

**SIDE LETTER AGREEMENT BETWEEN IFPTE LOCAL 21 AND THE CITY OF
RICHMOND REGARDING MOU ARTICLE 6 – UNION DUES**

Effective January 1, 2016, IFPTE Local 21 and the City of Richmond agree to the following modifications to the July 1, 2013 – June 30, 2017 Memorandum of Understanding (MOU) currently in existence between the parties:

ARTICLE 6 UNION DUES

Dues Deductions

- 10 In accordance with a signed authorization card, dues deductions shall be forwarded promptly to the Union. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the member had been in pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Maintenance of Membership

- 11 All employees in a classification identified in Attachment A who are currently paying Union dues and all employees in such classifications who hereafter become members of the Union shall pay dues to the Union for the duration of this Memorandum of Understanding.

Effective January 1, 2016, the City agrees to an agency shop provision, in accordance with State Law, with automatic dues deduction (as delineated in paragraph 10 above).

During the term of this agreement, an employee in the classes included in this Memorandum of Understanding (Attachment A) and, in the case of a newly hired employee who will become a Union member within thirty (30) calendar days of employment, shall remain a member in good standing in the Union; or pay to the Union a monthly service fee equal to the regular monthly Union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fee or service fess to (1) American Cancer Society; (2) the American Heart Association; or (3) Sickle Cell Anemia Research and Education, Inc., (SCARE), in lieu thereof.

As permitted by the Meyers-Milias-Brown Act (MMBA), the City of Richmond has designated all employees in the Human Resources

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Department as confidential employees. Each of the IFPTE Local 21 classifications listed below (which is subject to change; the Union will be notified if or when any changes occur) has access to and is asked to assist in Labor Relations including gathering and organizing documents, responding to requests for information, and preparing for bargaining, which includes providing feedback on the City's bargaining proposals.

- Principal Personnel Analyst
- Employee Benefits Analyst
- Senior Personnel Analyst
- Personnel Analyst I
- Senior Employee Benefits Analyst
- Personnel Assistant
- Administrative Services Analyst
- Senior Management Analyst
- Finance Manager
- Benefits Analyst
- Senior Human Resources Administrator

Indemnification

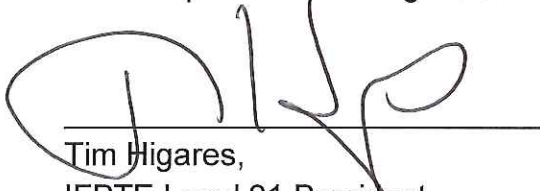
- 12 The Union shall indemnify and save harmless the City, its officers and employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said fees described above.

This side letter does not, nor is it intended to modify any other existing provisions of the July 1, 2013 – June 30, 2017 Memorandum of Understanding between IFPTE Local 21 and the City of Richmond, other than the modifications to MOU outlined above in this side letter.

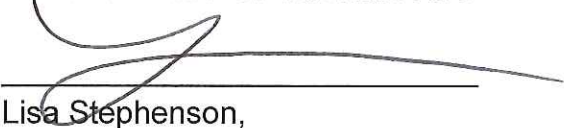
Date: 12/10/15

FOR IFPTE LOCAL 21:


Jonathan T. Wright,
Lead Representative/Organizer


Tim Higaes,
IFPTE Local 21 President

FOR THE CITY OF RICHMOND:


Lisa Stephenson,
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