

THE COUNTY OF COLUSA
AND
THE COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION


Side Letter Agreement to the 2016-2019 Memorandum of Understanding

The County of Colusa (County) and the Colusa County Deputy Sheriffs' Association (Association) collectively referred to as "the Parties", entered into a Memorandum of Understanding (MOU) which became effective January 1, 2016 and will terminate September 30, 2019. ARTICLE IX – LEAVES, Section B. Sick Leave 1.b.1) Provides for the payment of unused sick leave as follows: "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 in cash pursuant to Chapter 45, Section 45.8.5.6.1.1 through 45.8.5.6.1.3 or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement (HRA) subject to the limitations of the HRA Plan Document."


The purpose of this Side-Letter Agreement is to memorialize the agreement of the Parties that the option of depositing unused sick leave payouts into a HRA is being removed as follows for the pre December 31, 2009 qualifying balances: ARTICLE IX – LEAVES, Section B. Sick Leave 1.b.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 in cash pursuant to Chapter 45, Sections 45.8.5.6.1.1 through 45.8.5.6.1.3 or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan."

The signatures below indicate agreement with the above-described modification to the MOU and further indicate that each person signing has the authority to act on behalf of his/her principals.

Dated: 11/12/17


for

Gary Messing
Chief Negotiator
CCDSA



Gary J. Evans, Chairman
Colusa County Board of Supervisors

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

TERM

January 1, 2016 – September 30, 2019

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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.

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;
7. Office Assistants I and III; and
8. Sheriff's Tech

D. Bargaining Unit

1. The Human Resources Director shall not modify the DSA bargaining unit as allowed by current Chapter 45.3.5 or 45.9.7.2; this provision does not limit the right of employees to seek modification of the bargaining unit as allowed by current Chapter 45.9.3 et.seq.

ARTICLE II ASSOCIATION RIGHTS

A. Deduction of Dues

1. 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.

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. No lockout of employees shall be instituted by the County 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 Association or activity approved by this Agreement, nor shall the County discourage membership in the Association or encourage membership in any other employee organization.

2. The Association 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 age, sex, marital status, handicap, religion, race, color, creed, national origin, or political affiliation.

ARTICLE V GRIEVANCE PROCEDURE

A. Grievance Procedures

1. Except as modified below, the current Chapter 45.9.11 of the County Code shall apply to DSA:

a. All references in current Chapter 45.9.11 to an employee's rights shall also be read to include the DSA.

b. Current Chapter 45.9.11.7.1 shall be construed to read as stated and/or within seven days of the discovery of a grievable event, whichever is later.

c. Current Chapter 45.9.11.7.2 shall be construed to read as stated and/or within fourteen days of the discovery of a grievable event, whichever is later.

d. Current Chapter 45.9.11.7.4 shall be construed to read within seven days of receipt of the appointing authority's report, not within seven days of the date of the report.

e. Current Chapter 45.9.11.7.6.1 shall be construed to read within fourteen days of receipt of the Human Resources Director's report, not within fourteen days of the date of the report.

B. Binding Arbitration

1. If a request for a hearing is received pursuant to current Chapter 45.9.11.7.6.1, 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

- a. Commencing December 20, 2009 the work period for Safety Officers shall be at least seven days and no more than 28 days.
- b. Employees working under this section shall regularly work 160 hours during the work period in four seven day segments.
- c. The work period shall start at 12:00 A.M. on the first day of the 28 day work period and end at 11:59 P.M. on the last day.
- d. Employees working under this section 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. In the final month of the yearly pay cycle the employees will be paid for time worked in excess of 40 hours in the seven day segments of work periods 12 and 13.
- e. The regular hourly rate for employees working under this section, for purposes of their regularly assigned duties, shall equal their annual salary, including all incentives, differentials, and other necessary forms of compensation, divided by 2080.

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 Chapter 45.8.

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 Sections 45.8.1.6 through 45.8.1.6.8, for all hours actually worked except:

- a. Safety Officers shall be compensated at the rate of 1.5 times per hour for each hour worked in excess of 40 hours in a seven day segment within the 160 hour work period; and
- b. At any bargaining unit member's election, hours worked in excess of 40 hours per week or 40 hours in any seven day segment in a 28-day (160 hours) work period can be

compensated as compensatory time off ("CTO") calculated at the rate of 1.5 times the number of overtime hours worked or as premium pay at the rate of 1.5 times the employee's regular hourly rate of pay subject to the following:

- 1) CTO is capped at a static, not replenishing, 80 hours annually;
- 2) CTO is calculated at 1.5 times an employee's regular rate at the time the CTO is cashed out;
- 3) Employees shall be cashed out of CTO on December 31 each year except that an employee may elect to carry forward 20 hours into the next year subject to paragraph 1), above; 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), represented 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 MOU provision/policy.

