

**SIDE LETTER AGREEMENT
BETWEEN REGION 1 AND CFI-TNG/CWA LOCAL 39521
REGARDING PAYROLL DEDUCTIONS AND UNION DUES**

On July 28, 2005, pursuant to an election supervised by the State Mediation and Conciliation Service, the members in the interpreter bargaining unit elected to have an Agency Shop arrangement in Region 1 Courts.

To effect that arrangement, the Courts in Region 1 and CFI-TNG/CWA agree to the following:

1. The term "agency shop" means that for the duration of this agreement or a period of three years from the effective date of this agreement (whichever comes first) every employee represented by this Unit shall, as a condition of continued employment, become and remain members of the Union or, in lieu thereof, shall pay a Fair Share Fee to the Union in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union to bargaining unit members. The membership and service fee payments shall be established by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.
2. The Union shall be entitled to collect, through the payroll deduction method, membership and service fees, COPE deductions, and special membership assessments, and may make such changes as may be required, from time-to-time. The Union shall give the trial court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.
3. Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted monthly (bi-weekly for Santa Barbara) from the salary of each employee covered hereby who files with the Court a written authorization requesting that such deduction be made in accordance with applicable provisions of State law. The Union shall give the Court appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.
4. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.
5. An employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objection to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of dues or Fair Share Fees, pay sums equal to Fair Share Fees to a non-religious and non-labor charitable fund exempt from

taxation under Section 501(c)(3) of the Internal Revenue Service Code. For employees in Los Angeles, such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program. For employees in Santa Barbara, the employee may choose among the Red Cross, UNICEF or the United Way. Unless the employee makes those payments via payroll deduction, he/she shall, as a condition of continued exemption from the Fair Share Fee requirement, submit proof of payment to the Union.

6. The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct 1066 (1986). Such notice and procedures shall be provided to non-member Agency Shop Fee payers for each year that the agency shop agreement is in effect.
7. The Union shall annually provide to the Regional Chairs the information required by Government Code section 71814 (f).
8. Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement, or at any time subsequent to the effective date of this agreement, shall continue to have such dues deductions made by the Court during the term of this agreement, provided, however, that an employee in this Unit may terminate such Union dues by notifying the Union of his/her termination of Union dues deduction by October 3 to 7, 2005. Such notification shall be provided by the employee by certified mail/return receipt requested, and should be in the form of a letter containing the following information: employee name, employee number, job classification, the name of employer, and name of Union from which dues deductions are to be canceled. The Union agrees to finalize all necessary processing of employee written requests for cancellation of dues within thirty (30) calendar days following receipt of such request.
9. The agency shop arrangement elected by bargaining unit members may be rescinded by a majority vote of all the employees in this Unit, under procedures established by Government Code Section 71814(b), which is part of the Trial Court Interpreter Employment and Labor Relations Act (SB 371). In the event such rescission should take place, the procedures as described in paragraphs 2, 3 and 6 continue to apply. There can only be one election during the term of this agreement.
10. The Union shall indemnify and hold the Courts and the Counties of Los Angeles and Santa Barbara harmless from any liability of any nature which may arise as a result of the application of the provisions of this Article.

11. The Court will notify any interpreter hired into the classification subject to the Memorandum of Understanding between the Court and CFI-TNG/CWA on or after the date of implementation of this agreement, that the interpreter classification is subject to an Agency Shop arrangement that requires all employees subject to the Memorandum of Understanding either to join the Union; pay a Fair Share Fee; or execute a written declaration claiming a religious exemption from the dues or Fair Share fee requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees or, for employees claiming religious exemption, a contribution to a qualifying non-religious, non-labor charitable fund exempt from taxation by section 501(c)(3) of the Internal Revenue Code.
12. New hires into the classification covered by this agreement shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Court Payroll Office. If the form is not completed and returned within (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.
13. The effective date of deducting Union dues or Fair Share Fees shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

SO AGREED:

Date: 9-26-05

Silvia Barden
Silvia Barden, President
CFI-TNG/CWA

Date: 9-26-05

Karen Stevens
Karen Stevens, Vice-President
CFI-TNG/CWA

Date: 9-26-05

Angie Murphy
Angie Murphy, Manager
Interpreter Services Unit
Superior Court of California, County of Los Angeles

Date: 9-26-05


Lynn M. Dunlap
Lynn Dunlap, Deputy Executive Officer
Superior Court of California, County of Santa Barbara

Side Letter Agreement Between
Region 1 and CFI-TNG/CWA
Re Agency Shop

September 26, 2005
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Approved as to form:

Date: 9/28/05


Ivette Peña, Court Counsel