

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF OREGON  
AND  
UNITED ACADEMICS OF THE UNIVERSITY OF OREGON, AFT/AAUP, AFL-CIO  
AND  
GRADUATE TEACHING FELLOWS FEDERATION

This Memorandum of Agreement (“MOU”) is entered into by and between University of Oregon (“UO”) and United Academics (“UA”) and the Graduate Teaching Fellows Federation (“GTFF”), collectively the “Unions.” UO, UA, and the GTFF are collectively referred to as “the parties.” The purpose of this MOU is to provide guidelines for the relationship between the University and the Unions after the anticipated *Janus* ruling.

**WHEREAS**, the Supreme Court is set to rule on the case of *Janus v. AFSCME*; and

**WHEREAS**, the ruling could render the provisions of our collective bargaining agreements that provide for the collection of fair share fees (also known as “agency fees”) null and void; and

**WHEREAS**, the parties have severability agreements that allow the parties to negotiate should a court of competent jurisdiction render provisions of their CBAs invalid; and

**WHEREAS**, the *Janus* ruling could render the fair share provisions immediately and/or retroactively invalid; and

**WHEREAS**, the *Janus* ruling has the potential to fundamentally alter the landscape of labor relations in America and at the UO; and

**WHEREAS**, the parties wish to avoid unnecessary complications stemming from the potential *Janus* ruling;

**NOW THEREFORE**, the parties agree to the following:

1. The UO will take steps now to prepare its payroll department to immediately cease fair share deductions in the event the *Janus* ruling declares collection of fair share fees unlawful.
2. In the event the *Janus* ruling declares collection of fair share fees unlawful, the UO will immediately cease deduction of fair share fees and shall not collect any fair share fees until the parties have completed the bargaining described in paragraph 3, below. Notwithstanding the foregoing and given that the *Janus* decision will likely not immediately take effect, the parties agree that UO will cease deductions as of the first of the month following the decision, which will likely be July 1, 2018 but may be a later first of the month.

3. The parties will meet within fourteen (14) days of the *Janus* ruling to bargain changes to the dues deduction provisions in the collective bargaining agreements in order to ensure the provisions are legally compliant with the *Janus* ruling. Bargaining will be governed by Oregon's Public Employee Collective Bargaining Act (PECBA), ORS 243.650 et seq.
4. Nothing in this Agreement impacts the UO's ability or duty to continue deducting dues from members of the unions who pay union dues.
5. The parties recognize that the UO is a public entity with various spaces, forums, and resources available for public use per state and federal law. The UO may directly or indirectly host events or speakers that comment on or reference the *Janus* decision. With that provision, the UO itself will not use any resources to encourage any union member to withdraw their membership from either UA or the GTFF.
6. A union membership authorization shall remain valid until written notice of cancellation is provided by the union or until the employee is no longer a bargaining unit member, whichever occurs first. The union shall promptly forward to the UO notice of cancellations of a dues deduction authorizations and shall indemnify and hold the UO harmless for the Unions failure to do so. UO will respond to cancellation notices given by the member directly to UO with the following message: "Thank you for your inquiry. UO cannot directly process these types of requests. These requests must be made directly to the union. Union contact information is available at: [insert applicable websites]." In a separate email, UO will also forward these requests to the Unions.
7. All UO statements regarding the *Janus* ruling will provide a factual assessment of the case and its impacts on employees without the purpose or foreseeable effect of discouraging union membership. For the purposes of this section, "UO" means a designated media spokesperson. For the purposes of this section, "statements" means formal written or oral UO communications to the media.

**Knowing and Voluntary.** The parties acknowledge that they have carefully read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.


**Effective Date.** The parties agree that this MOU will be effective on the date on which all parties have signed below.

**Entire Agreement.** The parties' collective bargaining agreement and this MOU represent the parties' entire agreement with respect to the subject matter discussed in this MOU. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

**Disputes.** Any and all disputes arising from the interpretation, implementation or application of this MOU are subject to the grievance and arbitration provisions of Articles 22 and 23 of the Agreement.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Scott Pratt Date  
Executive Vice Provost

 6/12/18  
\_\_\_\_\_  
Missy Matella Date  
Senior Director  
Employee and Labor Relations

FOR THE UA

\_\_\_\_\_  
Michael Dreiling Date  
President

\_\_\_\_\_  
David Cecil Date  
Executive Director

FOR THE GTFF

\_\_\_\_\_  
Mike Magee Date  
President

\_\_\_\_\_  
Michael Marchman Date  
Staff Organizer

