

**LETTER OF AGREEMENT
FOR CHECK-OFF OF UNION DUES OR FEES AND FOR
UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS
AND EMPLOYEE INFORMATION**

**Between the Village of Oak Park and the International Association of Machinists and
Aerospace Workers, Local Lodge 701**

Purpose

The purpose of this Letter of Agreement (hereinafter, "Agreement") is to memorialize the rights and obligations of The Village of Oak Park (hereinafter, "Employer") and the International Association of Machinists and Aerospace Workers, Local Lodge 701 (hereinafter, "Union") (collectively, the "Parties"). This Agreement applies to all the bargaining units for which Union is the certified or recognized employee organization. If a conflict exists between the parties' collective bargaining agreement and this Article, the terms of this Article and Agreement shall control.

UNION MEMBERSHIP AND DUES OR FEE CHECK OFF

I. Application

This section of the Agreement concerns practices and changes to the provisions of collective bargaining agreements or other agreements between the Parties concerning union membership, membership dues, agency fees or service fees for non-member employees, and provisions governing check-off or withholding of dues or fees from employee paychecks, in light of the Supreme Court decision in *Janus v. AFSCME*, decided on June 27, 2018.

II. Membership

The parties will continue to follow Articles of Agreement and Article 2 of the CBA related to Union membership and dues deduction.

III. Non-Member Employees

All bargaining unit employees may voluntarily choose to join the union, or may decline to join the Union. If a member chooses to resign from the Union, that decision will be effective immediately upon the employee's providing written notice to the Union, although the dues check off provisions will continue until the employee has given proper notice in accordance with the Article 2 of the CBA. Bargaining unit employees who decline to join, or resign from, the Union may either agree to become agency fee payers to support the costs associated with union representation, or may choose to be nonmembers who offer no financial support to the Union.

The Union agrees that it will treat all employees who became agency fee payers *before* June 27, 2018, as nonmembers who do not wish to continue as agency fee payers after June 27. The Union will not treat any non-member as an agency fee payer unless, after June 27, the non-member voluntarily and in writing agrees to pay the Union an agency fee to support the costs associated with their representation.

IV. Dues or Fees Check-Off

Employees that choose to become either union members, or union agency fee payers, may also agree to have the Employer withhold monthly union dues or servicing fees from their paychecks. The process for the Union informing the Employer of the membership status, and of the employee's agreement to dues check-off, remains unchanged.

Notwithstanding any check-off agreement to the contrary, the Employer shall immediately cease withholding fees from any non-member employee who had previously agreed to have union agency fees withheld from his or her paycheck, until such time as it is provided documentation establishing that the employee voluntarily and in writing agrees either to join the Union and have dues withheld, or agrees after June 27, 2018 to become an agency fee payer and have fees withheld.

If a represented employee informs the Employer that they are having fees improperly withheld from their paycheck, the Employer shall immediately inform the Union of this communication, and the Union within five business days shall either provide the Employer with documents establishing that the check-off is legitimate as set out in this Agreement, or shall inform the Employer to stop withholding union fees for that employee. If the Union does not provide the required documentation within the time period set out above, the Employer shall stop withholding dues or fees until such time as the Union provides the required documentation.

MEETINGS WITH NEWLY-HIRED EMPLOYEES

I. Application

This section of the Agreement concerns the Union's right to meet with new employees. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and regardless of whether the newly hired employee was previously employed by the Employer.

II. Notice and Access

- A. Written Notice: The Employer shall provide the Union written notice of newly hired employees as set forth in this Agreement.
- B. Single Point of Contact: The Union agrees to provide the Employer a single point of contact, and the Employer agrees to provide the Union with a single point of contact, to implement the matters addressed in this Agreement.
- C. New Hire Meeting: If the Union representative is available and/or if the employee union steward is available per the approval of their supervisor, the Employer will schedule a meeting between newly hired employees and the designated Union representative. The Employer shall provide written notice by email to the designated union representative of the time and place of such meeting. Any meeting, if scheduled, will take place during the Employer's orientation process for the new employee as outlined in Paragraph D below. The union representative or employee steward shall respond by email confirming the Union's availability to attend the meeting, otherwise the meeting will be canceled.
- D. Union Access and Presentation: The Union shall be permitted to have one (15) fifteen minute orientation with the new employee during orientation as scheduled above in Paragraph C during normal work hours, on a one-time basis. No representative of the Employer shall be present during the Union's presentation.

III. Employee Information

- A. Employer Reports to Union: The Employer shall provide the Union with the following: Name, job title, department, work location. The Employer must provide this information to the Union within 30 days of hire.

IV. Term

This Letter of Agreement shall become effective upon execution, and remain in effect during the remaining term of the existing collective bargaining agreement.

We agree to the above:

Cara Pavlicek
Village Manager
The Village of Oak Park

Date

Mark J. Grasseschi
Business Representative
Automobile Mechanics' Local 701

Date