

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
SEIU – LOCAL 521 – UNITS 3, 4, 12, 22 & 36

DUES AND DEDUCTIONS

The Union shall have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to start or stop deductions directly to the Union and not to the County. The Union is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the County.

The Union will provide to the County an updated, certified deduction list of bargaining unit members who have provided written authorization for deductions. The County will make deductions for only those employees who are in the bargaining unit in accordance with such certified list. The Union will notify the County of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization, and will provide the County on a weekly basis, an updated, certified deduction list noting any specific changes from the last list provided to the County. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Union will pay the County's standard administrative fees for payroll deductions, which is currently estimated at \$0.03 per employee for all bargaining unit members, per pay period. Upon written notice from the County, the Union agrees to reopen and meet within 30 days of notice to increase administrative fees. Following the County's deductions of these administrative fees, the County will electronically transmit the balance of funds to the Union no later than thirty (30) days after the deductions occur.

S/S
Dues
paying

The Union shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.



County of Fresno

11-15-18

Date



SEIU – Local 521

Units 3, 4, 12, 22 & 36

11/15/18

Date

Union Representative Leave of Absence (SB 1085/Government Code 3558.8):

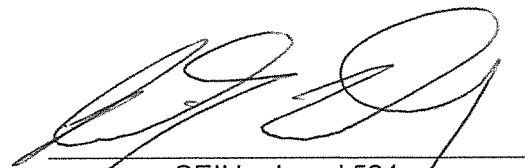
Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Union officer or steward shall submit a written request to the department head at least 15 business days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.
2. No more than three (3) employees per bargaining unit shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
3. The Union shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of ~~\$0.03 per employee for all bargaining unit members~~, per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within 30 days of notice ^{regarding SB} ~~to increase administrative fees.~~ *\$2.50 per employees on leave, SB*
4. Reimbursement by the Union shall occur ^{within 30 days of County billing} ~~within 30 days of County billing~~ ^{the SB} ~~Union.~~
5. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the County is held liable for any such act, omission or injury, the Union shall indemnify and hold harmless the County.


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