

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.

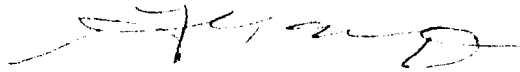
13. CONFIDENTIALITY: The parties agree that the ballots, ballot envelopes and other election materials are confidential and will not be released by the Service after the election.

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

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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.

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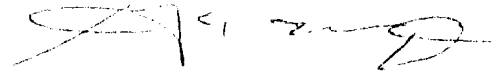
13. CONFIDENTIALITY: The parties agree that the ballots, ballot envelopes and other election materials are confidential and will not be released by the Service after the election.

For the
Employer



Date: 8/15/07

For the
Employee Organization



Date: 8/15/07

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
MEDIATION/CONCILIATION SERVICE

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.

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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

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If you spoil this ballot return it to the Election Supervisor
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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 9th 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 Calculators
 R 1111 Don Mohrway rd
 Grass Valley, CA*

~~N~~

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
 facilities
 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
 Lawca Wilcox Memorial
 2012 Sutter St
 Nevada City, CA
 530-5373
 =/o just law
 one out bid*

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

*10075 Levone Ave
 532-7732
 109*

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
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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.