

Article ___: Association Dues

Note: *Oregon Tech proposes that this Article be combined with Article ___: Association Rights.*

Section 1. ~~Process of Dues Deduction~~ Upon written request on a form provided by the Association, a bargaining unit ~~faculty~~ member may authorize ~~the Employer Oregon Tech~~ to deduct regular dues once per month from their paycheck for Association dues. The ~~Association's Treasurer will certify in writing to Oregon Tech the amount of regular dues to be deducted by Oregon Tech will be certified by the Association's Treasurer within thirty (30) calendar days of ratification the effective date of this Agreement, and any change to the amount must be certified in the same manner no less than sixty (60) calendar days prior to the effective date of the change.~~

An authorization to deduct regular dues shall remain valid until written notice of cancellation is provided to Oregon Tech by the Association or until the employee is no longer a bargaining unit member, whichever occurs first. To cancel an authorization to deduct regular dues and no longer have Oregon Tech deduct dues on a monthly basis, a bargaining unit member must give notice of cancellation to the Association. A bargaining unit member's notice of cancellation received by Oregon Tech shall be forwarded to the Association. Cancellations are only effective after the Association has informed Oregon Tech in writing that it has approved of the cancellation and Oregon Tech has had the opportunity to process the cancellation, but no later than thirty (30) calendar days after being informed by the Association.

~~The Association shall promptly forward to the Employer notice of cancellations of a dues deduction authorization. All applications for Association membership or dues cancellation shall be submitted by the employee to the Association. Cancellation notices given by the member directly to the Employer are invalid.~~

~~Members of the Association who, for any reason, have a break in recognized employment status with Oregon Tech shall be considered members of the Association on their reinstatement to a bargaining unit position, and shall have their dues deducted as members of the Association.~~

~~The Association shall send a notice to the Employer establishing dues rates and will send notice at least sixty days (60) in advance of any changes to these rates.~~

Section 2. Disbursement of Funds Within ninety (90) calendar days of the effective date ratification of this Agreement, the Association shall certify in

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writing to Oregon Tech the bargaining unit members who have signed dues deduction authorization forms pursuant to Section 1. The Association shall thereafter provide a monthly certification by no later than the 10th calendar day of the month, unless that date falls on a Saturday, Sunday or Oregon Tech recognized holiday, in which case the certification shall be submitted the next business day, that identifies any bargaining unit member who has newly signed a dues deduction authorization form and any Association approved cancellations that were not contained in the prior months certification.

Upon request, Oregon Tech reserves its right to request from the Association shall provide Oregon Tech a copy of a bargaining unit member's dues deduction authorization form to verify the signature and authorization.

Section 3. Oregon Tech shall send payment to the Association for the total amount deducted with a list identifying the bargaining unit members for whom the regular dues deductions are made, the type of deduction (Association dues), and the amount deducted within ten-fifteen (150) business days of the deduction being made. This regular dues deduction shall be listed on the member's electronic monthly pay statement as Association Dues.

Section 43. Oregon Tech shall not deduct any fines, penalties, or special assessments the Association may issue from the pay of any bargaining unit member.

Section 54. Indemnification The Association assumes responsibility for and indemnifies the Employer Oregon Tech for all claims against the Employer Oregon Tech, its officers, officials, employees or agents, arising out of or related to this Article including, but not limited to, any errors in the reported membership status of a bargaining unit member.

Section 4. Fines

The Employer shall not deduct any Association fines, penalties, or special assessment from the pay of any bargaining unit faculty member.

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