

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Central Oregon Community College Board of Directors, hereinafter referred to as the Board, and The Classified Association of Central Oregon Community College, hereinafter referred to as the Association.

RECITALS:

- Whereas, the parties recently negotiated a 2017-2022 Collective Bargaining Agreement, hereinafter referred to as "the Agreement", which contains language under Article 3 Association Rights, Section 1 Association Membership Dues Deduction and Section 2 Fair Share Fees, 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:

1. The parties agree to revise Article 3 Association Rights, Section 1 Association Membership Dues Deduction and Section 2 Fair Share Fees, as follows:

Existing CACOCC 2017-2022 CBA with changes

ARTICLE 3: ASSOCIATION RIGHTS

1. Association Membership Dues Deduction. Upon the expressed written request of an employee covered by the bargaining unit, the employee may authorize the College to deduct from his/her pay the amount of dues, fees, and/or assessments charged by the bargaining unit. This authorization by signature, or copy of an authorization that contains a signature, must be in writing and forwarded to the College. The College will begin deducting Association membership dues for the next pay period and will continue to make the monthly payroll deduction until the employee changes, or revokes, the authorization for payroll deduction request in writing to the College and to the Association. Employees terminating with less than ten (10) working days in any calendar month will not be subject to Association membership dues for payroll deduction purposes.

Such uniform amounts as the Association treasurer certifies to the College as the monthly Association membership dues approved by the members of the Association shall remain as the amount to be deducted hereunder.

The Association agrees to indemnify, defend and hold the College harmless from any claims, cost of representation, orders, suits, or judgments against any claims made or any suit instituted against the College concerning any because of any payroll deduction, such as dues, made for the Association.

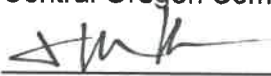
~~**2. Fair Share Fees.** It is mutually agreed and recognized by the parties that each bargaining unit member shall proportionately share in the cost of the collective bargaining process. The cost for a bargaining unit member is fixed proportionately at the same amount as the Association membership dues per month. The fair share fee shall be deducted monthly from the compensation of each bargaining unit member who has not either certified to the College that he/she authorizes Association membership dues deduction or has made some other arrangement to pay Association membership dues. The total fair share fees collected, together~~

~~with Association membership dues deducted in Section 1 above, will be remitted monthly in the aggregate to the treasurer of the Association. It is understood that the fair share fee in lieu of Association membership dues shall only be used as directed by the constitution and bylaws of the Association and by the majority vote of the membership.~~

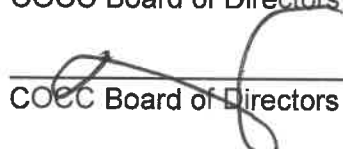
~~Any individual employee's personal objection to paying dues or fees to the Association must be based on bona fide religious tenets or teaching of a church or religious body of which the employee is a member. The employee will be required to provide a written explanation to the College and the Association stating his/her objections. Such employee shall pay an amount of money equivalent to regular Association dues, fair share fees, and/or appropriate fees or assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association President (or designee). Payment to the agreed upon charitable organization shall be made through the College payroll deduction process. The Association agrees to indemnify, defend and hold the College harmless against any claims made or any suit instituted against the College because of the fair share agreement.~~

2. This revision will be considered part of the 2017-2022 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.
3. 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
Classified Association of
Central Oregon Community College


CACOCC President 12/5/18 Date

For the College
COCC Board of Directors


COCC Board of Directors Chair 12/17/18 Date