

# NORTH COUNTY FIRE PROTECTION DISTRICT



## **SUPPLEMENTAL AGREEMENT**

BETWEEN

North County Fire Protection District

AND

Fallbrook Firefighters Association (Safety)

(A supplemental agreement to the Memorandum of Understanding  
for the period of July 1, 2004 to June 30, 2007)

**1. INTENT AND PURPOSE:**

On October 10, 2005, the Fallbrook Firefighters Association submitted a petition to the North County Fire Protection District requesting implementation of an “agency shop” – that is, all employees in positions covered by the MOU would be required to pay fair share fees for the representation and services provided by the Association, whether or not they choose to join the Association. California law provides that such an agreement may be entered into between the employer and the exclusive employee representative organization.

It is the intent and purpose of this Supplemental Agreement (hereinafter referred to as “Agreement”) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding this matter of “agency shop”. This Agreement specifies the terms and conditions of this agreement during the period between ratification by both parties and the next full revision of the Memorandum of Understanding between the District and the Association, at which time the language will be fully incorporated into the body of the MOU. The District was represented in this process by the Fire Chief and the Deputy Fire Chief.

The Association negotiators agree to recommend and support this Agreement to the members of the safety bargaining group. The District negotiators agree to recommend and support this agreement to the Board of Directors of the District. Upon ratification and adoption of this Agreement by both parties, the agreement shall take effect as described herein.

**2. AGREEMENT:**

As provided in California Government Code, the North County Fire Protection District and the Fallbrook Firefighters Association, as the recognized exclusive representative of the positions included in the MOU with safety employees, hereby agree to provide for the organizational security of the Association in the form of maintenance of membership or fair share fee deductions. The District shall deduct an amount representing normal initiation fees and ongoing dues from the salary or wages of every employee in a classification or position covered by the Safety MOU. Such deduction shall continue until the effective date of a successor agreement. The District shall not be liable in any action by an employee seeking recovery of, or damages for, improper use or calculation of fair share fees. This Agreement shall take effect on January 1, 2006, and be implemented at the next payroll period following that date.

**3. RELIGIOUS EXEMPTION:**

In addition, as provided in California Government Code, any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support the Association. That employee, in lieu of a membership fee or a fair share fee deduction, shall instruct the employer to deduct and pay sums equal to the fair share fee to a nonreligious, non-labor organization or charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

**4. RECORD-KEEPING AND REPORTING:**

The District agrees to develop and maintain the necessary payroll systems and methods to accomplish the payroll deductions described herein. Pertinent records will be available to the Association, upon request, at a mutually agreeable time and place.

The Association agrees to provide the financial reporting, as specified in state law, to both the District and to any employees who may request such reports. Such reports shall include an

annual detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer.

**5. TERMINATION OF FAIR SHARE AGREEMENT:**

This agency shop or fair share agreement may be terminated at any time, either by mutual agreement or via the petition and election process as provided in state law.

**6. SAVINGS CLAUSE:**

If any section, subsection, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of the Agreement.

**7. COMPLETE AGREEMENT:**

The parties agree that this is the complete agreement and that the agency shop or fair share fee and the written provisions contained herein constitute the entire agreement between the parties. Each party agrees that it has had a full and complete opportunity to meet and confer over all the issues presented, or that could have been presented, during the meeting and conferring process.

**8. TERM OF AGREEMENT:**

This Agreement shall be effective upon the date of ratification/approval by the Association and the Board of Directors of the District and shall remain in full force and effect until all of the terms and provisions have been fully implemented.

**FALLBROOK FIREFIGHTERS ASSOCIATION**

**NORTH COUNTY FIRE PROTECTION DISTRICT**

---

Steven Marovich  
FFA President

---

Richard Olson  
Board President

---

Mike Powell  
Employee Negotiator

---

William Metcalf  
Fire Chief/CEO

---

Date of FFA Ratification

---

Date of Board Ratification

- Payroll
- P&P
- Chief's Book