

AGENCY SHOP AGREEMENT

City of San Jose and The Association of Legal Professionals of San Jose

1. The City of San Jose (City) and the Association of Legal Professionals of San Jose ("ALP" or "Association") enter into this Agreement to implement an agency shop agreement pursuant to California Government Code section 3502.5 and other applicable law.
2. "Agency Shop," as used in this Agreement, means "an arrangement that requires an employee, as a condition of employment, either to join the recognized employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization, as may be amended from time to time by the Association. The "service fee" may also be referred to as an "agency fee" or "agency shop fee" under applicable law and in this Agreement.
3. This Agreement will be placed in effect for the first full month following execution by the Association and the City. Unless otherwise agreed, all dues, service fees, or charitable contributions (if eligible) for the month shall be deducted from wages earned by the employee each bi-weekly pay period. All deductions shall be in the bi-weekly amount certified to the City's designated employee relations officer from time to time by the designated officer of the Association. Dues and service fees withheld by the City will be transmitted by the City to the treasurer of the Association, or its other designated officer, at the address specified by the Association in writing and accompanied by a list of the employees for whom the deduction was made. The deductions and the list will be remitted to the Association not later than twenty-one (21) days following the pay period in which the deductions were made.
4. The parties recognize that employees in the unit have the right to join or not to join the Association. Pursuant to an agency shop agreement, as provided under State law and this Agreement, employees must either voluntarily join the Association or must pay a service fee. The amount of the service fee will be a uniform amount established by the association and limited as provided by law. The amount of the service fee and any changes in the fee will be certified in writing to the City by the President of the Association.

5. Any member who is a member of a bona fide religion, body, or sect that 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 employment; however:
 - a. The employee will be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to dues, initiation fees, or agency fees to a non-religious and non-labor charitable fund exempt from taxations under Section 501(c)(3) of the Internal Revenue Code, as follows:
 - (1) The employee may choose the organization from the following list of qualifying organizations designated by the City and Association:
 - (a) United Way
 - (b) Legal Aid Society of Santa Clara County
 - (c) Any charity jointly agreed upon by the City and the Association, which charity cannot be affiliated in any manner with the Association or be related to an established religious organization.
 - (2) If the employee refuses to choose a qualified charity, the City and Association will mutually designate the charity, which charity cannot be affiliated in any manner with the Association, or be related to an established religious organization.
 - (3) Charitable contributions, if applicable, will be transmitted to the applicable charity.
 - b. Employees requesting an exemption from paying an agency fee pursuant to this Section 5 must submit a request in writing and provide verification of such membership in a qualifying bona fide religion, body or sect to the City's Employee Relations Officer, or designee. The Employee Relations Officer, or designee, shall provide notification to the Association of the determination within five (5) calendar days.
6. Covered employees will execute written authorization for either Association dues deductions, agency fee, or, if eligible, the charitable contribution. In the absence of written authorization, the employee will be deemed an agency fee payer and City will deduct the agency fee from the employee's paycheck.
7. The Association agrees to promptly refund to the City any amounts paid in error upon receipt of reliable proof from the City of the payment error. The

City agrees to promptly transmit to the Association any amounts not withheld in error. The Association will keep an itemized record of its financial transactions and shall make available annually, upon request, to the City and to the employees who are members of the Association, within 60 days after the end of its fiscal year, a detailed financial report thereof in the form of a balance sheet and opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer or a certified public accountant, as provided in Government Code section 3502.5(f).

8. Except as expressly provided by this Agreement, any procedure for voluntary dues deductions, as agreed, or may be agreed to, between the City and Association, will be in effect.
9. Pursuant to Government Code Section 3502.5, following implementation, this Agreement (including the agency shop) may be rescinded by a majority of all votes cast by the employees in the unit. Rescission will be subject to all of the following conditions:
 - a. A request for such a vote must be supported by a petition, filed with the City's designated labor relations representative, containing the signatures of at least 30 percent of the employees in the unit;
 - b. The vote is by secret ballot; and
 - c. The vote may be taken at any time during the term of the effective City-ALP Tentative Agreement ("TA") or Memorandum of Agreement ("MOA"); but, in no event shall there be more than one vote taken during such term.
10. The Association shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the City, excepting City's gross negligence or willful misconduct, for the purpose of complying with the provisions of this Agreement, or in reliance on any list or certification which shall have been furnished to the City under the above provisions. The existence of or extent of any indemnification obligation under this Section 10 shall be subject to the City's grievance procedure or, upon adoption of an agreed-upon grievance procedure in the effective City-ALP TA or MOA, in accordance with the TA or MOA grievance procedure.
11. Representatives of the City and Association have reached agreement on the above terms in response to Association's request for an agency fee agreement and majority support of Association members at the City and Association monitored agency shop election on May 2, 2012. The terms

outlined above represent a joint recommendation to the City Council for its determination and approval. City representatives have also agreed to present this Agreement to the City Council or the City's authorized representative for approval in a timely manner. This Agreement will not be effective unless and until executed by both parties. This agreement shall be incorporated into the City-ALP TA or MOA.

CITY:

Dated: _____

Name and Title

ALP:

Dated: _____

VERA TODOROV, President