

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Umpqua Community College District Board of Education, hereinafter referred to as the “College” and the Association of Classified Employees of Umpqua Community College, hereinafter referred to as the “Association.”

### RECITALS:

- Whereas, the parties recently negotiated a 2017-2020 Collective Bargaining Agreement hereinafter referred to as “the Agreement” which contains language under Article VI Association Dues and 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:

1. The parties agree to revise Article VI Association Dues and Fair Share as follows:

#### ARTICLE VI ASSOCIATION DUES AND FAIR SHARE

##### A. ASSOCIATION DUES

1. All employees covered by the terms of the Agreement may voluntarily join the Association as a member. Any employee who is a member of the Association may authorize deductions of membership dues in the Association (ACE of UCC/OEA/NEA). The College agrees to deduct dues, fees and assessments in the amount determined by the Association from the compensation of employees who individually authorize such deductions in writing to the Association. At the request of the College, the Association will allow the College’s Human Resources Office to inspect such individual authorizations. Prior to the first dues deduction of the school year in the fall term, and then for any employee who becomes a member of the Association (ACE of UCC/OEA/NEA) after the start of the fall term, the Association shall verify such individual authorizations for deductions and shall notify the Human Resources Office of the names of bargaining unit members who have elected to have dues deducted from their paychecks. The Association shall also notify the Human Resources Office of the amount of the dues to be deducted from each employee’s paycheck. The

Association shall also promptly notify the Human Resources Office when a bargaining unit member should no longer have dues deducted.

Such authorization shall continue in effect from year to year, unless revoked in writing provided in Section 2, below. Pursuant to such authorization, the College shall deduct and remit the monthly dues from the mid-month salary check of the employee each month, beginning in October of each year. (Deductions for employees who join the Association and authorize such deductions in writing after November 1 shall be appropriately prorated so that payments will be completed by the following June.)

2. Withdrawing the payroll deduction for Association membership may be accomplished by writing a letter to the office of the Association and to the Human Resources Office and delivered between September 1 and September 30 of any year.
3. An electronic, comma-delineated text file list of employees who have authorized Association dues deduction, as set forth under Section 1, above shall be sent to the Association, together with the remittance due to the Association, within five (5) days after the mid-month salary check has been received by the employees of the College.

B. HOLD HARMLESS

1. The Association agrees to indemnify, defend, and hold the College harmless from employee or former-employee claims, orders, or judgments against the College concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the College: 1) giving the Association at least two weeks' notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the College by the Association. In the event the College properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the College wishes to use its own attorney, the College will pay the fees and costs of said attorney.
2. 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.

3. This Memorandum of Agreement is effective upon execution by the parties and does not require ratification by the employees covered by the Agreement.

FOR THE UMPQUA COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION:


  
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Debra H. Thatcher, UCC President

9/13/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steve Loosely, Chair of UCC Board of Education

9/12/2018  
\_\_\_\_\_  
Date

FOR THE UMPQUA COMMUNITY COLLEGE CLASSIFIED ASSOCIATION:

  
\_\_\_\_\_  
Susan Neeman, ACE of UCC President

9/13/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bruce Scherer, OEA Consultant

September 5, 2018  
\_\_\_\_\_  
Date