

Side Letter Agreement

City of Santa Cruz and Santa Cruz Police Officers Association

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Side Letter of Agreement (the "Side Letter Agreement"), related to the U.S. Supreme Court decision, *Janus v. AFSCME*, and California Senate Bill 866, is entered into on October 13, 2020, between the City of Santa Cruz (the "City") and the Santa Cruz Police Officers Association (the "Union") as an amendment to the Memorandum of Understanding effective March 7, 2020 through March 3, 2023 ("MOU").

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and the Union have met and conferred in good faith in accordance with the MMBA, concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

Sections 8.00, 8.01, and 8.02 of the MOU shall be replaced with the following:

SECTION 8.00- RECOGNITION AND PAYROLL DEDUCTION

8.01 RECOGNITION

Pursuant to Meyers-Milias-Brown Act and the City's Personnel Rules and Regulations, the Association is certified as the recognized employee organization representing regular status employees listed in Exhibit A.

8.02 ASSOCIATION DUES AND ACCESS TO NEW EMPLOYEE ORIENTATION

i) General

All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association.

It is understood that all bargaining unit members who decline to join the Association may forego certain benefits exclusively provided via the Association to its members.

ii) New Employee Orientation

The City shall provide the Association with two (2) weeks advance notice of the start date of any new hire to a represented classification. The City shall provide the Association with an exclusive one (1) hour meeting with any new employee or group of employees covered by this MOU, during the employee orientation (i.e., the first two (2) days of employment). The specific date, time, and location of the one (1) hour union meeting with new employees will be coordinated by the Chief of Police and the President of the Association.

iii) Payroll Deductions/Authorizations

The City agrees to deduct the payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Association. All sums deducted by the City shall be remitted to the Association in an expedient manner and at the intervals requested by the Association (i.e., no more than seven (7) calendar days after the deduction), together with a list of names of each employee for whom a deduction was made.

iv) Changes to Payroll Deductions

The City will implement any change to an employee's payroll deductions in the first full pay period following notification of such change by the Association.

If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the City shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the City and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

v) Association's Certification

The City shall make payroll deductions in reliance on the Association's certification certifying that the Association has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, The City shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Association.

The City shall not request the Association to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization.

vi) Indemnification

The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any

provisions under Section 8.02, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under Sections 8.02.

Santa Cruz Police Officers Association

Date: 10/21/20

By: [Signature]

Mark Eveleth, President

City of Santa Cruz

Date: 10/14/20

By: [Signature]

Lisa Murphy, Human Resources Director