



MEMORANDUM OF UNDERSTANDING

**BETWEEN CITY OF COLUSA
AND
COLUSA PEACE OFFICERS ASSOCIATION**

April 1st, 2020 – March 31st, 2025

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), effective this 1st day of April, 2020 by and between the designated representatives of the CITY OF COLUSA (a public agency as defined in Section 3501c of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California) hereinafter referred to as CITY, and the authorized representatives of the COLUSA POLICE OFFICERS ASSOCIATION, hereinafter referred to as ASSOCIATION,

WITNESSETH THAT:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the CITY, ASSOCIATION and the general public may benefit there from, and to establish fair and equitable wages, hours and working conditions for certain hereafter designated employees of the CITY,

NOW, THEREFORE, the parties hereto do agree as follows:

TITLE 1. PREAMBLE

1.1 PRINCIPLES

The parties acknowledge the provisions of Chapter 10 (Section 3500, et seq.) of Division 4 of Title 1 of the Government code of the State of California.

1.2 NON-DISCRIMINATION

It is the policy of the CITY and ASSOCIATION not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, color, religious creed, political opinion or affiliation, sex, marital status, sexual orientation, age, national origin, gender, gender identity, gender expression, military or veteran's status, medical condition, physical or mental disability.

1.3 RIGHTS OF EMPLOYEES

Employees have the right to organize or join the employee organization for the purpose of representation on all matters of employer-employee relations. Employees are free to join or not to join an employee organization. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will he/she be withheld from equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent himself individually in his employment relations with the CITY. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

1.4 CITY RIGHTS

CITY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by law or this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: to manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed by CITY'S employees and the services to be provided; to classify positions, to determine the methods, processes, means and places of providing services.

1.5 SECTION TITLES

Section Titles in this Agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

TITLE 2. RECOGNITION

2.1 RECOGNITION

The CITY recognizes the Colusa Police Officer's Association, hereinafter referred to as the ASSOCIATION, as the exclusive representative of all employees of the CITY who hold the classification of Lieutenant, Sergeant, and Police Officer. The provisions of this MOU, hereinafter set forth, shall apply on to those employees of the CITY for whom the ASSOCIATION is the established exclusive representative.

2.2 APPLICABILITY

The provisions of this MOU shall be limited to the application to employees of the CITY in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this MOU, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom the ASSOCIATION is the exclusive bargaining representative of said employees.

TITLE 3. ASSOCIATION ACTIVITY

3.1 NON-DISCRIMINATION

Neither the CITY nor the ASSOCIATION shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his membership, or non-membership, in the ASSOCIATION or his activity on behalf of the ASSOCIATION.

3.2 REPRESENTATIVES OF ASSOCIATION

The ASSOCIATION'S Representatives shall have the right of reasonable access to bargaining unit members outside of their assigned duties; before and after work hours, at meals and break periods; and at other times as needed.

3.3 USE OF CITY FACILITIES

The ASSOCIATION is permitted to conduct meetings in CITY facilities, depending on availability of space.

3.4 MANAGEMENT LABOR MEETINGS

Employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be compensated at their regular rate of pay for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to created overtime for any CPOA member.

ASSOCIATION MEETINGS

The City will allow elected CPOA Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with a minimum of thirty (30) days prior notice given to the City, for up to two (2) hours per month, except in cases of emergency, in which the impact of staffing would not permit the Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel shall be required to monitor radio and respond in the event of an emergency.

RELEASE TIME FOR IA INTERVIEWS AND GRIEVANCES

The City will allow CPOA Board Members adequate release time to represent members during internal affairs interviews and grievance meetings while on duties except in cases of emergency in which the impact of staffing would not permit the Police Department to operate safely. This provision will apply to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.

TIME OFF FOR ASSOCIATION TRAINING AND CONFERENCES

The City will allow CPOA Board Members to utilize their accrued time off to attend Association training and conferences, under the same terms and conditions required for all other time-off requests.

3.5 DUES DEDUCTION

The Association shall have exclusive right to payroll deduction of dues for its members of the Colusa Police Officer's Association (CPOA).

