



MEMORANDUM OF UNDERSTANDING

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

JULY 1, 2010 – JUNE 30, 2012

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this 17th day of August, 2010 by and between the designated representatives of the CITY OF COLUSA (a public agency as defined in Section 3501c of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California) hereinafter referred to as CITY, and the authorized representatives of the COLUSA POLICE OFFICERS ASSOCIATION, hereinafter referred to as ASSOCIATION,

WITNESSETH THAT:

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

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

TITLE 1. PREAMBLE

1.1 PRINCIPLES

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

1.2 NON-DISCRIMINATION

It is the policy of the CITY and ASSOCIATION not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color, handicapping condition, age or national origin.

1.3 RIGHTS OF EMPLOYEES

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

1.4 CITY RIGHTS

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

1.5 SECTION TITLES

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

TITLE 2. RECOGNITION

2.1 RECOGNITION

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

2.2 APPLICABILITY

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

TITLE 3. ASSOCIATION ACTIVITY

3.1 NON-DISCRIMINATION

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

3.2 REPRESENTATIVES OF ASSOCIATION

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

3.3 USE OF CITY FACILITIES

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

3.4 NEGOTIATIONS

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

3.5 DUES DEDUCTION

The CITY agrees, after receipt by the payroll department of a voluntary written and signed authorization from an employee, to deduct from the wages of said employee, the amount of monthly dues as certified on such form, and forward said amount to the ASSOCIATION.

The ASSOCIATION agrees to indemnify, defend, and hold the CITY harmless against all claims, demands, expenses, judgments, or their liability on account of dues or charges collected by the CITY pursuant to this agreement, and paid over to the ASSOCIATION.

3.6 EXISTING RIGHTS AND BENEFITS

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

TITLE 4. SALARY

4.1 SALARY INCREASE

4.1.1 Effective the first pay period in July 2010, City shall increase employees' base salaries by two percent (2%) for all classifications upon adoption by the City Council of this MOU.

4.1.2 Effective the first pay period that reflects a deduction for the employee contribution to CalPERS pension, the City shall increase employees' base salaries by two percent (2%) for all safety classifications.

4.2 LABOR MARKET ADJUSTMENTS

4.2.1 The City Agrees to meet and confer to establish salary bands based on market survey as soon as possible during the term of this MOU. These bands must be established prior to October 2011.

4.3 PAYDAY

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

4.4 ADMINISTRATIVE SECRETARY/DISPATCHER

City agrees to provide a monthly stipend of five-percent (5%) of base salary for the position of Administrative Secretary/Dispatcher, as such position involves performing specialized duties, including close interaction with criminal suspects with limited assistance from sworn officers.

4.5 EDUCATIONAL INCENTIVE

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

The CITY in the form of paid registration fees, books, class materials plus mileage, supports voluntary participation in classes pertinent to employee advancement within their position. Determination of classes eligible for voluntary participation benefits shall be at the discretion of the Chief.

The following educational pay incentives are available with the approval of the Chief:

- 2.5% for any sworn officer possessing an Intermediate POST certificate;
- 2.5% for any sworn officer possessing an Advanced POST certificate;
- 2% for any employee possessing an AA/AS college degree in a job related field;
- 4% for any employee possessing a BA/BS college degree in a job related field.

These incentives can be a mix and match combination with a 5% cap on the incentive regardless of the combination. The computation of these incentives shall be sequential and not grouped.

4.6 LONGEVITY

All unit employees shall be entitled to a 4% longevity pay increase for every four years of service with the department. An employee is not eligible for the first longevity step until they have attained four years of service from the date of reaching the top salary step. An employee is entitled to additional 4% longevity steps based on each four years of service with the department after the first longevity step is achieved.

