



MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CITY OF COLUSA
AND
MIDDLE MANAGEMENT GROUP**

April 1st, 2025 – March 31st, 2027

Table of Contents

TITLE 1 - PREAMBLE	3
TITLE 2 - RECOGNITION.....	4
TITLE 3 – GROUP ACTIVITY	5
TITLE 4 – WAGES AND CLASSIFICATIONS	5
TITLE 5 - LEAVE OF ABSENCE.....	7
TITLE 6 - SICK LEAVE	8
TITLE 7 - HOLIDAYS.....	9
TITLE 8 - VACATIONS	10
TITLE 9 – MISCELLANEOUS	11
TITLE 10 - BENEFITS	11
TITLE 11- PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS)	14
TITLE 13 - TERM OF AGREEMENT	15

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of April, 2025 by and between the designated representatives of the CITY OF COLUSA (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the CITY, and the authorized representatives of the CITY OF COLUSA MIDDLE MANAGEMENT GROUP, hereinafter referred to as the GROUP,

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, GROUP and the general public may benefit there from, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the CITY,

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

TITLE 1. PREAMBLE

1.1 PRINCIPALS

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 GROUP not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate based on an employee's race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the City, and the City will investigate those complaints.

1.3 RIGHTS OF EMPLOYEES

Employees have the right to organize or join the employee organization for the purpose of representing all matters of employer-employee relations. Employees are free to join or not to join an employee organization and shall have the right to refuse to join or participate in the activities of the 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 Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. 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 City of Colusa Department Head Group, hereinafter referred to as the GROUP as the exclusive representative of all employees of the CITY who hold a classification listed on Exhibit A. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply only to those employees of the CITY of Colusa for whom City of Colusa Department Head Group is the established exclusive representative.

2.2 APPLICABILITY

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

TITLE 3. GROUP ACTIVITY

3.1 NON-DISCRIMINATION

Neither the CITY nor the GROUP, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his membership, or non-membership, in GROUP or his activity on behalf of GROUP. In addition, retaliation because of the employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities is prohibited.

3.2 REPRESENTATIVES OF GROUP

The CITY recognizes the Department Head Group, hereinafter referred to as the GROUP, as the exclusive representative of all employees for the CITY who hold the classification of Public Works Director, Finance Director, Police Chief, Fire Chief, or any other classification deemed necessary by the City Manager.

3.3 USE OF CITY FACILITIES

The GROUP is permitted to conduct meetings in City facilities, depending upon availability of space. The GROUP'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.

3.4 NEGOTIATIONS

GROUP representatives shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding or new conditions not covered in the Agreement. This time off shall be compensated by CITY at the normal rate of pay.

TITLE 4. WAGES AND CLASSIFICATIONS

4.1 SALARY

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Lieutenant	\$6,382	\$ 6,701	\$7,036	\$7,388	\$7,757	\$7,912	\$8,071	\$8,232	\$8,397	\$ 8,565
Grant Writer	\$5,377	\$ 5,646	\$5,928	\$6,225	\$6,536	\$6,666	\$6,800	\$6,936	\$7,075	\$ 7,216
Public Works Superintendent	\$6,022	\$ 6,323	\$6,640	\$6,971	\$7,320	\$7,466	\$7,616	\$7,768	\$7,923	\$ 8,082
Utilities Superintendent	\$7,100	\$ 7,455	\$7,828	\$8,219	\$8,630	\$8,721	\$8,895	\$9,073	\$9,255	\$10,000
Police Services Manager	\$4,397	\$4,617	\$4,848	\$5,090	\$5,345	\$5,451	\$5,561	\$5,672	\$5,785	\$5,901
Recreation Coordinator	\$3,366	\$ 3,534	\$3,711	\$3,897	\$4,091	\$4,173	\$4,257	\$4,342	\$4,429	\$ 4,517
City Planner	\$4,816	\$ 5,057	\$5,310	\$5,575	\$5,854	\$5,971	\$6,090	\$6,212	\$6,336	\$ 6,463
Code Enforcement	\$4,947	\$ 5,194	\$5,454	\$5,727	\$6,013	\$6,133	\$6,256	\$6,381	\$6,509	\$ 6,639

Stipend in the amount from \$2,000 to \$4,000 April 1st 2025 and on December 1st 2025 based on years of service, 0-5 years of service \$2,000 5-10 years of service \$2,500, 10-15 years of service \$3,000, 15-20 years of service \$3,500 and 20-25 years of service \$4,000

4.2 MERIT PERFORMANCE REVIEW

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

4.3 MERIT SALARY ADJUSTMENT (MSA)

After completing the probationary period, each employee shall 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 by 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 PAY DAY

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 City Manager.