Following receipt of written certification from the CPOA that it has and maintains voluntary dues deduction authorization forms from members in the Association, the City shall make payroll deductions and transmit monthly to the Association dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the Colusa Police Officer's Association, no later than the 15th of each month.

The written certification from the Colusa Police Officer's Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the Colusa Police Officer's Association. Employee request to cancel members' dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall cease within thirty (30) calendar days, Association dues deductions from the employee's paycheck.

An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Associations dues. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend, and hold harmless the City, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments, and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Association dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

The City will notify the Association not less than ten (10) calendar days prior to a new employee orientation and provide the association an opportunity to meet with the employee.

3.6 EXISTING RIGHTS AND BENEFITS

All existing rights and benefits shall continue except as modified by negotiated changes.

TITLE 4. SALARY

4.1 SALARY

Effective upon ratification of the Association and adoption by City Council, the parties agree to add 12.06% to the current step system 1-10 effective April 1st, 2020. Employees will remain at their current pay step . The City agrees to a salary and benefit economic re-opener to discuss increases only, in year three (3) of the contract term, but no later than October 1, 2022.

4.2 MERIT PERFORMANCE REVIEW

Merit Performance Reviews will be scheduled annually on the anniversary date of the employee's date of hire or promotion.

4.3 MERIT SALARY ADJUSTMENT (MSA)

Employees shall be eligible to receive a merit salary adjustment equivalent to one of the intermediate steps of the salary range for his or her classification each year when he or she meets or exceeds the standards of efficiency as determined during the annual Merit Performance Review. No employee shall exceed the maximum salary step on the salary range for his or her classification without the approval of the City Manager.

4.4 PAYDAY

Wages shall be paid at monthly intervals on the last working day of each month.

4.5 EDUCATIONAL INCENTIVE

Employees required to attend educational classes and seminars for the maintenance of the position filled will be paid for time in attendance, registration fees and books necessary, room, board, and mileage at the current rate approved by City Council when using their personal vehicle.

The CITY in the form of paid registration fees, books, class materials plus mileage, supports voluntary participation in classes pertinent to employee advancement within

their position. Determination of classes eligible for voluntary participation benefits shall be at the discretion of the Chief.

EDUCATIONAL INCENTIVE PAY

Intermediate Post	\$ 75.00	monthly
Advance Post	\$125.00	monthly
AA or AS Degree or 60 units	\$100.00	monthly
BA or BS Degree	\$250.00	monthly

(3 mix match maximum benefit)

The employee must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S Secretary of education, in pursuit of an AA, AS, BA, BS or undergraduate certification. Supporting documents must be provided.

TITLE 5. HOURS AND OVERTIME

5.1 WORK PERIOD

The work period for employees consists of seven (7) consecutive calendar days, Sunday through Saturday.

5.2 OVERTIME COMPENSATION

Overtime shall be paid pursuant to the provisions of the Fair Labor Standards Act.

5.3 COMPENSATING TIME OFF (CTO)

Employees may accrue CTO in lieu of cash overtime up to a maximum of 80 hours, subject to the approval of the Police Chief. Use of any accrued CTO shall not adversely impact police department staffing levels. It is agreed that this policy will be reviewed at the time of negotiations for a successor MOU for a determination on continuance of the policy.

5.4 MUTUAL AID PAY

Personnel deployed pursuant to a mutual aid request shall be paid at a rate of 1 and ½ times the normal rate of pay on a non-shift working day, and will be paid at the regular rate for any scheduled shift working day.

5.5 CALL BACK OVERTIME

Call back pay for extra duty worked (i.e. investigations, trainings, court appearances, hearings, depositions, staff meetings or any other work deemed necessary by the Chief of Police) shall be paid at 1 and ½ times the regular rate. Employees called back for extra duty shall be paid a minimum of three hours pay (does not apply to Police Secretary).

