

**SIDE LETTER REGARDING UNION SECURITY IMPACT BARGAINING POST
JANUS V. A.F.S.C.M.E., SB 866 7 AB 119
BETWEEN THE CITY OF HEALDSBURG AND LOCAL UNION 1245,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

1. This Side Letter Agreement is between the CITY OF HEALDSBURG, hereinafter referred to as "City", and the LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("Local 1245") collectively called "the parties".
2. Authorized representatives of the City and Local 1245 have met and agreed to amend the MOU language regarding Section 1.6, currently titled "Agency Shop" to conform with:
 - a. The recent Supreme Court of the United States decision in Janus v. A.F.S.C.M.E., which negated agency shop provisions from the public sector, and;
 - b. Subsequently enacted California Senate Bill 866 with regard to Union Security, and;
 - c. Assembly Bill 119 regarding new employees and new employee orientations.
3. The intent of this Side Letter Agreement is to amend Section I, specifically, Subsection 1.6 of the Memorandum of Understanding ("MOU") between the parties, pertaining to what is currently presented as "Agency Shop", as follows:

1.6 UNION SECURITY

The following provisions shall apply to all employees represented by Local 1245 of the International Brotherhood of Electrical Workers COVERED BY THIS Memorandum of Understanding.

- A. Dues: **Any employee of the City in a classification represented by Local 1245 who is not on leave of absence may become a member of the Local 1245 and pay Local 1245 membership dues or may voluntarily pay service fees in an amount not to exceed periodic dues and general assessments of Local 1245 . Such amounts shall be determined by Local 1245 and implemented by the City in the first payroll period after receipt of written notification of employee authorization from Local 1245. To the extent required by the Government Code, or otherwise required by state and federal law, the City will rely on the information provided by Local 1245 in processing dues deductions for Local 1245 members. Local 1245 is responsible for providing the City with timely information regarding changes to members' dues deductions.**
- B. New Employees & New Employee Orientation: **In accordance with applicable state law and Assembly Bill 119 the City shall provide Local 1245 and its designated representatives mandatory access to all new employee orientations of classifications it represents.**

1. **The City will work with Local 1245 to provide advanced notice, of not less than 10 days, of the new hire orientation so an exclusive representative of Local 1245 will have access to new employee orientations for up to thirty minutes.**
 2. **Local 1245 agrees to provide the City a list of shop stewards/representative(s) that Local 1245 will use for the new hire orientations throughout the year.**
 3. **Once the City notifies Local 1245 of the new employee orientation, Local 1245 will identify which steward/representative will attend the new employee orientation or, alternatively, schedule to meet with the newly hired employee at a time more acceptable to operational needs, but within ten (10) days of hire.**
 4. **Additionally, the City will provide Local 1245 the following information within 30 days of hiring a Local 1245 represented employee; the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and the home address of the new hire.**
 5. **The City will provide Local 1245 with a list of all information for all employees in the bargaining unit every 120 days.**
- C. Term: The provisions of this Article shall be effective as provided for in the Government Code, or otherwise required by state and federal law.
- D. Local 1245, IBEW shall indemnify and hold harmless the City, its officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceeding of any nature whatsoever arising of, or related to, its enforcement of this Article.
(Amended 2017)

This Side Letter Agreement is subject to approval by the Healdsburg City Council and IBEW. Upon adoption, this Side Letter will amend the MOU between the parties and will apply to all employees covered by the MOU between the City and Local 1245. The parties also agree to include this amended language to Section 1 as a revision to the MOU during the next round of General Negotiations when the MOU has been opened by mutual agreement.

On behalf of the City:



David Mickaelian, City Manager

Heather Ippoliti 2/4/19

Heather Ippoliti, Administrative Services Director

On behalf of Local 1245, IBEW:



Janval Macor, Business Representative

2/4/2019