EDUCATIONAL INCENTIVE PAY

Utilities Grade 2 Collection	\$ 75.00	monthly
Utilities Grade 3 Wastewater	\$100.00	monthly
Intermediate Post	\$ 75.00	monthly
QAQC License	\$ 75.00	monthly
Company Officer/SFT	\$ 75.00	monthly
Fire Inspector I/SFT	\$ 75.00	monthly
Utilities Grade 3 Wastewater	\$125.00	monthly
EMT certification	\$100.00	monthly
Advance Post	\$125.00	monthly
Arborist License	\$125.00	monthly

Community Risk Educator/SFT	\$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 educational, in pursuit of an AA, AS, BA, BS or undergraduate certification. Supporting documents must be provided.

4.6 SPECIAL ASSIGNMENT PAY

Employees required to perform duties that are historically outside of the normal job classification, and defined within the CalPERS Government Code section 7522.34, shall receive compensation. Such compensation shall be defined and approved by the City Manager.

4.7 BILINGUAL PAY

Eligible employees may receive Bilingual Pay at five percent (5%) of the employee's base salary. To be eligible, the employee must be certified and determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City may arrange the testing and certification process.

TITLE 5. LEAVE OF ABSENCE

5.1 FUNERAL LEAVE

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

5.2 BEREAVEMENT LEAVE

Upon the death of a family member, employees are entitled to a total of five (5) days of bereavement leave. One (1) day of this leave will be paid. The remaining four (4) days may be taken as unpaid leave or substituted with available vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available.

For the purposes of bereavement leave, a "family member" is a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

5.3 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.

The employee will notify their supervisor as soon as possible once they receive notice of jury duty. The employee will submit the "Certification of Jury Duty" to their immediate supervisor. Should the employee be released from jury duty early they will return to work, unless there is less than one (1) hour remaining on the employee's regular shift.

Should an employee be subpoenaed to appear in a court of law as a witness, they shall receive their regular pay for any regularly scheduled work time spent answering the subpoena. This section does not apply if the employee is a party to the court action.

To receive their regular pay the employee while on witness leave the employee must provide their supervisor with a copy of the subpoena and proof of the time spent as a witness. The employee must also deposit all witness fees received for such service, exclusive of mileage, with the Finance Department.

TITLE 6. SICK LEAVE

The parties agree to implement changes to Title 6 Sick Leave to comply with the Healthy Workplaces, Healthy Families Act of 2014 during the term of this agreement.

6.1 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.

6.2 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.

6.3 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.

6.4 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 7. HOLIDAYS

7.1 HOLIDAY ENTITLEMENT

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

The city will recognize all federal holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Juneteenth
12. Columbus Day
13. Personal Floating Holiday (1)

(1 day or shift equivalent with exception of Fire Dept. (24 hours). Employee shall accrue 1 day or shift equivalent annually on January 1st, this time must be used by December 31st of each year in which it was received, or it shall be forfeited. Personal holidays are not subject to buyout.

7.2 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.

TITLE 8. VACATIONS

8.1 VACATION SELL-BACK

Employees are divided into four tiers based on their years of service and will be allowed to sell back a portion of earned vacation time based on the following rates:

<u>Tier</u>	<u>Years of Service</u>	<u>Maximum # of Hours able to sell back</u>
Tier (1) One:	0-2	0 hours
Tier (2) Two:	2-5	20 hours
Tier (3) Three:	5-15	40 hours
Tier (4) Four:	15+	80 hours

Employees must maintain a minimum of eighty (80) hours to be eligible to sell vacation time back. Employees must use forty (40) hours of vacation time during the last twelve months to be eligible to sell vacation time back to the City.

8.2 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 leave.

8.3 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.

8.4 BUY BACK 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.

8.5 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 either 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 9. MISCELLANEOUS

9.1 CITY VEHICLE

The CITY will provide a CITY vehicle for conducting CITY business, if applicable.

