

**MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE EDUCATION ASSOCIATION
AND
EUGENE SCHOOL DISTRICT 4J**


1. The District and Association are parties to a collective bargaining agreement (CBA) that expires on June 30, 2020. Following the decision of the United States Supreme Court in *Janus v. AFSCME*, which held that public employers may not collect fair share fees on behalf of non-members, the parties demanded to bargain over the affected provisions in Articles 4.8, 4.8.1 and 4.8.2. Having so bargained, the parties now hereby agree to modify Articles 4.8, 4.8.1, and 4.8.2 of the CBA. Attachment 1 contains the contract modifications agreed to in legislative format. Attachment 2 contains the modified contract language in final form.

2. This Memorandum of Agreement takes effect upon ratification and expires on June 30, 2020. For purposes of bargaining a successor contract, the terms of Attachment 2 shall be considered status quo conditions of the CBA.


For Eugene School District 4J

For Eugene Education Association/OEA

 12/19/18
Alicia Hays Date
Chair, Board of Directors

 12/10/2018
Pete Swinford Date
UniServ Consultant, OEA


Dr. Gustavo Balderas Date
Superintendent

 12-7-18
Tad Shannon Date
EEA President

4.8 PAYROLL DEDUCTIONS:

The District shall deduct from the salaries of the unit members at the unit member's request, the following:

- ~~a. Dues of Association members, p~~Premiums for Board approved health and welfare benefits,
- ~~b. Tax sheltered annuities (TSA) which the District has approved, and~~
- ~~c. Contributions to the United Way.~~

~~4.8.1 Association dues and payment in lieu of dues shall be made without the unit member's request.~~

4.8.1 UNION MEMBER DUES

~~4.8.2 The Association shall hold the District harmless from any and all claims, facts, orders, or judgments against the District as a result of deductions paid to the Association.~~

~~4.8.3a. Any unit member may request in writing the unit member's regular Association membership dues to be deducted from the unit member's salary. The first monthly deduction shall be made on the following pay date after the authorization is received. Such authorization shall continue in effect year to year until revoked by email or letter delivered to the district's Human Resources office and the Association on or before in writing. A unit member may cancel the dues deduction authorization between September 1 and October 15 of each year. Correspondence withdrawing authorization for the payroll deduction received by the district on or before October 15 shall be effective October of the same year. Otherwise, the withdrawal shall be effective October of the following year. The District and Association shall each provide the other with a copy of a unit member's authorization of membership dues deduction or cancellation of the dues deduction authorization within five (5) business days of receipt. The District will maintain a member's authorization and/or cancellation of the same in the member's personnel file.~~

~~4.8.4b. The District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members whose authorization is received after the commencement of the school year shall be prorated so that the prorated full amount of the Association dues shall be completed by the July following the first deduction.~~

~~c. Within fifteen (15) days after each pay period, the district will send to OEA in a single payment the combined NEA and OEA dues, including any voluntary Association contributions, deducted for the month. EEA dues and local PAC payments will be deducted and paid separately from OEA/ NEA dues and shall be remitted to the EEA. The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted and amount of deduction.~~

~~d. On a monthly basis, the District will provide OEA a list of all employees represented by the bargaining unit, employee identification number, date of hire, FTE, position title, worksite, salary column and step, and mailing address of record.~~

~~e. The Association assumes responsibility for, and shall defend, indemnify and hold the District, its employees, agents, and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments, as a result resulting from or related to the deduction of union dues and/or contributions deducted from an employee's salary and payment of such dues and/or contributions of deductions paid to the Association. The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to associated with disputed dues and fees deductionsthe claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney.~~

4.8.5

~~4.8.6~~4.8.2 TSA. Any bargaining unit member can join or transfer to any existing TSA plan as long as the total number of participants would be five (5) or more. To add a new TSA plan requires ten (10) or more District employee participants. The District will make its best efforts to remit TSA payments within five (5) working days.

4.8 PAYROLL DEDUCTIONS:

The District shall deduct from the salaries of the unit members at the unit member's request, the following: dues of Association members, premiums for Board approved health and welfare benefits, tax sheltered annuities (TSA) which the District has approved, and contributions to United Way.

4.8.1 UNION MEMBER DUES

- a. Any unit member may request in writing the unit member's regular Association membership dues to be deducted from the unit member's salary. The first monthly deduction shall be made on the following pay date after the authorization is received. Such authorization shall continue in effect year to year until revoked by email or letter delivered to the district's Human Resources office and the Association on or before October 15 of each year. Correspondence withdrawing authorization for the payroll deduction received by the district on or before October 15 shall be effective October of the same year. Otherwise, the withdrawal shall be effective October of the following year. The District and Association shall each provide the other with a copy of a unit member's authorization of membership dues deduction or cancelation of the dues deduction authorization within five (5) business days of receipt. The District will maintain a member's authorization and/or cancelation of the same in the member's personnel file.
- b. The District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members whose authorization is received after the commencement of the school year shall be prorated so that the prorated amount of the Association dues shall be completed by the July following the first deduction.
- c. Within fifteen (15) days after each pay period, the district will send to OEA in a single payment the combined NEA and OEA dues, including any voluntary Association contributions, deducted for the month. EEA dues and local PAC payments will be deducted and paid separately from OEA/ NEA dues and shall be remitted to the EEA. The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted and amount of deduction.
- d. On a monthly basis, the District will provide OEA a list of all employees represented by the bargaining unit, employee identification number, date of hire, FTE, position title, worksite, salary column and step, and mailing address of record.
- e. The Association assumes responsibility for, and shall defend, indemnify and hold the District, its employees, agents, and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments, resulting from or related to the deduction of union dues and/or contributions deducted from an employee's salary and payment of such dues and/or contributions to the Association. The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to the claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney.

- 4.8.2 TSA. Any bargaining unit member can join or transfer to any existing TSA plan as long as the total number of participants would be five (5) or more. To add a new TSA plan requires ten (10) or more District employee participants. The District will make its best efforts to remit TSA payments within five (5) working days.

14.2 OPEN SHOP:

Unit members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.