

Passed to County
on 1/31/19
@ 1:52pm

1 Time_____ Date_____

2 The Union makes the following proposal regarding AB866 and dues deductions:

3 ARTICLE II UNION RIGHTS

4

5 2.1 PAYROLL DEDUCTIONS

6 a. It is the intent of this term to provide for payroll deductions of Union members to be deducted from their
7 warrants insofar as permitted by law and not to exceed \$99.99, including dues. The County agrees to deduct and
8 transmit to the Union all authorized deductions from all such members within this unit who have signed a County-
9 approved **an SEIU Local 1021** authorization card or cards for such deductions; so long as such authorization is not
10 revoked in writing.

11 b. The written authorization must be for approved insurance and benefit programs and the amount of dues
12 deducted from organization members' warrants shall be changed by the County upon written request of the Union.

13 c. The Union agrees to indemnify, defend and hold County harmless against any claims made of any nature
14 and against any suit instituted against the County arising from its checkoff for the dues, insurance or benefit
15 programs of the Union.

16 d. "Approved insurance and benefit programs" are those which County has approved as being noncompetitive
17 or nonduplicative of County-offered programs. County reserves the right to disapprove any insurance program, in
18 advance, if competitive or duplicative, and to cancel any Union insurance and benefit program payroll deductions
19 where they are established without prior County approval. County may also cancel payroll deductions if the program is
20 modified so as to become competitive or duplicative. It is understood that life insurance, except for accidental death
21 and dismemberment, is competitive and duplicative of County-offered programs. The County agrees to permit the
22 Union checkoff for premiums of the Union short-term disability plan provided the short-term plan is not competitive or
23 duplicative of the County long-term disability plan.

24 e. Solicitation or servicing of such insurance and benefit programs shall not interrupt on-duty supervisors nor
25 be conducted in County facilities without prior approval of County.

26

27 ~~3~~ ~~AGENCY SHOP CONDITION OF EMPLOYMENT~~

28 ~~All employees in the representation unit shall, as a condition of continued employment, beginning with the second full~~
29 ~~pay period after notice is given to employees in accordance with Section 2.7 and until the termination of the~~
30 ~~Agreement, either:~~

31 a. ~~Become a member of the Union; or~~

32 b. ~~Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly~~
33 ~~periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and~~
34 ~~the representation of employees, but in no event to exceed 90% of the regular membership dues; provided, however,~~

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35 that each employee will have available to him/her membership in the Union on the same terms and conditions as are
36 available to every other member of the Union; or

37 G. ~~(1) Execute a written declaration that the employee is a member of a bona fide religion, body,~~
38 ~~or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a~~
39 ~~condition of employment; and~~

40 ~~(2) Pay a sum equal to the agency fee described in Section 2.4-b. to a non-religious, non-labor~~
41 ~~charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall~~
42 ~~furnish written proof to the County and the Union that this contribution has been made.~~

43 d. ~~Any solicitations or representations made to employees for the purposes of~~
44 ~~Union membership or payment of fair share fees shall clearly state that such membership or requirements for fair~~
45 ~~share fee relate solely to the Union and to no other organization.~~

46 2.4 ~~SEPARATION FROM UNIT EXCEPTION~~

47 The condition of employment specified above shall not apply during periods of separation from the representation
48 unit by any such employee but shall reapply to such employee commencing with the third full pay period following the
49 return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and
50 leaves of absence with a duration of more than two (2) full pay periods. The condition of employment specified above
51 shall not apply to newly hired employees until the beginning of the third full pay period of employment.

52 2.5 ~~FAIR SHARE SERVICE FEE DETERMINATION AND DISCLOSURE~~

53 Only the costs of the following activities shall be considered by the Union when making a determination of the
54 amount of the fair share service fee of non-members:

55 a. ~~Expenditures for labor contract negotiations on behalf of employees in the unit (for example, the fees and~~
56 ~~expenses of the Union representative and staff support, including research of and preparation for a negotiating~~
57 ~~position).~~

58 b. ~~Expenditures for contract administration (for example, meetings and discussions with management~~
59 ~~concerning grievances under the contract, meetings with employees as part of grievance resolution, and costs of~~
60 ~~representatives for arbitration, shorthand reporters, or attorneys in enforcing the Agreement and staff support~~
61 ~~including research and preparation).~~