ARTICLE VII SALARIES

A. Salaries

1. Effective October 1, 2016 the wages of all represented employees shall be increased by two percent (2.0%).

2. Effective October 1, 2017 the wages of all represented employees shall be increased by two percent (2.0%).

3. Effective October 1, 2018 the wages of all represented employees shall be increased by two percent (2.0%).

4. In addition to the general wage increases described above, the County will:

a. Establish a DSA Safety Salary Table (DSS) which generally conforms to the salary range structure used countywide and will convert the safety members of the bargaining unit to this new salary table effective April 1, 2016. Equity adjustments for Safety Members will be based upon the new DSS Salary Table. Miscellaneous members of the bargaining unit will not be affected by this conversion.

b. Provide equity increases, in the form of salary range adjustments, on the schedule, in the amounts and to the classifications identified in Appendix A.

B. Night Differential Pay

1. For employees covered by this Agreement, Night Differential Pay, which may be provided pursuant to Chapter 45, Section 45.8.1.5 of the Colusa County Code is \$1.00 per hour, provided that employees called into work shall not be eligible for night differential pay.

C. Bilingual Pay

1. Bilingual Pay of \$75.00 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. Employees receiving more than \$75.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

D. Standby/Call-In Pay

1. Probation Officers, as designated by the Board of Supervisors, who are required to remain on call for emergency work shall be paid one hundred dollars (\$100.00) per month, per employee, whether or not he/she is called to work.

2. Employees of the Sheriff's Office, as designated by the Sheriff, who are required to remain on call for emergency work shall be paid \$1.50 per hour whether or not he/she is called to work.

3. 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.

4. If called back to work, an employee may elect "CTO" or to be paid premium pay for hours worked at 1.5 times his/her regular hourly pay rate with a guaranteed minimum of 3 hours; except on holidays the rate of 1.5 times his/her regular hourly pay rate shall be paid for time in addition to the paid holiday with the guaranteed three 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" five percent (5%) 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, including longevity, but shall not include any other compensation.

K. Post Incentive Compensation

1. The County agrees to pay additional compensation to those sworn employees 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, including longevity, but

shall not include any other compensation. The additional compensation shall be at the following percentage of base pay and may accumulate, with no employee receiving more than the total of the two (2) or five percent (5%).

a. Intermediate POST: Two and one-half percent (2.5%)

b. Advanced POST: Two and one-half percent (2.5%)

2. The County agrees to pay additional compensation to the Dispatchers covered by this Agreement for the successful completion of POST Dispatcher Intermediate and Dispatcher Advanced programs. Such compensation shall be based on the employee's base rate of pay, including longevity, but shall not include any other compensation. The additional compensation shall be at the following percentage of base pay and may accumulate, with no employee receiving more than the total of the two (2) or five percent (5%).

a. Dispatcher Intermediate POST: Two and one-half percent (2.5%)

b. Dispatcher Advanced POST: Two and one-half percent (2.5%)

3. 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, including longevity, but shall not include any other compensation. 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. Bachelors 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 Department Head stating that the Associates or Bachelors Degree benefits the Department and County.

4. Employee must provide certified documentation from accredited college substantiating 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 Chapter 45.4.2 shall apply to DSA.

a. Current Chapter 45.4.2.3 and 45.4.2.4 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 Chapter 45.8.6.2 shall be construed to read "in no event less than 10% more than the employee was paid in the former position."

ARTICLE VIII HOLIDAYS

A. Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in section 45.8.3 of the current Colusa County Code Chapter 45, 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, represented 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 Chapter 45 section 45.8 of the Colusa County Code 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 Chapter 45 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 Chapter 45 Section 45.8.4 et seq. of the Colusa County.

