

AGREEMENT BETWEEN THE CITY OF REEDLEY
AND
REEDLEY PUBLIC SAFETY EMPLOYEES ASSOCIATION

**SIDE LETTER OF AGREEMENT FOR MOU SECTION 8
ORGANIZATIONAL SECURITY**

This agreement sets forth the full and entire understanding of the parties regarding Section 8, *Organizational Security*. Any other previous understandings, side letters of agreement, Memorandum of Understanding (MOU) provisions, or agreements by the parties regarding Section 8, Organizational Security is superseded and terminated in their entirety. Per Section 3. *Renegotiations* of the 2015-2018 MOU covering July 1, 2015 – June 30, 2018, either party reserves the right to renegotiate provisions set forth in Section 8. *Organizational Security* at any time during the term of this Agreement. This side letter of agreement shall be effective January 1, 2016, and shall run concurrently with the current MOU scheduled to expire June 30, 2018.

The parties agree to the following amendment/modification to the current MOU, Section 8, *Organizational Security*:

8. ORGANIZATIONAL SECURITY:

a. Neither the City nor the Association shall discriminate (~~except as allowed by law~~) against employees because of race, sex, color, handicap, creed or national origin. Neither the City nor the Association shall unlawfully interfere with, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or join, or refuse to participate or join, in the Association's lawful activities.

b. The Association has the right to represent its members before the City Council or advisory boards or commissions with regard to the enforcement of the wages, hours and working conditions or other matters within the scope of representation covered by this Agreement.

c. The City agrees that up to two (2) sworn employee representatives of the Association and one (1) from the non-sworn, no more than three overall are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters of employee/employer relations, or when engaged in activities that the parties mutually agree are in the shared interest of more harmonious relations on matters within the scope of representation.

d. ~~The City agrees to deduct Association dues for employees covered by this agreement when authorized in writing by the individual employee concerned on forms acceptable to the City. It is further understood and agreed that the City shall not be required to deduct said dues or remit same to Association when any employee covered by this agreement requests in writing that City cease such deductions.~~

d. For those employees whose classifications are included in the Reedley Public Safety Employees Association, the City will deduct from their wages their initiation fees, regular monthly dues, or assessments, (collectively the "Association dues"). Such Association dues shall be deducted and transmitted to the Association upon voluntary, revocable, written authorization of the unit employee in a manner complying with legal requirements. As an Agency Shop the provisions of Section 8(d) shall control for Association dues deductions:

Agency Shop

By secret ballot, a majority (50% plus one) of this unit's employees have voted in favor of an Agency Shop. Membership in the Association payroll deduction payment of an equivalent service charge shall be a condition of continued employment in the bargaining unit.

Repeal of Agency Shop shall be decided by the same election process as above, if at any time at least fifty percent (50%) of the unit employees submit a written petition requesting repeal, and a simple majority of fifty percent (50%) plus one (1) of the unit employees shall decide in favor of repeal of Agency Shop.

As an Agency Shop, Association shall supply and City shall furnish to each unit employee, a written statement of the above requirement and an enrollment card which shall include substantially the following language:

I authorize a payroll deduction from my wages in the amount certified by the Reedley Public Safety Employees Association (RPOA) to the City as the proper initiation fees, monthly dues, or assessments, or services charge for services provided by RPOA. I hereby elect that such deductions be applied as follows:

- a) *For RPOA Membership*
- b) *For a Service Charge to RPOA*
- c) *I Decline to have the City deduct any amounts from my pay warrants and certify as follows.*

(1) I am a practicing member of a recognized religious body or sect which has historically held a conscientious objection to joining or financially supporting any employee organization. In lieu of paying any initiation fees, dues, assessments, or service charges for any other services provided by RPOA, I agree an equal amount to the charitable organization of my choice, provided it is exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. I agree to provide RPOA with proof of such payment on a monthly basis as a condition of continued exemption from payment of initiation fees, dues, service charges, or assessments for other services to RPOA.

(2) I agree, that should a dispute between RPOA and myself occur as to the validity of my claimed exemption or as to proof of payment to a non-religious charitable fund as specified above, and the City is notified of such dispute by RPOA, City Shall deduct monthly an amount equal to the initiation fees, service fee, assessments, and/or dues for any other services provided by RPOA from subsequent pay warrants and will remit such amounts to RPOA pending notification by RPOA that the dispute has been resolved.