62 2.6 ~~EXPENDITURES NOT INCLUDABLE IN DETERMINATION OF THE FAIR SHARE FEE~~

63 a. ~~Under no circumstances shall expenditures for the following purposes and activities be included in any way~~
64 ~~in the calculation or determination of the fair share fee:~~

65 (1) ~~Lobbying or other political activity, including support for individual candidates or political parties.~~

66 (2) ~~Organizing and recruiting activities outside of the Welfare Super isory Unit.~~

67

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68 ~~(3) — Payments to affiliates, except for payments for activities under Section 2.6 above.~~

69 ~~(4) — Social activities.~~

70 ~~(5) — Charitable and philanthropic activities.~~

71 ~~(6) — Insurance and other benefit programs.~~

72 ~~(7) — Any strike or concerted activity fund.~~

73 ~~b. — Costs other than those described in Section 2.6 above shall not be considered when making a~~
74 ~~determination of the fair share service fee of non-members.~~

75 ~~2.7 — FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO~~

76 ~~CHALLENGE~~

77 ~~Within sixty (60) calendar days after the end of its fiscal year, the Union shall mail to the County and to each employee~~
78 ~~within the bargaining unit a "Fair Share Fee Explanation and Notice of Right to Challenge." Such notice shall also be~~
79 ~~given to all new employees hired into the unit prior to the solicitation or collection of any membership dues or fair~~
80 ~~share fees. Such notice shall include:~~

81 ~~a. — An accounting prepared and signed by an auditor, who is a certified public accountant, for the overall~~
82 ~~purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee to be able to~~
83 ~~reasonably determine what portion of regular membership dues would be allocable to the cost of negotiation and~~
84 ~~contract administration as defined in Section 2.6 above.~~

85 ~~(1) — The accounting will utilize data from the prior fiscal year and shall include the following information:~~

86 ~~(a) — A breakdown of the Union's actual revenue by source.~~

87 ~~(b) — A breakdown of each major category within the Union's budget and indicating the actual expenditures within~~
88 ~~each category including the portion of each category allocable to the costs of negotiation and contract administration~~
89 ~~as defined in Section 2.6.~~

90 ~~(c) — Where Union expenditures are for employee compensation, the auditor shall determine what portion of the~~
91 ~~employee's salary is clearly allocated to the actual negotiation and contract administration as defined in Section 2.6.~~

92 ~~(d) — The auditor shall prepare a statement itemizing which of the Union's expenditures are clearly allocated to~~
93 ~~negotiation and contract administration as defined in Section 2.6 and which expenditures are not so allocated.~~

94 ~~(e) — The auditor shall then calculate the proportion of dues which are clearly allocable to negotiation and contract~~
95 ~~administration as defined in Section 2.6, expressed as a percentage of regular membership dues.~~

96 ~~(2) — To enable the auditor to prepare the accounting, the Union shall provide the auditor access to all records~~
97 ~~reasonably necessary for such preparation including a record of the employee's activities in sufficient detail to enable~~
98 ~~the auditor to make the necessary determination in Subsection a. above. In the event that payments are made to any~~
99 ~~other organization, the auditor shall be provided access to such organizations' records when reasonably necessary to~~
100 ~~prepare the above accounting.~~

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101

102 ~~b. — The amount of the fair share service fee: Such fee shall not exceed the proportion of dues calculated in~~
103 ~~Section 2.8-a.(1)(e) above.~~

104 ~~c. — Instructions on filing a challenge to the amount of the fair share service fee with the Union:~~

105 ~~(1) — Non-members who wish to challenge collection of the fair share fee because the amount identified contains~~
106 ~~expenditures for activities not within the definition of Section 2.6, or because the procedures set forth herein have not~~
107 ~~been complied with, must file a " Fair Share Fee Challenge Petition" with the Union and with a copy to the County.~~

108 ~~(2) — The petition shall be signed by the challenger or the challenger's agent under penalty of perjury and must~~
109 ~~state with specificity the particular expenditures or procedures being challenged. The petition must include the name,~~
110 ~~address, and social security number of the challenger. Such petition must be submitted no later than thirty (30) days~~
111 ~~after the postmark of the Fair Share Fee Explanation and Notice of Right to Challenge for such petition to be valid.~~

112 ~~(3) — During the pendency of the challenge, the amount of the fair share fee reasonably in dispute shall be placed~~
113 ~~in an escrow account established by the Union.~~

