

# Agency Shop Election – Oops!

## Reason for Investigation

The Nevada County Grand Jury received numerous complaints from individuals identifying themselves as employees of Nevada County, objecting to the manner in which they were given notice of a secret ballot election to determine whether they wished to be covered by an Agency Shop Agreement that would require all employees to either join the International Union of Operating Engineers (IUOE), Stationary Engineers Local 39, (“the Union”) or pay an agency fee for representation. The Jury initiated a confidential investigation to determine whether the election was properly noticed.

## Background

The Meyers-Milias-Brown Act (MMBA) which is found in California Government Code § 3500 *et seq.* establishes a process by which county employees may vote to establish an “Agency Shop” within their respective bargaining unit. The Union represents two groups of Nevada County employees, the Professional Unit 7/17 and the Miscellaneous Unit 4.

Consistent with the provisions of the MMBA, employees within the Professional and Miscellaneous Units petitioned for the calling of an election to determine whether an Agency Shop arrangement should cover their Bargaining Units. On July 11, 2007, the California Department of Industrial Relations Mediation and Conciliation Service determined that the petitioning employees met the requirements for an Agency Shop Election.

Pursuant to two Memoranda of Agreement for Agency Shop Election, dated August 15, 2007 (one agreement for each Bargaining Unit) between the County and the Union (“Election Agreements”), the parties established the ground rules for the secret ballot elections on Agency Shop. The Election Agreements were prepared by and designated the Mediation and Conciliation Service to supervise the conduct of the election. The Election Agreements, which called for the election to be held on August 15, 2007, were clearly negotiated in advance of the election.

The following provision of the Election Agreements is relevant to the complaints received by the Jury:

Under Section 6, the “Election Supervisor” (the Mediation and Conciliation Service) was to prepare a “Suitable Notice of Election” which was to “be posted in a conspicuous place on the premises of the Employer at least five (5) working days prior to the election. An Affidavit of Posting will be required.”

The Elections Agreements did not define what constituted a conspicuous place for posting, did not specify who was to post the notice, and did not define “working day.”

The MMBA provides that the Mediation and Conciliation Service [(California Code Section 3502.5(b)] conduct an Agency Shop Election. The MMBA and other legislation also provide that the Public Employment Relations Board (PERB), have the power to adopt rules and regulations to carry out the purposes and policies of the MMBA. (California Government Code Section(s) 3509 (a), and 3541.3)

The MMBA requires the approval of the majority of the employees who cast ballots in a secret ballot election in favor of an Agency Shop Agreement. (See California Government Code Section 3502.5(6))

The Agency Shop Election date was set for Wednesday, August 15, 2007. On that date, there were 97 employees within Professional Unit 7/17 and 581 employees within Miscellaneous Unit 4.

On August 15, 2007, the Agency Shop Elections were held. Of the 38 Professional Unit ballots cast, 24 were marked “yes” and 14 were marked “no.” Of the 206 Miscellaneous Unit ballots cast, 129 were marked “yes” and 77 were marked “no.” The Mediation and Conciliation Service declared the Agency Shop Agreement approved for the two affected Bargaining Units.

By memorandum dated August 28, 2007, the County Department of Human Resources notified all employees covered by the Miscellaneous and Professional Bargaining Units that withholding pursuant to the Agency Shop Elections would commence with the first full pay period beginning September 10, 2007.

County employees complained to the Mediation and Conciliation Service regarding the notice of the election. The Mediation and Conciliation Service responded to the complaining County employees in a letter dated September 10, 2007 that “an election agreement was signed by the parties and notices of secret ballot election were posted per the State Mediation and Conciliation’s time tested procedures and practices.”

### **The Notice Process**

1. At the direction of the Mediation and Conciliation Service, the Nevada County Department of Human resources was to post written notices of the Agency Shop Election only on County employee bulletin boards.
2. According to the Affidavit of posting, the posting process was completed by Friday, August 10, 2007. This was five (5) calendar days prior to the August 15, 2007 election.

3. Under section 6 of the Election Agreements, notices of the Agency Shop Election were to be posted “five (5) working days” before the election.
4. PERB Regulation 8 California Code of Regulations Section 3208(d) declares that for purposes of the MMBA “workday” means Monday through Friday, excluding any holiday defined under the applicable local rules or collective bargaining agreement.
5. On the advice of the State Mediation and Conciliation Service, the Nevada County Department of Human Resources understood Saturday and Sunday to be “working days” for purposes of the MMBA, and that County official employee bulletin boards constituted conspicuous notice.
6. The Director of Human Resources executed the Affidavit of Posting on September 17, 2007 after the receipt of a request from a complainant for a copy thereof. The Affidavit recited that the Director of Human Resources had personally posted the notice of the election on twenty-seven (27) listed employee bulletin boards on August 10, 2007.
7. None of the notices were in fact posted personally by the Director of Human Resources. Rather, the Director delegated this responsibility to three members of her staff. These persons personally posted notices at five (5) of twenty-seven (27) locations identified by the Department. At sixteen (16) locations, these HR staff passed the notices to facility staff with a request that the facility staff do the posting. For three (3) locations, all in Truckee, the notices were faxed to staff in these locations. The Grand Jury was not provided any evidence to substantiate that these nineteen (19) notices were in fact posted. For the remaining three (3) locations, no posting was done.

## **Findings**

1. Five (5) working days notice was not given for the August 15, 2007 Agency Shop Secret Ballot Elections. Only three (3) working days notice was given, Saturday and Sunday not being “working days” for purpose of the MMBA.
2. The Affidavit of Posting was incorrect, the notices of election having not been personally posted by the Director of Human Resources.
3. The Human Resources Department did not understand nor appreciate the importance of personal posting of the notices of the election, i.e. to assure and be able to verify that the posting was in fact done.

4. There is no assurance that the notices of election were posted in twenty-two (22) of the twenty-seven (27) locations identified by the Human Resources Department.

### **Conclusions**

1. The August 15, 2007 Agency Shop Secret Ballot Elections were not conducted in accordance with applicable law.
2. The Mediation and Conciliation Service misinformed the County Human Resources Department as to the definition of a “working day,” a matter that should have been within the Mediation and Conciliation Service’s expertise.

