

February 12, 2019

**Side Letter of Understanding
Between Tulare County
and the
GOVERNMENT LAWYER'S ASSOCIATION OF WORKERS**

This side letter is to confirm that the County of Tulare and the Government Lawyer's Association of Workers (G-LAW) for Unit 8 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 55 AGENCY SHOP PROCESS.....18~~

Article 8
DUES DEDUCTION

The G-LAW has the sole and exclusive right to have employee organization membership dues deducted for employees covered by this Agreement. ~~The County shall collect the deduct G-LAW regular dues of its bargaining unit members through payroll deduction under the procedures as follows:-~~

~~The County shall collect the G-LAW dues through payroll deduction. These moneys shall be forwarded to G-LAW as soon as practicable after such deduction is made. This clause only applies to bargaining unit 8 where the G-LAW 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.~~

~~The G-LAW 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.~~

G-LAW 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 G-LAW and not to the County. G-LAW 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 Union membership, dues amounts, and payroll deductions must be directed to G-LAW and not the County.

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G-LAW 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. G-LAW 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 G-LAW 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 G-LAW 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 G-LAW 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 by the County. 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 G-LAW.

G-LAW ~~agrees to~~ shall 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 G-LAW's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

Article 13 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 the G-LAW, to employees covered by this agreement. The County Human Resources Department will distribute the G-LAW provided literature regarding the association to new employees whose positions are represented by G-LAW following the conclusion of the County's new employee orientation sessions which are offered biweekly throughout the year. The County reserves the right to review the information provided by G-LAW and to remove any material that is deemed inflammatory or inappropriate for the orientation process. If on file, the Human Resources & Development department will supply G-LAW with the names, job titles, departments, work locations, work 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.~~

Unless there is a business necessity G-LAW will be given 10 days' notice of group orientation meetings, and a representative of G-LAW will be invited into the meeting room and introduced by a staff member

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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 G-LAW, 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 Union representative, they are dismissed. The G-LAW representative may then meet with the new G-LAW 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.

Article 55
AGENCY SHOP PROCESS

~~In accordance with Section 3502.5 of the California Labor Code, Agency Shop shall be recognized by the County upon, 1) a signed petition of 30 percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement.~~

~~If a petition is signed and submitted to the County in accordance with the above, the County and G-LAW shall meet within 10 days from the filing of the petition with the County and shall jointly select a neutral person or entity to conduct the election. If agreement cannot be reached on a neutral person or entity to conduct the election, the State Mediation and Conciliation Service will be contacted to arrange for an election.~~

~~If Agency Shop is approved in accordance with the above, the Agency Shop Addendum agreed to in the Tentative Agreement (June 22, 2017) shall be added to this MOU. If approved, employees shall be notified of the outcome of the election and G-LAW shall notify the County of the Fee Payer deduction amount. The Fee Payer payroll deductions will commence as soon as administratively possible by the County.~~

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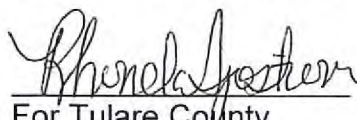
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This side letter of agreement was reached through the meet and confer process with G-LAW on these topics, this side letter of agreement is subject to approval by the Board of Supervisors.



For G-LAW

2/12/19
Date



For Tulare County
Rhonda Sjostrom

2/12/19
Date