

## CITY OF WALNUT CREEK

and

## CIVILIAN POLICE UNIT, TEAMSTERS LOCAL UNION NO. 856

### LETTER OF AGREEMENT

The City of Walnut Creek ("City") and the Civilian Police Unit ("Unit"), represented by Teamsters 856 ("Union"), enter into the following agreement ("Agreement") concerning an agency shop arrangement. This Agreement is intended to clarify the agency shop arrangement placed in effect following a secret ballot election, with a ballot count on October 14, 2015, where the majority of Unit employees who cast ballots and voted approved an agency shop arrangement.

#### AGENCY SHOP

a. General

As a condition of continued employment, each regular employee in this Unit 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.

b. Service Fee

The service fee required shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues, and general assessments. The service fee shall be utilized only for activities related to the Union's duties as exclusive bargaining representative. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration, and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

The Union shall promptly refund to the City any amounts paid to the Union in error under this Agreement.

c. Religious Objection

Any employee otherwise required to pay a service fee under this Agreement, and who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Agreement to one of the following three non-religious, non-labor charitable funds exempt from taxation under Internal Revenue Code Section 501(c)(3), as selected by the employee: American Red Cross; ARF (Animal Rescue Foundation); or the Food Bank of Contra Costa and Solano. Proof of the payments shall be made on a monthly basis to City and Union as a condition of continued exemption from the requirement of financial support to the Union. An employee claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and, upon written request, shall make available annually to the City and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Union's president and treasurer or corresponding principal officer, or by a certified public accountant. The Union may satisfy this requirement by providing the City with a copy of the financial reports the Union files pursuant to the requirements of the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 410 et seq.).

e. Hold Harmless and Indemnity


The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, or other actions relating to the City's compliance with this Agreement. This hold harmless and indemnity agreement shall include, but not be limited to, employee legal actions of any sort or nature against the City based upon or related to this Agreement, and shall include any costs, expenses and damages incurred in any such action. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Agreement, this hold harmless and indemnity subsection shall cover all costs, expenses and damages incurred by the City in defense of a lawsuit.

f. Change of Law

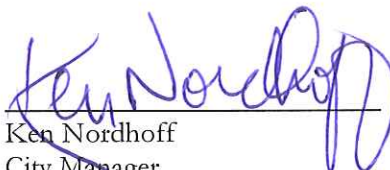
In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Agreement is rendered unlawful by decision of a court of competent jurisdiction, this Agreement shall be either forthwith deemed amended to comply with the change or decision in question and those provisions not affected by the change in law shall remain in full force and effect. If this occurs, at the election of either party this provision may be reopened for further negotiations.

This Agreement is dated 1/25/16.

TEAMSTERS LOCAL  
UNION NO. 856

  
\_\_\_\_\_  
Peter Finn  
Secretary-Treasurer  
Teamsters Local Union No. 856

CITY OF WALNUT CREEK

  
\_\_\_\_\_  
Ken Nordhoff  
City Manager

  
\_\_\_\_\_  
Frances Robustelli  
Assistant City Manager