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 Chapter 45, Section 45.8.5 et seq. of the Colusa County Code except as follows:

- a. The County and the CCEA agree to modify Section 45.8.5.6, 45.8.5.6.1 and 45.8.5.7 to read:

- 1) **45.8.5.6** The County will provide-sick leave cash-out as follows.
 - 2) **45.8.5.6.1** Each County employee with one or more years of service will be compensated at the time of resignation, retirement, termination or layoff for any accrued and unused sick leave s/he has as of December 31, 2009, subject to the formula which follows or such other formula and/or qualifying criteria specified in an approved Memorandum of Understanding between the County and a recognized employee organization or such other formula and/or qualifying criteria specified in a Board approved benefit resolution covering unrepresented employees.
 - 3) **45.8.5.7** Employees subject to subsection 45.8.5.6.1 of this section-will have all sick leave taken from January 1, 2010, forward charged first to sick leave accrued after that date and second to sick leave accumulated prior to that date.
- b. 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 Chapter 45, Section 45.8.6.1, Subsections 45.8.6.1.1 through 45.8.6.1.3 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 Chapter 45, Sections 45.8.6.1.1 through 45.8.5.6.1.3 or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.
- c. 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 PERS 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, as follows:

- a. Five (5) days per death in the immediate family.
- b. After Five (5) days, the employee may have additional leave as allowed by current Chapter 45.8.5.11.
- c. Bereavement Leave does not accumulate, cannot be transferred and has no cash out value.
- d. "Immediate Family" means spouse, registered domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; Adopted, foster and step members are also included in immediate family. For the purposes of this Section, the family members of a registered domestic partner will have the same status as the family members of a spouse.

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 Chapter 45.8.10.1 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

ARTICLE X HEALTH AND WELFARE

The County provides the health and welfare benefits identified in Chapter 45 to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active

employees 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 PERS.

2. Effective December 1, 2015 (January 2016 premium) the County will contribute \$125.00 per month on behalf of each active employee and each retiree who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of \$125.00, the County will contribute such amount for the term of this MOU and the County will reduce its contribution to the County Cafeteria Plan for active employees pursuant to Section C.2., below, by an amount equal to the PERS mandated increase.

3. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program.

- a. Represented 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 PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS 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. The County's contributions toward such dental insurance shall be capped at \$45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented 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.

- 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 will make a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan will provide 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 will also include a Flexible Spending 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, 2015 (January 2016 premium) the County will make the below listed non-elective contributions into the Cafeteria Plan on behalf of each represented employee:
 - a. For employees who are enrolled in employee only coverage, the County will contribute a maximum of \$650 a month.
 - b. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of \$950 a month.
 - c. For employees who are enrolled in family coverage, the County will contribute a maximum of \$1,225 a month.
3. Effective December 1, 2016 (January 2017 premium) the County will make the below listed non-elective contributions into the Cafeteria Plan on behalf of each represented employee:
 - a. For employees who are enrolled in employee only coverage, the County will contribute a maximum of \$665 a month.
 - b. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of \$975 a month.
 - c. For employees who are enrolled in family coverage, the County will contribute a maximum of \$1,260 a month.
4. Effective December 1, 2017 (January 2018 premium) the County will make the below listed non-elective contributions into the Cafeteria Plan on behalf of each represented employee:
 - a. For employees who are enrolled in employee only coverage, the County will contribute a maximum of \$680 a month.
 - b. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of \$1,000 a month.

- c. For employees who are enrolled in family coverage, the County will contribute a maximum of \$1,295 a month.
- 5. Effective December 1, 2018 (January 2019 premium) the County will make the below listed non-elective contributions into the Cafeteria Plan on behalf of each represented employee:
 - a. For employees who are enrolled in employee only coverage, the County will contribute a maximum of \$695 a month.
 - b. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of \$1,025 a month.
 - c. For employees who are enrolled in family coverage, the County will contribute a maximum of \$1,330 a month.

D. Cash-In-Lieu of Medical Coverage

- 1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a. above, elect not to receive County-sponsored PERS 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-on-lieu benefits provided pursuant to this Agreement are subject to the ACA compliance provisions 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 represented 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 represented 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 retirees who were hired before January 1, 2013 and who retired prior to the execution of this MOU, the County will contribute \$128.26.
 - b. For employees who were hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute \$128.26.

H. Health Plan Assessment and Consideration of Alternative Plans

1. During the first half of 2016, the County will form a Health Plan Assessment Task Force ("Task Force"), which will include members from each of the County's recognized employee organizations and others as determined by the County. The purpose of the Task Force is to evaluate and make recommendations regarding alternative medical coverage/plans. Following the conclusion of the Task Force's work and the submission of its report, the County may request to reopen negotiations on the issue of health benefits and possibly the redistribution of County contributions toward health benefits only.
2. If the County requests to reopen negotiations pursuant to Section H.1 above, the Association will participate in the reopened negotiations. The goal of the parties will be to conclude these limited negotiations prior to the open enrollment period for the plan year which begins January 2017.

