



Buelow Vetter

Buikema Olson & Vliet, LLC

The Solution Starts Here.

Recommendations for Municipalities to Ensure Compliance with *Janus v. AFSCME* Decision

On June 27, the United States Supreme Court issued its decision in *Janus v. AFSCME*. The Court held that public sector employees cannot be required to pay “fair share” union fees. This is the fee paid to the union by those employees who are not willing to join the union. We previously summarized the decision in a client alert that is available [on our blog](#). In order to help our municipal clients to comply with the Supreme Court’s decision, we are providing some specific steps to take:

1. Review all police, fire and transit personnel files to determine if employees have signed authorization forms allowing the deduction of dues or fair share payments from their paychecks. Consider whether forms signed prior to the *Janus* decision represent, in fact, voluntary consent based on the law at the time the form was signed, which required all unit employees to pay, at a minimum, fair share union fees.
2. If the forms aren’t available, then contact the appropriate union to determine if the union has the forms. If the union has signed authorization forms, request copies of the forms from the union and evaluate the adequacy of the authorization forms.
3. If necessary, develop and implement voluntary authorization forms for employees to permit the voluntary deduction of dues or fair share payments.
4. After reviewing the authorization forms, for those employees with no form on file, stop deducting dues or fair share payments.
5. Review fire, police and transit collective bargaining agreements to determine the impact of the *Janus* decision. Advise the union(s) regarding the potential illegality of the current bargaining language and the need to reopen the contract to address this concern.
 - a. Review the savings clause and the contractual options when contract language becomes illegal.
 - i. Does the entire fair share clause become unenforceable?
 - ii. Must the municipality and the union immediately enter into collective bargaining negotiations to arrive at a mutually satisfactory replacement?
 - iii. Is there any obligation to bargain with the union?

- b. Review the fair share indemnification clause; Is the municipality being held harmless from claims made by employees? If not, add an indemnification clause when negotiating any replacement provision.

As always, if you have any questions or concerns, please feel free to contact your Buelow Vetter attorney.