



MEMORANDUM OF UNDERSTANDING

Between City Of Bellingham

And

Washington State Council of County
And City Employees, AFSCME, AFL-CIO Local 114L

Modification to Article 3 – Union Membership

- I. **PURPOSE:** This Memorandum of Understanding is to modify Article 3 – Union Membership to remain compliant with the recent Janus decision from the Supreme Court of the United States.
- II. **SCOPE:** This agreement covers all employees in AFSCME 114L.
- III. **AGREEMENT:**

WHEREAS, AFSCME Local 114L and the City of Bellingham desire clarity in contract language and;

WHEREAS, both parties have a mutual interest in updating contract language to be compliant with the recent Janus decision from the Supreme Court of the United States and;

NOW, THEREFORE, the parties agree to the following modifications to Article 3 of the 2018-2019 Collective Bargaining Agreement.

3.1 *Bargaining Unit Member*

All members of the bargaining unit who are members of the Union at the signing of this agreement will remain members in good standing. Should a bargaining unit member accept a position that is either non-represented (E-Team) or represented by another City bargaining unit, such person will no longer be a member of this bargaining unit on the effective date of the appointment.

The Employer shall remain neutral when communicating with employees about Union membership and direct employees to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorization for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employees. The parties agree that this Article will be interpreted consistently with state and federal law.

3.3 Payroll Deduction

Effective upon ratification of this Agreement and upon receipt of a librarian's payroll deduction authorization form, the Employer shall make automatic deductions from the librarian's pay for regular Union dues, service fees, assessments and initiation fees. The authorization for Union membership and/or dues is valid whether executed in writing or electronically.

~~3.4 — Non liability for Compliance~~

~~The Union shall hold the Employer harmless from all claims asserted and lawsuits commenced by or on behalf of librarians, due to action taken by the Employer in compliance with this Article. Further, the Employer shall consult with the Union or its designee respecting all claims and/or lawsuits with respect to this Article.~~

3.4 Indemnification

The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article.

EXECUTED, this 11 day of July, 2019 for AFSCME Local 114L:

Joseph D. Davis
Council 2 Staff Representative

John J. [Signature]
President, AFSCME Local #114L

DATED this 17th day of July, 2019 for the CITY OF BELLINGHAM:

Kelli Lind
Mayor

ATTEST: [Signature]
Finance Director

Kaycee Johnson
Human Resources Services Manager

APPROVED AS TO FORM:

[Signature]
Office of the City Attorney