



UNITED ACADEMICS PROPOSAL

ARTICLE 6 DUES DEDUCTION

Section 1. Upon written request on a form provided by the Union and approved by the University Administration, the Union may authorize the University to deduct regular dues from the regular paycheck of Union members. The amount to be deducted will be certified by the Union's Treasurer.

Such Authorization shall remain valid until written notice of cancellation is provided by the Union or until the employee is no longer a bargaining unit member, whichever occurs first. The Union shall promptly forward to the University Administration notice of cancellations to dues deduction authorization. Cancellation notices given by the member directly to the University Administration are invalid unless the member has ceased to be bargaining unit member.

Members of the Union who, for any reason, have a break in employment status with the university shall be considered members of the Union on their reinstatement to employment and shall have their dues deducted as members of the Union.

~~**Section 2.** Upon written request on a form provided by the Union and approved by the University, the Union may authorize the University to deduct the fair share fee of a bargaining unit member who is not a member of the Union from his or her regular paycheck. The amount to be deducted will be certified by the Union's Treasurer. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding fair share fees, including information on possible rebates in accordance with law.~~

The University Administration agrees to deduct monthly Fair Share fees from the paychecks of those employees who have not authorized dues deduction per Section 1. The amount to be deducted will be certified by the Union's Treasurer. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding fair share fees, including information on possible rebates in accordance with law.

~~**Section 3.** Bargaining unit members with a verifiable religious objection (see ORS 243.666) may have dues or fees paid to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee and the Union, in accordance with the applicable procedures in ORS 243.666. Such employees shall furnish written proof to the Union and the University each month payment is made. Questions regarding the bona fide nature of religious objections shall be resolved by the ERB.~~

1 The Union and the University Administration agree to safeguard the rights of non-
2 association of employees, based on bona fide religious tenets or teachings of a church or
3 religious body of which such employees are members. Religious objectors shall pay an
4 amount of money equivalent to regular union dues to a nonreligious charity, or to another
5 charitable organization mutually agreed upon by the employee and the Union, in
6 accordance with the applicable procedures in ORS 243.666. Such employees shall furnish
7 written proof to the Union and the University Administration that this has been done.

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9 **Section 4.** The Union will send a notice to the University Administration establishing
10 both the "Members" dues rate and the "Fair Share" fee rate. The Union will notify the
11 University Administration at least sixty (60) calendar days in advance of any changes to
12 these rates.

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14 **Section 5.** Upon written request on a form provided by the Union, faculty may have
15 Political Action contributions deducted from their paycheck.

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17 Authorization to deduct Political Action contributions shall remain valid until written
18 notice is given by the member to cancel the authorization. Members of the Union who,
19 for any reason, have a break in employment status with the university shall, upon their
20 reinstatement to employment, have their Political Action contributions deducted as
21 previously authorized.

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23 The Union shall promptly forward to the University Administration notice of cancellation
24 of Political Action deduction authorization. Cancellation notices given by the member
25 directly to the University Administration are invalid unless the member has ceased to be
26 bargaining unit member.

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28 **Section 6.** The University Administration will send payment to the Union for the total
29 amount deducted with a list identifying the members for whom the deductions are made,
30 the type of deduction, and the amount deducted within ten (10) working days of the
31 deduction being made.

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33 ~~**Section 7.** The Union assumes responsibility for and indemnifies the University for: (1)~~
34 ~~all claims against the University, its officers, officials, employees or agents, including all~~
35 ~~costs of defense, arising from their compliance with this Article; (2) all monies deducted~~
36 ~~under this Article and remitted to the Union. The Union will promptly refund to the~~
37 ~~University excess monies received under this Article. Nothing in this Article will make~~
38 ~~the University a fiduciary for any benefits offered by the Union.~~

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40 The Union shall indemnify and hold the University Administration harmless from all
41 actions taken by the University Administration in compliance with this Article.
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- 1 **Section 8.** The University Administration will not deduct any Union fines, penalties, or
- 2 special assessment from the pay of any bargaining unit member.