CITY OF BELLINGHAM
CONTRACT #
2019-0222

**MEMORANDUM OF UNDERSTANDING**
**CITY OF BELLINGHAM**
**AND**
**WHATCOMM DISPATCHER'S GUILD**

**Modification to Guild Security Provision**

## I. PURPOSE:

This Memorandum of Understanding (MOU) modifies existing language in the Collective Bargaining Agreement between the City of Bellingham and the What-Comm Dispatcher's Guild.

## II. SCOPE:

This Memorandum of Understanding includes all employees covered under the Collective Bargaining Agreement between the City of Bellingham and the What-Comm Dispatcher's Guild.

## III. AGREEMENT:

**Whereas,** it has been recognized by both the What-Comm Dispatcher's Guild and the City of Bellingham that the recent *Janus* decision by the Supreme Court prohibits contract provisions that require employees to pay any monies to a union as a condition of employment, therefore the current security provision is no longer lawful;

**Now**, the parties hereby agree as follows:

The following contract language shall be altered to reflect the new language as shown below in red, and with the deleted wording shown in red strike-through:

**ARTICLE 2: GUILD MEMBERSHIP~~SECURITY~~**

**2.1 Membership Dues and Fees.** All employees covered by this Agreement may voluntarily become members of the What-Comm Guild ~~shall, as a condition of continued employment, within thirty (30) days after employment in a position represented by the Guild, either (1)~~ by paying the Guild the regular initiation fee and regular monthly dues uniformly required of members. ~~, or (2) pay an amount established by the Guild as Agency Fees not to exceed regular dues and fees uniformly required of its members.~~ At the written request of the President of the What-Comm Guild, individual members may either be exempted from or pay reduced monthly dues. The President of the Guild shall give the City thirty (30) days' notice of any dues change for a member. ~~Failure by an employee to satisfy the above paragraph of this section shall constitute just cause for dismissal provided the Guild notifies the City and the affected employee of its intent to seek dismissal of the affected employee within thirty (30) days of making a request for dismissal. At the expiration of thirty (30) days' notice, the Guild may request dismissal in writing. Discharge must occur within thirty (30) days of such request.~~

~~**2.2 Religious Exemption.** If an employee can substitute, in accordance with existing law, bona fide religious beliefs or tenets which prohibit the employee from paying dues or otherwise contributing to a labor organization, such employee shall notify both the Employer and the Guild, in writing of his or her objection to membership in the Guild, and shall pay an amount of money equivalent to regular guild dues and initiation fees to a non-religious charitable organization mutually agreed upon by the employee affected and the Guild. If the employee and the Guild do not reach agreement on such matter, the Public Employee Relations Commission shall designate the charitable organization.~~

**2.2~~3~~ Dues Deduction Procedure.** The City shall deduct regular monthly dues and initiation fees from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to the Guild monthly. It is the responsibility of the employee to notify the City in writing if they revoke authorization for Guild dues deductions. The Guild will indemnify, defend and hold the City harmless against any claims made and any suit instituted against the City on account of the application of any provision of this Article as it relates to the collection of the Guild dues and assessments. The City shall notify the Guild of changes in employment status on a monthly basis.

**EXECUTED,** this 9 day of APRIL, 2019 for the **Guild:**

**Karen VanderVeen, President**

**EXECUTED,** this 19th day of April, 2019 for the **City of Bellingham**

**Mayor**

Pro Tempore

**ATTEST:**

**Finance Director**

**DEPARTMENTAL APPROVAL:**

**Police Chief**

Kaylee Johnson

**Human Resources Services Manager**

**APPROVED AS TO FORM:**

**Bellingham City Attorney**