### **Recommendations**

1. The Board of Supervisors (BOS) should direct staff to make every reasonable effort and pursue all available remedies to work with the Mediation and Conciliation Service and the Union to resubmit the issue of Agency Shop to a new election on adequate advance notice to the County employees.
2. The BOS should either direct the cessation of collection of fees from non-union members pending resolution of these issues or that such fees be held in suspense pending resolution of these issues.
3. The BOS should make every reasonable effort to secure return of fees collected on the basis of this invalid election, from the Union, pending resolution of these issues.
4. The BOS should establish a policy under which more than minimum notice is given to County employees in collective bargaining election matters.
5. The BOS should establish a policy that all County employees are provided with individual notice of any collective bargaining election and that a verifiable procedure for the giving of such notices be established.

### **Attachments**

1. Memorandum of Agreement for Agency Shop Election between the County of Nevada and IUOE, Stationary Engineers Local 39, covering Bargaining Unit Miscellaneous BU 4 dated August 15, 2007
2. Memorandum of Agreement for Agency Shop Election between the County of Nevada and IUOE, Stationary Engineers Local 39, covering Bargaining Unit Professional BU 7/17 dated August 15, 2007
3. Notice of Secret Ballot Election for Professional Unit BU 7/17
4. Notice of Secret Ballot Election for Miscellaneous Unit BU 4
5. Affidavit of Posting dated September 17, 2007

6. California Administrative Code, Title 8, Section 32085(d)
7. August 28, 2007 Memorandum from County Department of Human Resources Re Implementation of Agency Shop Payroll Deductions
8. November 16, 2007 email from Human Resources staff member, Susan Kadera to Human Resources Director, Gayle Satchwell with subject, "Posting Information."

### **Required Responses**

Board of Supervisors April 22, 2008

State of California  
Department of Industrial Relations  
**Mediation and Conciliation Service**

**MEMORANDUM OF AGREEMENT FOR AGENCY SHOP ELECTION**

The County of Nevada, hereinafter called the "**Employer**", and the IUOE, Stationary Engineers, Local 39, hereinafter called the "**Employee Organization**", hereby agree as follows:

**1. AGENCY SHOP ELECTION:** An election by secret ballot shall be conducted among the employees in Unit defined below to determine whether or not the employees in that unit wish to have an Agency Shop provision implemented. The election shall be conducted under the supervision of an impartial **Election Supervisor** from the **California State Mediation and Conciliation Service (Service)**, jointly requested by the Employer and the Employee Organization to serve as such.

**2. TIME AND PLACE OF ELECTION**

**DATE: August 15, 2007**

**TIME: 8 – 11AM & 3:30 – 5PM**

**LOCATION: Rood Center**

**TIME: 1 – 2PM**

**LOCATION: Truckee Office**

**3. THE UNIT: Miscellaneous BU 4**

**EXCLUDED: All Others**

**4. ELIGIBLE VOTERS:** All employees in the classification(s) within the Unit described above who were employed during the payroll period ending July 1, 2007, and who are named on an **Eligibility List** agreed to by the parties, a copy of which is incorporated herein as an **Addendum**. There may be no additions to or deletions from this addendum without the signed authorization of each of the parties to this agreement or their authorized representatives. The only list of those people voting will be maintained under the direction of the Election Supervisor.

**5. THE BALLOT:** The secret ballot shall include the question:  
"Do you wish to be covered by an agency shop arrangement that requires all employees to either join IUOE, Local 39 or pay an agency fee for representation?"

The ballot shall contain two squares, one labeled "YES" and the other "NO". The employee voting shall mark the square of his/her choice. There shall be no names signed, or otherwise recorded on the ballot.

**6. NOTICE OF ELECTION:** The Election Supervisor shall prepare a suitable Notice of Election for approval of the Employer and the Employee Organization. This Notice of Election shall be posted in a conspicuous place on the premises of the Employer at least five (5) working days prior to the election. An Affidavit of Posting will be required.

**7. OBSERVERS:** Each party hereto may station one authorized observer or representative at each voting place during the election. Under the direction of the Election Supervisor the Observers may act as checkers and watchers, assist in the identification of voters, challenge voters and ballots, and otherwise assist the Election Supervisor. The names of observers shall be provided to the Election Supervisor by the parties. Failure to appoint an observer or failure of an observer to appear shall be deemed a waiver of the right to station such observer.

**8. CHALLENGED VOTES:** Any of the Observers or the Election Supervisor may challenge the eligibility of a voter. It shall be the duty of the Election Supervisor to mark the envelope containing the challenged ballot of the voter and subsequently to determine the eligibility of the voter and either count or reject said vote based on the eligibility list as provided for herein. The decision of the Election Supervisor shall not be subject to appeal and shall be final and binding on both parties.

**9. DUTIES OF ELECTION SUPERVISOR:** The Election Supervisor shall hand the ballot to each eligible voter appearing at the voting place. The voter will mark the ballot in secret and fold it. The voter will then personally deposit the ballot in the ballot box under the supervision of the Election Supervisor. After closing the polls, the Election Supervisor, in the presence of the Observer of the Employer and the Observer of the Employee Organization shall count the votes cast. This count shall be reduced to written form and witnessed in writing by the authorized Observers, if any, of the Employer and the Employee Organization signifying that they have witnessed the counting of the ballots.

**10. SECRET BALLOT:** The election will be by secret ballot and it is mutually understood that the voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the voting places. At the conclusion of the election, a Certification on Conduct of Election signed by the authorized Observers, if any, and by the Election Supervisor will be issued to both parties.

**11. BINDING RESULTS:** A majority of the valid ballots cast will determine the results of the election. The results of the election shall be accepted as binding on both parties. The parties further agree that there will not be another election on the same question for this unit for at least one year from the date of this election.

**12. NON-STATUTORY PROCEEDINGS:** This agreement for an election to determine employee preference in the matter of an Agency Shop is voluntarily entered into by the parties in full understanding that this election shall not be regarded as a substitute for any legal obligation which may rest on either party.

