

CO9-195

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY PROFESSIONAL/ADMINISTRATIVE
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 Professional Administrative 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 "Professional Administrative" 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 Professional Administrative 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
PROFESSIONAL ADMINISTRATIVE POSITIONS

A. The Professional Administrative Unit is composed of the following employee classes:

1. Professional employees which for purposes of this Agreement:

a. Employees holding positions requiring a baccalaureate and higher education or license/certificate who are exempt from being paid overtime under the Fair Labor Standards Act:

- i. Psychiatrist; and
- ii. Professional Quality Assurance Coordinator

b. Employees holding positions requiring a baccalaureate/equivalent or higher education, who due to the nature of their job duties will be eligible for overtime and standby pay:

- i. Accountant I and II;
- ii. AG Bio Standards Officer/Air Pollution Control Officer I-III;
- iii. Air Pollution Standards Officer I-III;
- iv. Appraiser I-III;
- v. Assistant Engineer;
- vi. Associate Civil Engineer;
- vii. Associate Planner;
- viii. Auditor Appraiser;
- ix. Counselor III-IV;
- x. Department Information Systems Manager;
- xi. Deputy Air Pollution Control Officer;
- xii. Deputy Public Guardian;
- xiii. Environmental health Specialists I-III;
- xiv. Health Educator
- xv. Librarian
- xvi. MHSA Adult Service Program Coordinator;
- xvii. MHSA Child Adult Service Program Coordinator;
- xviii. MHSA Family Facilitator;
- xix. MHSA Family Specialist;
- xx. Public Authority Service Manager;
- xxi. Public Health and Registered Nurses;
- xxii. Public Works Program Manager;
- xxiii. Social Worker I-IV;
- xxiv. Social Worker Supervisor I and II;
- xxv. Staff Services Analyst;
- xxvi. Property Tax Manager; and
- xxvii. Tobacco Control Projector Director.

2. Administrative employees which for purposes of this Agreement are defined as employees holding positions that do not require a four year degree:
 - a. Fiscal Services Director Sheriff's Office;
 - b. Licensed Psychiatric Technician;
 - c. Licensed Vocational Nurse; and
 - d. Safety Officer.

ARTICLE VI 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,

1. 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:

- a. Personal holidays previously credited to employees in July of 2008 must be used by June 30, 2009.
- b. No further personal holidays will be credited to employees before January 1, 2010.
- c. In the event personal holidays are credited on January 1, 2010:
 - (1.) The credited days will not accrue and must be used by December 31, 2010;
 - (2.) At least five (5) calendar days prior to using a personal holiday, an employee must ask his/her Department Head for approval; and
 - (3.) Employees separating from employment will be compensated for any unused personal holidays on a prorated basis for the calendar year.

2. Professional 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, professional employees covered by this Agreement shall receive three professional days subject to the following:

- 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 professional day, an employee must ask his/her Department Head for approval; and
- c. Employees separating from employment will be compensated for any unused professional days on a prorated basis for the calendar year.

3. Administrative employees covered by this Agreement will receive an additional .0033% (1/3 of 1%) wage increase, provided funds are available to cover this additional amount. Should such funds be unavailable, administrative employees covered by this Agreement shall receive one professional days subject to the following:

- d. The credited day will not accrue and must be used by December 31, 2010;
- e. At least five (5) calendar days prior to using a professional day, an employee must ask his/her Department Head for approval; and

Employees separating from employment will be compensated for an unused professional day on a prorated basis for the calendar year.

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

C. Night differential pay for Administrative 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 Article 4 Section A. 1.b Professionals and Section A. 2 Administrative 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

