SIDELETTER AGREEMENT
SEIU Local 521
Bargaining Units 2, 3, 4, 12, 22 and 36
Union-Sponsored Voluntary Term Life Insurance

The County of Fresno ("County") and SEIU Local 521 ("Union") acknowledge and agree to the following conditions as it pertains to Union-sponsored voluntary term life insurance for bargaining units 2, 3, 4, 12, 22, and 36:

1. The County agrees to deduct from SEIU bargaining unit members' biweekly paychecks premiums for Union-sponsored voluntary term life insurance, and to remit such funds directly to the term life insurance provider selected by the Union (currently Mutual of Omaha), pursuant to paragraph 5 below.

2. The parties agree that the one-time startup costs (based on receiving a biweekly electronic file) 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 $3,220. 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 of startup costs incurred. The Union agrees to submit payment to County within thirty (30) days of invoice date.

3. The Union agrees that ongoing costs (based on receiving a biweekly electronic file) shall be billed based on actual County staff time incurred at the corresponding MSF hourly rates on a quarterly basis. Ongoing costs shall be defined as the hourly labor costs which are necessarily incurred in adding or deleting the voluntary term life insurance deduction from members' payroll. The County shall provide the Union an itemized invoice of ongoing costs incurred. The Union agrees to submit payment to County within thirty (30) days of invoice date.

4. 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.

5. The County agrees to accept biweekly electronic files in a mutually agreed upon format from the administrator of the life insurance provider, and take deductions from the participating employees' paychecks as reflected by the administrator. The Union agrees that the administrator is responsible for the accuracy of all deductions submitted. Any incorrect deductions or refunds will be handled by the administrator.

6. The County agrees that deductions shall begin and end based on the file sent by the administrator of the life insurance provider, provided there is enough net compensation in the employee's check to accommodate the deduction.

7. County agrees to provide to employees the same information regarding this plan as it does with regard to all other non-County-sponsored voluntary plans.
8. This agreement shall become effective no later than March 5, 2012 (pay date March 30, 2012), and consistent with the Computer Programming Modifications article in the respective MOUs.

9. The parties agree that any future payroll deductions for Union-sponsored optional benefits for its members shall require mutual agreement by both parties.

10. As it relates to the Agency Shop provision in the respective MOUs, the parties agree that the language: “and insurance premiums” shall be null and void. Furthermore, as it relates to the Dues Deduction provision in the Unit 36 MOU, the parties agree that the language “other monies” shall be null and void. Nothing in this sideletter of agreement is intended to affect or impact the voluntary long-term disability program.

11. The parties agree that the continuation of the Union sponsored voluntary life insurance program for Bargaining Units 2, 3, 4, 12, 22 and 36 may be negotiated with each successor MOU beginning no sooner than December 9, 2015.

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

13. Alleged violations of this sideletter shall be adjudicated under the Employee Grievance Resolution Procedure contained in the MOUs.

14. The parties agree to split equally the cost of the arbitrator's fee, which arises out of the arbitration that was scheduled for February 8, 2012.

County of Fresno

SEIU – Local 521
Unit 2, 3, 4, 12, 22 and 36

27-12
Date