TITLE 5. PAY FOR PERFORMANCE PROGRAM

5.1 PAY FOR PERFORMANCE

The Pay for Performance program is designed to replace annual merit step increases. On an annual basis an employee will be given a salary increase commensurate with their overall performance based on an annual performance evaluation. Unlike the merit step increase program it replaces, pay for performance allows for annual salary increases from 0-15%. (See provision 5.5)

5.2 SALARY BANDS

Each classification has a salary band with minimum entry salary and a maximum salary. Additionally, employees that have documented "Extraordinary Performance" may exceed the salary band maximum salary by 0-15%. (See provision 5.6)

- A. Entry salary for classification
- B. Maximum pay for performance salary for classification
- C. Extraordinary performance band (0-15% above B)

5.3 SALARY BAND ADJUSTMENTS

Salary Bands can be adjusted in the following ways:

5.3.1 NEGOTIATED INCREASES

Salary bands shall be adjusted at the conclusion of bargaining unit negotiations to reflect any negotiated COLA. However, when such COLA is applied to the salary band no employee is guaranteed an increase. Individual increases are subject to performance review (see provision 5.4)

5.3.2 EQUITY INCREASES

Salary Bands shall be adjusted on an equity basis at anytime upon the recommendation of the Department Head, the availability of funding, the concurrence of the City Manager and the ratification of the City Council. Any individual salary equity adjustments do not require a performance evaluation.

5.3.3 ADDITIONAL INCREASES

Periodically additional recurring monies may become available for salary. Such increases shall be subject to the meet and confer process pursuant the Myers Milias Brown Act.

5.4 PERFORMANCE REVIEWS

Annual Pay for Performance Reviews will be scheduled for October of each year, beginning in October 2010. These will establish the performance goals for each individual for the 1 year review period.

5.5 PERFORMANCE INCREASES

An employee shall be eligible for a performance increase from 0 to 15 % in base salaries, or a one-time bonus of 0% to 15 % of salary on the first day of a pay period following the employee's anniversary date. No employee shall exceed the Salary Band Maximum except as provided under '6.6' below.

Performance increases shall not be automatic and shall be reviewed and approved by the City Manager, prior to discussing with the employee.

If an October review date is missed due to an error, a performance increase shall not be automatic. The employee shall notify the immediate supervisor in writing of the error and an evaluation shall be made within 30 calendar days from the date of such notice. If the employee is granted a performance increase, such increase shall be retroactive to the anniversary date.

5.6 EXTRAORDINARY PERFORMANCE

An employee is eligible to exceed the Salary Band maximum for their classification whenever his/her performance has achieved a substantial improvement or efficiency, or substantial savings or income to the City, beyond what is normally expected in the job assignment.

Such performance shall be reviewed and documented by a committee comprised of the Department Head (Or in the event of a department head evaluation by the City Manager) recommending such increase, the City Manager and two City Council Members appointed by the City Council for such purposes. The Committee's recommendation shall be brought to a "closed session" of the City Council to discuss the employee's performance and eligibility for Exceeding Salary Band maximum. The employee shall not be apprised of the Department Head's or City Manager's tentative recommendation until and unless approved in writing by the City Manager, after such closed session.

In the event such increase is not approved to exceed Salary Band maximum, the requesting department head or City Manager, shall rewrite such performance evaluation to reflect the performance limits of the Salary Band maximum.

An employee receiving Extraordinary Performance Pay shall be eligible for a one-time bonus of up to 15% percent, or an ongoing salary adjustment of up to 15%, and have such pay begin or retroactively be paid on the first day of a pay period following the employee's anniversary date.

5.7 PROBATIONARY INCREASE

An employee who has achieved regular status and successfully completed probation shall be eligible to receive performance increase from 0 to 15% on the first day of a pay period following successful completion of the probationary period.

5.8 IMPLEMENTATION

The first Pay for Performance salary increases will become effective October 2011 after 12 months under the pay for performance system.

An employee receiving a review outside of the normal annual review cycle of October – September will have their October pay for performance salary increase pro-rated based on the number of months since their last pay increase.

For the duration of this MOU any increase pursuant to this section shall be applied 50% by equity and 50% by pay for performance until October 2011.

5.9 APPEALS

An employee that is denied a performance increase may appeal the performance evaluation that is the basis for such denial. The appeal must be filed within 10 days of the evaluation in question.

The appeal shall be reviewed by a panel consisting of 3 members. One member shall be selected by the Union. One member shall be selected by the City. One member shall be a Human Resources Professional mutually agreed upon by both parties.

5.10 DISPUTES AND POTENTIAL CONFLICTING PROVISIONS RELATED TO SALARY BANDS

Notwithstanding memoranda of understanding provisions or City policies directly related to salary ranges and the new salary bands, the City Council shall be the final interpreter of any conflicting compensation provisions, disputes or application issues, including all language implementing the new salary bands. Their decision shall be final and binding on the parties.