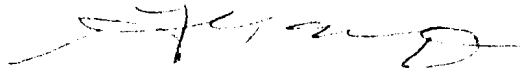
**13. CONFIDENTIALITY:** The parties agree that the ballots, ballot envelopes and other election materials are confidential and will not be released by the Service after the election.

For the  
**Employer**



Date: 8/15/07

For the  
**Employee Organization**



Date: 8/15/07



State of California  
Department of Industrial Relations  
**Mediation and Conciliation Service**

**MEMORANDUM OF AGREEMENT FOR AGENCY SHOP ELECTION**

The County of Nevada, hereinafter called the "**Employer**", and the IUOE, Stationary Engineers, Local 39, hereinafter called the "**Employee Organization**", hereby agree as follows:

**I. AGENCY SHOP ELECTION:** An election by secret ballot shall be conducted among the employees in Unit defined below to determine whether or not the employees in that unit wish to have an Agency Shop provision implemented. The election shall be conducted under the supervision of an impartial **Election Supervisor** from the **California State Mediation and Conciliation Service (Service)**, jointly requested by the Employer and the Employee Organization to serve as such.

**2. TIME AND PLACE OF ELECTION**

**DATE: August 15, 2007**

**TIME: 8 – 11AM & 3:30 – 5PM**

**LOCATION: Rood Center**

**TIME: 1 – 2PM**

**LOCATION: Truckee Office**

**3. THE UNIT: Professional BU 7/17**

**EXCLUDED: All Others**

**4. ELIGIBLE VOTERS:** All employees in the classification(s) within the Unit described above who were employed during the payroll period ending July 1, 2007, and who are named on an **Eligibility List** agreed to by the parties, a copy of which is incorporated herein as an **Addendum**. There may be no additions to or deletions from this addendum without the signed authorization of each of the parties to this agreement or their authorized representatives. The only list of those people voting will be maintained under the direction of the Election Supervisor.

**5. THE BALLOT:** The secret ballot shall include the question:  
"Do you wish to be covered by an agency shop arrangement that requires all employees to either join IUOE, Local 39 or pay an agency fee for representation?"

The ballot shall contain two squares, one labeled "YES" and the other "NO". The employee voting shall mark the square of his/her choice. There shall be no names signed, or otherwise recorded on the ballot.

**6. NOTICE OF ELECTION:** The Election Supervisor shall prepare a suitable Notice of Election for approval of the Employer and the Employee Organization. This Notice of Election shall be posted in a conspicuous place on the premises of the Employer at least five (5) working days prior to the election. An Affidavit of Posting will be required.

**7. OBSERVERS:** Each party hereto may station one authorized observer or representative at each voting place during the election. Under the direction of the Election Supervisor the Observers may act as checkers and watchers, assist in the identification of voters, challenge voters and ballots, and otherwise assist the Election Supervisor. The names of observers shall be provided to the Election Supervisor by the parties. Failure to appoint an observer or failure of an observer to appear shall be deemed a waiver of the right to station such observer.

**8. CHALLENGED VOTES:** Any of the Observers or the Election Supervisor may challenge the eligibility of a voter. It shall be the duty of the Election Supervisor to mark the envelope containing the challenged ballot of the voter and subsequently to determine the eligibility of the voter and either count or reject said vote based on the eligibility list as provided for herein. The decision of the Election Supervisor shall not be subject to appeal and shall be final and binding on both parties.

**9. DUTIES OF ELECTION SUPERVISOR:** The Election Supervisor shall hand the ballot to each eligible voter appearing at the voting place. The voter will mark the ballot in secret and fold it. The voter will then personally deposit the ballot in the ballot box under the supervision of the Election Supervisor. After closing the polls, the Election Supervisor, in the presence of the Observer of the Employer and the Observer of the Employee Organization shall count the votes cast. This count shall be reduced to written form and witnessed in writing by the authorized Observers, if any, of the Employer and the Employee Organization signifying that they have witnessed the counting of the ballots.


**10. SECRET BALLOT:** The election will be by secret ballot and it is mutually understood that the voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the voting places. At the conclusion of the election, a Certification on Conduct of Election signed by the authorized Observers, if any, and by the Election Supervisor will be issued to both parties.

**11. BINDING RESULTS:** A majority of the valid ballots cast will determine the results of the election. The results of the election shall be accepted as binding on both parties. The parties further agree that there will not be another election on the same question for this unit for at least one year from the date of this election.

**12. NON-STATUTORY PROCEEDINGS:** This agreement for an election to determine employee preference in the matter of an Agency Shop is voluntarily entered into by the parties in full understanding that this election shall not be regarded as a substitute for any legal obligation which may rest on either party.

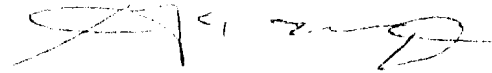
**13. CONFIDENTIALITY:** The parties agree that the ballots, ballot envelopes and other election materials are confidential and will not be released by the Service after the election.

For the  
**Employer**



Date: 8/15/07

For the  
**Employee Organization**



Date: 8/15/07

# NOTICE OF SECRET BALLOT ELECTION

## PURPOSE OF ELECTION

An election by secret ballot will be conducted, under the supervision of the California Conciliation Service among the eligible voters described herein.

## SECRET BALLOT

The election will be by SECRET ballot. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violation of these rules should be reported immediately to the Election Supervisor.

An Election Supervisor will hand a ballot to each eligible voter at the voting place. The voter will then mark his/her ballot in secret and fold it. The voter will then personally deposit the folded ballot in a ballot box under the supervision of the Election Supervisor. A majority of the valid ballots cast will determine the results of the election. Incorporated herein, for your information only, is a copy of an official ballot.

## BINDING RESULTS

It is agreed that the results of this Secret Ballot Election shall be accepted as binding on both parties.

## AUTHORIZED OBSERVERS

Each of the interested parties may designate an equal number of observers. These observers will (a) act as checkers at the voting place and at the counting of ballots, (b) assist in the identification of voters, (c) challenge voters and ballots, and (d) otherwise assist the Election Supervisor.