NAME: _____ DATE: _____

As an Agency Shop, the Association shall furnish a letter to the City certifying the amount of Association dues and fees for any other services provided by the Association. Certification of any

changes in any such amounts shall be delivered to City at least thirty (30) calendar days prior to the day that pay warrants reflecting such changes shall be issued.

City agrees during the life of this MOU, as provided in this Article, to deduct monthly an amount as certified by the Association from the pay warrant of each unit employee. Such amounts deducted shall be remitted to the Association monthly along with the name and amount deducted from that employee's pay.

The Association agrees not to require a non-member of the Association to make any payment to the Committee on Political Action (COPE), nor shall the Association include as a part of the Agency Shop fee an amount to be used for political purposes.

If an employee refuses to file a written payroll authorization or becomes delinquent in the payment of Association dues, service charges, or alternative charitable contributions, the Association may notify the City in writing with instructions to make the payroll deduction of the Association dues or service charges on an involuntary basis. A copy of such notice of involuntary deduction shall be mailed to the employee. All shall be served by certified mail.

The Association agrees that it shall fulfill all processes, procedures, financial reporting requirements as required by Government Code '3502.5 and legal decisions applicable to Agency Shop Provisions. The Association shall, before March 1 of each calendar year, deliver a written financial report to the City and each employee of this bargaining unit, in form, format and with the content described in Government Code '3502.5(f).

Exceptions to Dues Deduction Authorization Card

The member's earnings must be sufficient after order legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no Association dues or service charges, deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit with the Director of Finance & Administrative Services, the amount which would have been deducted if the member had been in a pay status during that period. In the case of member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no Association dues or service charges deduction or deposit shall be made.

It is also agreed that the Association shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this Section. It is further agreed and understood by the parties that dues deduction privileges as set forth in this article may be revoked by the City if the provisions of Section 25, PEACEFUL PERFORMANCE, are violated by the Association.

e. A bulletin board, of the size of 3 feet by 4 feet, or less, may be established and maintained by the Association at Association expense, at a mutually agreed upon location. The Association must keep said bulletin board in a neat and orderly appearance. It shall be maintained for the posting of only the following types of notices:

Association recreational and social activities;

Association elections;
Association appointments and results of Association elections; and
Association meetings.

All material posted on said bulletin board must (1) contain the date of posting, (2) contain the identity of the organization responsible for the posting, and (3) be removed within 31 calendar days of posting (except that material listing the names and telephone number of P.O.R.A.C. (Police Officers Research Association of California) and/or that material explaining available employee benefits need not be removed within said 31 day period).

The City shall not be responsible for maintaining or constructing said bulletin board. The City shall be held harmless by the Association and shall be indemnified by the Association for any liability incurred as a result of any physical or personal damage sustained by anyone due to either the condition and/or location of the board, or the contents of any publication placed thereon.

If the City objects to any posted material which is claimed to be inconsistent with the agreement, it shall notify the Association to remove the material within twenty-four hours. In the event the matter cannot be resolved between the City and the Association within this period, the material will be removed and a grievance may be taken directly to Level Four of the grievance procedure.

It is further agreed and understood by the parties that the above bulletin board privileges, as set forth in this Section, may be revoked by the City if the provisions of Section 25, PEACEFUL PERFORMANCE, are violated by the Association.

f. The Association may use City facilities for Association activities in accordance with City rules and regulations, provided that appropriate advance arrangements are made. It is understood that the granting of such use may be conditioned upon appropriate charges to offset the costs of such use.

g. The City shall make copies of the City Council agenda and related material available to the Association on the same terms as apply to the public in general.

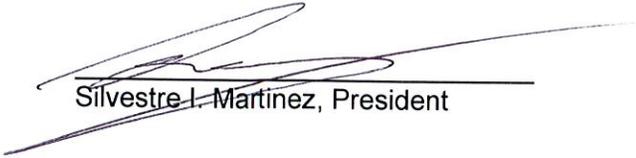
h. Upon reasonable advance request to the Chief of Police or the City Manager, reasonable access to employee work locations will be allowed officially designated Association representatives for the purpose of processing grievances or contracting members of the association concerning other lawful business within the scope of representation. Such access shall not be used to conduct solicitation for membership or other internal organizational business. Access shall be restricted so as not to interfere with the work or the normal operations of the department or with established safety or security requirements.

FOR THE CITY OF REEDLEY:



Nicole R. Zieba, City Manager

**FOR THE REEDLEY PUBLIC SAFETY
EMPLOYEES ASSOCIATION:**



Silvestre I. Martinez, President