 - 3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.
 - 4) Terminations will remain in the employee's personnel file to never be removed.
 - c. Performance reviews are not subject to removal from an employee's personnel file.
3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.
 4. The provisions of this section only apply to the extent permitted by law.

O. Policy Review

1. The County may, from time to time, require DSA Employees to review County and/or Sheriff's Office Policies and may require employees to acknowledge that such reviews were accomplished. Acknowledgements will be in writing, shall only specify which policy or policies were provided to the employee for review and will indicate the employee completed such review. This policy review process will not be used as an investigatory interview. That is, employees will not be asked to report regarding the behavior of other employees except that the employee may be asked if he/she had

personally been the subject of behavior that is prohibited by County or Department policy.

P. Notice of Policy Revisions

1. The County will provide the Association with reasonable advance written notification of any proposed additions, deletions or modifications to County-wide policies or procedures affecting DSA Employees, including but not limited to, pending revisions of the Colusa County Personnel Rules.
2. The Sheriff's Office will provide the Association with reasonable advance written notification of any proposed additions, deletions or modifications to Departmental rules, policies or procedures affecting DSA Employees, including but not limited to, pending revisions of the Sheriff's Office Policy Manual.
3. The notifications required by this Section will be provided to the Association president or his/her designee. If notifications are to be provided to someone other than the Association president, the Association will so notify the Personnel Director and the Sheriff in writing.
4. Absent extenuating circumstances, notification will be assumed reasonable if provided at least ten (10) days in advance of any pending action that is subject to the notification requirements of this Section. In the case of exigent circumstances, notice will be provided as soon as practical.
5. Nothing in this Section shall be construed to waive either party's rights under the Agreement or their right to assert that the subject matter of a required notification is or is not a mandatory subject of bargaining as that term is defined in the Myers-Milias-Brown Act. If Association representatives wish to assert a bargaining right regarding a notification issued pursuant to this Section, they must so notify the Personnel Director in writing prior to the effective date of the action contemplated by the notice. Absent such written assertion from the Association, the County may proceed with the noticed action.

ARTICLE XIV SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby.

ARTICLE XV FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the

matters set forth herein. All other terms and conditions of employment not otherwise altered or amended by the terms herein remain in full force and effect. 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 XVI CURRENT COLUSA COUNTY PERSONNEL RULES

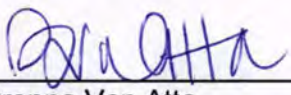
Any terms and conditions of employment contained in this Agreement shall supersede the amended Colusa County Personnel Rules except where the Personnel Rules provides greater protections than the Agreement for the DSA and its members.

ARTICLE XVII TERM

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

SIGNATURES

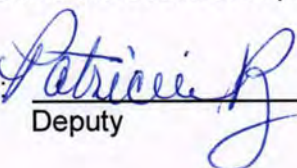
DATE: 11/15/23
COLUSA COUNTY DEPUTY SHERIFFS'
ASSOCIATION

BY: 
Brenna Van Atta
President

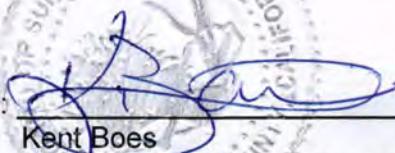
DATE: 02/09/2024

BY: Shaun Du Fosse
Shaun Du Fosse
Chief Negotiator

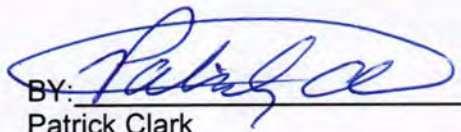
ATTEST: WENDY TYLER
Clerk to the Board of Supervisors

By: 
Deputy

DATE: 11/7/23
COUNTY OF COLUSA

BY: 
Kent Boes
Chair, of the Board of Supervisors

DATE: 11/9/23

BY: 
Patrick Clark
Chief Negotiator

APPENDIX A EQUITY ADJUSTMENTS

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

Effective October 1, 2023 – DSA Safety Equity Adjustment

Classification	Allocations	Current	New Range	% Increase
Animal Control Officer	2	DSA13	DSA16	7.5%
Chief Animal Control Officer	1	DSA17	DSA20	7.5%
Dispatcher	8	DSA22	DSA25	7.5%
Dispatch Supervisor	2	DSA28	DSA30	5.0%
Deputy Sheriff	21	DSS24	DSS29	12.5%
Sergeant	8	DSS31	DSS33	5.0%
DA Investigator II	1	DSS31	DSS33	5.0%
Total Number of Positions	43			