

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this 7th day of **September** 2018, between the Board of Education of Pleasant Hill District #69 (the "Board" or the "District") and the Pleasant Hill Federation of Teachers Local #4844 (the "Union").

WHEREAS, the Union is the exclusive bargaining agent of all employees listed in Article II of the Collective Bargaining Agreement (the "CBA") at the District; and

WHEREAS, the Union and the District are parties to a CBA which expires August 15, 2020; and

WHEREAS, the CBA provides for the deduction, and remittance to the Union, of certain dues and fair share fees of union and non-union members covered by the Agreement; and

WHEREAS, the United States Supreme Court recently issued a decision in the case of Janus vs. AFSCME ("Janus") that the collection of dues and agency or fair share fees by public employers without the individual employee's specific consent and authorization violates the First Amendment to the United States Constitution; and

WHEREAS, the Board and the Union recognize that continued collection and remittance of such dues and fees without the specific authorization of the employee is no longer lawful; and

WHEREAS, the Janus decision did not change the parties' relationship under the Illinois Educational Labor Relations Act (the "Act"); and

WHEREAS, the parties agree to the following definitions for employees covered by the CBA:

DEFINITIONS

"Bargaining Unit Member" is an individual who is covered by the collective bargaining agreement. An individual can be a bargaining unit member, but not pay dues to the union or be a member of the union.

"Union Dues Payer" is an individual who is in the bargaining unit and has signed a dues authorization card with the union, allowing the employer to deduct dues from his/her paycheck to remit to the union. An individual can be a union dues payer and not be a union member.

"Union Member" is an individual who has signed a membership card with the union.

"Non-Union Member" is an individual who is a bargaining unit member and no longer pays any fees to the Union.

IT IS THEREFORE AGREED:

1. The recitals set forth above are true and correct.
2. The Board shall cease the collection and remittance to the Union of all dues and fees from all employees who have not signed authorization to deduct such dues or fees.

3. The Parties Agree to remove ARTICLE FAIR SHARE from the Collective Bargaining Agreement effective immediately.
4. Dues Deduction – The dues of Bargaining Unit Members who have given written consent via cards by the Union shall be deducted by the Payroll Department. This authorization shall remain in effect from year to year until cancelled by the participating Bargaining Unit Member. The Payroll Department shall be informed by the Union of the amount to be deducted for the affected year.
5. The Parties agree that the union will maintain accurate records of authorization and will make such records available to the district upon receipt.
6. The Union shall be responsible for informing the District of the dollar amount to be deducted for each applicant. The District will not deduct any Union fees until the Union has verified the dollar amount of each deduction.

IN WITNESS WHEREOF, the Union and the District have caused this Agreement to be executed by the signatures of their authorized representatives as set forth below.

Pleasant Hill Federation of Teachers Local #4844, IFT-AFT/AFL-CIO **Pleasant Hill District #69**

By: Ann M Kluesner
President

Date: Sept. 7, 2018

By: [Signature]
Board Chairman

Date: 9/20, 2018