I. Compliance with Affordable Care Act

1. It is the intent of the Parties to comply with the regulatory provisions of the Affordable Care Act ("ACA"). If, during the course of this MOU, it is determined that the County is out of compliance with any ACA mandate or mandates, the County will take the steps necessary to comply. If, during the course of this MOU, any of the agencies responsible

for the administration of the ACA issue new or modified regulations which mandate compliance, the County will take the steps necessary to comply with these regulations.

2. Before taking action pursuant to paragraph 1 above, the County will notify the Association of the issue and the County's intended action. Time permitting and at the request of the Association, County representatives will meet with Association representatives before acting. If the actions deemed necessary to comply with the ACA impact employee benefits, the County and the Association will meet and confer regarding these impacts.

ARTICLE XI RETIREMENT

A. Retirement Plans

1. Miscellaneous Employees

a. Subject to all rules and procedural requirements of California Public Employees' Retirement System ("PERS"), represented Miscellaneous employees hired after December 31, 2012 who are "new members" of PERS as that term is defined by PERS, shall be enrolled in the 2% at age 62 Plan pursuant to California Government Code (Government Code) Section 7522.20, with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

b. For Miscellaneous employees who are "Classic Members" as that term is defined by PERS the County will continue to contract with PERS for the 3% at age 60 Plan pursuant to Government Code Section 21354.3, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

2. Safety Employees

a. Subject to all rules and procedural requirements of PERS, represented Safety employees hired after December 31, 2012 and before the implementation of paragraph b., below, who are "New Members" of PERS as that term is defined by PERS, shall be enrolled in the 2.7% at age 57 Plan pursuant to Government Code Section 7522.25 (c), with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

b. Effective as soon as administratively possible the County will amend its contract with PERS for Safety Employees who are "New Members" of PERS as that term is defined by PERS, from 2.7% at age 57 to 2.5% at age 57. Safety employees who are New Members hired following the effective date of this amendment will be enrolled in the 2.5% at age 57 Plan pursuant to Government Code Section 7522.25 (c), with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

c. Subject to all rules and procedural requirements of PERS, including those that require

certain optional benefits be made available to members of pooled plans, for Safety employees who are "Classic Members" as that term is defined by PERS, the County will continue to contract with PERS for the 3% at age 50 Plan pursuant to Government Code Section 21362.2, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

3. Optional Benefits

a. To the extent allowable by PERS, 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.

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

B. Retirement Plan Contributions

1. County Contributions

a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS) the County will pay the employer's share of PERS contributions, pursuant to the provisions of Sections 2 and 3, below.

2. Employee Contributions - New Members

a. Represented employees who are "New Members" as that term is defined by PERS, shall contribute to PERS an amount equal to one-half of the normal cost of the Plan to which they are enrolled.

3. Employee Contributions - Classic Members

a. Represented employees who are "Classic Members" as that term is defined by PERS, shall contribute to PERS an amount equal to one-half of the normal cost of the PERS Plan to which they are enrolled, subject to the following:

- 1) Beginning on July 1, 2016, subject to all the rules and procedural requirements of PERS, represented employees who are Classic Members as that term is defined by PERS shall increase their contribution to PERS by an amount equal to one-half of any general wage increase provided to such employees not to exceed the cap on such contributions established by Government Code Section 20516.5 (b), with such increase in PERS contributions to be effective on the same date as the general wage increase. This provision will then be applied to each subsequent general wage increase provided to the Classic Members of this bargaining unit until such time that employees are contributing an amount equal to one-half of the normal cost of the PERS Plan to which they are enrolled, not to exceed the cap on such contributions established by Government Code Section 20516.5 (b). It is understood that the final application of this Section could result in an increased employee contribution that is less than a one-half of the corresponding general

wage increase. It is further understood that this provision shall not be applied to step increases or classification-specific equity adjustments.