## CHALLENGE OF VOTERS

The challenge of a voter MUST be made before the voter has deposited his/her ballot in the ballot box.

## ELIGIBILITY RULES

The parties have agreed upon a list of employees eligible to vote in this election. There may be no additions to or deletions from this list of eligible employees without the express consent of both parties.

## INFORMATION CONCERNING SECRET BALLOT ELECTION

Any employee who desires to obtain any further information concerning the terms and conditions under which this election is to be held or who desires to raise any questions concerning the holding of an election, voting unit, or eligibility rules may do so by communicating with:

STATE MEDIATION/CONCILIATION SERVICE  
DEPARTMENT OF INDUSTRIAL RELATIONS  
1515 Clay Street  
Oakland, CA 94612  
(510) 873-6465

**THIS IS THE ONLY OFFICIAL NOTICE  
OF THIS SECRET BALLOT ELECTION**

**EMPLOYER: County of Nevada**

## EMPLOYEE

**ORGANIZATION: IUOE, Stationary Engineers Local 39**

## VOTING UNIT

**INCLUDED: Professional Unit BU 7/17**

**EXCLUDED: All Others**

## DATE, TIME AND PLACE OF ELECTION

**DATE: August 15, 2007**

**TIME: 8 – 11AM & 3:30 – 5PM**

**PLACE: Rood Center**

**TIME: 1 – 2PM**

**PLACE: Truckee Office**

---

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
MEDIATION/CONCILIATION SERVICE

## OFFICIAL SECRET BALLOT

FOR THE EMPLOYEES OF

**The County of Nevada**

Mark an X in the square of your choice.

**"Do you wish to be covered by an  
agency shop arrangement that requires  
all employees to either join IUOE, Local  
39 or pay an agency fee for  
representation?"**

Do not sign this ballot. Fold and drop it in the Ballot Box.  
If you spoil this ballot return it to the Election Supervisor  
for a new ballot.

---

# NOTICE OF SECRET BALLOT ELECTION

## PURPOSE OF ELECTION

An election by secret ballot will be conducted, under the supervision of the California Conciliation Service among the eligible voters described herein.

## SECRET BALLOT

The election will be by SECRET ballot. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violation of these rules should be reported immediately to the Election Supervisor.

An Election Supervisor will hand a ballot to each eligible voter at the voting place. The voter will then mark his/her ballot in secret and fold it. The voter will then personally deposit the folded ballot in a ballot box under the supervision of the Election Supervisor. A majority of the valid ballots cast will determine the results of the election. Incorporated herein, for your information only, is a copy of an official ballot.

## BINDING RESULTS

It is agreed that the results of this Secret Ballot Election shall be accepted as binding on both parties.

## AUTHORIZED OBSERVERS

Each of the interested parties may designate an equal number of observers. These observers will (a) act as checkers at the voting place and at the counting of ballots, (b) assist in the identification of voters, (c) challenge voters and ballots, and (d) otherwise assist the Election Supervisor.

## CHALLENGE OF VOTERS

The challenge of a voter MUST be made before the voter has deposited his/her ballot in the ballot box.

## ELIGIBILITY RULES

The parties have agreed upon a list of employees eligible to vote in this election. There may be no additions to or deletions from this list of eligible employees without the express consent of both parties.

## INFORMATION CONCERNING SECRET BALLOT ELECTION

Any employee who desires to obtain any further information concerning the terms and conditions under which this election is to be held or who desires to raise any questions concerning the holding of an election, voting unit, or eligibility rules may do so by communicating with:

STATE MEDIATION/CONCILIATION SERVICE  
DEPARTMENT OF INDUSTRIAL RELATIONS  
1515 Clay Street  
Oakland, CA 94612  
(510) 873-6465

**THIS IS THE ONLY OFFICIAL NOTICE  
OF THIS SECRET BALLOT ELECTION**

**EMPLOYER: County of Nevada**

## EMPLOYEE

**ORGANIZATION: IUOE, Stationary Engineers Local 39**

## VOTING UNIT

**INCLUDED: Miscellaneous Unit BU 4**

**EXCLUDED: All Others**

## DATE, TIME AND PLACE OF ELECTION

**DATE: August 15, 2007**

**TIME: 8 - 11AM & 3:30 - 5PM**

**PLACE: Rood Center**

**TIME: 1 - 2PM**

**PLACE: Truckee Office**

---

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
MEDIATION/CONCILIATION SERVICE

## OFFICIAL SECRET BALLOT

FOR THE EMPLOYEES OF

**The County of Nevada**

Mark an X in the square of your choice.

**"Do you wish to be covered by an  
agency shop arrangement that requires  
all employees to either join IUOE, Local  
39 or pay an agency fee for  
representation?"**

Do not sign this ballot. Fold and drop it in the Ballot Box.  
If you spoil this ballot return it to the Election Supervisor  
for a new ballot.

---

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
CONCILIATION SERVICE

**AFFIDAVIT OF POSTING**

**EMPLOYER: County of Nevada**

**EMPLOYEE**

**ORGANIZATION: IUOE, Stationary Engineers, Local 39**

The undersigned hereby states that Notices of Election in the above-entitled matter were posted personally by him/her in the following places on or before the 9<sup>th</sup> day of August, 2007.

*10th*

See attached list.