5.6 NIGHT SHIFT DIFFERENTIAL PAY

Police Officers whose schedule requires them to work between the hours of 3:00 PM and 7:00 AM shall receive 5% of their base salary for night differential for all hours worked during those times. This benefit is subject to mandatory rotation.

5.7 FIELD TRAINING OFFICER PAY

For the specific hours in which an employee is assigned and performing Field Training Officer (FTO) duties, said employee shall receive additional compensation equal to the amount of 6% of the employee's regular rate of pay for all hours FTO duties are performed.

5.8 BILINGUAL PAY

An employee shall receive bilingual pay if:

- The CITY determines that bilingual skill is a requirement of the employee's position;
- The employee agrees to utilize his or her bilingual ability on the job;
- The employee is able to demonstrate bilingual proficiency that is satisfactory to the CITY up to and including language certification; and
- The assignment is in writing and reviewed on an annual basis.

Employees who qualify pursuant to the above shall receive a 5% increase in salary for the duration of the assignment.

5.9 OUT OF CLASS PAY/OFFICER IN CHARGE (OIC) TEMPORARY UPGRADE PAY

Employees assigned to perform duties of higher classification shall receive Out-of-Class/Officer-in-Charge pay equivalent to the salary rate as if the employee were promoted to that position, such that the minimum Out-of-Class/Officer-in-Charge pay is at least five percent (5%) above the employee's current salary for all hours in which the Out-of-Class/Officer-in-Charge duties were performed.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation, the monetary value of Out-of-Class/Officer-in-Charge Pay shall be reported to CalPERS as Special Compensation. The parties agree that Out-of-Class/Officer-in-Charge pay, referred to as "Temporary Upgrade Pay" by CalPERS, is described in the California Code of Regulations (CCR), Section 571(a)(3) as a "Premium Pay". However, it is ultimately CalPERS who determines whether any form of pay is reportable as Special Compensation. "New Members" as defined by PEPR, are ineligible to have the value of Out-of-Class Pay reported to CalPERS.

TITLE 6. LEAVE OF ABSENCE

6.1 FUNERAL LEAVE

Employees shall be granted time off with pay to attend funerals.

6.2 BEREAVEMENT LEAVE

Employees eligible to use sick leave may use up to three (3) days accrued sick leave upon the death of the following family member: Mother, father, brother, sister, spouse, child, parent of spouse, grandparents and grandchildren. Five (5) days accrued sick leave may be used if traveling out of State. The Police Chief can approve the use of additional leave credits for bereavement leave subject to operational need. If the employee has no accrued sick or vacation leave, he will be granted one day off with pay.

6.3 JURY OR COURT DUTY

Employees called for jury duty or subpoenaed as a witness in a CITY related matter shall be granted the necessary time off for this purpose and shall be compensated in full by the CITY. The employee, however, must relinquish jury duty compensation excluding any mileage reimbursement to the CITY.

6.4 ADMINISTRATIVE LEAVE

The Lieutenant is entitled to take one day off per month as needed to conduct personal business. No accumulation is allowed.

6.5 CATASTROPHIC LEAVE

Employees who exhaust their paid leaves due to a catastrophic illness/injury related to them or a family member may apply for Catastrophic Leave. In order to be eligible there must be medical substantiation to demonstrate serious illness or injury. Employees may voluntarily transfer accrued but unused sick leave, vacation or personal holidays to other CITY employees. Employees who participate must donate a minimum of eight (8) hours. Authorization for the transfer will be on the prescribed form and signed by the donating employee specifying the receiving employee and the number of hours authorized for transfer. Employees may not transfer more than eighty percent (80%) of their accrued leave time. Authorized transfers shall be effectuated in the order they are received and only as needed by the receiving employee in order to pay their salary. In no case shall the employee receive more than their normal wages, and neither employee will receive a cash benefit for transferred hours. Once transferred, the leave accruals become the property of the receiving employee.

TITLE 7. SICK LEAVE

The parties agree to implement changes to Title 7 Sick Leave to comply with the Healthy Work Places, Healthy Families Act of 2014 during the term of this agreement.

