

MEMORANDUM OF UNDERSTANDING

AND MISCELLANEOUS GROUP

April 1st, 2025 - March 31st, 2027

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), effective this 1st day of April 2025 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 MISCELLANOUS GROUP, hereinafter referred to as UNIT,

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, UNIT 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 UNIT 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 MISCELLANEOUS GROUP UNIT, hereinafter referred to as the UNIT, as the exclusive representative of all employees of the CITY who hold the classification represented in Exhibit A. The provisions of this MOU, hereinafter set forth, shall apply on to those employees of the CITY for whom the UNIT 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 UNIT is the exclusive bargaining representative of said employees.

TITLE 3. UNIT ACTIVITY

3.1 NON-DISCRIMINATION

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

3.2 REPRESENTATIVES OF UNIT

The UNIT'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 UNIT 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 MISCELLANEOUS member.

UNIT MEETINGS

The City will allow elected MISCELLANEOUS 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 CITY 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.

3.5 EXISTING RIGHTS AND BENEFITS

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

TITLE 4. SALARY

4.1 SALARY

Public Works						2% eve	ry 2 years	Longevit	y Pay	
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Worker	\$3,056	\$3,208	\$3,369	\$3,537	\$3,714	\$3,788	\$3,864	\$3,941	\$4,020	\$4,101
Senior Maintenance Worker	\$3,900	\$4,095	\$4,299	\$4,514	\$4,740	\$4,835	\$4,932	\$5,030	\$5,131	\$5,233
Equip. Operator Mechanic	\$3,846	\$4,038	\$4,240	\$4,452	\$4,674	\$4,768	\$4,863	\$4,960	\$5,060	\$5,161

Water/Sewer						2% eve	ry 2 years	Longevity	Pay	
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Utility Maintenance Worker	\$3,056	\$3,208	\$3,369	\$3,537	\$3,714	\$3,788	\$3,864	\$3,941	\$4,020	\$4,101
Utility System Operator I	\$3,857	\$4,049	\$4,252	\$4,465	\$4,688	\$4,782	\$4,877	\$4,975	\$5,074	\$5,176
Utility System Operator II	\$4,242	\$4,454	\$4,677	\$4,911	\$5,156	\$5,259	\$5,364	\$5,472	\$5,581	\$5,693
Utility System Operator III	\$5,111	\$5,366	\$5,634	\$5,916	\$6,212	\$6,336	\$6,463	\$6,592	\$6,724	\$6,859
Utility System Lead Worker	\$5,621	\$5,902	\$6,197	\$6,507	\$6,833	\$6,969	\$7,109	\$7,251	\$7,396	\$7,544

Office Staff	De Danie en Guardina			ar terrodoros consecues		2% every 2 years Longevity Pay				
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk I	\$3,128	\$3,284	\$3,449	\$3,621	\$3,802	\$3,878	\$3,956	\$4,035	\$4,115	\$4,198
Account Clerk II	\$3,992	\$4,192	\$4,401	\$4,621	\$4,852	\$4,949	\$5,048	\$5,149	\$5,252	\$5,357
Finance Analyst	\$3,992	\$4,192	\$4,401	\$4,621	\$4,852	\$4,949	\$5,048	\$5,149	\$5,252	\$5,357

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

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 City Manager.

EDUCATIONAL INCENTIVIE PAY

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

TITLE 5. HOURS AND OVERTIME

5.1 WORK PERIOD

The work period for employees consists of seven (7) consecutive calendar days, Sunday through Saturday. The standard work hours are eight or ten (8 or 10) hours per day Monday through Friday, for a total of forty (40) hours during a workweek. The standard hours of employment are designated 8- or 10-hour shift between 6:00 a.m. and 6:00 p.m.

Monday through Friday, for a total of forty (40) hours during a workweek. The standard hours of employment are designated 8- or 10-hour shift between 6:00 a.m. and 6:00 p.m.

- City Hall will be open Monday through Thursday 7:00-5:00 and closed on Fridays. Employees will be granted 1 hour paid lunch break.
- Public Works staff must alter days to include coverage on both Monday and Friday with no additional overtime. Employees will be granted one (1) hour paid lunch break

5.2 OVERTIME COMPENSATION

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

5.3 CALL BACK OVERTIME

When an employee is called back to work, he/she shall be paid at one and one-half (1 ½) times the employee's normal rate of pay, regardless of actual hours worked during the workweek. The minimum time for which overtime shall be paid un this section is one (1) hour.

5.4 STANDYBY

Hours worked while the employee is assigned to standby duty shall be paid at one and one-half (1 ½) times the normal rate of pay, regardless of actual hours worked during the workweek.

5.4.1 WEEKDAYS

Employees assigned to standby shall be paid two (2) hours at their regular overtime rate for each night they are assigned Monday through Friday.

5.4.2 WEEKENDS AND HOLIDAYS

Employees assigned to standby on a holiday or weekend day shall be paid eight (8) hours at their regular overtime rate for each day they are assigned to standby.

