

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE CITY OF SAINT PAUL**  
**AND**  
**AFSCME TECHNICAL, LOCAL 1842**

This Memorandum of Agreement (hereinafter "MOA") is entered into by the City of Saint Paul (hereinafter "City") and AFSCME Technical, Local 1842 (hereinafter "the Union") in order to provide an agreement regarding "Fair Share" fee collection language and compliance with the Supreme Court decision.

The parties agree:

1. On June 27, 2018, the United States Supreme Court decided Janus v. AFSCME Council 31 broadly ruling that public-sector employers and unions may not require that an agency fee, or any other payment to a union, be withheld from a non-union member's paycheck, unless the non-member clearly and affirmatively consents to the payment and
2. All "Fair Share" language and references were removed from the Agreement during this negotiation to remain compliant with the above-mentioned Supreme Court decision.
3. Should the State or Federal statutes change regarding "Fair Share" fees, the applicable language and references shall be added back into the Agreement without negotiations.
4. This MOA shall set no precedent.
5. The MOA shall become effective when signed by both parties and shall renew annually.

**FOR THE CITY:**

**FOR THE UNION:**

 7/26/23


Toni Newborn  
Human Resources Director

Date

 7/26/23

Lisa Martin, President  
AFSCME Technical, Local 1842

Date

 7/26/23

Dane Ryan, Field Representative  
AFSCME Council 5

Date