

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the City of Keizer ("City") and the Laborer's International Union of North America , Local 737 ("Union").

RECITALS:

Whereas, the parties recently negotiated a 2018-2021 Collective Bargaining Agreement ("Agreement") which contains language under Article 2 Union Security and Check of Section 2.1 and Section 2.2, that the parties agree to modify in light of the United States Supreme Court's decision in *Janus v. AFSCME*; and

Whereas, the City and the Association seek to modify such language to be compliant with the law regarding union membership.

AGREEMENT:

1. The parties agree to revise Article 2 Union Security and Checkoff as follows:

Section 2.1

Membership in the Union shall be the individual choice of employees covered by the Agreement. The City shall do nothing to interfere or discourage that choice.

Section 2.2

The City agrees to deduct from the paychecks of each employee who has so authorized it the regular initiation fee or reinitiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employees on forms maintained by the Union. The performance of this service is at no cost to the Union. Employees may elect to change membership status at any time in writing to the Union and the Human Resources Office. Employees may authorize deduction in accordance with the terms of the dues authorization. The Union will advise the City of the names of such employees and the amounts to be deducted.

The Union agrees that it will indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought against the City or City employees acting on behalf of the City whether for damages, compensation and/or attorney fees arising out of the City's compliance with the terms of this Article. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal of the deductions.

The Union agrees to refund to the City any deductions and dues improperly paid to it as soon as it is practicable. The City or the Union shall provide the refunded money to the employee(s) as appropriate. The City agrees to provide to the Union names, work locations and contact information of any new employees within 30 days of the first day of employment of each new employee represented by this Agreement.

2. The revisions set forth in Section 1 above will be considered part of the 2018-2021 Agreement and will replace the language currently contained in Sections 2.1, 2.2, 2.3 and 2.4 of the Agreement.

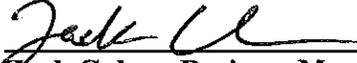
3. This Memorandum of Agreement is effective upon execution by the parties and does not require ratification by the employees covered by the Agreement.

FOR OREGON SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS:



Greg Held, Business Manager

4/30/19
Date



Zack Culver, Business Manager Local 737

4/30/19
Date



Brandon Buchheit, Shop Steward Local 737

5-2-19
Date

FOR THE CITY OF KEIZER:



Chris Eppley, City Manager

5-2-19
Date



Bill Lawyer, Public Works Director

5/2/19
Date