

ARTICLE [x]. Association Dues

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 within thirty (30) calendar days of the effective date of this Agreement, and any change to this amount must be certified in the same manner no less than sixty (60) calendar days prior to the effective date of the change.

~~The amount to be deducted will be certified by the Association's Treasurer in writing.~~

An authorization to deduct regular dues shall remain valid until written notice of cancellation is provided to the Employer 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 the cancellation and Oregon Tech has had the opportunity to process the cancellation, but no later than thirty (30) days after submission 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

The Employer shall send payment to the Association for the total monthly amount deducted with a list identifying the members for whom the deductions are made, ~~the type of deduction (Association dues),~~ and the amount deducted within ten-fifteen (10-15) business days of the deduction being made. This deduction shall be listed on the member's electronic monthly pay statement as Association Dues.

Within ninety (90) calendar days of the effective date of this Agreement, the Association shall certify in 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

47 certification shall be submitted the next business day, that identifies any bargaining unit
48 member who has newly signed a dues deduction authorization form and any Association
49 approved cancellations that were not contained in the prior months certification.
50 ~~Oregon Tech reserves its right to request from~~ Upon written request the Association shall
51 provide the Employer a copy of a bargaining unit member's dues deduction authorization
52 form to verify the signature and authorization.

56 Section 3. Indemnification

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

62 Section 4. Fines

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