

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA COUNTY AND SEIU, LOCAL 1021 (Rank & File)**

This Side Letter is by and between the County of Contra Costa ("County") and SEIU, Local 1021 Rank and File Unit ("Union") and is effective following approval by the Board of Supervisors.

The County and Union agree to modify Section 2 – Union Security of the Memorandum of Understanding ("MOU") between the County and Union (July 1, 2016 – June 30, 2022) as follows:

SECTION 2 – UNION SECURITY

2.1 Dues Deduction. Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction for all employees in its units.

- A. The Union shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Union and set forth in a separate protocol document. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email.
- B. Requests for dues deductions, Committee of Political Education (COPE) or other Union sponsored programs received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period. The County shall transmit such payments to the Union no later than thirty (30) days after the deduction from the employee's earning occurs.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

- 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 County. The County 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 County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability

that arise out of or by reason of this Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

2.2 Data Pertaining to Deductions.

The County shall produce to SEIU Local 1021's Membership Department every month, on a regular ongoing basis, a malleable electronic file containing the following information for all employees in the bargaining units represented by the Union whether permanent, temporary, full-time, part-time or permanent intermittent:

1. Full Name (first, middle, last, suffix)
2. Home address
3. Home and cell phone numbers (if provided)
4. Personal and work email
5. Work location
6. Employee Number
7. Job Classification
8. Job Type (full-time, part-time, per diem, as needed)
9. Bargaining Unit
10. Pay Step
11. Pay Rate
12. Pay Status (active, on leave, separated from employment, etc.)
13. Department
14. Division (subcode of the department)

2.3 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;

- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

In order to protect bargaining unit employees from harassment or invasion of privacy, the County shall notify the Union of any third-party request for demographic and/or personal information of bargaining unit employees.

2.4 Use of County Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.5 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

On matters within the scope of representation the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet

and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.


2.6 New Employee Orientation.

- A. The County agrees that each newly hired employee shall be instructed to participate in an on-boarding meeting during regular working hours without loss in compensation. Newly hired employees include any employee, whether permanent, temporary, full time, part time or permanent intermittent.
- B. Representatives of the Union shall be permitted to make a presentation of thirty (30) minutes (the department has the discretion to allow additional time if available), and present written materials, during a portion of the orientation for which attendance is mandatory.
- C. The County will provide written notice of new employee orientations to the Union, at least ten (10) calendar days prior to the event. In the event that the County provides less than ten (10) calendar days' notice and the Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees within seven (7) working days of the orientation for up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The make-up session shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of the missed new employee orientation.
- D. A newly hired employee who is not able to attend a new employee orientation session within two (2) working days of their first scheduled day of work, shall be instructed to attend an in-person union presentation up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The union presentation shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of their first scheduled day of work.
- E. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Prior to the orientation the Department will notify the Union if there will be any attendees from classifications represented by the Union and provide a list of those attendees in a malleable electronic format that includes name, job title, department, work location, work telephone number, and work e-mail addresses.

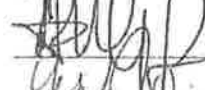
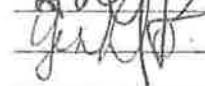
- F. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the name of the employee who they wish to be released in advance to the Labor Relations Manager.
- G. Upon approval of the department and when available, the Union shall have the right to use the County's facilities and audio-visual equipment to conduct new employee orientation sessions and make-up orientation meetings with newly hired employees.
- H. The County representatives shall not be present during the portion of the orientation conducted by the Union.

This Side Letter will remain in effect for the term of the current MOU between the County and Union (July 1, 2016 – June 30, 2022). The terms of this Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the County and Union remain unchanged by this Side Letter.

Contra Costa County:
(Signature / Printed Name)

	/	Jeff Bailey
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SEIU, Local 1021 (Rank and File):
(Signature / Printed Name)

	/	Ashley Payne
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