UNIVERSITY COUNTERPROPOSAL
3-21-13

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 once per month 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 of 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 a bargaining unit position with the University 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 University’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 monthly 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 University’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.

The Union and the University Administration agree to safeguard the rights of non-
association of employees, based on bona fide religious tenets or teachings of a church or
religious body of which such employees are members. Religious objectors shall pay an
amount of money equivalent to regular union dues 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 Administration that this has been done.

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

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

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

The Union shall promptly forward to the University Administration notice of cancellation
of Political Action 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.

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

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

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

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