1 2		<u>UNIVERSITY COUNTER</u> PROPOSAL 3-21-13
3	ı	<u>0-41-10</u>
4		ARTICLE 6
5		DUES DEDUCTION
6		Delia Diliberii (i
7		Section 1. Upon written request on a form provided by the Union and approved by the
8		University <u>Administration</u> , the Union may authorize the University to deduct regular dues
9		once per month from the regular paycheck of Union members. The amount to be
10	'	deducted will be certified by the Union's Treasurer.
11		· · · · · · · · · · · · · · · · · · ·
12		Such An authorization shall remain valid until written notice of cancellation is provided
13	•	by the Union or until the employee is no longer a bargaining unit member, whichever
14]	occurs first. The Union shall promptly forward to the University-Administration notice of
15		cancellations of ato-dues deduction authorization. Cancellation notices given by the
16		member directly to the University-Administration are invalid unless the member has
17	•	ceased to be bargaining unit member.
18		
19		Members of the Union who, for any reason, have a break in employment status with the
20		university shall be considered members of the Union on their reinstatement to a
21		bargaining unit position with the Universityemployment, and shall have their dues
22		deducted as members of the Union.
23		
24		Section 2. Upon written request on a form provided by the Union and approved by the
25		University, the Union may authorize the University to deduct the fair share fee of a
26		bargaining unit member who is not a member of the Union from his or her regular
27		paycheck. The amount to be deducted will be certified by the Union's Treasurer.
28		Members of the bargaining unit who have paid fair share fees in lieu of dues shall have
29		the right to request in writing a copy of the Union's policies and procedures regarding
30		fair share fees, including information on possible rebates in accordance with law.
31	1	
32		The University Administration agrees to deduct monthly fFair sShare fees monthly from
33		the paychecks of those employees who have not authorized dues deduction per Section 1.
34		The amount to be deducted will be certified by the Union's Treasurer. Members of the
35		bargaining unit who have paid fair share fees in lieu of dues shall have the right to
36		request in writing a copy of the Union's policies and procedures regarding fair share fees,
37		including information on possible rebates in accordance with law.
38 39		Section 2 Dargaining unit members with a verifically religious chication (ODS
39 40		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
40 41		organization mutually agreed upon by the employee and the Union, in accordance with
42		the applicable procedures in ORS 243.666. Such employees shall furnish written proof to
		are applicable procedures in order 2 15.000. Such employees shall further 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 <u>Administration</u> establishing both the "Members" dues rate and the "Fair Share" fee rate. The Union will notify the University <u>Administration</u> at least <u>sixty (60)</u> calendar days in advance of any changes to these rates.

Section 5. <u>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.</u>

An authorization to deduct Political Action contributions shall remain valid until the bargaining unit faculty member gives written notice to the University 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 shall, upon their reinstatement toreinstated 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 $\frac{\text{ten}}{10}$ 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.

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

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