TITLE 6. HOURS AND OVERTIME

6.1 WORK PERIOD

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

6.2 OVERTIME COMPENSATION

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

6.3 COMPENSATING TIME OFF (CTO)

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

6.4 MUTUAL AID PAY

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

6.5 CALL BACK OVERTIME

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

6.6 NIGHT SHIFT DIFFERENTIAL PAY

Police Officers whose schedule requires them to work a shift between the hours of 3:00 PM and 7:00 AM shall receive ten dollars (\$10.00) night differential payment for each shift worked. This benefit is subject to mandatory rotation.

6.7 FIELD TRAINING OFFICER PAY

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

6.8 BILINGUAL PAY

An employee shall receive bilingual pay if:

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

- The assignment is in writing and reviewed on an annual basis.

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

TITLE 7. LEAVE OF ABSENCE

7.1 FUNERAL LEAVE

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

7.2 BEREAVEMENT LEAVE

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

7.3 JURY OR COURT DUTY

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

7.4 ADMINISTRATIVE LEAVE

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

7.5 CATASTROPHIC LEAVE

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

TITLE 8. SICK LEAVE

8.1 ACCUMULATION

After six (6) months of service, employees shall earn sick leave at a rate of eight (8) hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave. An employee who has been on sick leave for over ten (10) working days in that calendar month shall not accumulate sick leave in a calendar month.

8.2 ALLOWANCE

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

8.3 BUYOUT UPON TERMINATION

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

8.4 WORKERS' COMPENSATION

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

TITLE 9. HOLIDAYS

9.1 HOLIDAY ENTITLEMENT

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

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Personal Floating Holiday (1)*

*Beginning January 1, 2011 employees will begin to accrue (1) Personal Floating Holiday per year. Employees shall be eligible to use any remaining existing Personal Floating Holidays prior to December 31, 2010.

9.2 SATURDAY AND SUNDAY HOLIDAY

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

9.3 HOLIDAY BENEFIT PAY

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

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

TITLE 10. VACATIONS

10.1 VACATION ALLOWANCE

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

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

10.2 UNUSED VACATION

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

10.3 TERMINAL VACATION

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

10.4 MAXIMUM ACCRUAL

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

10.5 VACATION SELL BACK

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

10.6 PAST VACATION CREDITS

All vacation credits accrued by an employee prior to December 31, 2000 shall be considered the employee's Past Vacation Credits. Vacation credits earned prior to December 31, 2000 are not subject to the maximum accrual set forth in Section 10.4 and will not be considered in determining the employee's eligibility to earn additional vacation credits.

10.7 BACK OF PAST VACATION CREDITS

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

TITLE 11. MISCELLANEOUS

11.1 UNIFORM ALLOWANCE

The following uniform allowances shall be paid:

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

The CITY will replace uniforms damaged beyond repair in the line of duty, upon approval of the Chief.

11.2 CITY VEHICLE

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

11.3 PROFESSIONAL DUES

CITY will provide for the payment of annual dues to the California Peace Officers Association for all officers (Does not apply to Administrative Secretary/ Dispatcher.)

TITLE 12. BENEFITS

12.1 HEALTH INSURANCE PLAN MINIMUM EMPLOYER CONTRIBUTION

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

Minimum Contribution as of July 1, 2010	\$105.00
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12.1.1 The City will issue an addendum annually with the updated Minimum Contribution amount pursuant to PEMCHA.

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

12.2 CITY SUPPLEMENTAL BENEFIT STIPEND FOR ACTIVE EMPLOYEES

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

- Employee only PORAC
- Employee only Dental benefit
- Employee only Vision benefit

12.2.2 The City will pay the following additional amount for each active employee enrolling himself or herself in City sponsored benefit plans during open enrollment 2010: \$422.00 + dental and vision *

(The above stipend amount shall be available to employees opting out of medical during open enrollment 2010 to thereafter)

*City is currently seeking bids for Dental & Vision Benefits.

12.2.3 The stipend = PORAC rate – MEC + Dental + Vision + term life.

12.2.4 An employee that receives medical coverage from another source (spouse, military, etc.) may opt out of the City Supplemental Benefit Stipend for Active Employees and receive an amount equal to one-half (1/2) of the current stipend in the form of a City contribution to an individual 457 account or 40% of the stipend in cash. The employee must provide proof of coverage under a comparable plan annually during the open enrollment period.