5.4.3 MINIMUM HOURS

Employees who are assigned to a standby shift shall be paid an additional minimum of (1) hour at their overtime rate for each call, which requires the employee to return to work.

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.

5.6 SPECIAL ASSIGNMENT/INCENTIVE PAY/TEMPORARY UPGRADE PAY

Employees assigned to perform duties of higher classification shall receive SPECIAL ASSIGNMENT/INCENTIVE PAY/TEMPORARY UPGRADE such that the minimum SPECIAL ASSIGNMENT/INCENTIVE PAY/TEMPORARY UPGRADE is at least five percent (5%) above the employee's current salary for all hours in which the SPECIAL ASSIGNMENT/INCENTIVE PAY/TEMPORARY UPGRADE duties were performed. In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation, the monetary value of SPECIAL ASSIGNMENT/INCENTIVE PAY/TEMPORARY UPGRADE shall be reported to CalPERS Special Compensation. The parties agree that SPECIAL ASSIGNMENT/INCENTIVE PAY/TEMPORARY UPGRADE, referred to by CalPERS, is described in the California Code of Regulations (CCR), Section 571.1 to title 2 "pensionable compensation" as defined in Government Code section 7522.34. However, it is ultimately CalPERS who determines whether any form of pay is reportable as Special Compensation. "Pensionable compensation" for all "New Members" as defined by PEPRA, does not include all items listed under Government Code section 7522.34.

TITLE 6. LEAVE OF ABSENCE

6.1 FUNERAL LEAVE

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

6.2 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.

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.

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 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

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.

The City will recognize all federal holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Personal Floating Holiday

Juneteenth

Columbus Day

(I day or shift equivalent with exception of Fire Dept. (24 hours). Employee shall accrue I days 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.

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.

TITLE 9. VACATIONS

9.1 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:

Tier	Years of Service	Maximum # of Hours able to sell back
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.

9.2 TERMINAL VACATION

9.3 MAXIMUM VACATION ACCRUAL

The maximum vacation Employees may accrue is one-and-one-half (1.5) times their annual accrual of vacation time. It is the employee's responsibility to know how much vacation they have and have taken once you have reached the accrual limit, you will stop earning vacation until you have taken a vacation and are below the accrual limit.

9.4 PAST VACATION CREDITS

All vacation credits an employee accrued before December 31, 2000, shall be considered the employee's Past Vacation Credits. Vacation credits earned before December 31, 2000 are not subject to the maximum accrual outlined in Section 9.4 and will not be considered in determining the employee's eligibility to earn additional vacation credits.

9.7 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.

TITLE 10. MISCELLANEOUS

10.1 SAFETY BOOT ALLOWANCE

Employees assigned to maintenance, water, or wastewater, and have been designated by the City Manager to wear steel-toed safety boots may submit purchase receipts with their request for payment in the amount not to exceed Two hundred dollars (\$200.00) from the date of the last approved purchase. If the immediate supervisor orders the employee to purchase additional safety boots during the year due to excessive wear and tear from the duties of the job, the City will cover the entire cost of this additional purchase.

10.2 GYM MEMBERSHIP REIMBURSEMENT

CITY will reimburse \$26.00 per month to employees enrolled in a gym membership. Reimbursement requests are paid no more than 3 months in advance and must be paid within the same fiscal year. Prior fiscal year reimbursements will not be paid beyond the fiscal year end close date of August 30th of each fiscal year.

CITY will reimburse \$26.00 per month to employees enrolled in a gym membership. Reimbursement requests are paid no more than 3 months in advance and must be paid within the same fiscal year. Prior fiscal year reimbursements will not be paid beyond the fiscal year end close date of August 30th of each fiscal year.

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

The City intends 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 benefit.

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.

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.

11.6 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.

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.

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.

11.14 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 (CalPERS)

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.
 - o Employee will pay 100% of employee contribution.
 - o Pension shall be calculated on highest 36 months salary.
- Employees hired prior to July 1, 2010:
 - Pension formula shall be 2%@55.
 - o 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 CalPERS 2.7% @ 57 retirement formula.
- The employee shall contribute one-half (1/2) of the "nomal cost" of the benefit, based on the annual valuation report prepared by CalPERS, rounded to the nearest ¼ of 1%.

- o The retirement formula shall be the CalPERS 2.7% @ 57 retirement formula.
- o The employee shall contribute one-half (1/2) of the "nomal cost" of the benefit, based on the annual valuation report prepared by CalPERS, 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:

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

TITLE 13. TERM OF AGREEMENT

This MOU shall be for the term beginning April 1st, 2025, and shall continue in full force and effect through March 31st, 2027. 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 on April 1, 2025.

MISCELLANEOUS UNIT

Steven Jimenez, Miscellaneous Unit

Tim Bybee, Miscellaneous Unit

l'ina Dixon, Miscellaneous Unit

CITY OF COLUSA

CODONNIZ, MAYOR

APPROVED AS TO FORM:

RYAN ONES CITY ATTORNEY