

1 UNIVERSITY COUNTERPROPOSAL

2 1-22-13

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4 ARTICLE 6  
5 DUES DEDUCTION  
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7 **Section 1.** Upon written request on a form provided by the Union and approved by the  
8 University, the Union may authorize the University to deduct regular dues from the  
9 regular paycheck of Union members. The amount to be deducted will be certified by the  
10 Union's Treasurer. Such authorization shall remain valid until written notice of  
11 cancellation is provided by the Union or until the employee is no longer a bargaining unit  
12 member, whichever occurs first.

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14 The Union shall promptly forward to the University notice of cancellations of a dues  
15 deduction authorization. Cancellation notices given by the member directly to the  
16 University are invalid unless the member has ceased to be a bargaining unit member.  
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18 **Section 2.** Upon written request on a form provided by the Union and approved by the  
19 University, the Union may authorize the University to deduct the fair share fee of a  
20 bargaining unit member who is not a member of the Union from his or her regular  
21 paycheck. The amount to be deducted will be certified by the Union's Treasurer.  
22 Members of the bargaining unit who have paid fair share fees in lieu of dues shall have  
23 the right to request in writing a copy of the Union's policies and procedures regarding  
24 fair share fees, including information on possible rebates in accordance with law.  
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26 **Section 3.** Bargaining unit members with a verifiable religious objection (see ORS  
27 243.666) may have dues or fees paid to a nonreligious charity, or to another charitable  
28 organization mutually agreed upon by the employee and the Union, in accordance with  
29 the applicable procedures in ORS 243.666. Such employees shall furnish written proof to  
30 the Union and the University each month payment is made. Questions regarding the  
31 bona fide nature of religious objections shall be resolved by the ERB.  
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33 **Section 4.** The Union will send a notice to the University establishing both the  
34 "Members" dues rate and the "Fair Share" fee rate. The Union will notify the University  
35 60 calendar days in advance of any changes to these rates.  
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37 **Section 5.** The University will send payment to the Union for the total amount deducted  
38 with a list identifying the members for whom the deductions are made, the type of  
39 deduction, and the amount deducted within 10 working days of the deduction being  
40 made.  
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1 **Section 6.** The Union assumes responsibility for and indemnifies the University for: (1)  
2 all claims against the University, its officers, officials, employees or agents, including all  
3 costs of defense, arising from their compliance with this Article; (2) all monies deducted  
4 under this Article and remitted to the Union. The Union will promptly refund to the  
5 University excess monies received under this Article. Nothing in this Article will make  
6 the University a fiduciary for any benefits offered by the Union.

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8 **Section 7.** The University will not deduct any Union fines, penalties or special  
9 assessments from the pay of any bargaining unit member.