4. Internal Revenue Code Section 414 (h)(2) Plan

Employee-paid PERS contributions will be "picked up" by the County pursuant to Internal Revenue Code Section 414 (h)(2) as designated and described in Appendix D of this MOU. If this is staying in it is Appendix B

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and represented 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 represented 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. During calendar year 2016, a committee, consisting of one member from each of the County's recognized employee organizations (CCMC, CCEA and DSA) as well as one representative from the County's unrepresented bargaining units (Appointed Department Head Unit and Unrepresented Unit) and the Human Resources Director, will meet to determine which IRC 457 Plans will be made available to County employees, with the goal of reducing the number of plans offered. The decision of the Committee will be finalized and announced no later than July 31, 2016 and will become effective sixty calendar days thereafter. If the Committee is unable to reach consensus regarding the IRC 457 Plans to be made available, the Human Resources Director will make the final determination, which shall not be grievable.

Once the Committee has completed its work, this paragraph will become obsolete and will be removed from any successor MOU executed by the parties.

b. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective October 1, 2016, 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, \$10.00 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 15.00 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 \$20.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.
- c. 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 make an effort 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 County seniority for permanent, regular employees within a class designated for layoff, if performance is satisfactory. Employees with documented overall "unacceptable" or "passable" on their last two (2) annual performance evaluations in their present position shall be laid off prior to employees with satisfactory performance.
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 date of hire with the county. A break in employment shall result in the acquisition of a new date of hire. 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 employees represented by this Association.

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. If a Department Head determines that employees are required to wear safety footwear, the County shall, on a biennial basis, reimburse the employee for the cost of such footwear. Such biennial reimbursements shall not exceed \$300 and are subject to the County's claims procedures.

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 Sheriff's 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 represented by the Association. 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 MOU. 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" under current Chapter 45.6.2.4.

5. Current Chapter 45.6.2.19 shall be read to further state that "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. Current Chapter 45.6.3 shall be read to require that contact 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

section 45.6.3 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. Current Chapter 45.8.9.4 may be subject to the Public Safety Officers' Procedural Bill of Rights Act.

L. Attention to Driving

1. Current Chapter 45 section 6.2.6 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 pursuant to current Chapter 45.8.1.3.4, DSA claims a right to maintain the past practice during the term of this MOU 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

1. Public 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 Department Head or the Human Resources Department as appropriate

2. If an employee desires to purge his/her records it shall be allowed within reasonable parameters/with exception of certain documents. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline can be removed pursuant to the following schedule:

a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed as allowed by Chapter 45.8.9.6 and approved by the Human Resources Director.

b. Disciplinary documentation, written reprimands shall be removed per the following schedule, provided no incidents similar to those detailed in the disciplinary document have occurred since it was issued:

1) Written reprimand with no other discipline: Five (5) years if no similar infractions have occurred.

2) Written reprimand with a suspension of any length: Remains in the employee's personnel file to never be removed.

3) Demotion for disciplinary reasons: Remains in the employee's personnel file to never be removed.

4) Termination: Remains 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 wishing to utilize the above guidelines shall make a request to have the document removed through their Department Head who will submit the request with his/her recommendation to the Human Resources Director for approval.

4. The provisions of this section of the MOU do not take precedence over the requirements of the Government Code and the Penal Code regarding retention of Internal Affairs investigations documentation.

O. Policy Review

1. The County may, from time to time, require represented 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 represented employees, including but not limited to, pending revisions of the County Personnel Rules (Chapter 45).

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 represented 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 MOU 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 CHAPTER 45

1. Any terms and conditions of employment contained in this MOU shall supersede the amended Personnel Code, Chapter 45, except where the Personnel Code provides greater protections than the MOU for the DSA and its members.

ARTICLE XVII TERM

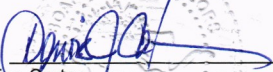
This Agreement shall remain in full force and effect from January 1, 2016, through and including September 30, 2019.

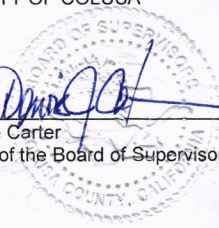
SIGNATURES

DATE: 5/18/16
COLUSA COUNTY DEPUTY SHERIFFS'
ASSOCIATION

BY:  199
Michael Bradwell
President

DATE: 6/14/16
COUNTY OF COLUSA

BY: 
Denise Carter
Chair, of the Board of Supervisors

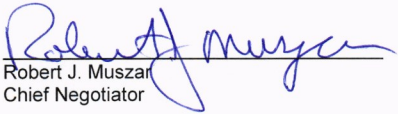


SIGNATURES (Continued)

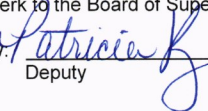
DATE: 5/26/16

BY: 
Gary Messing
Chief Negotiator

DATE: 6-6-16


Robert J. Muszar
Chief Negotiator

ATTEST: WENDY TYLER
Clerk to the Board of Supervisors

BY: 
Deputy

APPENDIX A EQUITY ADJUSTMENTS

Introduction: The purpose of this introduction is to provide historical context and generally describe the methodology used to determine the equity adjustments identified below. This general description of methodology is not controlling. The equity adjustments identified in this Appendix have been agreed upon by the Parties and they are the only equity adjustments to be provided during the term of this Agreement. While the methodology used here may guide the Parties in the future, it is not binding on either Party going forward.