(SIGNATURE) *Josh Satchell*  
TITLE HR Director  
Date 9/17/07

# Physical Addresses

N Airport  
12818 Loma Rica Road  
Grass Valley, CA 95945

R Calworks  
R 1111 Don Mohawk rd  
Grass Valley, CA

A Agriculture / Weights & Measures  
255 South Auburn Street  
Grass Valley Veteran's Building  
Grass Valley, CA 95945

S Animal Shelter  
14647 McCourtney Road  
Grass Valley, CA 95949

Case of  
employment without  
- for 1155  
274-5601

N Child Support Services  
840 East Main Street, Ste. A  
P.O. Box 2569  
Grass Valley, CA 95945-2569

R Courthouse  
201 Church Street  
Nevada City, CA 95959

Law Library

N DOT Yard  
12548 Loma Rica Drive  
Grass Valley, CA 95945

N Childrens Mental Health  
Lawrence Wilcox Memorial  
2012 Sutter St  
415-4136  
11-5373  
= 10 first law  
one out of

S Eric Rood County Administration Building  
950 Maidu Avenue  
Nevada City, CA 95959-8617

N Farm Advisors  
255 South Auburn Street  
Veteran's Building  
Grass Valley, CA 95945

N Fleet Services/Green Barn  
10020 East Broad Street  
Nevada City, CA 95959

S Fax Joseph Government Center Annex  
10075 Levone Avenue  
Truckee, CA 96161

100  
032-7732

# Physical Addresses

R Juvenile Hall  
15434 Highway 49  
Nevada City, CA 95959

n/a  
Juvenile Hall  
15658 American Hill Road  
Nevada City, CA 95959

~~Health Clinic (Modular)  
10433 Willow Valley Road  
Nevada City, CA 95959~~

N  
H.E.W. Building  
10433 Willow Valley Road  
Nevada City, CA 95959

8.10 ✓ S  
ARTS  
Landfill  
Wolf and McCourtney Roads  
Grass Valley, CA 95949

N  
Library - Grass Valley  
207 Mill Street  
Grass Valley, CA 95945

R  
Library - Helling  
980 Helling Way  
Nevada City, CA 95959

R  
Library - History Branch  
211 N. Pine Street  
Nevada City, CA 95959

R  
Library - Nevada City Library  
211 North Pine Street  
Nevada City, CA 95959

11.10 ✓ S  
Library - Truckee  
10031 Levone Avenue  
Truckee, CA 96161

attn Lanni: (9) 582-0240

~~Lovett Recovery Center  
10075 Bost Avenue  
Nevada City, CA 95959~~



# Physical Addresses

~~Odyssey House  
995 Helling Way  
Nevada City, CA 95959~~

~~Probation Department  
109 1/2 N. Pine Street  
Nevada City, CA 95959~~

~~Purchasing Department  
12548 Loma Rica Drive  
Grass Valley, CA 95945~~

~~Transfer Station  
14741 Wolf Mountain Road  
Grass Valley, CA 95949~~

~~Transit  
12818 Loma Rica Drive  
Grass Valley, CA 95945~~

~~Truckee Government Center (Sheriff's Substation)  
10879 Donner Pass Road  
Truckee, CA 96161~~

~~Veterans Services  
Veterans Building - Grass Valley  
255 South Auburn Street  
Grass Valley, CA 95945~~

~~Veterans Building - Nevada City  
415 North Pine Street  
Nevada City, CA 95959~~

~~Veterans Building - Truckee  
10214 High Street  
Truckee, CA 96161~~

~~Victim/Witness  
109 1/2 N. Pine Street (located above Friar Tuck's)  
Nevada City, CA 95959~~

~~Wayne Brown Correctional Facility  
925 Maidu Avenue  
Nevada City, CA 95959~~



## 8 CA ADC § 32085

8 CCR s 32085

Cal. Admin. Code tit. 8, s 32085

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS  
 TITLE 8. INDUSTRIAL RELATIONS  
 DIVISION 3. PUBLIC EMPLOYMENT RELATIONS BOARD  
 CHAPTER 1. PUBLIC EMPLOYMENT RELATIONS BOARD  
 SUBCHAPTER 2. DEFINITIONS AND GENERAL PROVISIONS  
 ARTICLE 1. DEFINITIONS

This database is current through 11/23/07, Register 2007, No. 47

s 32085. Workday.

(a) EERA - "Workday," as utilized in matters arising under EERA, means a day when schools in a district are in session, excluding Saturdays and Sundays, except that a day(s) may be included or excluded as a workday when the Board determines that a substantial number of affected employees would or would not be at work on that day(s).

(b) HEERA - "Workday," as utilized in matters arising under HEERA, means Monday through Friday, from September 20 through May 20, excluding Thanksgiving Day, and the Friday following Thanksgiving Day, and also excluding December 20 through January 2, except that a day(s) may be included or excluded as a workday when the Board determines that a substantial number of affected employees would or would not be at work on that day(s).

(c) Ralph C. Dills Act - "Workday," as utilized in matters arising under Ralph C. Dills Act, means Monday through Friday, excluding a holiday as defined under Government Code Section 6700 or 6701.

(d) MMBA - "Workday," as utilized in matters arising under MMBA, means Monday through Friday, excluding any holiday defined under the applicable local rules or collective bargaining agreement.

(e) TEERA - "Workday," as utilized in matters arising under TEERA, means Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Thanksgiving and Christmas.

(f) Trial Court Act - "Workday," as utilized in matters arising under the Trial Court Act, means Monday through Friday, excluding a holiday as defined under Government Code Section 6700 or 6701.

(g) Court Interpreter Act - "Workday," as utilized in matters arising under the Court Interpreter Act, means Monday through Friday, excluding a holiday as defined under Government Code Section 6700 or 6701.

Note: Authority cited: Sections 3509(a), 3541.3(g), 3563(f), 3513(h), 71639.1(b) and 71825(b), Government Code; and Section 99561(f), Public Utilities Code. Reference: Sections 3509, 3541.3(n), 3563(m), 3513(h), 3541.3(g), 3563(f), 71639.1 and 71825, Government Code; and Section 99561(f), Public Utilities Code.

## HISTORY

1. New section filed 6-18-80; effective thirtieth day thereafter (Register 80, No. 25).



**County of Nevada**  
**Department of Human Resources**

Eric Rood Administrative Center  
950 Maidu Avenue  
Nevada City, CA 95959  
Ph: 530-265-1225 Fx: 530-265-9841  
www.mynevadacounty.com/hr

August 28, 2007

TO: All Employees Covered by the Miscellaneous and Professional Units

FROM: Gayle Satchwell, Human Resources Director  
County of Nevada

Gary Winegar, Business Representative  
IUOE, Local 39

SUBJECT: Implementation of Agency Shop – Payroll Deductions

On Wednesday, August 15, 2007 the State Mediation Service conducted an Agency Shop election for employees covered by the Professional and Miscellaneous bargaining units. Agency Shop is the requirement that all employees in the bargaining unit belong to the union or pay a fair share fee. In both units, the majority of those employees that voted elected to implement Agency Shop.

