

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
SHERIFF'S SWORN UNIT (026, 027, & 028)**

AB 119, Janus and SB 866

The County of Alameda ("County") and the Alameda County Management Employees Association – Sheriff's Sworn Unit (026, 027 & 028) ("ACMEA (Sheriff's Sworn Unit)") [collectively herein, the "Parties"] have met and conferred and reached agreement on this Sideletter of Agreement ("Agreement") to the Memorandum of Understanding ("MOU") to: 1) strike reference to the Operating Engineers Local Union No. 3; and 2) integrating the provisions of Assembly Bill 119, the Janus v. American Federation of State, County and Municipal Employees, Council 31 decision and Senate Bill 866. This Agreement is intended to be an integral part of the MOU in effect between the Parties.

The Parties agree to the following language:

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "County," and the Alameda County Management Employees Association (Sheriff's Sworn Unit), hereafter designated as "ACMEA (Sheriff's Sworn Unit)," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period January 18, 2015 through February 6, 2021, for those employees working in representation units referred to in Section 1. (Recognition) hereof.

The Parties further agree that Section 3 (ACMEA Security) is replaced in its entirety as follows:

SECTION 3. ACMEA SECURITY

- A. NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by ACMEA (Sheriff's Sworn Unit), the County shall notify such person(s) that ACMEA (Sheriff's Sworn Unit) is the exclusive recognized bargaining agent for the employees in said representation unit.
- B. NOTICE TO RECOGNIZED ASSOCIATION.** The Sheriff shall post within the employee work or rest area at Santa Rita, North County Jail, Work Furlough, Headquarters, Eden Township Substation, Consolidated Criminal Records, Office of Emergency Services, and the Coroner's Bureau, a notice which sets forth the classifications within each representation unit referred to in Section 1. (Recognition) hereof and the name and address of ACMEA (Sheriff's Sworn Unit).
- C. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by ACMEA (Sheriff's Sworn Unit) that an employee has signed an authorization for the deduction of ACMEA (Sheriff's Sworn Unit) membership dues and/or designated fees, the County will deduct the appropriate dues or fees and premiums for approved insurance programs, as established and as may be changed from time to time by ACMEA (Sheriff's Sworn Unit), from employee's pay in conformity with State and County regulations. The County shall promptly remit such dues and/or fees to ACMEA (Sheriff's Sworn Unit). Employee requests to cancel or change such deductions must


be directed to ACMEA (Sheriff's Sworn Unit), rather than to the County. Deductions will continue unless the employee submits written revocation to ACMEA (Sheriff's Sworn Unit) in accordance with the ACMEA bylaws

No later than December 1st of each year, the County shall provide to ACMEA (Sheriff's Sworn Unit) the County's official annual calendar showing paydays for the following year. The ACMEA (Sheriff's Sworn Unit) will provide the County with written notice of each employee deduction authorization and/or revocation on or before Monday of a non-payday week. The effective date of the deductions and/or revocations of any existing authorizations for employees shall be the payday Friday following the ACMEA (Sheriff's Sworn Unit)'s notification to the County of the deduction authorization or revocation.

F. HOLD HARMLESS. The ACMEA (Sheriff's Sworn Unit) shall defend, indemnify and hold the County, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, approved ACMEA (Sheriff's Sworn Unit) insurance programs, and/or from complying with any ACMEA (Sheriff's Sworn Unit) requests for deductions or revocations made pursuant to this Section 3 (ACMEA Security), provided that the County provides notice to ACMEA (Sheriff's Sworn Unit) within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes ACMEA (Sheriff's Sworn Unit)'s obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the ACMEA (Sheriff's Sworn Unit) shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds, ACMEA (Sheriff's Sworn Unit) dues, or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.


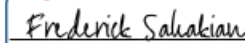
The Parties by and through their authorized agents and representatives agree to the terms of this Agreement subject to the adoption of this Agreement by the County of Alameda Board of Supervisors.

For County:

DocuSigned by:

Margarita Zamora
Labor Relations Manager

DATE: 10/1/2021

For ACMEA – Sheriff's Sworn Unit:

DocuSigned by:

John Coburn, Labor Relations Consultant
ACMEA
DocuSigned by:

Frederick Salakian, President
ACMEA

DATE: 10/1/2021