

MEMORANDUM OF UNDERSTANDING
Regarding Compliance with *Janus* Decision
IATSE Local 28 and Metro/MERC
OCC AV Bargaining Unit

The parties to this memorandum of agreement are the Metropolitan Exposition-Recreation Commission (“Employer”, “Metro” or “MERC”) and LOCAL 28 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (“Union” or “Local 28”).

Whereas, the parties entered into a collective bargaining agreement effective July 1, 2016 through June 30, 2019;

Whereas, the United States Supreme Court issued its decision in *Janus v AFSCME Council 31* on June 27, 2018, which rendered unlawful the compelled payment of “fair share fees” by public sector employees who are represented by but are not members of the union; and

Whereas the parties met thereafter pursuant to ORS 243.702 to renegotiate provisions of their collective bargaining agreement affected by the Court’s decision;

The parties hereby agree to modify the following provisions of their 2016-2019 collective bargaining agreement as follows:

ARTICLE III: DUES AND WORK FEES

- 3.1 The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees for all bargaining unit employees and union membership dues for those who have provided the Employer with written authorization for such deductions. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions shall be forwarded to the Union. The employer shall, no

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later than 15 calendar days after each payday, remit all dues and work fees deducted from employees' pay to the Union.

- 3.2 Work fees will be deducted in a percentage of gross wages per pay period as designated by the Union.
- 3.3 Membership dues may be deducted in an amount equal to 1/26 of the total annual membership fees per pay period worked. No payroll deduction of dues will be made for any pay period in which the earnings received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earning to cover the deduction of the applicable dues or fees. The Union will be the holder of records concerning union membership status.
- 3.4 Bargaining unit employees who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer shall deduct such voluntary payments in accordance with and on the same terms as provided in Section 3.1.
- 3.5 Indemnification: The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of implementation of this Section if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

ARTICLE V: UNION RIGHTS

- 5.1 Union Representatives: Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be updated as necessary.

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- 5.1.1 Business Representative(s) of the Union shall make their presence known to the appropriate administrative authority when coming on grounds to meet with employees. Such meetings shall be conducted during the employee's non-work time and shall not be paid time unless paid time is approved by management. Such visits shall not interrupt work or disrupt operations.
- 5.1.2 Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- 5.1.3 No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- 5.1.4 A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.
- 5.1.5 Internal union business shall be conducted by Stewards and employees during their non-work time.
- 5.1.6 All matters relating to contract negotiations will be performed on the employee's own time.
- 5.2 Via a twice a month report the employer will notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, date of hire, job classification, and phone number. The Employer shall provide such information to the Union's Secretary.
- 5.2.1 The Employer shall provide the Union with advanced notice of all new-employee orientation sessions for new hires covered in this agreement and shall further afford the Union sufficient time during such orientations to address newly hired employees.

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The remainder of the parties' 2016-2019 agreement shall remain unchanged.



Rose Etta Venetucci
Business Representative, IATSE Local 28

Dated: 12-14-18



Ross Hume
Labor Relations Program Manager

Dated: 12-13-18



Terry Smith
Employee Engagement Manager

Dated: 12.13.18