

The parties agree to delete the Agency Shop & Non Germane Objector's Fee Article within each respective MOU for Representation Units 3, 4, 12 & 22.

#### ~~AGENCY SHOP & NON-GERMANE OBJECTOR'S FEE~~

~~The County agrees to implement a system to deduct from SEIU LOCAL 521 (Union) bargaining unit employees' biweekly paychecks the non-germane objector's fee, and remit such funds directly to the Union.~~

~~The one-time startup costs shall be billed based on actual County staff time incurred at corresponding hourly rates per the Fresno County Master Schedule of Fees ("MSF"), not to exceed \$3,500. Startup costs shall be defined as the hourly labor costs which are necessarily incurred for set up of new deductions and testing through the end of the first deduction. The County shall provide the Union an itemized invoice(s) of startup costs incurred. The Union shall submit payment(s) to County within thirty (30) days of invoice date(s).~~

~~Ongoing annual costs (based on receiving an annual electronic file) shall be billed based on actual County staff time incurred at the corresponding MSF hourly rates on an annual basis (estimated to be \$550 annually based on current MSF), not to exceed \$850 annually. Ongoing costs shall be defined as the hourly labor costs which are necessarily incurred in adding, deleting, or modifying the rate of the non-germane objector's fee deduction from employees' biweekly paychecks. The County shall provide the Union an itemized invoice of ongoing annual costs incurred. The Union shall submit payment to the County within thirty (30) days of invoice date.~~

~~Upon request by the Union, the County shall provide the most current MSF, which is subject to change (i.e. rates could increase or decrease) at least once per year based on Board of Supervisor's approval.~~

~~The Union agrees to meet and confer at the request of the County if the volume of work associated with the on-going deductions (Union dues, service fee, religious exemption fee, or non-germane objector's fee) necessitates additional County staff time and costs incurred beyond \$850 annually.~~

~~The County shall accept annual electronic files in a mutually agreed upon format from the Union, and take deductions within thirty (30) calendar days from the bargaining unit employees' paychecks as reflected by the electronic files. Deductions shall begin and end, within thirty (30) calendar days, based on the file sent by the Union, provided there is enough net compensation in the employee's paycheck to accommodate the deduction. The Union is responsible for the accuracy of all deductions submitted. The County will assume that the data contained within the Union's electronic file is correct, and any incorrect deductions or refunds will be handled by the Union. The County will cooperate with any reasonable request(s) by the Union to adjust deductions or payments to address inaccuracies on a going forward basis.~~

~~Notwithstanding this addendum, any additional payroll deductions (beyond Union dues, service fees, religious exemption fees, or non-germane objector's fees) from bargaining unit employees for Union fees shall require mutual agreement by both parties.~~

~~The Union agrees to indemnify and hold the County harmless for any and all claims, demands, suits, or other action arising from this addendum.~~

~~The current Agency Shop Articles in the Memorandum of Understanding (MOU) for each respective bargaining unit shall be null and void. The following Agency Shop provision shall be effective the first pay period following the approval of the Board of Supervisors and will supersede the aforesaid articles for each respective MOU.~~

### **Agency Shop**

~~Pursuant to the Meyers Milius Brown Act, Government Code Section 3502.5, employees covered by this Memorandum of Understanding (MOU) shall, as a condition of continuing employment, become a member of the Union or shall pay a service fee in lieu of membership dues. Such dues or service fees are as set in accordance with the bylaws of the Union.~~

~~Any employee hired, promoted, demoted or transferred into a position subject to this MOU shall be provided, by the County, with a Notice of Agency Shop Provision during their first pay period of employment advising the employee of the agency shop agreement with the Union and of the requirement that all employees subject to the MOU must either join the Union or pay a service fee in lieu of membership dues to the Union unless the employee claims a religious exemption. The County shall automatically deduct the service fee established by the Union no later than the first pay period following the date of hire, promotion, demotion, or transfer unless the employee has provided a dues deduction form electing membership in the Union, or the employee has provided verification of the religious exemption. If the employee has not properly completed the authorization form of his/her choice and returned said form to the Auditor Controller/Treasurer Tax Collector's Office, the County shall continue to automatically deduct the service fee and thereafter until such time as the employee has provided a dues deduction form electing membership in the Union or the employee has provided verification of the religious exemption to the Auditor Controller/Treasurer Tax Collector's Office.~~

~~If a current employee is promoted, demoted or transferred into a position in another SEIU represented bargaining unit that is subject to an Agency Shop provision, the employee's current deduction status will continue (Union dues, service fee, religious exemption fee, or non-germane objector's fee).~~

### **Union Membership Withdrawal**

~~Union membership may be withdrawn pursuant to applicable Union bylaws. Any questions regarding the withdrawal of Union membership shall be directed to the Union.~~

### **Religious Exemption**

~~Any employee of the County subject to this MOU who wishes to request religious exemption, consistent with State and Federal law, must file such request with the Union. The employee will have an amount deducted from their pay, equal to the monthly fair share service fee, paid to a non-religious, non-labor charitable fund. The Religious Exemption Form is available from the Union only.~~