114 ~~(4) — The dispute described in the challenge petition shall be heard by the Union within thirty (30) calendar days~~
115 ~~after the closing of the challenge period referenced in this section. If the written response of the Union is not~~
116 ~~satisfactory to the employee, such employee shall have the right to refer the matter to binding arbitration in~~
117 ~~accordance with procedures established by the Union.~~

118 ~~(5) — The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.~~

119 ~~(6) — The costs of the arbitration shall be borne by the Union.~~

120 ~~(7) — At the Union's sole discretion, the hearing of all appropriately submitted and valid challenge petitions may~~
121 ~~be consolidated into one (1) arbitration.~~

122

123 ~~2.8 — FAILURE TO PROVIDE FAIR SHARE FEE EXPLANATION AND NOTICE OF RIGHT TO CHALLENGE~~

124 ~~Should the Union fail to provide the information needed for the annual accounting required by Section 2.8-a.(2), or fail~~
125 ~~to provide to each employee and to the County the required annual Fair Share Fee Explanation and Notice of Right~~
126 ~~to Challenge set forth above within the required sixty (60) days after the end of its fiscal year, the County shall have~~
127 ~~the right to give the Union two (2) pay periods notice to provide the required notice. If the Union fails to provide the~~
128 ~~required notice by the expiration of the two (2) pay periods, then the County shall make no further payroll deductions~~
129 ~~of any kind on behalf of the Union (dues, fair share fees, insurance, et cetera) until such time as the Union provides~~
130 ~~the required notice.~~

131 ~~2.9 — LABOR ORGANIZATION ANNUAL REPORT~~

132 ~~Annually, the Union shall file with the Office of Labor Relations a fully completed copy of the U.S. Department of~~
133 ~~Labor LM-2 (Labor Organization Annual Report) which shall serve as the required financial disclosure pursuant to~~
134 ~~Government Code Section~~

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135 3502.5 (d). If the Union has paid or distributed all or a portion of the dues or fees collected to any other organization
136 for the purpose of providing direct and ongoing representation to employees in the unit, the Union shall also be
137 required to submit fully completed LM-2 forms from those employee organizations at the same time the Union submits
138 its completed LM-2. All LM-2's submitted pursuant to this section shall be signed by a certified public accountant and
139 shall be made available to employees in the unit.

140 2.10 — FAILURE TO FILE LABOR ORGANIZATION ANNUAL REPORTS

141 The Union shall submit the required LM-2('s) no later than sixty (60) calendar days after the end of its fiscal year. If the
142 Union fails to provide the County with the required LM-2('s), then the County shall have the right to give the Union two
143 (2) pay periods notice to provide the required LM-2('s). If the Union fails to provide the required LM-2('s) at the
144 expiration of the two (2) pay periods, then the County shall make no further payroll deductions of any kind on behalf of
145 the Union (dues, fair share fees, insurance, et cetera) until such time as the Union provides the required LM-2('s).

146 2.11 — JUST CAUSE FOR TERMINATION

147 The parties agree that any failure of an obligated employee to pay a fair share service fee shall constitute reasonable
148 and just cause for discharge.

149 2.12 — PROCEDURE FOR FAIR SHARE TERMINATION

150 The procedure in cases of discharge for violation of the obligation to pay a fair share service fee shall be as follows:

151 a. — The Union shall notify the employee (a copy to the appointing authority) of

152 non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining
153 that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and
154 warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will request that
155 the employee be terminated as provided in this section.

156 b. — If the employee fails to comply, the Union shall file with the appointing authority, in writing, proof of
157 compliance with Subsection a., the specific charges, and a demand that the employee be terminated. The charges
158 shall include:

159 (1) — A statement that it is proposed that the employee be discharged from employment;

160 (2) — A statement of the cause of the proposed discharge of the employee;

161 (3) — A statement in ordinary and concise language of all specified facts or omissions upon which the cause is
162 based;

163 (4) — A copy of the Union's documents relevant to the proposed action or a statement advising the employee and
164 his/her appointing authority of the time and place where they may have access to such documents. —

165 e. — In the case of a regular employee, the appointing authority shall serve a copy of the written charges upon
166 the employee either personally or by certified mail, return receipt requested. The appointing authority shall give written
167 notice to the Union and the employee of the scheduled date of a hearing by the appointing authority.

