

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42

2

3
4
5
6

7
8
9
10

11
12
13
14
15
16
17

18
19
20
21
22

23
24
25
26
27
28
29
30

31
32
33
34
35
36
37

38
39
40
41
42

1 the Union and the University each month payment is made. Questions regarding the
2 bona fide nature of religious objections shall be resolved by the ERB.

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

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

16
17 **Section 5.** Upon written request from a bargaining unit faculty member on a form
18 provided by the Union and approved by the University, the bargaining unit faculty
19 member may have Political Action contributions deducted from their paycheck.

20
21 An authorization to deduct Political Action contributions shall remain valid until the
22 bargaining unit faculty member gives written notice to the University -is given by the
23 member to canceling the authorization or until the member separates from University
24 employment. The bargaining unit faculty member shall also provide a copy of any
25 cancellation notice to the Union. Members of the Union who, for any reason, have a
26 break in employment status with the university and who are -shall, upon their
27 reinstatement to a bargaining unit position may renew their authorization to
28 have employment, have their Political Action contributions deducted from their
29 paychecks by submitting the appropriate form as previously authorized.

30
31 The Union shall promptly forward to the University Administration notice of cancellation
32 of Political Action deduction authorization. Cancellation notices given by the member
33 directly to the University Administration are invalid unless the member has ceased to be
34 bargaining unit member.

35
36 **Section 6.** The University Administration will send payment to the Union for the total
37 amount deducted with a list identifying the members for whom the deductions are made,
38 the type of deduction, and the amount deducted within ten (10) working days of the
39 deduction being made.

40
41 **Section 7.** The Union assumes responsibility for and indemnifies the University for all
42 claims against the University, its officers, officials, employees or agents, arising out of or
43 related to this Article. The Union also will, at the option of the University, either assume

1 | the defense of any such claim or reimburse the University for its incurred defense costs at
2 | an hourly rate that is no more than the hourly rate charged by the attorneys representing
3 | the Union. The Union assumes responsibility for and indemnifies the University for: (1)
4 | all claims against the University, its officers, officials, employees or agents, including all
5 | costs of defense, arising from their compliance with this Article; (2) all monies deducted
6 | under this Article and remitted to the Union. The Union will promptly refund to the
7 | University excess monies received under this Article. Nothing in this Article will make
8 | the University a fiduciary for any benefits offered by the Union.
9 |

10 | The Union shall indemnify and hold the University Administration harmless from all
11 | actions taken by the University Administration in compliance with this Article.
12 |

13 | **Section 8.** The University Administration will not deduct any Union fines, penalties, or
14 | special assessment from the pay of any bargaining unit member.