7.1 ACCUMULATION

Employees shall earn sick leave at a rate of eight (8) hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave. An

employee who has been on sick leave for over ten (10) working days in that calendar month shall not accumulate sick leave in a calendar month.

7.2 ALLOWANCE

Sick leave shall be allowed for an absence due to a bona fide illness, off duty injury, or confinement for medical treatment. Employees may use up to six (6) days of their accrued sick leave per illness per year to provide needed care to a member of their immediate family who is seriously ill or injured.

7.3 BUYOUT UPON TERMINATION

For the purpose of pay off upon retirement or termination after ten (10) years of service, employees are eligible to receive cash payment for 50% of the maximum accrual of 75 days. Service retirement usage of sick leave is allowed. Employees may take time off equivalent to 40% of accumulation to a maximum of 30 days (15 shifts) before the effective date of retirement with no effect on CalPERS.

7.4 WORKERS' COMPENSATION

Safety employees receive workers' compensation payments in accordance with all state and federal laws. If an employee is injured on the job, and is receiving benefits under Workers' Compensation, he/she shall be allowed to use unused leave benefits in an amount sufficient to provide wages equal to his/her salary as if he/she was normally employed until such time as all leave benefits are exhausted.

TITLE 8. HOLIDAYS

8.1 HOLIDAY ENTITLEMENT

The following are holidays for which all employees will be entitled to time off with pay:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day
 Veterans Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Day
 Personal Floating Holiday

Employees shall accrue three (3) days or shift equivalent annually on January 1st, this time must be used by December 31st of the year in which it was received, or it shall be forfeited. The Personal Holiday is not subject to buyout.

8.2 SATURDAY AND SUNDAY HOLIDAY

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday. When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

8.3 HOLIDAY BENEFIT PAY

A sworn employee who is scheduled to work on a holiday will be paid at one and ½ times the regular rate, in addition to any regular pay to which he/she is entitled.

A sworn employee who is on a scheduled day off when a holiday falls will be paid a holiday benefit of eight (8) hours at one time the regular rate, in addition to any regular pay to which he/she is entitled.

TITLE 9. VACATIONS

9.1 VACATION ALLOWANCE

Employees are eligible to use accrued vacation leave after serving a minimum of six months. Employees shall be entitled to earn vacation at the following rate:

<u>Years of Service</u>	<u>Annual Leave Credits</u>	<u>Per Month</u>
Less than 5	10 days annually	6.7 hours
5 years but less than 15	15 days annually	10 hours
15 years or more	20 days annually	13.36 hours

9.2 UNUSED VACATION

Subject to the limitations and conditions set forth in paragraphs 9.4, 9.5 and 9.6 employees who have served a minimum of one year whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation.

9.3 TERMINAL VACATION

Terminal vacation is defined as time after an employee has given notice of termination/retirement and is utilizing vacation time before their actual date of termination. Employees shall not earn additional vacation credit while on terminal vacation.

9.4 MAXIMUM ACCRUAL

Employees will be allowed to earn vacation credits to a maximum accrual equal to one and a half (1 1/2) times the employee's annual vacation leave credits. Employees will not be allowed to earn more than the maximum accrual. Should an employee's vacation leave credits reach the maximum the employee shall cease to earn any additional vacation credits until the leave balance is reduced sufficiently to allow additional credits to be added without exceeding the maximum accrual.

9.5 VACATION SELL BACK

Employees who earn fifteen (15) days of annual vacation (or shift equivalent) per year and have used at least ten (10) days during the previous twelve months will be allowed to sell back up to five (5) days of vacation credits per calendar year. Employees who earn twenty (20) days of annual vacation (or shift equivalent) per year and have used at least ten (10) days during the previous twelve months will be allowed to sell back up to ten (10) days of vacation credits per calendar year. The CITY will buy back vacation credits based upon the employee's current hourly rate of pay.

9.6 PAST VACATION CREDITS

All vacation credits accrued by an employee prior to December 31, 2000 shall be considered the employee's Past Vacation Credits. Vacation credits earned prior to

December 31, 2000 are not subject to the maximum accrual set forth in Section 9.4 and will not be considered in determining the employee's eligibility to earn additional vacation credits.

