

**Memorandum of Agreement (MOA) between  
Portland State University (University)  
From the Portland State University Chapter  
of the American Association of University Professors (Association)  
July 25, 2018**

**Subject:** Effects of the *Janus vs AFSCME* Supreme Court Decision

*Recitals:*

The *Janus vs AFSCME* Supreme Court decision renders mandatory fair share fees for union representation invalid. Article 10, Fair Share, in the PSU-AAUP Collective Bargaining Agreement therefore needs to be replaced. The parties wish to renegotiate Article 10, and to establish a framework that can ensure clear, consistent, and responsive compliance with the Janus decision and continued positive labor management relations.

*Executive Summary of Agreement*

The concept that all employees in a bargaining unit should share in the costs of collective bargaining has long been an accepted part of employment by the faculty and academic professionals at Portland State University. Previous fair share fee payers who might not want to become full union members of PSU-AAUP will have the opportunity to become voluntary fee payers to pay their share of the costs of collective bargaining. This agreement affirms the processes between PSU-AAUP and PSU related to the post-Janus changes to payroll systems and creates a system for non-members of PSU-AAUP to become voluntary fee payers through affirmative, written consent to pay representation fees, and the University will recognize those fee payers as a class of bargaining unit members for the purposes of payroll deduction.

*Agreement:*

1. Office of Human Resource employees will direct all questions about membership in PSU-AAUP to PSU-AAUP representatives.
2. The parties agree to revise Article 10 of the Collective Bargaining Agreement as follows:

**Article 10. ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEES**

**Section 1: Definitions**

**Member:** a Portland State University employee whose position is in the AAUP Bargaining Unit who either:

- submitted a Membership Application prior to the execution of this agreement, or
- submitted a "Payroll Deduction Authorization/Membership Application" to PSU-AAUP after the execution of this agreement indicating their enrollment as a member of PSU-

AAUP, and their agreement to pay member dues.

**Voluntary Representation Fee Payer:** a Portland State University employee whose position is in the AAUP Bargaining Unit and who affirmatively consented and voluntarily submitted a “Payroll Deduction Authorization/Membership Application” to PSU-AAUP after the execution of this agreement, indicating their agreement to voluntarily pay representation fees to PSU-AAUP in support the work of the Association, without choosing to become a member of the Association.

**Associate Member:** a Portland State University employee whose position is not in the AAUP bargaining unit, who either:

- has submitted a “Payroll Deduction Authorization/Membership Application” to become an Associate Member after the date of execution of this agreement, or
- was previously an Associate member on the date of execution of this agreement.

**Non-member:** a Portland State University employee whose position is in the AAUP Bargaining Unit and who is neither a Member nor a Voluntary Representation Fee Payer.

## **Section 2: Implementation**

**A. Employees hired prior to the execution of this agreement:**

1. Members of PSU-AAUP prior to the execution of this agreement, will be presumed to remain members in good standing of PSU-AAUP and will continue to have dues deducted as previously authorized. Their member applications will remain valid for the duration of their employment within the bargaining unit or until written notice is provided to the Association per the requirements of Section 4, below.
2. Fair Share Fee Payers prior to June 27, 2018 whose fair share fee deductions were terminated effective June 27, 2018, will be designated as non-members until or unless they submit a “Payroll Deduction Authorization/Membership Application” to either become members or to opt in as voluntary representation fee payers.

**B. Employees hired after the execution of this agreement:**

1. An employee whose position is in the AAUP bargaining unit can elect to become a PSU-AAUP member or a PSU-AAUP voluntary representation fee payer by completing and submitting the “Payroll Deduction Authorization/ PSU-AAUP Membership Application” to PSU-AAUP, who will then submit the application to the Office of Human Resources.
2. The Office of Human Resources, upon the commencement of employment, will provide each new employee in the AAUP Bargaining unit with a Payroll Deduction

Authorization/ PSU-AAUP Membership Application and the PSU-AAUP New Hire Packet at the time new employees are provided with other new employee enrollment forms.

### **Section 3: General Terms**

- A. The "Payroll Deduction Authorization/ PSU-AAUP Membership Application" shall be created and maintained by PSU-AAUP and provided to the University by the Association for distribution (example is Appendix A). The "Payroll Deduction Authorization/ PSU-AAUP Membership Application" will be updated periodically by the Association as it deems necessary.
- B. Whenever a member dues or voluntary representation fee rate change is required, by the 15<sup>th</sup> of the month preceding implementation, the amount or rate of the payroll deduction shall be provided to the University in writing by the Association for implementation on the 1<sup>st</sup> of the following month.
- C. PSU-AAUP will maintain and make available the "Authorization to Discontinue Member Dues or Representation Fee Deduction" form. The Office of Human Resources will direct all requests for this form to the Association.

