

SIDE LETTER TO THE
2012 – 2016
MEMORANDUM OF UNDERSTANDING
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
AND
THE COUNTY OF RIVERSIDE

The parties hereto agree to amend the 2012-2016 Memorandum of Understanding (MOU) between SEIU and the County regarding the automatic payroll deduction of biweekly dues and agency service fees as follows:

ARTICLE 23
AGENCY SHOP

(The provisions of this Article are not applicable to employees in the Supervisory Unit)

Member Dues and Agency Fee Payers: Subject to the provisions set forth below, the County shall **automatically** deduct and remit **to the** SEIU biweekly **member dues, or agency** service fees **equal to the amount of member dues** ~~or dues, as appropriate,~~ **from all SEIU represented employees for fee payers/members of SEIU.** SEIU shall inform the County in writing of the applicable rate of such deductions.

Payroll deductions for all employees classified as “SEIU Member Dues” and/or “SEIU Agency Fee Payers” shall be at the full member dues rate and subject to an agency fee payer rebate program administered by the Union. Unless otherwise specified by the Union to the County in writing, all employees shall be initially designated as “SEIU Agency Fee Payers” upon new hire, promotion, demotion, and/or transfer into an SEIU represented classification. Employees who have already been identified as “SEIU Member Dues” that promote, demote, or transfer from one SEIU represented classification into another SEIU represented classification shall remain as an “SEIU Member Dues” unless otherwise specified in writing by the Union.

All SEIU represented employees must join the Union or become an agency fee payer.

Current employees in the unit who are now SEIU members shall remain SEIU members for the period of this MOU.

For eEmployees who are **newly hired, promoted, demoted, or transferred** on or after the effective date of this MOU, ~~and are~~ **into** a job classification within a representation unit of SEIU covered by this MOU, ~~pursuant to the the County, in conformance with the~~ provisions of Government Code Section 3508.5(b), **the County** shall **automatically**

deduct the payment of **agency** service fees **equal to the amount of member dues** to SEIU from the employees' **biweekly** paychecks, **until such time that the employee may opt to join the Union.**

~~Furthermore, employees hired on or after July 3, 1986, shall, within thirty (30) days from the effective date of this MOU, become a member of SEIU or, pursuant to the provisions of Government Code 3508.5(b) the County shall automatically deduct the payment of service fees to SEIU from the employee's biweekly paycheck.~~

Payroll Deductions: The County shall provide SEIU with separate payroll codes to identify the automatic payroll deductions for SEIU Member Dues, SEIU Agency Fee Payers, SEIU COPE Contributions, and SEIU Religious Objectors. **Dues All payroll deductions for SEIU** withheld by the County shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

Agency Fee Rebate Program: SEIU shall be responsible for implementing and administering an annual agency fee rebate program for eligible unit employees. Employees shall contact SEIU directly regarding all inquiries on the agency fee rebate program.

Condition of Employment: The parties agree that the obligations herein are a condition of continued employment for all unit members. The parties further agree that the failure of any unit member to remain a member in good standing of SEIU or pay **agency service fees** the equivalent of SEIU **member** dues during the term of this MOU shall constitute, generally, just and reasonable cause for termination.

~~The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.~~

Exemption for Religious Objectors: No unit member shall be required to join SEIU or to make an agency **service** fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with SEIU to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee. **The Union shall notify the County in writing of any employee to be classified as an "SEIU Religious Objector". The County shall automatically deduct an amount equal to the amount of member dues for SEIU for any such employee and the Union will donate the equivalent amount to a charitable fund chosen by the employee.**

Delinquency of Payments: Whenever a unit member shall be delinquent in the payment of **member** dues or **agency service** fees, SEIU shall give the unit member written notice

thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director, or designee. In the event the unit member fails to cure said delinquency, SEIU shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable State laws.

Voluntary Political Contributions: The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member. **Payroll deductions for all employees classified as an "SEIU COPE Contributor" shall be at the rate voluntarily designated by the employee. The Union shall notify the County in writing of the applicable rate of deduction for any such employee(s).**

Financial Reporting Requirements: SEIU shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principle officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

Rescission: This organizational security agreement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to Government Code Section 3502.5(b).

Indemnity Clause: SEIU will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article.

SEIU's indemnity obligation is more fully set forth as follows: SEIU will defend, indemnify and hold harmless the County of Riverside from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, SEIU shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the County because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEIU shall not diminish SEIU's indemnification obligations under this MOU.

The County, immediately upon receipt of notice of such legal action, shall inform SEIU of such action, provide SEIU with all information, documents, and assistance necessary for SEIU's defense or settlement of such action and fully cooperate with SEIU in providing all necessary witnesses, experts and assistance necessary for said defense.