9.7 BUYBACK OF PAST VACATION CREDITS

Employees who have Past Vacation Credits may sell back up to ten (10) days worth of credits per fiscal year. The CITY will buy back Past Vacation Credits based upon the employee's current hourly rate of pay.

TITLE 10. MISCELLANEOUS

10.1 UNIFORM MAINTENANCE ALLOWANCE

The following uniform maintenance allowances shall be paid:

- Lieutenant: \$65.00 per month
- Sergeant \$65.00 per month
- Police Officer \$65.00 per month

The CITY will replace worn uniforms or uniforms damaged beyond repair in the line of duty, upon approval of the Chief. The City will provide uniforms for employees upon dates of hire.

10.2 CITY VEHICLE

CITY will provide an automobile for the Lieutenant conducting CITY business.

10.3 PROFESSIONAL DUES

CITY will provide for the payment of annual dues to the California Peace Officers Association for all officers.

TITLE 11. BENEFITS

11.1 HEALTH INSURANCE PLAN MINIMUM EMPLOYER CONTRIBUTION

Currently the City participates in the California Public Employees Retirement System (CalPERS) for medical insurance under its Public Employees Medical and Hospital Care Act (PEMHCA), and will pay the Minimum Employer Contribution (MEC) for each employee or retiree enrolling himself/herself, and where applicable, his/her eligible dependents in one of the medical plans offered by CalPERS.

In the event the City leaves the CalPERS PEMCHA program this provision, the Health Insurance Plan Minimum Contribution, will become null and void.

11.2 CITY BENEFIT STIPEND FOR ACTIVE EMPLOYEES

11.2.1 The intent of the City is to provide a meaningful benefit program for active employees. Toward that end, it is the intent for the benefit stipend to provide, when combined with the PEMHCA minimum employer contribution (if any), the following:

- Maximum medical health care benefit stipend for employee and dependent will be the greater of either a total of \$1127.77 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 the CalPERS Blue Shield EOP employee only premium.
- 100% employee/dependent paid dental benefit.
- 100% employee/dependent paid vision benefit.

11.3 CITY RETIREE BENEFIT STIPEND PROGRAM

The intent of the City is to provide a meaningful retiree medical program for its employees. Toward that end, it is the intent for the benefit stipend to provide employee only coverage, when combined with the PEMHCA minimum contribution (if any), in PORAC medical or similar program.

11.3.1 Active employees hired prior to July 1, 2010 and who retire from the City with at least ten (10) years of service with the City between the age 50 and 65 (or

Medicare eligibility age, whichever is later), and participate in the CalPERS medical insurance program will be eligible to receive the City Retiree Supplemental Benefit Stipend until they reach the age of 65 (or Medicare eligibility age, whichever is later).

11.3.2 Upon retirement employees hired after July 1, 2010 shall be entitled to only the Health Insurance Plan Minimum Employer Contribution (MEC) pursuant to Section I above, if applicable.

11.4 CITY RETIREE SUPPLEMENTAL BENEFIT STIPEND

This stipend is only applicable to employees hired prior to July 1, 2010.

11.4.1 Pursuant to the provisions of 11.3 above, the City shall pay a Stipend amount that will, when combined with the MEC (if applicable), continue to fully pay for the PORAC medical plan for a retiree enrolling as a “single” employee.

11.5 MEDICARE SUPPLEMENT STIPEND

Employees hired before July 1, 2010 and that retire and are eligible for Medicare must enroll in the Medicare program. Once enrolled in the Medicare program retired city employees will be entitled to the Medicare Supplement Stipend.

11.5.1 On annual basis the Medicare Supplement stipend shall be adjusted to fully pay for the Blue Shield Option F Medicare supplement plan plus Medicare part D premium.

11.6 MEDICAL INSURANCE PLAN CHANGES

Nothing herein precludes the City from substituting a similar alternative medical insurance plan for the current plans with a different provider.