12.2.5 If an employee opts for a less expensive plan than the default medical plan, PORAC, they may take ½ of the remaining stipend as a contribution to a 457 account or 40% of the remaining stipend in cash.

12.2.6 On an annual basis the City shall issue an addendum identifying the updated amount of the MEC required by PEMHCA and any corresponding adjustment to the Supplemental Benefit Stipend for Active Employees.

12.3 CITY RETIREE SUPPLEMENTAL BENEFIT STIPEND PROGRAM

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

12.3.1 Existing City Retirees and employees that retire prior to January 1, 2011 are entitled to full lifetime payment for employee only medical from the following plans*:

- Blue Shield EPO
- PERS Choice PPO
- PERS Select
- PORAC

* City can substitute similar plans from different carriers pursuant to 12.6 below.

12.3.2 Active employees hired prior to July 1, 2010 and who retire from the City with at least ten (10) years of service with the City between the age 55 and 65 (or Medicare eligibility age, whichever is later), and participate in the PERS medical insurance program will be eligible to receive the City Retiree Supplemental Benefit Stipend until they reach the age of 65 (or Medicare eligibility age, whichever is later) in accordance with the following schedule:

Years of Service	Percentage of Premium (Stipend + MEC)
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

12.3.3 Employees that retire from the City prior to age 55 shall be entitled to only the Health Insurance Plan Minimum Employer Contribution (MEC) pursuant to Section I above, if applicable.

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

12.4 CITY RETIREE SUPPLEMENTAL BENEFIT STIPEND

This stipend is only applicable to employees hired prior to July 1, 2010 and retire after January 1, 2011. This stipend is subject to the terms of item 12.3.2 above.

12.4.1 Pursuant to the provisions of 12.3 above, the City shall pay the following additional amount for each Retired Employee enrolling himself or herself and his or her eligible dependents in any of the available PERS medical plans :

- Retiree Supplemental Benefit Stipend as of January 1, 2011: \$422.00

12.4.2 The Stipend shall be calculated in the same manner as 12.2.3 above except that ancillary benefits are not included.

12.4.3 On an annual basis the City shall issue an addendum identifying the updated amount of the MEC required by PEMHCA and any corresponding adjustment to the Supplemental Benefit Stipend for Retired Employees. The Stipend amount shall be adjusted so that it will, when combined with the MEC, continue to fully pay for PORAC for a retiree enrolling as a “single” employee.

12.5 MEDICARE SUPPLEMENT STIPEND

Employees hired before July 1, 2010 and that retire after January 1, 2011 that are eligible for Medicare must enroll in the Medicare program. Once enrolled in the Medicare program retired city employees will be entitled to the Medicare Supplement Stipend.

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

- Medicare Supplement Stipend As of July 1, 2011 \$200.00

12.5.2 The City will issue an addendum annually with the updated amount for the Medicare Supplement Stipend.

12.6 MEDICAL INSURANCE PLAN CHANGES

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

12.7 GENERAL RULES FOR PERS MEDICAL COVERAGE

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

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

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

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

12.8 DENTAL PLAN

The City will continue to offer dental insurance. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis.

12.9 TERM LIFE INSURANCE

The City will endeavor to offer a Term Life Insurance product during the term of this MOU. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis.

12.10 LONG TERM DISABILITY INSURANCE

The City will endeavor to offer a Long Term Disability insurance product during the term of this MOU. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis.

12.11 VISION PLAN

The City will endeavor to offer a vision insurance product during the term of this MOU. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis.

12.12 DEFERRED COMPENSATION PROGRAM

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

12.13 IRS SECTION 125 PLAN

The CITY has established for all employees voluntary participation in qualified IRS Section 125 plans.

12.14 STATE DISABILITY INSURANCE

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

12.15 LIFE INSURANCE

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

TITLE 13. RETIREMENT

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Safety Employees:

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

Non-Safety Employees

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

TITLE 14. TERM OF AGREEMENT

This MOU shall be for the term beginning July 1, 2010 and shall continue in full force and effect through June 30, 2012, and thereafter from year to year, unless superseded by a successor agreement.

This MOU shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 17th day of October 2007.

COLUSA POLICE OFFICERS ASSOCIATION

CITY OF COLUSA

CPOA President

Donna Critchfield, Mayor

APPROVED AS TO FORM:

Jacob Knapp, City Attorney