

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LINCOLN COUNTY AND THE LINCOLN COUNTY EMPLOYEES ASSOCIATION
(TRANSIT)
REGARDING 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 Transit 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 3**

LCEA TRANSIT MEMBERSHIP ~~FAIR SHARE~~ AND DUES CHECKOFF

1. ~~All permanent employees covered by the terms and conditions of this contract shall become members of LCEA or pay the equivalent of dues and initiation fee to LCEA. The District shall inform all newly hired employees of the above requirement at the time of their employment.~~ **Membership or non-membership in the Association shall be the individual choice of employees within the bargaining unit. The Association and the District shall continue the current practice of providing new employees with the opportunity of expressing the individual's choice for membership or non-membership in the Association.**
2. The effective date of ~~fair share~~ or dues payment shall be the employee's 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 the 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.**
3. ~~Any individual employee's objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require the employee to inform the District and LCEA of the objection. The employee will meet with the representative of LCEA and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a nonreligious charity.~~

- 4-3. **The Association will provide the District with written documentation from each employee of the Association who elects to be a member.** The District will deduct LCEA dues ~~or fair share~~ from the wages of the employees, subject to the provisions of this contract. LCEA will indemnify, defend and hold the District harmless against any claims made or any suit instituted against the District on account of any payroll deduction for LCEA. LCEA will refund to the District any amount paid to it in error.
- 5 4. The aggregate deductions of all employees shall be remitted together with an itemized statement to LCEA by the 10th of the succeeding month after such deductions are made.
5. **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 the 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 (Transit)

 David Wood
 President
 Dated: _____

 Kevin Keane
 Attorney for LCEA (Transit)
 Dated: _____

Lincoln County:

 Michael Hereford
 Lincoln County Personnel Director
 Dated: _____