As a result of the election, and pursuant to Government Code Section 3502.5(b), all regular employees and all new employees in the Miscellaneous and Professional Bargaining Units of Nevada County represented by the Union shall as a condition of employment authorize payroll deductions for one of the following:

- a. Union membership dues; or
- b. A "fair share fee" for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of the MOU and the representation of nonmember employees, the regular membership dues; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or
- c. Pay a religious objection fee equal to the fair share fee described in "b" above, to a non-religious, non-labor charitable fund chosen by

the employee from those charities listed under the umbrella of the Nevada County United Way upon providing a written declaration from the leader of his/her religious group that the employee is a member of a bona fide religion, body, or sect whose doctrine contains a conscientious objection to joining or financially supporting any public employee organization as a condition of employment.

Nevada County is required to make these deductions automatically from each employee's paycheck starting the first full pay period beginning September 10, 2007 or the first pay period after an employee is hired, whichever ever comes first. The deduction will be equivalent to \$16.25 plus one hour of pay at your hourly rate per month with a minimum of \$28.50 per month. Employees who are already paying union dues will not be affected by this change.

Local 39 has an information sheet on Agency Shop/Fair Share Fee available should you have more detailed questions regarding this issue. Any questions regarding this matter should be directed to Local 39 Business Representative Gary Winegar at (530) 823-7736.

## Gayle Satchwell - Posting Information

**From:** Susan Kadera  
**To:** Gayle Satchwell  
**Date:** 11/16/2007 12:25 PM  
**Subject:** Posting Information

### Locations Flyers Went to and Posted By:

Airport--Nancy posted  
Ag--Nancy gave to post  
Animal Shelter--Susan posted  
Child Support Services--Nancy gave to post  
Courthouse--Randi gave to post  
DOT Yard--Nancy gave to Dave Browning to post  
ERAC--Susan posted on bulletin board in cafe  
Farm Advisors--Nancy gave to post  
Fleet/Green Barn--Nancy gave to Mike Quintana and Mark Thomas to post  
Joseph Center--faxed  
CalWorks on New Mohawk--Randi gave to receptionist to post  
Laura Wilcox--Nancy gave to post upstairs and Nancy posted downstairs  
Juvenile Hall--Randi gave to post  
Transfer Station--Susan posted  
GV Library--Nancy gave to post  
Helling Library--Randi gave to post  
History Branch Library--Randi gave to post  
Truckee Library--faxed  
Probation--Randi gave to post  
Purchasing Dept on Loma Rica--none  
Transit--Nancy gave to Judy Morris to post  
Truckee Sheriff's--faxed  
Vets Bldg GV--Nancy posted  
Vets Bldg NC--none  
Vets Bldg Truckee--none  
Victim/Witness--none--but it's located in Probation, which was done  
Wayne Brown--Susan gave to person behind bullet-proof glass to post

Before we faxed to the 3 places in Truckee, we called a real person and had them wait for it, get it, and post it.

Crown Point listed in separate email.

S.

NEVADA COUNTY SUPERIOR COURT  
201 Church Street, Suite 6  
Nevada City, CA 95959  
(530) 265-1311

*review by prison  
year G-I  
accepted as  
adequate  
fl*

ROBERT L. TAMIETTI  
Assistant Presiding Judge



April 9, 2008

Mac Small, Foreman  
Nevada County Civil Grand Jury  
950 Maidu Avenue  
Nevada City CA 95959

Dear Mac:

I have reviewed the letter & material enclosed, submitted by Ted. S. Owens, Chairman, Board of Supervisors, and have asked the Deputy Jury Commissioner to forward the letter & accompanying documents on to you.

Thanks to you and the other members of the Grand Jury.

Sincerely,

ROBERT L. TAMIETTI  
Presiding Judge of the  
Civil Grand Jury

RLT:cjm

cc: Ted S. Owens, Chairman,  
Board of Supervisors  
County of Nevada  
950 Maidu Avenue  
Nevada City CA 95959

# COUNTY OF NEVADA

STATE OF CALIFORNIA

950 Maidu Avenue • Nevada City • California 95959-8617

## BOARD OF SUPERVISORS

Nate Beason, 1st District  
Sue Horne, 2nd District  
John Spencer, 3rd District  
Wm. "Hank" Weston, 4th District (Vice Chair)  
Ted S. Owens, 5th District (Chair)

Cathy R. Thompson  
Clerk of the Board



Telephone: (530) 265-1480  
Fax: (530) 265-9836  
Toll-Free Telephone: (888) 785-1480

E-Mail: [bdofsupervisors@co.nevada.ca.us](mailto:bdofsupervisors@co.nevada.ca.us)  
Web: [www.mynevadacounty.com/clerkofboard](http://www.mynevadacounty.com/clerkofboard)

April 8, 2008

The Honorable Judge Robert Tamietti  
Presiding Judge of the Nevada County Grand Jury  
Nevada County Courthouse  
201 Church Street  
Nevada City, CA 95959

Re: Board of Supervisors' Responses to the 2007-2008 Nevada County Civil Grand Jury  
Report, *Agency Shop Election*.

Dear Judge Tamietti:

The attached responses by the Board of Supervisors to the 2007-2008 Nevada County Civil Grand Jury Report, dated January 23, 2008, entitled *Agency Shop Election*, are submitted as required by California Penal Code Section 933.

These responses to the Grand Jury's Findings and Recommendations were approved by the Board of Supervisors at their regular meeting on April 8, 2008. Responses to Findings and Recommendations are based on either personal knowledge, examination of official County records, information received from the Human Resources Director, the County Executive Officer, or the Board of Supervisors and County staff members.

The Board of Supervisors would like to thank the members of the 2007-2008 Grand Jury for their participation and effort in preparing their Reports, and their participation in the Grand Jury process.

