

009-196

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MISCELLANEOUS UNIT

REPRESENTED BY

COLUSA COUNTY EMPLOYEE ASSOCIATION

TERM

July 1, 2009-June 30, 2010

PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Employees Association ("CCEA" or "Association") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Miscellaneous bargaining unit.

ARTICLE I RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Code, Chapter 45, the County recognizes the CCEA as the exclusive representative for all County employees assigned to the "Miscellaneous" bargaining unit.

ARTICLE II CCEA RIGHTS

A. CCEA shall have all rights and privileges provided by the United States Constitution, the California State Constitution, Federal law, California State law, and the Colusa County Code, Chapter 45.

B. The County as allowed by Government Code section 3502.5 shall take a "fair share" payroll deduction from the monthly payroll check of miscellaneous employees who are non-members of CCEA in support of CCEA's representation during negotiations, grievance proceedings and discipline. In support of this action CCEA agrees that:

1. The employees have a legal obligation to reimburse the Association for representing them in negotiations, grievances and discipline;
2. Agreement to pay the "fair share" dues is not a requirement;
3. The "fair share" dues are to reimburse for costs only;
4. This section is not the first step toward forming a union shop;
5. CCEA agrees to defend, indemnify, and hold harmless the County from any liability, cost or fees incurred in the event of any action in which the County is named as a party which involves the use of "fair share" dues after deduction, negligence of CCEA regarding the "fair share" dues or similar claim provided that the County uses counsel of CCEA's choosing, and

6. Any request for an accounting of funds is the sole responsibility of CCEA.

C. Specified members of CCEA may attend any and all Board of Supervisor meetings on County time including budget hearings between the Departments and the Auditor. The names of such members must be provided to the Personnel Director on or before July 1 of each year.

ARTICLE III MANAGEMENT RIGHTS

Except as specifically limited by the terms of this MOU, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Code, Chapter 45.

ARTICLE IV GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCEA agrees that during the term of this Agreement, neither it nor its officers, agents or members will 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. The County will not lockout employees 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 CCEA or activity approved by this Agreement, nor will the County discourage membership in the CCEA or encourage membership in any other employee organization.

2. The CCEA 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
SALARIES

A. Effective January 1 2010, employees covered by this Agreement will receive a 1% wage increase. Should the County negotiate a higher wage increase with any Unit between May 1, 2009 and June 30, 2010 employees covered by this Agreement will be given an equal increase.

B. Effective January 1, 2010, employees covered by this Agreement will receive an additional 1% wage increase, provided funds are available to cover this additional amount. Should such funds be unavailable, employees covered by this Agreement shall retain three personal holidays subject to the following:

1. Personal holidays previously credited to employees in July of 2008 must be used by June 30, 2009.

2. No further personal holidays will be credited to employees before January 1.

3. In the event personal holidays are credited on January 1, 2010:

a. The credited days will not accrue and must be used by December 31, 2010;

b. At least five (5) calendar days prior to using a personal holiday, an employee must ask his/her Department Head for approval; and

c. Employees separating from employment will be compensated for any unused personal holidays on a prorated basis for the calendar year.

4. The additional wage increase identified in this paragraph "B" shall not be subject to paragraph "A," provided no more than 1% is given for any three days of leave.

5. Written Notice of the County's ability to fund the additional 1% wage increase will be provided to employees on or before December 1, 2009.

C. **Night differential pay** for employees covered by this Agreement is \$3.50 per shift.

D. **Bilingual pay** of \$50.00 per month will 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 will be based on the Department Head's recommendation and approval of the Board of Supervisors. Qualification will be based on

passing an approved language proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language. Employees receiving more than \$50 per month bilingual pay at the execution of this Agreement will continue earning their higher amount.

E. **Standby pay** of \$25.00 per custom shall be paid to employees required to be available on a standby basis for emergency work whether or not called in to work. If called back to perform emergency work the employee shall be provided "CTO" consistent with this Article V paragraph F or paid for hours worked at 1.5 times his/her regular hourly pay rate with a guaranteed minimum of 2 hours; except on holidays the rate of 1.5 times his/her regular hourly pay rate shall be paid in addition to the paid holiday.

F. **Overtime** for employees covered by this Agreement shall be as specified in Sections 45.8.1.6 through 45.8.1.6.8, except as follows:

1. Hours worked in excess of 40 hours per week shall be compensated at the employee's election either at the rate of 1.5 times the employee's regular hourly rate of pay or as compensatory time off ("CTO") calculated at the rate of 1.5 times the number of overtime hours worked provided:

- a. CTO is capped at 80 hours annually;
- b. CTO is paid at an employee's regular rate at the time the CTO is paid out;
- c. Employees will 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 a above; and
- d. All accumulated CTO will be cashed out upon separation from County employment.

ARTICLE VI **HOLIDAYS**

A. Employees covered by this Agreement are entitled to the paid holidays specified in Chapter 45 section 45.8.3 of the Colusa County Code, 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. Employees covered by this Agreement may each year as a Unit negotiate as a floating holiday one day not identified as a holiday in Chapter 45.

C. Employees who work on any of the holidays specified in 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. 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 V Paragraph E of this Agreement.

1. If a holiday falls on a Saturday or Sunday and either day is part of an employee's scheduled workweek, the employee will receive his regular rate of pay and the day shall be counted as a regular workday.

2. If an employee resigns and the last day worked is the day before a holiday, the employee will 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.

4. If an employee is on a leave of absence without pay, the employee will not be paid for holidays.

ARTICLE VII 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 Code except as follows:

a. Section 45.8.4.1 shall be construed to read "commencing" January 1, 2010;

b. Section 45.8.4.6 shall be construed to read after 2010; and

c. Section 45.8.4.8 shall be construed to read that vacation accumulated before January 1, 2010 will be carried forward in an employee's vacation account together with credited vacation days discussed in section 45.8.4.5 through 45.8.4.7 until December 31, 2014, provided that on January 1, 2015 unused vacation leave accumulated before January 1, 2010 will be subject to section 45.8.4.7.

2. In no event can an employee convert accumulated accrued vacation into deferred compensation in December 2009. Should an employee carry forward more than thirty days of accrued vacation as of January 1, 2010, Chapter 45.8.4.7 shall apply.

