



Human Resources and Development COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: December 11, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

CONTACT PERSON: Rhonda Sjostrom PHONE: 636-4900

SUBJECT: Side Letter of Agreement with the Tulare County Deputy Sheriff's Association Unit 13 and Unit 15.

REQUEST(S):

That the Board of Supervisors:

Approve a side letter agreement with the Tulare County Deputy Sheriff's Association (TCDSA) Unit 13 and Unit 15 regarding language changes to the TCDSA Memorandum of Understanding to comply with the U.S. Supreme Court decision of *Janus v. AFSCME* and Senate Bill 866.

SUMMARY:

On June 27, 2018 the U.S. Supreme Court issued a decision on *Janus v. AFSCME* that deemed collecting agency fees unconstitutional for agency shop unions. In addition, Governor Brown signed into law that day Senate Bill 866 that amends and creates new State law regulating: (1) how public employers and employee organizations manage organization membership dues deductions; (2) how public employers communicate with employees about their rights to join or support, or refrain from joining or supporting, employee organizations; and (3) making the location of employee orientations confidential.

It is the County's intent to remain compliant with Federal and State law as outlined in *Janus*, and Senate Bill 866.

FISCAL IMPACT/FINANCING:

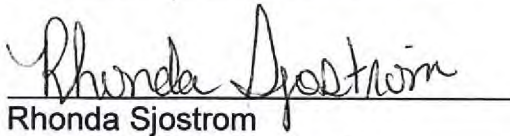
Adoption of this agreement does not result in increased cost to the County.

SUBJECT: Side Letter of Agreement regarding TCDSA MOU Unit 13 and Unit 15
Language Changes
DATE: December 11, 2018

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Organizational Performance: Continuously improve organizational effectiveness and fiscal stability. Provide for the stability of county operations through periods of economic fluctuations, changing priorities and service demands.

ADMINISTRATIVE SIGN-OFF:

A handwritten signature in cursive script, reading "Rhonda Sjostrom", is written over a horizontal line.

Rhonda Sjostrom
Human Resource Director

cc: Auditor-Controller
County Counsel
County Administrative Office (2)
TCDSA

Attachment(s) Side Letter Agreement between Tulare County and TCDSA Unit 13
and Unit 15

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVAL OF A)
SIDE LETTER OF AGREEMENT WITH THE) Resolution No. _____
COUNTY AND TULARE COUNTY) Agreement No. _____
CORRECTIONS ASSOCIATION.)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD December 11, 2018,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

That the Board of Supervisors:
Approve a side letter agreement with the Tulare County Deputy Sheriff's Association
(TCDSA) regarding language changes to the TCDSA Memorandum of Understanding
Unit 13 and Unit 15 to comply with the U.S. Supreme Court decision of *Janus v.*
AFSCME and Senate Bill 866.

**Side Letter of Understanding
Between Tulare County
and the
TULARE COUNTY DEPUTY SHERIFF'S ASSOCIATION (DSA) FOR UNIT 13**

This side letter is to confirm that the County of Tulare and the Tulare County Deputy Sheriff's Association (DSA) for Unit 13 met and conferred on the U.S. Supreme Court issued decision on *Janus v. AFSCME* that deemed collecting agency fees unconstitutional for agency shop unions. In addition, Governor Brown signed into law that day Senate Bill 866 that amends and creates new State law regulating: (1) how public employers and employee organizations manage organization membership dues deductions; (2) how public employers communicate with employees about their rights to join or support, or refrain from joining or supporting, employee organizations; and (3) making the location of employee orientations confidential.

It is the County's intent to remain compliant with Federal and State law as outlined in *Janus*, and Senate Bill 866.

~~Article 7~~
UNIT MEMBERSHIP

~~The County shall exclusively provide TCDSA in writing, quarterly each year from the effective date of this Memorandum, a list of all employees subject to this Agreement, of such employee's name, employee I.D. number, class and job location by department, as applicable.~~

**Article 8
DUES DEDUCTION**

~~TCDSA has the sole and exclusive right to have employee organization membership dues and insurance premiums deducted for employees covered by this Agreement.~~

TCDSA may have the regular dues of its bargaining unit members deducted from their paychecks under the following procedures:

TCDSA is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to TCDSA and not to the County. TCDSA is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding TCDSA membership, dues amounts, and payroll deductions must be directed to TCDSA and not the County.