- **Survey Counties:** The County surveyed the following counties: Amador; Butte; Glenn; Lake; Shasta; Sutter; Tehama; Yolo; and, Yuba.¹
- **Compensation Surveyed:**² Wages and longevity benefits that were in effect or scheduled to be in effect on January 1, 2016.
- **Classifications Surveyed:** The County surveyed Benchmark Classifications only.
- **Desired Relationships to Surveyed Counties:** Subject to the fiscal limitations of the County, generally it is the County's desire to compensate employees at a level that is within plus or minus 5% of the median of the surveyed counties. In combination, the salary table conversion and the equity adjustments described below are intended to bring represented employees to within approximately 5% of the median of the surveyed counties.
- **Benchmark Classifications:** Benchmark classifications which were identified to be more than 5% below the median of the survey counties are scheduled to receive equity adjustments sufficient to bring them to within approximately 5% of the median.
- **Separations between Classifications within a series:** Following the application of equity adjustments to Benchmark Classifications, those classifications within a series were adjusted to generally provide the following separations: 4 salary ranges or approximately 10% between entry and journey level classes in a series; 4 salary ranges or approximately 10% between journey and advanced journey level classes in a series;
- 3 salary ranges or approximately 7.5% between advanced journey level classes and lead worker; 3 salary ranges or approximately 7.5% between supervisor and lead worker where there is one or, 6 salary ranges or approximately 15% between first line supervisor and highest, non-lead worker level supervised; and, 6 to 8 salary ranges or approximately 15% to 20% between a first line manager and highest level managed or supervised.
- **Separation between Benchmark Classifications and classifications not in a series:** The separation between Benchmark Classifications and those classifications not in a series was determined on a case-by-case basis. Generally, these separations did not change.
- **DSA Safety Salary Table:** The existing salary table has been determined to be somewhat ad hoc as it applies to the safety members of the Bargaining Unit. In its current configuration, the salary table makes it difficult to establish and maintain the

¹ For the Public Safety Dispatcher classification only, the Shasta Area Communications Agency and the Yolo Communications Agency (Joint Powers Authorities operating within Shasta and Yolo Counties) were surveyed as indicated in jointly executed confirmation of bargaining history.

² Healthcare benefits (health, dental and vision) were surveyed separately.

internal separations described above. The County has created a new DSA Safety Salary Table which provides approximately 2.5% between salary ranges and will transition safety employees to the new table. The new table facilitates the establishment and maintenance of the internal separations described in this Appendix.

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 April 1, 2016 – DSA Safety Salary Table Conversion/ Equity Adjustment

Classification – DSA	Budgeted Positions	Current Range	New Current Range	Approximate Monthly Increase Percentage
Correctional Officer	11	DSA28	DSS10	1.48%
Correctional Corporal	2	DSA30	DSS14	1.93%
Probation Assistant	2	DSA27	DSS01	1.96%
Deputy Probation Officer I	3	DSA31	DSS15	0.52%
Deputy Probation Officer II	4	DSA35	DSS19	0.68%
Senior Probation Officer	2	DSA38	DSS24	1.17%
Deputy Sheriff	21	DSA36	DSS20	0.84%
Corporal	0	DSA38	DSS24	1.17%
Sergeant	7	DSA39	DSS27	1.55%
Booking Clerk	1	DSA13	DSA14	2.52%
Dispatcher	8	DSA20	DSA21	2.52%
Sheriff's Technician	6	DSA20	DSA21	2.52%
Emergency Services Tech	1	DSA20	DSA21	2.52%
Dispatcher Supervisor	1	DSA26	DSA27	2.52%
District Attorney Investigator	2	DSA39	DSS27	1.55%
Office Assistant I	1	DSA01	DSA02	2.58%
Office Assistant III	1	DSA10	DSA11	2.52%
Welfare Investigator I	0	DSA34	DSS18	2.34%
Welfare Investigator II	1	DSA36	DSS20	0.84%
Total Number of Positions	74			

