

**SEIU,
Local 1021**



Correspondence

FINAL COMPREHENSIVE TENTATIVE AGREEMENT

DATE: May 24, 2022

The following represents a comprehensive tentative agreement between the Town of San Anselmo ("Town") and Service Employees International Union, Local 1021 ("Local 1021" or "Union") as a result of the parties' collaborative discussions for a successor Memorandum of Understanding ("MOU").

Subject Matter	Agreement
General (Pronouns)	All gender-specific pronouns shall be changed to gender-neutral pronouns (i.e. they and their) throughout the successor MOU.
Emergency Response	Per Tentative Agreement dated May 24, 2022.
Holidays	The Town agrees to add Juneteenth as a holiday as per union proposal # 2 dated March 15, 2022.
Cafeteria Benefits	Per Town Counter Proposal dated May 24, 2022.
Wages/Benefits	<p>Per Tentative Agreement dated May 24, 2022 and summarized as follows:</p> <ul style="list-style-type: none"> • Effective July 1, 2022, all bargaining unit employees shall receive a four-and-a-half percent (4.5%) salary increase. • Effective July 1, 2023, all bargaining unit employees shall receive a four-and-a-half percent (4.5%) salary increase. • Effective July 1, 2024, all bargaining unit employees shall receive a three percent (3%) salary increase. • The Town agrees to its counter proposal re: step increases under existing subsection (d) dated March 22, 2022. <p>In recognition of employees' contributions throughout the COVID-19 pandemic, the Town will pay all bargaining unit members, employed with the Town on date of payment, a one-time, non-pensionable lump sum off-salary schedule payment of \$2,500 per attached Tentative Side Letter Agreement.</p>

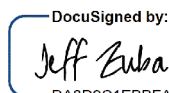
**SEIU,
Local 1021****Correspondence**

Working Hours and Overtime	Per Town Counter Proposal dated May 24, 2022.
Telecommute Policy	Per Side Letter Agreement dated May 24, 2022.
Recognition and Cooperation	Per Town Counter Proposal dated March 22, 2022.
Term	<p>Subject to reaching an overall agreement, the Town agrees to a three-year term commencing on July 1, 2022 through June 30, 2025.</p> <p>The Town further agrees to eliminate subsection (C) of Section 40 which states, "Notwithstanding Section 29-a, continuation of this Agreement after June 30, 2021 may be voided by operation of Section 11-A-4 of Resolution No. 1561 of the San Anselmo Town Council."</p>

All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.


The parties agree to recommend positively this Final Comprehensive Tentative Agreement to their principals for ratification.

For the Town**For the Union**

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 Jeff Zuba
 Finance & Admin Services Director

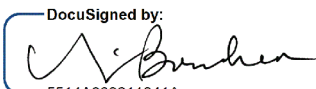
6/13/2022

Date

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 Joel Evans-Fudem
 Field Representative


6/13/2022

Date

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 Christopher Boucher
 Labor & Employment Counsel

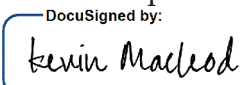
6/13/2022

Date

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 Jackson Dobronyi
 SEIU Chapter Bargaining Team Member

6/13/2022

Date

DocuSigned by:

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 Kevin MacLeod
 SEIU Chapter Bargaining Team Member

6/13/2022

Date

**SEIU,
Local 1021**



ITEM 3 ATTACHMENT 1
NEGOTIATIONS 2022

Correspondence

DocuSigned by:

Justin Stevenson

6/13/2022

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Justin Stevenson

Date

SEIU Chapter Bargaining Team Member

**SEIU,
Local 1021**



NEGOTIATIONS 2022

Correspondence

TENTATIVE AGREEMENT

DATE: May 24, 2022

TIME:

