

**SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY AND DEPUTY SHERIFFS
ASSOCIATION PROBATION AND PROBATION SUPERVISORS
UNITS**

This Side Letter amends the Memorandum of Understanding between the Deputy Sheriffs Association, Probation and Probation Supervisors Units (“Association” or “DSA”) and the County of Contra Costa (“County”), (July 1, 2015 – June 30, 2018) to modify Section 2 – Association Security, Section 44.5 – Temporary Employee Grievances and Section 44.6 – Association Dues of the Probation and Probation Supervisors Units MOU as follows:

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.

A. Notification of Dues Deduction Changes. The Association shall regularly provide the County in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. 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.

B. 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 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.

C. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.

2.2 Communicating With Employees. The Association 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 Association, provided the communications displayed have to do with official organization business such as times and places of meetings 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 to and discussion with the Association.

Representatives of the Association, 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 Association 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 an Association 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.

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 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 Written Statement for 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. For purposes of this section, a "new employee" is any person not previously represented by the Association who is hired into a position represented by the Association whether by new hire, transfer or promotion. The department will notify the Association within ten (10) days of hire of the new employee's name, position, and any personal contact information (including address, phone number, and email) that the County has on record.
- 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) days prior to the event. Where the Association holds quarterly new employee orientations, the Department will inform the new employees of the first available orientation and release them from duty to attend. The Association and Department will work to find mutually agreeable dates and times for such orientations.
- C. The new employee orientation notice provided to the Association will include the date, time, and location of the orientation.
- D. For Department-level new employee orientations, representatives of the Association shall be permitted to make a presentation of up to sixty (60) minutes, and present written materials, during a portion of the orientation.
- E. A bargaining unit member attending orientation as an Association representative shall be given paid release time sufficient to cover the Association presentation and travel time. The Association will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

2.6 Assignment of Classes to Bargaining Units. The County shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Chief of Labor Relations 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 Chief of Labor Relations' 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. Upon request by an employee organization in accordance with subsection 2.10, Assignment of Classes to Bargaining Units, paragraph B above, the Chief of Labor Relations shall

meet and confer with the requesting organization(s), and with other recognized employee organizations when appropriate, to seek agreement on this matter within sixty (60) days after the ten (10) day period in subsection 2.10 (Assignment of Classes To Bargaining Units) 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.

SECTION 44 – TEMPORARY EMPLOYEES

44.5 Temporary Employee Grievances.

Temporary employees covered by this Memorandum of Understanding may grieve only alleged violation of:

- A. Section 1 (Recognition);
- B. Section 2 (Association Security), subsection 2.1 (Dues Deduction);
- C. Subsection 5.1 (General Wages), and
- D. The terms of this Section 44 except subsection 44.2 (Meet and Confer).



44.6 Association Dues [Remove Section 44.6 – Association Dues in its entirety]

The terms of this Side Letter are effective after it is approved by the Board of Supervisors and will be incorporated into the successor MOU between the County and the Association. All other terms and conditions of the MOU between Contra Costa County and the Association dated July 1, 2015 – June 30, 2018 remain unchanged by this Side Letter.

Date: 2/8/2019


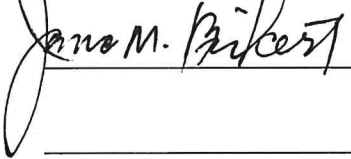
Contra Costa County:

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Deputy Sheriffs Association, Probation and Probation Supervisors Units:

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