Effective April 1, 2017 – Equity Adjustment

Classification – DSA	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Correctional Officer	11	DSS10	DSS11	2.50%
Correctional Corporal	2	DSS14	DSS15	2.52%
Deputy Sheriff	21	DSS20	DSS21	2.49%
Booking Clerk	1	DSA14	DSA15	2.52%
Dispatcher	8	DSA21	DSA22	2.50%
Sheriff's Technician	6	DSA21	DSA22	2.50%
Emergency Services Tech	1	DSA21	DSA22	2.50%
Dispatcher Supervisor	1	DSA27	DSA28	2.52%
Total Number of Positions	52			

Effective April 1, 2018 – Equity Adjustment

Classification – DSA	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Correctional Officer	11	DSS11	DSS12	2.54%
Correctional Corporal	2	DSS15	DSS16	2.53%
Total Number of Positions	12			

Effective April 1, 2019 – Equity Adjustment

Classification – DSA	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Correctional Officer	11	DSS12	DSS14	5.08%
Correctional Corporal	2	DSS16	DSS17	2.51%
Total Number of Positions	11			

APPENDIX B
Internal Revenue Code Section 125 Plan
Summary Plan Description

The IRC Flexible Benefits Plan Summary Plan Description and its appendices are hereby inserted and incorporated into Appendix B of this Agreement as pages B-1 through B-22.

APPENDIX C
I.R.C. Section 414(h)(2) "Pick-Up Program"

The County agrees to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid to the California Public Employees' Retirement System (PERS) on behalf of said employees. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee. Implementation of Section 414(h)(2) shall be accomplished through a concomitant reduction in wages equal to the employees' contribution rate to PERS pursuant to the following provisions:

1. Definitions

Unless the context otherwise requires, the definitions in this section govern the construction of this provision.

"Employees" The term "employees" shall mean those employees represented by the Colusa County Deputy Sheriffs' Association who make employee contributions to the PERS retirement system.

"Employee Contributions" The term "employee contributions" shall mean those contributions to PERS which are deducted from the salary of employees and credited to individual employees' accounts.

"Employer" The term "employer" shall mean the County of Colusa.

"Gross Income" The term "gross income" shall mean the total compensation paid to employees represented by the Colusa County Deputy Sheriffs' Association, by the County, as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

"Retirement System" The term "retirement system" shall mean the California Public Employees' Retirement System (PERS).

"Wages" The term "wages" shall mean the compensation prescribed in the Memorandum of Understanding between the parties.

"Compensation" The term compensation shall mean the employee's monthly wages reported to PERS before any reductions pursuant to this pick-up program.

2. Pick-Up of Employee Contributions

(a) Pursuant to this provision, the employer shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

(b) Employer contributions made under Paragraph (a) of this provision shall be paid from the same source of funds as used in paying the wages to affected employees.

(c) Employee contributions made by the employer under Paragraph (a) of this provision shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of implementation of the "pick-up" program. Nothing contained in this pick-up program is intended to reduce the reportable amount of the employee's monthly compensation reported to PERS.

(d) The employee does not have the option to receive the employer's contributed amounts directly instead of having them paid to the retirement system.

(e) In the event the existence of any state or federal tax law creates any personal tax liability for an employee by virtue of the employer's paying the employee's normal PERS retirement contribution, nothing contained in this section shall relieve the employee of any tax liability prescribed by law nor give rise to a grievance against the County, requiring it to assume the employee's tax liability

**APPENDIX D
SUMMARY OF
CHANGES TO CHAPTER 45**

Contingent upon reaching agreement with other affected represented bargaining units, the County will modify various Sections of Chapter 45 of the County Code as follows:

1. The County proposes to modify the charts in Section 8.4.5 to clearly show the maximum accruals for both 37.5 hour and 40-hour a week employees.

45-8.4 To accumulate and use vacation leave with pay.