AM / PM

Section: (New) 22 – Emergency Leave

22. EMERGENCY RESPONSE

- a. Call Out: During the term of this Agreement, any employee called back to work at a time other than the employee's regular work shift or called back to work for emergency purposes (an emergency declared by the Town Manager or other authorized head of the Town's Emergency Operations Center) shall be guaranteed four hours' pay at time and one-half, or may opt to take equivalent compensatory time off. Under this subsection (a), this minimum time payment does not apply to work that is contiguous to regularly-scheduled work.
- b. Standby: During the term of this Agreement, an employee assigned to emergency standby (an emergency declared by the Town Manager or other authorized head of the Town's Emergency Operations Center) by ~~his/her~~their department head or designee, shall receive two (2) hours pay at the overtime rate (time and one-half) for each eight (8) hour period (or prorated as appropriate) the assigned employee spends on emergency standby.
- c. An employee assigned to emergency standby shall be required to leave word where he/she may be contacted in order to return to work within a reasonable amount of time as determined by the department head/designee. Further, such assignment may include the requirement that an employee (who does not reside in Marin County) shall be located within Marin County, and if such requirement is made of an employee, the Town will reimburse reasonable costs for commercial lodging and meals while the employee is on emergency standby.
- d. Emergency Service: Union agrees that any employee covered by this Agreement may, during ~~his/her~~their regular working hours be trained in firefighting, first aid, or other emergency service. Union further agrees that employees covered by this Agreement whether on or off duty may be called out for firefighting, first aid, or other emergency service. If so called for such emergency service and if overtime

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results, overtime shall be paid in accordance with Section 4 of this Agreement. Before any employee is called for such emergency service, ~~his/her~~ their capacity to serve will be determined by medical examination.

d.e. Worksite Closures and Evacuations

In the event that an emergency is declared that impacts Town facilities or operations and results in the closure of any facilities, employees regularly assigned to work in a closed worksite may be required, at the discretion of the Town, to report to a worksite other than their regular worksite to assist in emergency duties as a Disaster Service Worker, to a non-impacted worksite for regular duties, or to work from home if telework is available.

If employees are not assigned to a non-impacted worksite, assigned to assist in emergency duties, or assigned to telework, and at the Town Manager's sole determination, they may be granted leave up to five (5) work days in any calendar year and compensated for at their regular rate of pay with no adverse effect to the employee.

This provision applies to Federal, State, County, or Local declared emergencies or to other non-declared circumstances that result in the closure of Town facilities.

The above section also applies if an employee is unable to work because the employee has been ordered or advised to evacuate their permanent residence and is unable to safely report to work due to natural disaster or other government-declared emergency, which shall be subject to the Town Manager's determination that a bona fide emergency exists and an employee qualifies for emergency leave.

If an employee is at the worksite when their permanent residence is advised to evacuate by relevant authorities, the employee will be allowed to leave work under this section, subject to the Town Manager's determination as discussed above.

The Town Manager's determination as to the above under this section shall not be grievable and is not subject to the Grievance Procedures as defined under Section 28 of this MOU.

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Local 1021**



NEGOTIATIONS 2022

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TOWN'S COUNTER PROPOSAL

DATE: May 24, 2022 **TIME:** AM / PM

Section: 7 – Cafeteria Benefits Program

7. CAFETERIA BENEFITS PROGRAM

The parties agree that upon expiration of this Agreement, the Town will set the amount of contributions made to the following benefits (with the exception of the health plan premium) at the amount then in effect and will not raise the amounts without further negotiation. The Town will contribute the following amounts per month per full time employee toward a cafeteria benefits program.

The cost of the premium for the family Kaiser health plan, less the payment for the P.E.R.S. medical plan (see Paragraph 6 a). At no time shall the Town contribution for the Kaiser family health plan exceed the premium cost in effect per the then-current P.E.R.S.-Kaiser contract year.

For employees hired on or after July 1, 2014, the Town will contribute ~~a~~ the following maximum ~~of~~ \$1,850 per month toward the cost of the premium for the family Kaiser health plan, less the payment for the P.E.R.S. medical plan (see Paragraph 6 a) ~~:-):~~.