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d. ~~———— In the case of a temporary employee, the notice and copy of charges shall constitute a final termination notice. A hearing shall be held only if requested in writing within ten (10) days of the service or mailing of the notice and charges.~~

e. ~~———— The parties to the hearing shall be the Union and the employee.~~

f. ~~———— The appointing authority shall determine whether the Union has established cause to terminate the employee because of the violation of this section. If the appointing authority determines that there is cause for termination of the employee, the appointing authority shall terminate said employee within ten (10) days after making such determination. A permanent employee may appeal the order of termination through the discipline arbitration procedure (Article XVIII of this Agreement).~~

g. ~~———— The Union shall bear all costs of terminating the employee, including all costs of the County in defending any appeal of an employee from the County's termination of such employee for failure to pay a fair share service fee. Such reimbursed costs shall not include payment of the attorney selected by the County to prosecute and defend the termination action.~~

h. ~~———— This provision shall be controlling for this section only. The hearing cost provisions in Sections 5.18 and 17.17 of this Agreement are exclusive to their respective articles.~~

~~2.13 ——— INDEMNIFICATION~~

~~The Union shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this article.~~

~~2.14 ——— PAYROLL AUTHORIZATION REQUIREMENTS~~

a. ~~———— The authorization for payroll deductions described in this subsection shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.~~

b. ~~———— It is agreed that agency shop fair share fees and charitable contributions specified herein shall be deducted from the salary of each employee covered by this section who files with the County a written authorization requesting such deduction be made.~~

1. Dues/COPE/Union-Sponsored Benefit Program Deductions

(a) The employer shall honor an employee's check-off authorization for dues, COPE or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

(b) Deductions for dues, COPE or other Union-sponsored program shall start the pay

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202 period after the employer receives notification of the authorization. The employer shall
203 transmit such payments to the Union through electronic funds transfer no later than thirty
204 (30) days after the deduction from the employee's earnings occurs.

205 (c) Requests to authorize dues/other deduction(s), or requests to change status regarding
206 such deductions, shall be directed to the Union rather than the employer. The employer
207 shall rely on the Union's explanations in a certified list, submitted by a representative of
208 the Union who has authority to bind the Union, regarding whether an
209 authorization/change in deduction(s) has been requested by the employee.

210 (d) The Union shall not provide the employer a copy of the employee's authorization
211 unless a dispute arises about the existence or terms of the authorization.

212 (e) The Union shall indemnify the employer for any claims made regarding such
213 deductions.

214 (f) Violations of this Section of the MOU are grievable.

215 II. Regular receipt of bargaining lists

216 Within ten (10) days of each complete pay period, the Union shall receive a list of all
217 current employees covered by this Agreement, which shall include each employee's
218 name, home address, home and cell phone numbers, personal and work e-mail addresses,
219 work locations, department, employee identification number, hourly rates of pay, hours
220 worked, gross pay. This list will include all employees newly hired, rehired, reinstated,
221 transferred into or out of the bargaining unit, transferred between departments, promoted
222 reclassified, downgraded, placed on leaves of absence of any type including disability,
223 placed on or recalled from layoff, separated (including retirement), added or deleted from
224 the bargaining unit, or who have made any changes in Union deductions during the
225 preceding bi-monthly period.

226 III. Protect contact, biographical and/or demographic information of unit
227 members from third-parties.

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228 In order to protect bargaining unit employees from harassment or invasion of privacy, the
229 employer shall immediately notify the Union of any third party requests for contact,
230 biographical and/or demographic information about the bargaining unit employees. The
231 employer shall promptly provide the Union a copy of the request and any materials
232 submitted with the request.

233 The employer shall provide the Union at least ten (10) days to review the request and
234 challenge the scope of the request prior to the employer responding to the request. The
235 employer agrees to consider the Union's response prior to disclosing to a third party any
236 contact, biographical, and/or demographic information about the bargaining unit
237 employees.

238 The employer agrees that it will not create a report for a non-exclusive representative
239 requestor that does not already exist. If the employer is required by law to furnish a nonexclusive
240 representative requestor with a report, it agrees not to provide it in a malleable
241 electronic format.

242 The employer shall not permit a non-exclusive representative to access bargaining unit
243 members during working hours or in working areas.

244 The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit
245 members on the employer's property.

246 The employer agrees to adopt further safeguards against harassment or invasion of
247 privacy by non-exclusive representatives, including but not limited to establishing filters
248 in the employer's email system to block emails from non-exclusive representatives.

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