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10/9/18 @ 8:53am

# SIDE LETTER AGREEMENT BETWEEN

**Contra Costa County and the Contra Costa County Defenders Association**

This Side Letter is by and between the County of Contra Costa ("County") and the Contra Costa County Defenders Association ("Association") and is effective the first of the month following approval by the Contra Costa County Board of Supervisors. The terms of this Side Letter will be incorporated into the parties' successor MOU.

This Side Letter amends the Memorandum of Understanding (MOU) between the County and the Association as follows:

- I. Section 35.5 – Union Dues is deleted
- II. Section 2 – Association Security is replaced with the following new Section 2:

## **SECTION 2 – ASSOCIATION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction for all employees in its units.

The Association 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 association security Side Letter, or action taken or not taken by the County under this Side Letter. 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 following the adoption of this Side Letter by the County Board of Supervisors.

**2.2 Communicating With Employees.** Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

**2.3 Use of County Buildings.** The Association 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.
- B. There is no additional material 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 Association 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.

**2.4 Advance Notice.** The Association 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 appointed by the Board, and to meet with the body considering the matter. The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice. In cases of emergency when the Board, or boards and commissions appointed 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.

**2.5 New Employees.**

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information which has been supplied by the Association and which may, at the Association's option, include a membership or dues deduction authorization form.
- B. The County will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) business days prior to the event.
- C. The new employee orientation notice provided to the Association will include the date, time and location of the orientation.

- D. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, at the end of the orientation.
- E. One bargaining unit member attending orientation as the Association representative shall be given paid release time sufficient to cover the Association's presentation and travel time. The Association will provide the name of any employee who they wish to be released at least 48 hours in advance to the Labor Relations Manager.
- F. The County shall monthly furnish a list of all new hires to the Association.

**2.6 Notification of Dues Deduction Changes.** The Association 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 Association and set forth in a separate protocol document. The Association will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions 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 Association certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

**2.7 Assignment of Classes to Bargaining Units.** The Employee Relations Officer or the Employee Relations Officer's designee shall assign new classes in accordance with the following procedure:




- A. Initial Determination. When a new class title is established, the Employee Relations Officer or the Employee Relations Officer's designee shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. The initial determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- C. Meet and Confer and Other Steps. The Employee Relations Officer or the Employee Relations Officer's designee shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10)

day period in paragraph B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

Date: 10/10/18





**Contra Costa County:**

(Signature / Printed Name)

	/	Kelly Tuffo
	/	Alvaro Mangalindan
	/	Betty Barker
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_____	/	_____
_____	/	_____

**CCC Defenders' Association Assn:**

(Signature / Printed Name)

	/	Brandon Janky
	/	Ali SAIDI
	/	P. Casey Pitts
	/	KC Donovan
_____	/	_____
_____	/	_____
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