- Effective July 1, 2022, a maximum of \$1,950 per month.
- Effective July 1, 2023, a maximum of \$2,000 per month.
- Effective July 1, 2024, a maximum of \$2,050 per month.

At no time shall the Town contribution for the Kaiser family health plan exceed the premium costs in effect per the then-current P.E.R.S.-Kaiser contract year.

The premium for the family dental plan with a benefit cap of \$2,000.

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The premium for a term life insurance policy with a face value of two times an employee's annual base salary, with a not-to-exceed coverage maximum of \$75,000. It is understood that as a non-contributory plan, all members of the unit must participate, subject to the carrier's definition of an eligible group member as specified in the plan document.

s. The premium for a vision plan for employee and dependents which offers one examination and one change in lenses per twelve (12) months, and one change in frames per twenty-four (24) months with a \$25 employee-paid deductible at a monthly cost to the Town.

6. The premium for a Long Term Disability plan, which shall be the same plan offered to management staff.

An employee may choose to allocate any or all of the amount specified in the cafeteria benefits program towards the cost of health insurance, dental insurance, vision insurance, life insurance or the supplemental retirement program. Dental insurance shall be required for all employees hired after July 1, 1989, or who are enrolled in the dental insurance program as of July 1, 1989, as long as the Town's contract for dental insurance requires mandatory participation.

c. Domestic partners who have registered through the PERS registration process or other domestic partner registration mechanism, if appropriate for a specific insurance, shall have access to the health related insurances offered by the Town.

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Local 1021**



NEGOTIATIONS 2022

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TENTATIVE AGREEMENT

DATE: May 24, 2022

TIME: AM / PM

Section: 2 - SALARIES AND EQUITY ADJUSTMENTS

a. Salaries

All represented bargaining unit ~~employees-classifications~~ shall receive the following ~~across the board (ATB)wage~~ increases:

~~July 1, 2018, all bargaining unit employees shall receive a three percent (3%) salary increase.~~
~~July 1, 2019, all bargaining unit employees shall receive a three percent (3%) salary increase.~~
~~July 1, 2020, all bargaining unit employees shall receive a three percent (3%) salary increase.~~

- Effective July 1, 2022, all bargaining unit employees shall receive a four-and-a-half percent (4.5%) salary increase.
- Effective July 1, 2023, all bargaining unit employees shall receive a four-and-a-half percent (4.5%) salary increase.
- Effective July 1, 2024, all bargaining unit employees shall receive a three percent (3%) salary increase.

~~All bargaining unit employees on the payroll effective upon the date of ratification shall receive a one-time \$1,000 lump sum off salary schedule payment.~~

In the event of a Town fiscal emergency such as County, State or Federal revenue-fluctuations cuts, new mandates, raising costs of CalPERS of ten percent (10 %) or more or a natural disaster, the parties agree to meet and confer over the impact and affects.

The monthly salaries payable to employees covered by this Agreement, shall be as set forth in:

Exhibit A-1 Exhibit A-2 Exhibit A-3

effective July 1, ~~2018~~2022

SEIU, Local 1021



NEGOTIATIONS 2022

Correspondence

effective July 1, ~~2019~~2023

effective July 1, ~~2020~~2024

~~No further salary increases are included in this MOU.~~

b. Equity/Benchmark Studies

The parties will review 90 days before the expiration of this MOU the labor market against the Cities of Sausalito, Mill Valley, Larkspur, San Rafael and Novato, the Towns of Fairfax, Corte Madera, and Tiburon and perform a compensation study on specific benchmarks

Total compensation will be compared to the average of the listed jurisdictions, taking out the high and low figures. If the resulting survey offers less than four comparisons, the Town agrees to survey an additional jurisdiction, such as the County. The results of such study are the basis for consideration of salary adjustments for the following fiscal year.