### **Section 4: Payroll Processes**

- A. The University will deduct current Association dues or voluntary representation fees from the salary of each employee who voluntarily elects and authorizes such deduction as indicated on the "Payroll Deduction Authorization/ PSU-AAUP Membership Application."
- B. Voluntary representation fees shall be calculated and withdrawn from employees who have authorized a deduction on any and all applicable salary received for the month.
- C. New authorizations submitted to payroll on or before the last calendar day for each month will be effective for deductions in the following month.
- D. Paystub representations:

The University agrees to have clear representation information on the paystub to show the following:

- a. Member dues
- b. Associate member dues
- c. Voluntary representation fees

E. Banner coding for AAUP Status:

Membership, Voluntary Representation Fee Payer, Associate Member, and Non-member status will be assigned separate codes for use in Banner to represent AAUP Status.

F. Banner coding for Date of Entry into the AAUP Bargaining Unit

This field shall indicate the date at which employee was first eligible for membership in the AAUP Bargaining Unit. This is a change from current field definition, which is the date that AAUP deductions first began.

**Section 4: Cancellation of Member Dues and Representation Fees**

A. PSU-AAUP will be responsible for receiving and verifying all member dues or voluntary representation fee cancellation requests from members or fee payers and submitting those cancellations to the Office of Human Resources.

B. The Office of Human Resources will accept the "Authorization to Discontinue Member Dues or Representation Fee Deductions" form (example is Appendix B), submitted to them by PSU-AAUP and signed by a PSU-AAUP representative as the only valid way to cancel dues or fees for any PSU-AAUP member.

Should the Office of Human Resources receive a request directly from a member to discontinue member dues or voluntary representation fees, they will advise them that Human Resources does not process these requests directly from employees, and the Office of Human Resources will direct them to contact PSU-AAUP.

If a cancellation request arrives via email, the Office of Human Resources will forward the member's request in separate email to PSU-AAUP at [aaup@psuaaup.net](mailto:aaup@psuaaup.net).

C. The University shall provide a list of all members whose member dues or voluntary representation fees were cancelled during the annual cancellation period to the Association within 15 days of the closure of the cancellation period. The University shall confirm cancellation of member dues or representation fees for each cancellation done outside the window period.

**Section 5: When a Member or Fee Payer moves from a Represented to an Unrepresented Position**

A. Should a PSU-AAUP member move to a new position that is not represented by PSU-AAUP, the University shall notify them via email, with a copy to AAUP, that they have moved into a new position that is not represented by PSU-AAUP. If they have questions about Associate membership they should contact the PSU-AAUP.

- B. Should a PSU-AAUP voluntary representation fee payer move to a new position that is not represented by PSU-AAUP, the University will notify them via email, with a copy to AAUP, that they have moved into a new position that is not represented by PSU-AAUP and they should contact PSU-AAUP about their representation fee status.

#### **Section 6: Conversion of voluntary representation fees to member dues**

The University will change the deduction for a voluntary representation fee payer from voluntary representation fee payer to PSU-AAUP member when PSU-AAUP submits a new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" signed by the member indicating the selection of membership and member dues deduction. A member can move from a voluntary representation fee payer to dues paying member at any time.

#### **Section 7: Conversion of member dues to voluntary representation fees**

The University will change the deduction from member dues payer to voluntary representation fee payer for a PSU-AAUP member when PSU-AAUP submits a new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" indicating the selection for the agreement to pay voluntary representation fees, signed by the member. A member can move from dues paying member to representation fee payer at any time.

#### **Section 8. Indemnification**

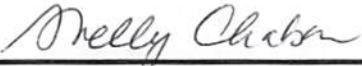

The Association shall indemnify and hold harmless the University, and its agents and employees, against any and all claims, suits, orders, judgments or other forms of liability of any nature whatsoever that arise out of or relate to any action taken or not taken by the University, its agents or employees, for the purpose of complying with Article 10 of this Collective Bargaining Agreement.

#### **Section 9: New Hire Orientation**

The Office of Human Resources and the Office of Academic Affairs shall provide the Association with an opportunity to meet with new employees at campus-wide new hire and/or new faculty orientations set up to introduce new employees to the University.

This MOA shall be an addendum to the PSU-AAUP 2015-19 Collective Bargaining Agreement.

This agreement is subject to and effective upon ratification of the PSU-AAUP membership.

<u>For the University</u>	<u>For the Association</u>
 _____ Shelly Chabon, Vice Provost for Academic Personnel	 _____ David Hansen, VP of Collective Bargaining
<u>7/25/18</u> _____ Date	<u>July 24, 2018</u> _____ Date