TCDSA will provide to the County an updated, certified dues deduction list of bargaining unit members on a bi-annual basis, who have provided written authorization for regular dues deductions. The County will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. TCDSA will immediately notify the County of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the County within five (5) business days of TCDSA being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the County. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided TCDSA with deduction authorization forms is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction. The County will implement the change(s) in the pay period following the County's receipt of such notification. The County will transmit the

balance of funds to TCDSA as soon as practicable after such deduction is made.

In cases where an employee is not paid for a portion of the pay period and her/his salary is insufficient to cover part or all of the withholding of dues, or the statutory withholding obligations exceed the withholding of dues, or the employee is temporarily assigned out of the bargaining unit, there shall be no withholding. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. All legally mandated and statutory tax, required deductions for health care insurance deductions and Section 125 dependent care and medical reimbursement accounts, shall have priority over dues unless the affected employee authorizes otherwise in writing to TCDSA.

~~The County shall collect TCDSA dues and insurance premiums through payroll deduction. These moneys shall be forwarded to TCDSA as soon as practicable after such deduction is made. This~~

~~clause only applies to bargaining units where TCDSA is the Certified Representative and is subject to related provisions in the County of Tulare Employment Relations Policy. This clause shall~~

~~continue in effect during the term of this MOU and during the period immediately following the expiration of this MOU while meet and confer toward a successor MOU is continuing and impasse has not been declared.~~

TCDSA agrees to indemnify, defend and hold harmless the County against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on TCDSA's representations and certifications regarding employee dues deduction authorizations.-

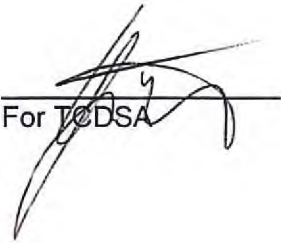
~~TCDSA and the County agree to establish an "Agency Shop" for Unit 13. The Agency Shop Plan is described in Appendix A to this Memorandum of Understanding.~~

Article 9 **NEW EMPLOYEE INFORMATION**

A factual presentation of the rights and responsibilities of employees shall be presented by the County in each new employee orientation session~~meeting~~. This shall include the naming of the certified representative of each bargaining unit, ~~and the distribution of informational packets supplied by TCDSA to employees covered by this agreement.~~ If on file, the Human Resources & Development department will supply TCDSA with the names, job titles, departments, work locations, work numbers, home numbers, and personal cellular telephone numbers, and personal email addresses of each new employee within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

~~TCDSA will be given reasonable advanced notice of group orientation meetings. TCDSA will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the formal orientation prior to the dismissal of the group. The HR&D representative will also inform the employees that if their classification is represented by TCDSA, then the representative would like to speak with them after the orientation. After such introduction and announcement, the HR&D representative shall announce that the formal orientation is concluded and that if they are not meeting with a TCDSA representative they are dismissed. The TCDSA representative may then meet with the new TCDSA represented unit employees in the orientation meeting room in a small group or individually for fifteen (15) minutes after the conclusion of the orientation meeting.~~

This side letter of agreement was reached through the meet and confer process with TCDSA on these topics, this side letter of agreement is subject to approval by the Board of Supervisors.



For TCDSA

11-14-18
Date 

For Tulare County
Rhonda Sjostrom

11-14-18
Date

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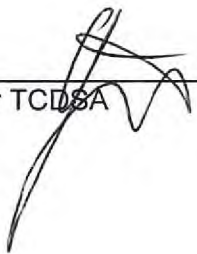
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the bargaining unit.

TCDSA will be given reasonable advanced notice of group orientation meetings. TCDSA will be given 10 days' notice of group orientation meetings, and a representative of TCDSA will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the formal orientation prior to the dismissal of the group. The HR&D representative will also inform the employees that if their classification is represented by TCDSA, then the representative would like to speak with them after the orientation. After such introduction and announcement, the HR&D representative shall announce that the formal orientation is concluded and that if they are not meeting with a TCDSA representative they are dismissed. The TCDSA representative may then meet with the new TCDSA represented unit employees in the orientation meeting room in a small group or individually for fifteen (15) minutes after the conclusion of the orientation meeting.

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