

## Side Letter Agreement

### City of Santa Cruz And Fire Management Association of the City of Santa Cruz

(September 18, 2018)

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 September 18, 2018, between the City of Santa Cruz (the “City”) and the Fire Management Association of the City of Santa Cruz (the “Association”) as an amendment to the Memorandum of Understanding effective August 15, 2015 through the day prior to the beginning of the first full pay period in August 2019 (“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 Association in the MOU shall remain in full force and effect.

The City and the Association 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 5.00 of the MOU shall be replaced with the following:

#### **Section 5.00—RECOGNITION**

**Pursuant to the Meyer-Milias-Brown Act and the City’s Personnel Rules and Regulations, the City has certified the Association as the recognized employee organization of the representation unit consisting of all full-time Fire Battalion Chiefs, and Fire Division Chiefs. This unit shall be titled the Fire Management Association Unit.**

##### 5.01 Payroll Deductions

The City shall deduct Association membership dues and any other mutually agreed-upon, payroll deductions, to the extent permitted by law, from the monthly pay of each member employee. The Association will provide the City with information regarding the amount of dues deductions and the list of Association member employees who have affirmatively consented to or authorized dues deductions.

The City shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Association as soon as possible after the deduction.

The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association-related payroll deduction.

#### 5.02 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.

#### 5.03 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 Sections 5.01 and 5.02, 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 5.01 and 5.02.

**City of Santa Cruz Fire Management Association**

Date: 9-18-18

By: Robert Young  
Robert Young

Date: 9/19/18

By: Robert Davis  
Robert Davis

**City of Santa Cruz**

Date: 9-26/18

By: Lisa Murphy  
Lisa Murphy

Date: 9/26/18

By: Joe McMullen  
Joe McMullen