~~For purposes of this section, charitable deduction means a contribution to any non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of the employee's choice.~~

### **Non-Germane Objector's Fee**

~~Any employee of the County subject to this MOU, who is a service fee payer at the time of the "Hudson" notice mailing, shall receive a "Hudson" notice at a time determined by the Union, but at least once annually. Such notice will provide an allocation of the fees between chargeable and non-chargeable expenses. As explained in more detail in the "Hudson" notice, chargeable expenses are those that are germane to collective bargaining activities, whereas non-chargeable expenses are those which are not germane to collective bargaining. Each service fee payer will have the option to only pay for chargeable expenses required to cover any costs related to collective bargaining. Union service fee payers must submit a written objection to the Union indicating their intent to only pay for chargeable expenses at a time determined by the Union and consistent with the protocol the Union describes in the "Hudson" notice, but at least once annually. Any service fee payer, who fails to submit a timely and proper fee objection, as determined by the Union, will continue to have the service fee deducted from their bi-weekly paycheck.~~

### **Annual Electronic Files**

~~The County shall accept annual electronic files in a mutually agreed upon format from the Union, and take deductions within thirty (30) calendar days from the bargaining unit employees' paychecks as reflected by the electronic files. Deductions shall begin and end, within thirty (30) calendar days, based on the file sent by the Union, provided there is enough net compensation in the employee's paycheck to accommodate the deduction. The Union is responsible for the accuracy of all deductions submitted. The County will assume that the data contained within the Union's electronic file is correct, and any incorrect deductions or refunds will be handled by the Union. The County will cooperate with any reasonable request(s) by the Union to adjust deductions or payments to address inaccuracies on a going forward basis.~~

### **Financial Reports**

~~Upon request by the County, the Union shall submit copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959 to the County. Copies of such reports shall be available to employees subject to the agency shop requirement of this MOU at the Union Office.~~

### **Payroll Deductions and Dues/Fees Remittance**

~~The County shall deduct from the pay of each employee in a position subject to this MOU, Union dues or an amount equal to the service fee established by the Union, religious exemption fee, or non-germane objector's fee and shall transmit all said deductions to the Union no later than thirty (30) days after which said amounts were deducted.~~

~~Any additional payroll deductions (beyond Union dues, service fees, religious exemption fees, or non-germane objector's fees) from bargaining unit employees for Union fees shall require mutual agreement by both parties.~~

### Indemnification

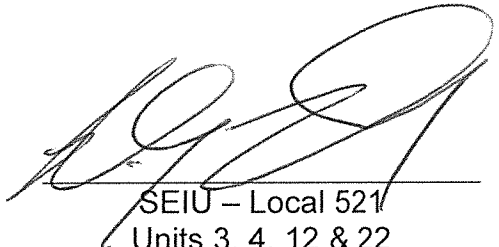
~~The Union shall indemnify, defend and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which may be imposed upon them relating to the County's compliance with the agency fee obligation including claims relating to the Union's use of the monies collected under these provisions.~~

### Waiver of Election for Newly Represented Employees

~~The addition of classifications to the bargaining unit in this MOU shall not require an election herein for the application of this agency shop provision to such classifications. Such employees of the newly added classifications shall be subject to the provisions of this Agency Shop Article the pay period following the approval of such addition by the Civil Service Commission or Board of Supervisors or on the date specified at the time of such approval.~~

  
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County of Fresno

11-15-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU - Local 521  
Units 3, 4, 12 & 22  
11/15/18  
\_\_\_\_\_  
Date

The parties agree to delete Article 4 – Dues Deduction within the Unit 36 MOU.

ARTICLE 4 – DUES DEDUCTION

~~Each employee may or may not become a Union member at their option.~~

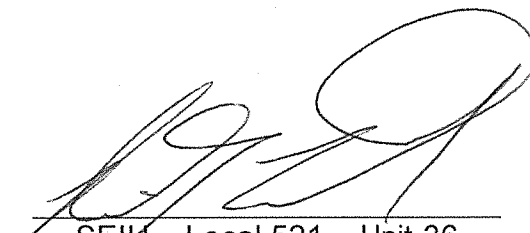
~~Union members may withdraw their membership annually during the month of November or when the job classification is removed from the Unit. After December 12, 1999, Union members wishing to withdraw their membership may do so upon request.~~

~~For each employee that opts to become a member, the County shall deduct, once each pay period, the amount of regular and periodic dues, fees, and other monies as may be agreed upon between the County and the Union under the authority of an authorization card furnished by the County and signed and dated by the employee. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union Office. The Department of Human Resources shall maintain a registry of members for Union inspection.~~

~~The Union agrees to indemnify and hold the County harmless from any and all claims, demands, suits, or any other action arising from this portion of this MOU.~~

  
\_\_\_\_\_  
County of Fresno

11-15-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU – Local 521 – Unit 36  
Supervisory Employees

11/15/18  
\_\_\_\_\_  
Date