45.8.4.5 Vacation shall accrue on an hourly basis and shall be added to the employee's vacation balance monthly based on an employee's leave anniversary date. An employee may accumulate a maximum of eighteen months of vacation accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until his/her accumulated vacation hours fall below the maximum allowed. Vacation shall accrue and may be accumulated at the following rates:

Employees Hired After December 31, 2012

Time in Service	Annual Vacation	Monthly Accrual		Maximum Accumulation	
		37.5-Hour Week	40-Hour Week	37.5 Hour Week	40-Hour Week
0 through 5 yrs	0 – 10 days	6.250 hours	6.666 hours	112.50 hours	120.00 hours
6 through 10 yrs	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
11 through 19 yrs	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
20+ yrs	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

Employees Hired Prior to January 1, 2013

Time in Service	Annual Vacation	Monthly Accrual		Maximum Accumulation	
		37.5-Hour Week	40-Hour Week	37.5- Hour Week	40-Hour Week
0 through 1 yr	0 – 10 days	6.250 hours	6.666 hours		
1 through 10 yrs	15 days	9.375 hours	10.000 hours	168.75 hours	180 hours
11 through 19 yrs	20 days	12.500 hours	13.333 hours	225.00 hours	240 hours
20+ yrs	25 days	15.625 hours	16.666 hours	281.25 hours	300 hours

2. During 2012-13 Chapter 45 negotiations the parties agreed to several modifications of Section 45.6. Not all of these agreed upon modifications were included/removed in the revised ordinance. The County proposes to make the following changes which were previously agreed upon.

45.6.7.1 Upon receipt of the ~~Personnel~~ Human Resources Director's or designee's

report, the Appointing Authority may take whatever action he/she deems appropriate. Such action may include but is not limited to the following: additional investigation/inquiry; reduction of the discipline; or, implementation of the noticed discipline. If the appointing authority decides to move forward with discipline, as defined in Section 45.6.1.1, he/she will issue a Notice of Discipline to the affected employee. At a minimum, the Notice of Discipline shall include a statement of the discipline to be imposed, the facts and circumstances giving rise to the discipline, the specific cause(s) for the discipline as defined in Section 45.6.2, notice of the employee's right to appeal and instructions for filing a timely appeal.

~~45.6.7.3.1 If the appointing authority determines to accept an alternate resolution, that resolution shall be reduced to writing and signed by the appointing authority, the employee and the employee's representative, if any; or~~

~~45.6.7.3.2 If the appointing authority determines to proceed with the discipline, it will be implemented subject to further appeal procedures discussed in subsections 45.6.7.4 through 45.6.7.10 of this section.~~

~~45.6.7.4 In the event an agreement regarding disposition of the matter is not reached within fifteen days following receipt of the notice of appeal and answer, the personnel director shall set the matter for hearing, which shall occur within forty five days.~~

~~45.6.7.4.1 Written notice of the date of the hearing shall be served upon the employee, either personally or by registered mail to his/her last known address with delivery of a copy to the employee's representative, if any.~~

~~45.6.7.5 The board may conduct the hearing to determine whether the discipline is supported by substantial evidence, or it may appoint a hearing officer to conduct the hearing. In either event, the hearing will be transcribed by a certified court reporter.~~

~~45.6.7.5.1 The hearing shall be closed, subject to an employee's request that the matter be heard publicly.~~

~~45.6.7.5.2 The hearing shall be conducted in accordance with California Government Code Section [11513](#).~~

~~45.6.7.5.3 Discovery in advance of the hearing shall be governed by the provisions of Government Code Section [11507.6](#) except that time limitations will be those established by the board or hearing officer.~~

~~45.6.7.5.4 Attorney fees shall be borne by the party who incurs the costs.~~

~~45.6.7.6 In the event the board appoints a hearing officer to conduct the hearing, the hearing officer shall issue a written opinion within thirty working days following the close of the hearing or receipt of post hearing briefs.~~

~~45.6.7.6.1 The written opinion shall include factual findings as to whether the employee was disciplined for reasonable cause and shall also make a recommendation as to the appropriate disposition of the case.~~

~~45.6.7.6.2~~ The hearing officer shall direct a copy of the written opinion with a copy of the record (all evidence offered) during the hearing to the clerk of the board.

3. During 2012-13 Chapter 45 negotiations the parties agreed to several modifications of Section 45.8.4. Not all of these agreed upon modifications were included/removed in the revised ordinance. The County proposes to make the following changes which were previously agreed upon.

~~45.8.4.7~~ In the event of carryover, an employee's vacation account on January 1st of any year will have no more vacation days credited to it than needed to bring the account balance to the employee's yearly projected accrual plus one-half of the prior year's accrual

~~45.8.4.11~~ Upon termination of employment any used but unearned vacation must be repaid to the county by cashier's check or money order.