Respectfully submitted,

Ted S. Owens  
Chairman, Board of Supervisors

**NEVADA COUNTY BOARD OF SUPERVISORS RESPONSES TO  
2007-2008 CIVIL GRAND JURY REPORT  
DATED JANUARY 23, 2008**

**AGENCY SHOP ELECTION**

*Responses to findings and recommendations are based on either personal knowledge, examination of official county records, review of the responses by the Human Resources Director and County Executive Officer, or testimony from the Board of Supervisors and county staff members.*

**A. RESPONSES TO FINDINGS**

**1. Five (5) working days notice was not given for the August 15, 2007 Agency Shop Secret Ballot Elections. Only three (3) working days notice was given, Saturday and Sunday not being "working days" for purpose of the MMBA.**

Partially Agree

The "Memorandum of Agreement For Agency Shop Election ("Election MOA") that both the County and Local 39 agreed to and signed required five (5) workdays notice prior to the election. The "Memorandum of Agreement For Agency Shop Election" is an agreement prepared by the State Mediation Service Election Supervisor implementing the rules for the election. The representative from Local 39 signed an affidavit indicating that he posted the required election notice on or before August 9, 2007. The Human Resources Director posted notices one day later on August 10, 2007 based on written direction from the State Mediation Election Supervisor. In accordance with the Election MOA, the five-day notice requirement was met because the union posted within the five days. The agreement does not state who should do notice posting nor how many locations notices should be posted, but does state notice should be posted in a conspicuous place.

The Meyers, Milias, Brown Act (MMBA) is the labor relations law governing local jurisdictions. To clarify the application of MMBA in this matter, the five working days notice is a State Mediation Service procedural requirement for agency shop elections and not a legal requirement under the MMBA. Attachment 1 provides the language from MMBA that governs agency shop elections.

Although the agencies responsible for administering this election certified the election as appropriate, we recognize that inherent in the processes used in our election are some procedures that may be confusing to people not familiar with the process. In this finding, we believe the process could be improved by clearly defining the five working day notice requirement prior to an agency shop election. Additionally, the County would request notice in excess of the minimum requirements in any future agency shop election.

**2. The Affidavit of Posting was incorrect, the notices of election having not been personally posted by the Director of Human Resources.**

Partially agree.



The Affidavit of Posting was incorrect in that the Human Resources Director did not "personally" post the election notices. The Human Resources Director was not instructed by the State Mediation Election Supervisor to "personally" post the notices nor did the Election MOA governing the election require the County Human Resources Director to personally post notices. The Human Resources Director at no time represented to the State Mediation Election Supervisor nor the Grand Jury that she had personally posted the election notices. It was clear to the State Mediation Election Supervisor that the Human Resources Director did not personally post election notices because the staff list showing who posted election notices was provided to him in advance of the preparation of the "Affidavit of Posting" which the Human Resources Director later signed. The State Mediation Election Supervisor indicated that it is usual and customary practice for the Director to sign the affidavit when the posting of the notices has been delegated and that the Mediation Service's Form is meant to cover this "delegation." The State Mediation Election Supervisor would have been able to clarify this point had he been contacted to provide background and information for this report. In this finding, we believe the process could be improved by changing the wording of the Affidavit for posting from "personally posted" to "responsibility to post."

Additionally, the County has been advised by legal counsel that delegation of the posting duties is legally permissible and constitutes a delegation of a ministerial task. A ministerial task is defined as an act where the person executing the act(s) does not exercise independent judgment or opinion in performing the act. The courts in California, which have found that it is unreasonable to expect the head of a department to personally perform all ministerial tasks, recognize this delegation.

**3. The Human Resources Department did not understand nor appreciate the importance of personal posting of the notices of the election, i.e. to assure and be able to verify that the posting was in fact done.**

Disagree.

The Human Resources Department did in fact, understand and appreciate the overall gravity of the Agency Shop Election, especially the County's liability in conducting itself in a manner that might be perceived as an unfair labor practice. In light of this understanding, the Human Resources Director carefully followed the specific written directions of the State Mediation Election Supervisor in posting the election notices five (5) days prior to the election. The Human Resources Department posted the election notices in a normal fashion, having confidence in county departmental staff to post the notices on employee bulletin boards as requested. The requirement for the Human Resources Director to personally post the election notices was not part of the "Memorandum of Agreement for Agency Shop Election."

**4. There is no assurance that the notices of election were posted in twenty-two (22) of the twenty-seven (27) locations identified by the Human Resources Department.**

Agree.

The County is not 100% certain that notices were posted at all 27 sites. However, Election notices were posted in the normal fashion by both Human Resources staff and departmental staff members. The County has every confidence that assigned staff did the requested posting but can not say with 100% certainty that this occurred because Human Resources staff did not return to the 27 locations to determine whether all notices had been posted. However, the Election MOA required posting by the parties in a conspicuous place and did not call out the number of locations nor who should do the posting.

In addition, an appeal to the election was filed with the State Mediation Service by multiple employees alleging, generally, that there was inadequate notice of the election posted for all employees. On September 10, 2007, the Mediation Service responded to the appeal by indicating that no further action would be taken in the matter. The Mediation Service upheld the election process and results and the appeal was not granted.

## **B. RESPONSES TO RECOMMENDATIONS**

**1. The Board of Supervisors (BOS) should direct staff to make every reasonable effort and pursue all available remedies to work with the Mediation and Conciliation Service and the Union to resubmit the issue of Agency Shop to a new election on adequate advance notice to the County employees.**

The recommendation will not be implemented.

The County is not proceeding with implementation of this recommendation because it would subject the County to charges of interference with employees' rights to organize and choose their own form of representation. Doing so would be an unfair labor practice and would violate the law.

The County has been asked twice in the last year to agree to implementation of agency shop without an employee vote. During the collective bargaining process, the law allows the County to agree to implementation of agency shop without an employee election. The County was asked to agree to an agency shop provision in the last collective bargaining process and instead chose to send the issue to a vote of the employees covered by the bargaining units.

