

MEMORANDUM OF AGREEMENT

Date: February 8, 2023

Parties to the Agreement: Kalispell Maintenance Engineers and Grounds Association (Union) and Kalispell School District No. 5 and High School district (district)

Effective Date: Upon Authorized Signatures

The Parties Agree:

1. The purpose of this MOA is to edit and delete, **ARTICLE 3 UNION DUES and REPRESENTATION FEE** as edited below:

ARTICLE 3 UNION DUES and REPRESENTATION FEE

3.1 The District agrees to deduct in twelve equal installments from the wages of each bargaining Union member who has provided the District written authorization the amount of annual membership dues and will remit same to the Secretary-Treasurer of the Union within 10 days following the deduction. The Union's continuing membership application form will serve as the recognized authorization form. The Union shall certify to the district the amount of the annual dues to be deducted by June 30 of each year. Dues deduction authorizations received by the district during the fiscal year will be prorated over the remaining payments of the employee's current wages.

3.2 Membership, Representation Fee, and Religious Objection

3.2.1 The Union as the exclusive representative of all employees in the bargaining Union will represent such persons fairly, whether members or not. Membership shall be made available to all who apply, consistent with the Union constitution and policies. ~~For purposes of representation, each employee who is not a Union member shall pay to the Union an amount no greater than the annual unified membership dues as a condition of employment, the actual amount to be determined by the Union consistent with applicable law. Such deductions will be handled in the same manner as dues deductions.~~

3.2.2 ~~Any dispute concerning the amount, propriety, or the method of collection of the representation fee shall be solely between the affected bargaining Union member and the Union.~~

3.2.3 ~~Religious Objectors: A bargaining Union member who believes that he or she qualifies for religious exclusion from paying dues or representation fees shall notify the president of the Union in writing of such. The president shall forward in a timely manner the written notice to the MFPE will contact the bargaining Union member who believes that he or she qualifies for religious exemption and if the bargaining member does qualify for religious exemption, establish an agreement with the union member for~~

~~the payment of an amount equal to the representation fee to a mutually agreeable charity. The amount will be deducted from the bargaining union member's wages will be handled in the same manner as dues and representation fee deductions are. The MFPE will contribute the payment(s) to a charity designated by the Union MFPE will provide the qualified religious objector written documentation of the contribution to the charity. All religious objections will be processed in compliance with applicable law.~~

~~3.2.4~~ 3.2.2 The School District agrees to accept and honor voluntary individual written assignments of wages or salaries due and owing employees covered by this Agreement in initiation, reinstatement, services charge and dues. The District shall notify the Union by email of all new hires and terminations within 30 days of such activity. The amounts to be deducted shall be certified to the School District by the Union, and the aggregate deductions of all employees shall be remitted to MFPE by the tenth of the succeeding month, after such deductions are made.

~~3.2.5~~ 3.2.3 Indemnification and Hold Harmless: The Union agrees to indemnify and hold harmless the District against any and all claims, suits, or other forms of liability, and all court costs and attorney's fees arising out of the provisions in this Agreement between the parties for dues, ~~representation fee or religious objector~~ deduction. The defense of any such claims, demands, suits or other forms of liability shall be under the control of the School District and its attorneys. Disputes concerning the dues, ~~representation fee or religious objector~~ payments assessed to such members ~~and/or non-members~~ may not be processed through grievance procedure contained herein.

2. The Agreements between the District and the Union have been in compliance with the United States Supreme Court ruling in AFSCME vs Janus due to Article 20. Severability.
3. With this MOA, the parties wish to formalize the compliance with said ruling.

The parties through their authorized agents have executed this Memorandum of Agreement on the dates set out below.

Board of Trustees, Kalispell School District No. 5, and High School District



By: Superintendent

2-15-2023

Date

Attest:



Board Clerk

2-15-2023

Date

Kalispell Maintenance and Engineers Association

Stephen Paul Jackson

By: President

Date

2-16-23

[Signature]

Vice President

Date

2-16-23