SEIU upon its compromise or settlement of such action shall immediately pay the parties for such action all sums due under such settlement or compromise. SEIU, upon final order and judgment of a Court of competent jurisdiction awarding damages to any employee of the County, shall immediately pay to such employee all sums owing under such order and judgment.

Effective January 1, 2005, all SEIU represented employees, including those hired prior to July 3, 1986, must join the Union or become "fair share" (fee) payers.

ARTICLE 24
MAINTENANCE OF MEMBERSHIP
(Supervisory Unit Only)

Member Dues and Agency Fee Payers: Payroll deductions for all employees classified as "SEIU Member Dues" and/or "SEIU Agency Fee Payers" shall be at the full member dues rate and subject to an agency fee payer rebate program administered by the Union. Unless otherwise specified by the Union to the County in writing, all employees shall be initially designated as "SEIU Agency Fee Payers" upon new hire, promotion, demotion, and/or transfer into an SEIU represented classification. Employees who have already been identified as "SEIU Member Dues" that promote, demote, or transfer from one SEIU represented classification into another SEIU represented classification shall remain as an "SEIU Member Dues" unless otherwise specified in writing by the Union.

Current eEmployees in the Supervisory representation unit who are **now** members of SEIU ~~on June 29, 1989,~~ shall remain SEIU members during the period covered by this MOU. ~~Such employees may withdraw during the month of April of any year as described below.~~

Payroll Deductions: The County shall provide SEIU with separate payroll codes to identify the automatic payroll deductions for SEIU Member Dues, SEIU Agency Fee Payers, SEIU COPE Contributions, SEIU Religious Objectors and SEIU Supervisory Exempt. Payroll deductions for SEIU withheld by the County shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

Agency Fee Rebate Program: SEIU shall be responsible for implementing and administering an annual agency fee rebate program for eligible unit employees. Employees shall contact SEIU directly regarding all inquiries on the agency fee rebate program.

Exemption for Religious Objectors: No unit member shall be required to join SEIU or to make an agency service fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with SEIU to satisfy their obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee. The Union shall notify the County in writing of any employee to be classified as an "SEIU Religious Objector". The County shall automatically deduct an amount equal to the amount of member

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dues for SEIU for any such employee and the Union will donate the equivalent amount to a charitable fund chosen by the employee.

Voluntary Political Contributions: The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member. Payroll deductions for all employees classified as an "SEIU COPE Contributor" shall be at the rate voluntarily designated by the employee. The Union shall notify the County in writing of the applicable rate of deduction for any such employee(s).

Opt-Out Provision: Supervisory unit employees may withdraw during the month of April of any year as described below.

Any **Supervisory unit** employee desiring to revoke their authorization for **member dues, or to stop the automatic payment of agency service fees**, shall forward a letter by United States Mail or in person to SEIU; setting forth his/her desire to remove said authorization **or deductions** and may include reasons thereof. To be considered, a letter shall be received by SEIU on or after April 1st, but no later than the last working day of April. SEIU shall promptly forward a stop deduction to County payroll in the manner provided by the County.

The Union shall notify the County in writing of any Supervisory unit employee to be classified as "SEIU Supervisory Exempt". The County shall not automatically deduct the payment of member dues, or agency service fees equal to the amount of member dues for SEIU, for any such employee and the payroll deduction shall be listed as zero (\$0).

Failure to timely notify SEIU as described above shall be deemed abandonment of the right to revocation until the next appropriate time period.

Indemnity Clause: Hold Harmless: SEIU shall indemnify and hold the County harmless from any and all claims, demands, suits or any other action arising from these maintenance of membership provisions.


The intent of this amendment is to streamline the process of automatic payroll deductions for both parties through the establishment of separate payroll codes for such deductions and the implementation of an agency fee payer rebate program. In return, SEIU agrees not to seek payment(s) directly from the County for any disputed payroll deductions that may, or may not, have occurred prior to the signing of this letter. SEIU retains the right to seek restoration of compensation regarding any future payroll deduction errors that may occur.

These provisions are effective August 22, 2013 (PP#19-2013) at which time the County shall begin deducting the current biweekly rate of \$12.00 from all SEIU represented employees unless otherwise notified in writing by the Union.

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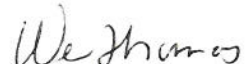
The County agrees to provide the Union with a report on August 8, 2013 reflecting PP#17-2013 union related payroll deductions for all SEIU represented employees.



Sarah Franco
County of Riverside

7/22/13

Date



Wendy Thomas
SEIU Local 721

07/22/2013

Date