Within a given series, benchmarks will have specific percentage salary relationships to other classifications in the series. Maintenance Worker II shall serve as the benchmark for the Maintenance Worker series (Series A). Recreation ~~Supervisor~~ Coordinator shall serve as the benchmark for the Recreation series (Series B). Administrative Services Assistant II shall serve as the benchmark for the Administrative Services series (Series C). Associate Planner shall serve as the benchmark for the Planner series (Series D) and Librarian I (Series F). Building Inspector will be surveyed as a separate benchmark (Series E).

c. Shift Differential

The Town agrees to pay a five percent (5%) shift premium computed on base pay for all hours actually worked on a regularly (as opposed to intermittently) assigned shift and for specifically assigned tasks which fall between 12:00 midnight and 6:30 A.M. To qualify for such shift premium pay, the employee must be assigned to the shift for at least three (3) consecutive work days or three (3) work days within five (5) consecutive work days. Employees working during any of these hours for their own convenience are not eligible for shift differential.

d. Step Increases

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Local 1021**



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The minimum monthly salary shall be at Step A of the appropriate range. Not less frequently than on each anniversary date, the Department Head shall evaluate the performance of each employee, review the evaluation with the employee, and based on said evaluation may advance the employee to a higher step or defer advancement pending further evaluation. A step increase shall occur on the employee's anniversary date unless the Department Head submits an evaluation with an overall Needs Improvements or Unsatisfactory rating. If no evaluation is completed, the employee shall receive a step increase effective on their anniversary date. The employee's next merit increase eligibility date shall not be changed by a deferral or delay of the merit increase. The Town will continue written performance evaluations after the top step of the employee position has been attained.



DATE: May 24, 2022

Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective July 1, 2018 – June 30, 2022 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect.

This side letter will sunset upon the expiration of the 2018 – 2022 MOU.

Tentatively agreed to on this 24th day of May, 2022, by the parties' authorized representatives, subject to SEIU membership approval and Town Council's ratification.

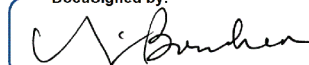
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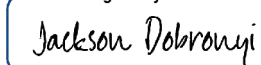
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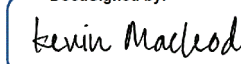
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Finance & Admin Services Director

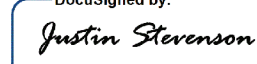
Joel Evans-Fudem
Field Representative

TENTATIVE SIDE LETTER AGREEMENT BETWEEN THE TOWN OF SAN ANSELMO AND
SEIU, LOCAL 1021 RE: COVID-19 EMPLOYEE RECOGNITION COMPENSATION

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Christopher Boucher Date
Labor & Employment Counsel

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Jackson Dobronyi Date
SEIU Chapter Bargaining Team Member

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Kevin MacLeod Date
SEIU Chapter Bargaining Team Member

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Justin Stevenson Date
SEIU Chapter Bargaining Team Member

**SEIU,
Local 1021**



NEGOTIATIONS 2022

Correspondence

TOWN'S COUNTER PROPOSAL

DATE: May 24, 2022 **TIME:** AM / PM

Section: 4 – Working Hours and Overtime

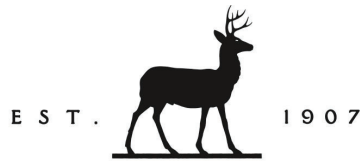
a. The standard work week during the term of the Agreement shall consist of forty (40) hours or thirty-seven and one-half (37.5) hours of work in any seven consecutive calendar day period, as shown for each classification in Exhibit A. Variation from standard schedules shall be posted five working days in advance, other than in an emergency as determined by the Department Head.

b. Overtime is time worked with the authorization of the Department Head beyond the standard work day or the standard work week. Hours worked beyond 37.5 hours in one week for employees in a 37.5 hours per week classification shall be considered as overtime. A holiday, sick leave, or vacation time falling within said week shall be treated as work time for the purposes of this section. Overtime shall not apply when a change in the scheduled work day or work week is granted to accommodate a request by the employee.

c. The employee may elect to take ~~his/her~~their overtime in pay or compensatory time at the rate of time and one-half, subject to operational needs and the approval of the Department Head. Any denial of said request will be accompanied by a written explanation from the Department Head. Compensatory time may be accrued until it reaches the equivalent of double the employee's regular work week, for a maximum of 80 hours (or prorated based on work schedule).

d. Flexible scheduling. Alternatives to a standard five day schedule, including flexible time, will be granted upon agreement between the employee and the employee's supervisor or manager.

e. Overtime shall be compensated at double time (2.0) for time worked in excess of twelve (12) consecutive hours.



