

**Letter of Agreement
between
Stanislaus County
and
Stanislaus County DA Investigators' Association**

Whereas, Government Code 3502.5 recognized and allowed public employee associations to establish "agency shop" provisions with their respective employees; and,

Whereas, the Memorandum of Understanding between the County (hereinafter, County) and Stanislaus County DA Investigators' Association (hereinafter, Association), expired June 30, 2018, Section 18-A, Fair Share Fee Payments, required, "...all regular full-time, non-probationary employees shall as a condition of employment, pay a representation service fee..."; ("agency fee") (agency shop) and,

Whereas, the United States Supreme Court ruled in *Janus V. American Federations of State, County, and Municipal Employees, Council 31 et al. (2018)*, 585 US___ [138 S. Ct. 2448] that agency fee (agency shop) provisions were unlawful; and,

Whereas, the current Memorandum of Understanding between the County and the Association, Section 24, Severability recognizes the Supreme Court ruling invalidates the agency shop provisions in the current Memorandum of Understanding; and,

Whereas, the State of California recently enacted AB 119 which requires, in part, employers to disclose employee information to the exclusive recognized bargaining unit; and,

Whereas, the State of California recently enacted SB 866 which requires, in part, the union/associations to be responsible for the administration of voluntary agency fee (agency shop) payers and limits the employer actions regarding union/association membership.

Now Thereto, the parties agree to the following, which shall be incorporated into the subsequent MOU:

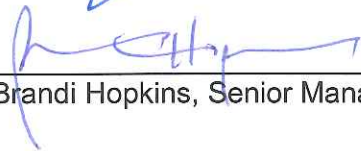
- Delete Section 18-A, Fair Share Fee Payments, in the current MOU upon its expiration.
- Monthly, the County shall provide the Association a roster of all employees in the Association's bargaining unit containing the name; job title; department; work location; membership status; work, home, and cell phone numbers; home address; and personal email address on file within the County's Human Resources database system (currently Peoplesoft). The parties recognize this is beyond legal requirements of providing a list every 120 days and new hires every 30 days of their hire date.
- The County will also provide a list of County new employee orientation dates, a minimum of 60 days in advance.
- The County shall provide the Association notice of County employee orientation with new bargaining unit employees not less than 10 business days prior; and, provide reasonable accommodations and a reasonable time to meet with the new employees not to exceed 30 minutes. The County shall provide release time for one Association member, including travel time, to participate in the County's New Employee Orientation.

- The Association shall submit a certification/list to the County that it has and will maintain individual employee authorizations for payroll deductions, signed by the individual from whose salary or wages the deduction is to be made. The County shall rely upon written notification from the Association for any and all employee requests to cancel or change payroll deductions for agency fees (agency shop) and membership dues. The Association is responsible to obtain and maintain voluntary written authorization for agency fees (agency shop) and dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Association. The County shall honor any changes to agency fees (agency shop) and dues amounts provided by the Association. The Association is not required to provide a copy of individual employee authorizations to the County unless a dispute arises about the existence or terms of the authorization.
- Deduction notification will be provided to County_Payroll@stancounty.com and Recruit_AD@stancounty.com. Changes, cancellations, etc. received by the County prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Association notifies the County on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The County will make every effort to process earlier if possible.
- The County shall direct employee inquiries to cancel or change agency fees (agency shop) or dues deductions to the Association. The County shall not make disparaging comments about the Association nor recommend another represented organization.
- The Association shall indemnify, defend, and hold the County harmless against any claims made and/or any suit against the County which may arise as a result of this agreement.
- The parties further acknowledge this Agreement has no effect upon the following sections within the Memorandum of Understanding between the parties:
 - Section 18 Payroll Deductions:
 - Subsection B Credit Union Deductions - Operating Engineers
 - Subsection C Voluntary Dues Deduction – Long Term Disability Income Protection Plan
 - Section 19 Sick Leave.

For the County:



Jody L. Hayes, Chief Executive Office



Brandi Hopkins, Senior Management Consultant

For the Association:



Gerard Hilgart, President



Paul Konsdorf, Goyette & Associates

Approved as to Form and
Legal Propriety

JOHN P. DOERING, County Counsel

By 

Alice E. Mimms
Deputy County Counsel
County of Stanislaus