City of
SACRAMENTO
Department of Human Resources

October 9, 2015

Laura Trapp
Stationary Engineers, Local 39
1620 North Market Boulevard
Sacramento, CA 95834

RE: Agreement Regarding Agency Shop

Dear Laura:

This is to confirm the agreement reached between the City of Sacramento (City) and the Stationary Engineers, Local 39 (Local 39) regarding amendments to the existing Memoranda of Understanding (MOUs) between the parties covering employees in the Miscellaneous Unit, Plant Operator Unit, and the General Supervisory Unit. The parties have agreed to amend the existing MOUs.

Specifically, the agreement is as follows:

1. Article 4.2(a) of each MOU is amended to read as follows:

   (1) As a condition of continued employment, all career employees who are paid one (1) or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.

   (2) If an employee does not voluntarily establish his or her membership or service fee status with the Union within the first sixty (60) days of employment, the City shall enroll the employee as a service fee payer automatically effective the pay period immediately following those sixty (60) days. ~~No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.~~

   (3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

Labor Relations Division
Main: (916) 808-5424, Fax: (916) 808-8110
915 I Street, Historic City Hall, Suite 106
Sacramento, CA 95814-2604

2. This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Departments or the City of Sacramento except as expressly stated herein.

3. This agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,

Barbara A. Dillon

Barbara A. Dillon
Interim Director of Human Resources

AGREED TO:

Steve Crouch

Steve Crouch
Director of Public Employees, Local 39

AGREED TO:

Laura Trapp

Laura Trapp
Business Representative, Local 39

Approved as to form:

Brett M. Witter
Supervising Deputy City Attorney