

**MEMORANUM OF UNDERSTANDING  
BETWEEN  
LINCOLN COUNTY AND THE LINCOLN COUNTY EMPLOYEES ASSOCIATION  
REGARDING LCEA MEMBERSHIP, FAIR SHARE AND DUES**

The parties have reached an agreement on the CBA for the July 1, 2018, to June 30, 2021 period regarding LCEA membership, fair share and dues. This language amendment follows the United States Supreme Court decision in Janus vs. AFSCME, Council 31, No. 16-1466, 585 U.S. \_\_\_\_ (2018). This Memorandum of Understanding is intended to supplement the CBA as outlined below. This Memorandum of Understanding supersedes any previous language on this topic.

The parties agree to amend the July 1, 2018, to June 30, 2021 CBA as outlined below. (deleted language is shown with a strike through; new language is set forth in bold.)

ARTICLE 4  
**LCEA MEMBERSHIP FAIR SHARE AND DUES CHECKOFF**

Section 1 - Membership:

Membership or nonmembership in the Association shall be the individual choice of employees within the bargaining unit. The Association and the County shall continue the current practice of providing new employees with the opportunity of expressing the individual's choice for membership or nonmembership in the Association.

~~Section 2 - Fair Share:~~

~~The County agrees to withhold a fair share increment equivalent to the regular dues of Association members from non-Association bargaining unit members, except as provided in Sections 3 and 4 below.~~

~~Section 3 - Application of Fair Share:~~

~~Non-Association bargaining unit members who have been continuously employed by the County prior to October 23, 1985, and who have chosen not to file a fair share withholding agreement with the County shall not be subject to fair share.~~

~~Section 4 - Right of Non-Association:~~

~~The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay a fair share amount described hereinabove to a non-religious charity or to~~

~~another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish proof to the Association that this has been done.~~

Section 5- 2- Dues Checkoff:

**The Association will provide the County with written documentation from each employee of the Association who elects to be a member.** The County agrees to deduct from the earnings of each employee, each pay period, the regular dues for Association members ~~and the fair share increments from all non-Association members of the bargaining unit except as provided in Sections 3 and 4 above.~~ The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Association on behalf of all employees involved. The County will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 6- 3- Effective Date; Notification:

The effective date of withholding Association membership dues ~~or fair share amount~~ shall be the first paycheck. **In the event a member asks the County Personnel Department in writing to be removed from the Association, the County Personnel Department shall promptly notify the Association President, and the County shall cease deduction of dues starting with the next paycheck after receipt of notice from the member. In the event a member asks the Association, through one of its officers, in writing, to be removed from the Association, the County shall cease deduction of dues starting with the next paycheck after receipt of notice from the Association.**

Section 7 4- Hold Harmless:

The Association agrees that it will indemnify, defend and save the County harmless from all suits, actions, proceedings, and claims against the County, or persons acting on behalf of the County, whether for damages, compensations, reinstatement or a combination hereof arising out of the County's implementation of this Article.

Section 8 5- New Employee Orientation

When a newly hired or appointed employee within the Association bargaining unit is provided orientation by the County to the employee's new position, an Association representative will be allowed up to 15 minutes to welcome the employee to the County and to review membership in the Association.

~~Note: Fair Share is at issue in light of Janus v. AFSCME, a case before the US Supreme Court. This is a placeholder on this issue pending the decision of the Supreme Court.~~

The undersigned are authorized to enter into this Memorandum of Agreement and to bind their respective parties.

Lincoln County Employees Association

\_\_\_\_\_  
David Wood  
President  
Dated: \_\_\_\_\_

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Kevin Keane  
Attorney for LCEA  
Dated: \_\_\_\_\_

Lincoln County:

\_\_\_\_\_  
Michael Hereford  
Lincoln County Personnel Director  
Dated: \_\_\_\_\_