The county had a second opportunity to implement agency shop when the State Mediation Service contacted the County to inquire whether it would allow a card check election to implement agency shop in the Professional and Miscellaneous units. A card check election allows the implementation of agency shop after Mediation Services validates that fifty percent plus one of the employees in the unit have signed a petition indicating a preference for an agency shop arrangement. The County declined this offer too and chose to send the issue to a vote of all the employees covered by the bargaining units.

Absent agreement by the County, as mentioned above, a petition of 30% of employees is required to prompt an agency shop election. Employees covered in the professional and miscellaneous units were petitioned for this purpose, and at least fifty percent plus one of the employees signed the petition indicating their interest in agency shop. This is what prompted the recent agency shop election. Even at this point, the law allows the County to agree to implement agency shop without an employee vote via the card check election method mentioned above, but instead the County chose to send the issue to a vote of all the employees covered by the two bargaining units.

Finally, the County's labor attorneys have advised the County that the Grand Jury, a judicial body, has no jurisdiction over this matter. The California Public Employment Relations Board (PERB) has had exclusive jurisdiction over these types of issues since 2001 when counties were legislatively placed under their jurisdiction. Since this is a matter of representation between Local 39 and the employees it represents in the Miscellaneous and Professional bargaining units, neither the County nor the Grand Jury has any authority or jurisdiction to take any action in this matter. The County has been advised that even if the County and the Union were to agree to hold a new election, the County would still be exposing itself to liability for unfair labor practices under PERB's jurisdiction. The County may not interfere with the relationship between

employees and their lawfully selected Union. Employees do have the right to appeal the process under the State Mediation Service and PERB, who both have authority to provide a remedy in the matter pursuant to MMBA, Government Code Section 3502.5(d). See Attachment 1. In fact, several employees appealed to the State Mediation Services under this method and the State Mediation Services continued to validate the election. No complaints were filed with PERB against the County in this matter.

**2. The BOS should either direct the cessation of collection of fees from non-union members pending resolution of these issues or that such fees be held in suspense pending resolution of these issues.**

The recommendation will not be implemented.

The County is not proceeding to implement this recommendation because it would constitute a violation of labor law. The County has been strongly advised by legal counsel that suspending or ceasing the collection of union fees would expose the County to a claim of interference with organization rights and/or unfair labor practices with PERB. It should be noted that the employees who wished to overturn the outcome of the agency shop election filed an appeal with the State Mediation Service. The appeal was denied. This fact increases the County's exposure to a charge of interference with organization rights if this recommendation were to be implemented, since the State Mediation Service has validated this election.

**3. The BOS should make every reasonable effort to secure return of fees collected on the basis of this invalid election, from the Union, pending resolution of these issues.**

The recommendation will not be implemented.

The County is not proceeding to implement this recommendation because it would constitute a violation of labor law. The County has been strongly advised by legal counsel that suspending or ceasing the collection of union fees would expose the County to a claim of interference with organization rights and/or unfair labor practices with PERB. Again, it should be noted that the employees who wished to overturn the outcome of the agency shop election filed an appeal with the State Mediation Service. The appeal was denied. This fact increases the County's exposure to a charge of interference with organization rights if this recommendation were to be implemented since the State Mediation Service has validated this election.

**4. The BOS should establish a policy under which more than minimum notice is given to County employees in collective bargaining election matters.**

The recommendation will not be implemented.

The Board of Supervisors cannot unilaterally establish a policy regarding the timeline for notice in a union election as it constitutes interference in union matters and could cause an unfair labor practice charge to be filed with PERB. However, should future agency shop elections be held, the County is able to raise the election notice issue to the State Mediation Service and request a longer notification process. It should be noted that the State

Mediation Service has jurisdiction over the election process and their decision regarding the County's requests will be final.

**5. The BOS should establish a policy that all County employees are provided with individual notice of any collective bargaining election and that a verifiable procedure for the giving of such notices be established.**

The recommendation will not be implemented.

The Board of Supervisors cannot unilaterally establish a policy regarding notices in a union election as it constitutes interference in union matters and could cause an unfair labor practice charge to be filed with PERB. However, should future agency shop elections be held, the County is able to raise the election notice issue to the State Mediation Service and request a process where individual notice is given to each affected employee. It should be noted that the State Mediation Service has jurisdiction over the election process and their decision regarding the County's requests will be final.

## Attachment 1

### Government Code Section 3502.5 (a)-(f)

(a) Notwithstanding Section 3502 or 3502.6, or any other provision of this chapter, or any other law, rule, or regulation, an agency shop agreement may be negotiated between a public agency and a recognized public employee organization that has been recognized as the exclusive or majority bargaining agent pursuant to reasonable rules and regulations, ordinances, and enactments, in accordance with this chapter. As used in this chapter, "agency shop" means an arrangement that requires an employee, as a condition of continued 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.

(b) In addition to the procedure prescribed in subdivision (a), an agency shop arrangement between the public agency and a recognized employee organization that has been recognized as the exclusive or majority bargaining agent shall be placed in effect, without a negotiated agreement, upon (1) a signed petition of 30 percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement. The petition may only be filed after the recognized employee organization has requested the public agency to negotiate on an agency shop arrangement and, beginning seven working days after the public agency received this request, the two parties have had 30 calendar days to attempt good faith negotiations in an effort to reach agreement. An election that may not be held more frequently than once a year shall be conducted by the Division of Conciliation of the Department of Industrial Relations in the event that the public agency and the recognized employee organization cannot agree within 10 days from the filing of the petition to select jointly a neutral person or entity to conduct the election. In the event of an agency fee arrangement outside of an agreement that is in effect, the recognized employee organization shall indemnify and hold the public agency harmless against any liability arising from any claims, demands, or other action relating to the public agency's compliance with the agency fee obligation.

(c) Any employee 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. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the public agency and the public employee organization, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to

the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

(d) An agency shop provision in a memorandum of understanding that is in effect may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the public agency and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement. The procedures in this subdivision are also applicable to an agency shop agreement placed in effect pursuant to subdivision (b).

(e) An agency shop arrangement shall not apply to management employees.

(f) Every recognized employee organization that has agreed to an agency shop provision or is a party to an agency shop arrangement shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 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 its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.