TOWN OF SAN ANSELMO

TENTATIVE SIDE LETTER AGREEMENT BETWEEN THE TOWN OF SAN ANSELMO AND SEIU, LOCAL 1021 RE: TRIAL TELECOMMUTE POLICY

DATE: May 24, 2022

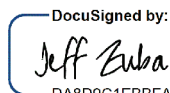
For employees who may be eligible to participate in telecommuting, the Town Manager will implement a trial Telecommute Policy ("Policy") and evaluate at the end of the MOU term for effectiveness. The parties shall meet and discuss said Policy prior to its implementation.

Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective July 1, 2012 – June 30, 2025 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect.

This side letter will sunset upon the expiration of the 2022 – 2025 MOU.

Tentatively agreed to on this 24th day of May, 2022, by the parties' authorized representatives, subject to SEIU membership approval and Town Council's ratification.

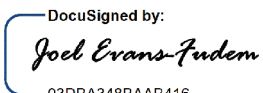
For the Town

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Jeff Zuba
Finance & Admin Services Director

6/13/2022

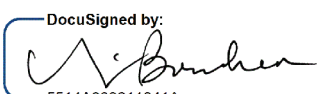
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For the Union

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Joel Evans-Fudem
Field Representative


6/13/2022

Date

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Christopher Boucher
Labor & Employment Counsel

6/13/2022

Date

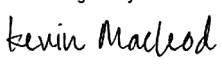
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Jackson Dobronyi
SEIU Chapter Bargaining Team Member

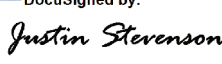
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Date

**TENTATIVE SIDE LETTER AGREEMENT BETWEEN THE TOWN OF SAN ANSELMO AND
SEIU, LOCAL 1021 RE: TRIAL TELECOMMUTE POLICY**

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Kevin MacLeod Date
SEIU Chapter Bargaining Team Member

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Justin Stevenson Date
SEIU Chapter Bargaining Team Member

**SEIU,
Local 1021**



NEGOTIATIONS 2022

Correspondence

**TOWN'S COUNTER PROPOSAL TO
UNION PROPOSAL # 9**

DATE: 3/22/22

TIME: AM

***THE FOLLOWING CONSTITUTES THE TOWN'S COUNTER PROPOSAL
TO SEIU, LOCAL 1021'S PROPOSAL RE:***

1. RECOGNITION AND COOPERATION

~~The Town shall adhere to the U.S. Supreme Court decision called Janus v AFSCME. The Town and the Union shall meet and confer as necessary to implement that decision.~~

- A. Town hereby recognizes Union as the bargaining representative for purposes of establishing salaries, hours, fringe benefits and working conditions for all employees within the Public Essential Services Unit as listed by class in Exhibit A hereto, together with any related classes established during the term of this Agreement.
- B. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of San Anselmo.
- C. Whenever a new employee is hired in any of the job classifications covered by this Agreement, Town shall notify said employee that Union is the recognized bargaining representative for employees in that classification, shall make a copy of this Agreement available to said employee, and furnish Union with the name and address of said employee. The Union will have the opportunity to meet with the new employee to provide a Union orientation within thirty (30)

days of hire. The Union orientation shall be a private meeting of no more than thirty (30) minutes and held during working hours.

D. Town shall notify Union ten working days in advance of final action relating to changes in hours or working conditions, other than temporary action in an emergency situation.