11.7 GENERAL RULES FOR PERS MEDICAL COVERAGE

11.7.1 The active or retired employee and his/her spouse and/or dependents must be eligible to enroll in a CalPERS medical plan based on employment with the City, as determined by CalPERS.

11.7.2 Continuing eligibility for CalPERS medical plan coverage of retirees and their spouses shall be determined by CalPERS.

11.7.3 Each enrolled retiree shall pay the full balance of the medical premium for the plan they select in such manner as prescribed by CalPERS.

11.7.4 New employees shall be eligible for medical plan coverage on the first day of the month following completion of the eligibility period as established by CalPERS.

11.8 DENTAL PLAN

The City will continue to offer dental insurance for employees and dependents(100% City paid).

11.9 TERM LIFE INSURANCE

Employees must pay the premium for participation in term life insurance out of their benefit stipend or out of their paycheck on a pre-tax basis.

11.10 LONG TERM DISABILITY INSURANCE

Employees must pay the premium for participation in long term disability insurance out of their benefit stipend or out of their paycheck on a pre-tax basis.

11.11 VISION PLAN

The City will continue to offer vision insurance for employees and dependents (100% City paid).

11.12 DEFERRED COMPENSATION PROGRAM

The CITY has established for all employee's voluntary participation in qualified Deferred Compensation programs. Employees may defer up to the amount established by law.

11.13 IRS SECTION 125 PLAN

The CITY has established for all employee's voluntary participation in qualified IRS Section 125 plans.

11.14 STATE DISABILITY INSURANCE

Employee contributions for State Disability Insurance are required at the rate established each year by the California Employment Development Department.

11.15 LIFE INSURANCE

The CITY shall provide for each employee, at no cost to the employee, Life Insurance and Accidental Death and Dismemberment Insurance in the amount of \$50,000.

TITLE 12. RETIREMENT

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Classic Safety Employees:

- Pension formula shall be 2%@50.
- Employee will pay 100% of employee contribution.
- Pension shall be calculated on highest 36 months salary.
- Effective June 1, 2012 pension shall be calculated on highest 12 months salary.

Classic Non-Safety Employees

- Employees hired after July 1, 2010:
 - Pension Formula shall be 2%@60.
 - Employee will pay 100% of employee contribution.
 - Pension shall be calculated on highest 36 months salary.
- Employees hired prior to July 1, 2010:
 - Pension formula shall be 2%@55.
 - Employer pays 100% of employee contribution.
 - Pension calculated based on highest 12 months with EPMC.
- New Member Safety Employees:

Employees hired on or after January 1, 2013, who don't have prior membership with CalPERS as prescribed by the Public Employees' Pension Reform Act of 2013:

- The retirement formula shall be the PERS 2.7% @ 57 retirement formula.
- The employee shall contribute one-half (1/2) of the "normal cost" of the benefit, based on the annual valuation report prepared by PERS, rounded to the nearest ¼ of 1%.

▪ **New Member Non-Safety Employees**

Employees hired on or after January 1, 2013, who don't have prior membership with CalPERS as prescribed by the Public Employees' Pension Reform Act of 2013:

- The retirement formula shall be the PERS 2% @ 62 retirement formula.
- The employee shall contribute one-half (1/2) of the "normal cost" of the benefit, based on the annual valuation report prepared by PERS, rounded to the nearest ¼ of 1%.

TITLE 13. TERM OF AGREEMENT

This MOU shall be for the term beginning April 1st, 2020, and shall continue in full force and effect through March 31st, 2025. This MOU shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 7th day of April, 2020.

COLUSA POLICE OFFICERS ASSOCIATION



David Jackson, CPOA President

CITY OF COLUSA



Josh Hill, Mayor

APPROVED AS TO FORM:



Ryan Jones, City Attorney

ATTACHMENT A

Current Salary Schedule

2% every 2 years

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
SERGEANT	4947	5194	5454	5727	6013	6133	6256	6381	6509	6639
OFFICER	4192	4402	4622	4853	5095	5197	5301	5407	5515	5626