

ACTION ITEM

Date: August 27, 2018
To: Raymond E. Lechner, Ph.D., Superintendent
From: Heather Glowacki, Ed.D., Assistant Superintendent
Subject: Support Staff Union (SSU) Letters of Agreement

PROPOSED ACTION BY THE BOARD OF EDUCATION

Motion to approve the attached Support Staff Union (SSU) Letters of Agreement. The first letter provides contract language changes related to fair share/agency fee collection. The second letter provides SSU members a stipend for volunteering to support students at night events.

BACKGROUND

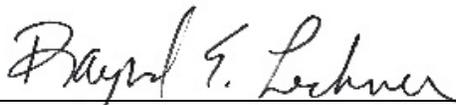
Letter of Agreement #1

The current Support Staff collective bargaining agreement indicates the requirement of collecting fair share fees from non-union members. On June 27, 2018, the United States Supreme Court determined that it is no longer legal to collect these fees from non-union members. As a result, the contract language needs to be adjusted to reflect current the current law.

Letter of Agreement #2

Some D39 students require adult supervision to attend evening events at school. When this occurs, the District seeks staff members to support these students. Historically, SSU members who volunteer to provide this supervision are paid at their hourly rate. It has been difficult for the District to get staff members to do this work. As a result, this Letter of Agreement would provide for a stipend for SSU members who volunteer to support students at evening activities. This would allow SSU members to be compensated at a higher rate than their average hourly wage.

**Recommended for approval
by the Board of Education**



**Raymond E. Lechner, Ph.D.
Superintendent**

LETTER OF AGREEMENT #1

THIS LETTER OF AGREEMENT (the “LOA”) is entered into this 27th day of August 2018, between the Board of Education District No. 39 (the “Board” or the “District”) and the Support Council of Dist.39 Wilmette, Local 1274, IFT-AFT (the “Union”).

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.

“Dues Payer” is an individual who in 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 dues payer and not be a member of the union.

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

“Fair Share/Agency Fee Payer” is an individual who is a bargaining unit member who paid a fee to the union pursuant to a clause in a collective bargaining agreement.

WITNESSETH

WHEREAS, the Union is the exclusive bargaining agent of all eligible employees in the support council bargaining unit at the District;

WHEREAS, the Union and the District are parties to a collective bargaining agreement (the “CBA”) which expires 2020;

WHEREAS, Article IV, Section 15 (Fair Share) of the collective bargaining agreement provides the terms and conditions for collection of fair share fees for bargaining unit members who are not members of the union;

WHEREAS, on June 27, 2018, in the *Janus v. AFSCME* decision (“*Janus*”), the United States Supreme Court held that unions can no longer collect fair share fees from individuals in

the bargaining unit who have not signed a dues deduction card; and

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

NOW, THEREFORE, the District and Union agree to the following terms:

1. Immediate cessation of collection of fair share fees

Given the Ruling in *Janus*, the parties agree that the District will immediately cease collecting fair share/agency fees for any individuals in the bargaining unit who are not members of the union.

2. Removal of Fair Share/Agency Fee section from Collective Bargaining Agreement

The Parties Agree to remove Article IV Section 15 from the Collective Bargaining Agreement (Agency Fees) effective immediately.

3. Modification to Article IV, Section 6 of the Collective Bargaining Agreement

The Parties agree to modify the language of Article IV, Section 6 of the CBA and replace it with the language that follows:

The Board, upon receipt of a written authorization from an employee covered by this agreement, shall deduct twice each month from October through June the employee's union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday from which the deduction is made. The Union will provide the Board a copy of the employee's written authorization. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use. The Union will notify the Board of any employees who choose to cease paying dues and will furnish such notice to the Board at least ten (10) working days before the effective payroll date. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purposes of complying with

this provision, or in reliance on any list, notice, certification, affidavit, or authorization form furnished under this provision.

4. Effect of Agreement

This Agreement applies specifically to the terms herein and, other than the specific provisions listed in numbers 1-3, does not modify, amend, or otherwise affect any other provision of the parties' CBA.

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.

**Support Council of Dist. 39 Wilmette, Local
1274 IFT-AFT**

**Wilmette Public Schools Dist. 39,
Superintendent**

By: _____
President

By: _____
Superintendent

Date: _____, 2018

Date: _____, 2018

LETTER OF AGREEMENT #2

Between

Support Council of District 39 Wilmette Local 1274, IFT/AFT
and
Wilmette Public Schools District 39

At times, students require adult support to attend evening activities (beginning at 5 PM or later). When the District is responsible for providing this support and an SSU member volunteers to provide this support, the SSU member shall be paid at a rate of \$20.00 per hour in place of their typical their hourly rate.

Rate Differential Guarantee – For employees who have a regular hourly rate greater than \$20.00 per hour, the employee will receive \$3.00 per hour more than their normal hourly wage for each hour of evening supervision provided.

Overtime Provision- If overtime is earned as a result of this work, overtime will be calculated based upon the IRS' definition of overtime for an employee working at two or more rates. The earnings from all such rates will be added together and this total is then divided by the total number of hours worked at all jobs.

**Support Council of District 39 Wilmette
Local 1274, IFT/AFT**

**BOARD OF EDUCATION
WILMETTE SCHOOL
DISTRICT 39**

By: _____
President

By: _____
President

Date: _____

Date: _____

ATTEST:

By: _____
Secretary