

Existing ABS (OSEA) 2017.2020 CBA

ARTICLE 5: DUES DEDUCTION/FAIR SHARE

1. **Dues Deduction.** The College agrees to deduct from the monthly wages of each employee payment of dues to the Union. Authorization shall be in writing by each bargaining unit member on the form provided by the Union. Such authorization shall continue in effect from year to year, unless revoked in writing by the employee.
 - a. In the event of an increase in dues by the Union, the College agrees to make the necessary adjustment from the monthly wages of each employee. A certified copy of the resolution adopted by the bargaining unit authorizing the dues increase must be presented to the President or his/her designee prior to the adjustment of the payroll deduction.
 - b. A list of employees having Union dues deducted shall be sent to the office of the Union, together with the remittance due to the Union, within ten working days after the monthly salary checks have been received by the employees of the College.
2. **Fair Share.** In consideration of the services rendered by the Union on behalf of all employees, employees shall be required to pay to the Union either:
 - a. Regular monthly Union dues in the case of employees who are members of the Union, or
 - b. An amount of money equivalent to regular monthly Union dues in the case of employees who are not members of the Union for negotiating and administering the contract.
 - c. Notwithstanding subparagraphs 2.a. and 2.b, any employee who objects to making payments to the Union based upon bona fide ethical standards, religious tenets or teachings of a church or religious body of which the employee is a member, shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity college scholarship fund, non-profit foundation or to another charitable organization. The employee will be required to provide a written statement to the College and the Union stating his/her objections. The employee will meet with the Union President and the College's Chief Financial Officer (or designee) to establish an arrangement for distribution of said money.
3. The Union and members of the bargaining unit agree to indemnify, defend and hold the College harmless against any and all claims made or suits instituted against the College as a result of any deductions made for the Union in compliance with the provisions of this article.

Tentative Agreement ABS OSEA

ARTICLE 5: DUES DEDUCTION/FAIR SHARE

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~~establish an arrangement for distribution of said money.~~

2. The Union and members of the bargaining unit agree to indemnify, defend and hold the College harmless ~~any claims, cost of representation, orders, suits, or judgments against any and all claims made or suits~~ instituted against the College ~~concerning any payroll as a result of any~~ deductions made for the Union in compliance with the provisions of this article.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Oregon School Employees Union, Chapter 700, and the Board of Directors of Central Oregon Community College, hereinafter referred to as "the College" and the Oregon School Employees Union, Chapter No. 700, hereinafter referred to as "the Union."

RECITALS:

- Whereas, the parties recently negotiated a 2017-2020 Collective Bargaining Agreement hereinafter referred to as "the Agreement" which contains language under Article 5 Dues Deduction/Fair Share, that is no longer lawful under the United States Supreme Court's decision in *Janus v. American Federation of State, County and Municipal Employees, Council 31*; and
- Whereas, the College and the Association seek to modify such language to be compliant with the *Janus* decision

AGREEMENT:

- I. The parties agree to revise Article 5 Dues Deduction/Fair Share as follows:

ARTICLE 5: DUES DEDUCTION/FAIR SHARE

3. **Dues Deduction.** Upon the receiving written authorizing request from the employee, with a signature, the College agrees to deduct from the monthly wages of each employee of the bargaining unit payment of dues, fees, and/or assessments charged by the Union.

Any employee who is a member of the Association may authorize deductions of payment of dues, fees, and/or assessments. This authorization must be in writing on the form provided by the Union and forwarded to the College. Authorizations for payroll deduction remain valid until revoked by the employee in writing.


- a. In the event of an increase in dues by the Union, the College agrees to make the necessary adjustment from the monthly wages of each employee. A certified copy of the resolution adopted by the bargaining unit authorizing the dues increase must be presented to the President or his/her designee prior to the adjustment of the payroll deduction.
- b. A list of employees having Union dues deducted shall be sent to the office of the Union, together with the remittance due to the Union, within ten working days after the monthly salary checks have been received by the employees of the College.
- c. The Union and members of the bargaining unit agree to indemnify, defend and hold the College harmless any claims, cost of representation, orders, suits, or

judgments instituted against the College concerning any payroll deductions made for the Union in compliance with the provisions of this article.

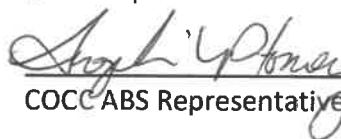
- II. This revision will be considered part of the 2017-2020 Agreement and will be incorporated into that Agreement with the above interlineations removed upon execution by both parties. The revision will not, however, be retroactive for the period before the *Janus* decision was issued on June 27, 2018.
- III. This Memorandum of Agreement is effective upon execution by the parties and does not require ratification by the employees covered by the Agreement.

Signatures

For the Association
Chapter 700
Oregon School Employees Associations

 11/13/18

OSEA Representative Date

 11/30/18

COCC ABS Representative Date

For the College

COCC Board of Directors

 12/17/18

COCC Board of Directors Chair Date