~~E. Town shall furnish to Union semi-annually a list of the names, classifications, and addresses of all employees in the Unit, and to each employee a monthly statement of his/her net accrual of vacation and sick leave.~~

F.E. Union may designate three employees in the bargaining unit as employee representatives, who may absent themselves from duty for an average of one hour per month each on Union business.

~~G. Agency shop provisions shall be:~~

~~1. All employees covered by this Agreement shall either become members of Union or pay Union, as an agency fee, an amount of money equal to all monthly dues and assessments authorized in writing by Union's President.~~

~~2. All new employees shall provide the Administrative Office within five calendar days of employment with a dues deduction card, or a Union fee card, or such employees shall be required to submit the above amounts (monthly dues and assessments) directly to Union and furnish the Town with a copy of the receipt.~~

~~3. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting a public employee organization shall not be required to join or financially support Union. Those employees shall, in lieu of monthly dues and assessments pay sums equal to such monthly dues and assessments to a charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.~~

~~4. The parties agree that a failure of an obligated employee in a bargaining unit to pay a fair share fee shall be grounds for the Union to file an action in Small Claims Court.~~

~~5. Union shall indemnify and save Town harmless against any and all claims, demands, suits, orders, judgment, or other forms of liability that shall arise~~

~~out of, or by reason of, action taken under this section.~~

G. Dues/COPE/Union-Sponsored Benefit Program Deductions

~~(a) (a) The employer shall honor an employee's check-off authorization for dues, COPE or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.~~

~~(b) On a semi-annual basis, every January and July, the Union will provide Town with a current certified list of members with the dollar and/or percentage amount of dues and/or fees to deduct per employee, a statement that the Union has and will maintain written authorizations signed by the individuals from whose salary or wages the union deductions are to be made, and a statement that the Union shall indemnify Town for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).~~

~~(b) Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification the Union's certification of the employee's authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.~~

~~(c) Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.~~

~~(d) The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.~~

~~(e) Union shall indemnify and save Town harmless against any and all claims, demands, suits, orders, judgment, or other forms of liability that shall arise out of, or by reason of, action taken under this section. The Union shall indemnify the employer for any claims made regarding such deductions.~~

~~(f) Violations of this Section of the MOU are grievable.~~

H. Data Pertaining to Deductions

~~The employer shall produce to SEIU Local 1021's Membership Department every two (2) weeks/month, on a regular ongoing basis, a malleable electronic file containing the following bargaining unit member information:~~

- ~~1. 1. Full Name (first, middle, last, suffix)~~
- ~~2. Home Address~~
- ~~3. Work Phone~~

4. Work Cell Phone
5. Personal Cell Phone
6. Work Email Address
7. Personal Email Address
8. Hire Date
9. Birthdate
10. Job Classification Code
11. Job Classification Title/Name
12. Job Type (full-time, part-time, per diem, as needed, etc.)
13. Pay Rate
14. Pay Step
15. Pay Status (active, on leave, etc.)
16. Bargaining Unit Code or Name / Union Code
17. Department/Division/Program Code(s)
18. Department/Division/Program Name(s)
19. Campus or Facility Name
20. Work Location Name
21. Work Location Address
22. Shift/Schedule
23. Last Paid Date, or Hours worked in most recent pay period
2. Employee Number
3. Job Classification
4. Job Type (full time, part time, per diem, as needed)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount
7. Pay Step
8. Pay Rate
9. Pay Status (active, on leave, separated from employment, etc.)
10. Department
11. Division (subcode of the department, if applicable)

I. Receipt of Bargaining Unit Lists

Every 3 months, the Union shall receive a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rates of pay, hours worked, gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from the bargaining unit, or who have made any changes in Union deductions during the preceding three-month period.

J. ~~Protect~~Notification of request for contact, biographical and/or demographic information of unit members from third-parties.

~~In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall agree to immediately notify the Union of any third-party requests for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request.~~

~~The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit employees.~~

~~The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.~~

~~The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas.~~

~~The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.~~

~~The employer agrees to adopt further safeguards against harassment or invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.~~