

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

Revised March 3, 2022

The County of Alameda ("County") and the Services Employees International Union Local 1021 ("SEIU"), herein collectively referred to as the "Parties", have met and conferred and reached agreement on this Sideletter of Agreement ("Sideletter") to the 2015-2022 Memorandum of Understanding ("MOU") to modify Section 5. (Shop Stewards), by incorporating the requirements of Senate Bill 1085.

This Sideletter is intended to memorialize the agreement reached between the Parties and is not intended to supersede any other terms and conditions of employment contained in the MOU between the County and SEIU.

The Language in Section 5. is modified to read as follows:

SECTION 5. SHOP STEWARDS

5.A. PURPOSE. The County recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

5.B. ROLE OF STEWARD AND SUPERVISOR. The shop steward recognizes the fact that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, county or agency/department policy or MOU.

5.C. SELECTION OF STEWARDS. The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Agency/Department Head shall be advised in writing of the steward being replaced and the steward named to take his/her place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each agency/department concerned.

5.D. DUTIES AND RESPONSIBILITIES OF STEWARDS. The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

1. Duties and Time Limits

- a. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their normal work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.

- b. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.

To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The shop steward shall report such time to his/her supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.

1. If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
2. Stewards/employees who participate in the meet and confer process and/or participate on a Labor Management Team, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participating on a labor management team.

5.E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS. If management reassigns a shop steward which will leave his/her present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one (1) steward will be allowed time off from work upon one occasion to investigate the grievance.

5.F. CONDUCT OF MEETINGS. Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

5.G. LIMITATIONS OF TIME OFF. Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

5.H. SHOP STEWARD SIGNS. Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than four (4) inches by twelve (12) inches.

5.I. SHOP STEWARD/ELECTED OFFICERS EXTENDED LEAVE OF ABSENCE. Pursuant to the provisions of Senate Bill 1085 ("SB 1085")/Government Code Section 3558.8, upon written request of the Union to the Human Resource Services Employee and Labor Relations Division, and subject to Agency/Department Head approval, the County shall grant a steward or union officer of the Union a reasonable leave of absence without loss of compensation or other benefits. Leave granted under this subsection 5.I. (Shop Steward/Elected Officers Extended Leave of Absence) must be in full-day increments and may be on a full-time, part-time, periodic, or intermittent basis and is subject to the following procedures and conditions:

1. The Union shall submit a written request to the Agency/Department Head, with a copy to the County's Labor Relations Manager, at least 15 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and must include the following:
 - a. Name of Shop Steward or Elected Officer;
 - b. Classification;
 - c. Job Code;
 - d. Bargaining Unit; and
 - e. Dates and times of requested leave.

2. The leave shall be approved if the requested timeframe does not interfere with the performance of County services and Agency/Department operations and provided the following conditions are met, unless otherwise mutually agreed:
 - a. No more than three (3) employees shall be on leave at the same time for the purposes of subsection 5.I.;
 - b. Employees must have completed their probationary period. Employees who are approved for leave prior to the completion of their probationary period shall have their probationary period extended by the same period of time the employee is on leave under this subsection 5.I.; and
 - c. Employees are not on administrative leave for any other purpose.

3. Upon approval of the leave, the authorizing Agency/Department shall codify in a memorandum to the union of the approved leave dates in accordance with subsection 5.I. herein. For the duration of the employee's approved leave, the following shall apply:
 - a. The employee shall receive general wage increase(s) and step increases authorized for said classification as outlined in Section 16. (Wages).
 - b. The employee shall not work overtime or in any other capacity for the County during such time the employee is on leave as provided in subsection 5.I.
 - c. The Union shall reimburse the County for all benefits and compensation paid and earned/realized by the employee on leave, including but not limited to all wages, health and retirement benefits, and any related direct and indirect employer driven costs. The County shall provide the Union with an invoice detailing the direct and/or indirect employer driven costs.
 - d. The employee shall be covered by the Union's Workers' Compensation Insurance for the duration of the approved leave. The Union shall provide the County with a liability insurance certificate that covers any third-party claim that pertains to the conduct of the employee while they are acting as a representative of the Union.
 - e. Reimbursement by the Union shall occur within 30 business days of the County billing to the Union. The Union's failure to reimburse the County within 30 business days may be grounds for termination of the employee's otherwise approved leave.

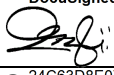
- At the conclusion or termination of the leave granted under this subsection 5.I., to the extent feasible, the steward or Elected Officer shall have a right to reinstate to the same position and work location they held prior to such leave. If the authorizing Agency/Department determines that by approving such leave, it may not be feasible to reinstate the steward or Elected Officer to the same position and/or work location upon completion of such leave, such concern shall be communicated to the union prior to approving said leave. In the event it is not feasible to reinstate the steward or Elected Officer to the same position and/or work location, the employee will be reinstated to a substantially similar position without loss of seniority, rank or classification.

4. _____

- 4.5. The Union shall hold harmless, defend, and indemnify the County and its officers, agents, and employees from and against any liability, claim, action, cost, expense, fee, damage or loss

attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation arising out of or during the course and scope of the employee's approved assignment.


For the County:

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Signature Date

3/7/2022

For SEIU Local 1021:

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Signature Date

3/7/2022