9.2 MANAGEMENT LEAVE

In recognition of the additional time required (evening meetings, occasional weekends, etc.) to do their jobs properly, management employees receive twelve days of management leave every January 1st. Time must be utilized by December 31st; it does not accrue and has no cash value

TITLE 10. BENEFITS

10.1 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.

10.1.1 Maximum Health Plan Change

It is in the City of Colusa's best interest to provide a meaningful benefit to recruit and retain its employees. All represented employees shall have access to, and the ability to enroll himself/herself, and where applicable, his/her dependents into the CalPERS Health Plans. The City will contribute employee-only 100% coverage up to the maximum Blue Shield Access. If an employee chooses a lesser plan, such as the PERS Gold Plan and adds dependent or dependents, the maximum out-of-pocket would be **\$309.00**/per month.

This has no cash value and only affects employees who elect a lesser plan and add dependent coverage.

10.2.1 CITY BENEFIT FOR ACTIVE EMPLOYEES

10.2.1 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:

- 100% employee/dependent paid dental benefit.
- 100% employee/dependent paid vision

10.3 CITY RETIREE HEALTH BENEFIT STIPEND PROGRAM

The City intends 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 Blue Shield EPO medical or similar program.

10.3.1 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 Health Benefit Stipend until they reach the age of 65 (or Medicare eligibility age, whichever is later).

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

10.4 CITY RETIREE SUPPLEMENTAL HEALTH BENEFIT STIPEND AT AGE 65

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

10.4.1 Under the provisions of 10.4 above, the City shall pay a Stipend amount that will, when combined with the MEC (if applicable), continue to fully pay for the CalPERS Blue Shield EPO medical plan for a retiree enrolling as a “single” employee.

10.4.2 Employees hired before July 1st, 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 maximum CalPERS Blue Shield EPO Medicare Supplement Stipend.

10.4.3 Employees hired after July 1st, 2010, shall be entitled to only the Health Insurance Plan Minimum Employer contribution (MEC).

10.5 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.

10.6 GENERAL RULES FOR PERS MEDICAL COVERAGE

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 and Public Employees Medical and Health Care Act (PEMCHA). The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a plan, retirees will only be permitted to modify their plan selection during open enrollment pursuant to CalPERS rule.

10.7 DENTAL PLAN

The City will continue to offer dental insurance for employees and dependents. Retirees have the option to continue after employment with the City plan. Retirees must pay 100% of the monthly premium.

10.8 AFLAC SUPPLEMENTAL INSURANCE

The City will continue to offer Aflac Insurance products during the term of this MOU. Employees must pay the premium via the Cafeteria Plan.

10.9 VISION PLAN

The City will continue to offer vision insurance for employees and dependents. Retirees have the option to continue after employment with the City plan. Retirees must pay 100% of the monthly premium.

10.10 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.

10.11 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 11. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (P.E.R.S)

11.1 PENSION

11.1.1 Classic Safety Employees:

- Pension formula shall be 2%@50.
- Employee will pay 100% of employee contribution.
- Pension shall be calculated on highest 12 months salary.

11.1.2 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 12 months salary.
- Employees hired prior to July 1, 2010:
 - Pension formula shall be 2%@55.
 - Employee pays 100% of employee contribution.
 - Pension calculated based on highest 12 months.

11.1.3 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.

11.1.4 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.

11.2 SICK LEAVE CREDIT

Accrued sick leave shall be applied as retirement credit pursuant to PERS law.

TITLE 12. TERM OF AGREEMENT

This Agreement shall be for the term beginning April 1st, 2025, and shall continue in full force and effect through March 31st, 2027, and thereafter from year to year, unless superseded by a successor agreement.

This Memorandum of Understanding 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 Memorandum of Understanding this 1st day of April 2025

MIDDLE MANAGMENT GROUP

Cliff Burrious

Cliff Burrious, Recreation Supervisor

Emmanuel Soto

Emmanuel Soto, Code Enforcement

CITY OF COLUSA



RYAN CODORNIZ, MAYOR

APPROVED AS TO FORM



Ryan R. Jones, City Attorney

Signature: Cliff Burrious
Cliff Burrious (Jun 19, 2025 16:00 PDT)

Email: recreation@cityofcolusa.gov

Signature: Emmanuel Soto
Emmanuel Soto (Jun 20, 2025 15:06 PDT)

Email: codeenforcement@cityofcolusa.gov