

ARTICLE 4  
DUES DEDUCTION

**Section 1.** Upon written request on a form to be provided by the Union, members of the Union may have regular monthly dues deducted from their paychecks. The form and any changes to it will be sent to the University for review. Final versions of the form will be determined by the Union. The Union will notify the University no later than the 15<sup>th</sup> of the month prior to the month in which any changes in regular monthly dues rate are to take effect. Prior to a vote, the Union shall apprise the University about proposed changes to their dues that impact, for example, amount, structure, and collection. The University will notify the Union if the proposed changes cannot be implemented due to any of the following factors:

- a) are unduly burdensome on systems (information technology, payroll, or HR),
- b) require regular or repeated manual input, and/or
- c) violate University policy.

The University will then propose alternate options to meet the Union's needs that are compliant with the factors listed above. If the Union votes on a dues change that cannot be implemented due to any of the above factors, the University can decline the changes and continue to deduct under the current structure. If the University declines changes, the Union has the right to directly bill members to carry out its dues change.

**Section 2.** Changes in the membership list shall be provided to the University by the Union at the earliest possible time after the GE indicates that a change in membership status is desired. Notification of a change in status received directly by the University from a GE is void. The Union shall forward promptly notice of such changes to the University and shall hold harmless the University from any liability for the Union's failure to so notify. If cancellation notice is given by the member directly to the University, the University shall notify the Union promptly that such cancellation has been made.

**Section 3.** The University will, in the month following the deduction, send payment to the Union for the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

**Section 4.** GEs who are Union members and who, for any reason, temporarily discontinue their status as a GE with the University shall, upon their return to University employment as a GE, be reinstated as members of the GE Union following notice provided by the Union to the University.

The University, upon written authorization from the GE, will deduct voluntary contributions to the Union's COPE fund from the GE's monthly paychecks. The amount to be deducted shall be that amount designated by the GE in a voluntary written authorization. This amount is to be a continuing monthly deduction until such time as the GE requests cancellation of the COPE deduction in writing. A GE whose status as an employee is temporarily discontinued (excluding summer term), shall, upon return to University employment, complete a new COPE authorization form. The sum of all monies so deducted shall be remitted to the Union in the

46 month following the deduction, together with a list of employees from whom the voluntary  
47 contributions were deducted and the amount deducted from each.

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49 **Section 5.** The Union agrees to accept listings referenced in this Article in a format which is  
50 readily available to University Administration. Should the University encounter additional costs  
51 attributable to a change in structural reprogramming, that expense shall be borne equally by the  
52 University and the Union. Such changes may only be requested once during the contract period.

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54 **Section 6.** The Union shall indemnify and hold the University harmless from all actions taken by  
55 the University in compliance with this Article.

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57 **Section 7.** The Union shall maintain documentation of Union membership for each employee  
58 who has authorized the University to deduct dues to be remitted to the Union. The  
59 documentation must include a signed membership or dues authorization card or other clear and  
60 compelling evidence that the employee has affirmatively agreed to have dues deducted by the  
61 University. By [Date], the Union shall provide digital copies of all existing signed membership  
62 or dues authorization cards to the University. Each academic term the Union shall provide to the  
63 University digital copies of all new membership cards received for that term. The Union shall  
64 notify the University immediately when a member withdraws from Union membership or  
65 revokes authorization for dues deduction.

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**ARTICLE 5**

**UNION USE OF FACILITIES**

**Section 1.** The Union shall have the right to use University facilities for meetings and to use other University services on the same basis as other employee organizations ~~or student groups~~. Where fees are normally assessed for use of services and facilities, the Union will be required to pay such fees to the University ~~at the same rates charged to other employee organizations. at student group rates.~~

**Section 2.** The University shall designate a prominent space on existing bulletin boards in each department in which GEs are employed, for the use of the Union for posting notices and information related to Union activities. University personnel shall not be responsible for and shall refrain from posting or removing such notices from such designated space.

1 **ARTICLE 30**

2 **THE GRADUATE STUDENT ASSISTANCE FUND**

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4 **Section 1. Graduate Student Assistance Fund**

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6 a) On January 1, 2015 a "Graduate Student Assistance Fund" (the "Fund") will be established for  
7 the purpose of assisting graduate students, including GEs, facing financial hardship relating to a  
8 Qualifying Event. The UO will place an amount equal to \$50 per admitted and enrolled UO  
9 master's and doctoral student (the "Annual Amount") into the Fund to be used for awards to  
10 eligible UO graduate students between January 1, 2015 and September 14, 2015 and annually  
11 thereafter, beginning on September 15, 2015. On September 15, 2015 and each September 15th  
12 thereafter, UO will replenish the Fund with the Annual Amount and will carry-forward amounts  
13 remaining in the Fund from the previous year up to one-third of the previous year's Annual  
14 Amount (this process shall be referred to as the "Annual Accounting"). For purposes of  
15 determining the Annual Amount on any September 15th, the number of admitted and enrolled  
16 master's and doctoral students will be the number that were enrolled as cited in the Fall Fourth  
17 Week Data Report from the previous Fall.

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19 b) For purposes of this section, a Qualifying Event is defined as follows: (1) the birth, adoption, or  
20 foster care placement of a child; (2) pregnancy disability or prenatal care; or (3) to care for a  
21 spouse (or equivalent under Oregon law), registered domestic partner, child, or parent who is  
22 experiencing a serious medical condition or the student's own serious health condition.

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24 c) The GTFF shall appoint two representatives to the Fund Committee.

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26 d) Grievances under Article 13 related to the Graduate Student Assistance Fund are limited to  
27 those disputes over the process used to review the application and may be filed directly at Step  
28 3. All other Fund disputes, including substantive determinations, shall be resolved through the  
29 Fund's appeal procedures.

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31 **Section 2.** The Graduate Student Assistance Fund (the "Fund") was established for the purpose of  
32 assisting graduate students, including GEs, facing financial hardship related to a Qualifying Event. For the  
33 purposes of this Article, the need for childcare will be read as a special Qualifying Event. Graduate  
34 Employees may access the Graduate Student Assistance Fund for up to ~~\$575,1000~~ 700 for the purposes  
35 of childcare. This assistance may be used only one time per child and only for documented childcare  
36 during the first eighteen (18) months of the child's life or during the first eighteen (18) months following  
37 an adoption. All other rules and policies related to the Fund apply. Accessing the Graduate Student

38 Assistance Fund for child care as described in this Section shall not count toward the maximum cap on  
39 accessing the fund.

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41 **Section 3.** Once per fiscal year, if the Fund's total reserves fall below \$25,000, the University shall make  
42 a one-time payment of \$25,000 to the Fund.

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**Article X5**  
**Immigration and Customs Enforcement**

**Section 1.** Except as otherwise required by federal law, the University, or a person acting on behalf of the University (such as a supervisor), shall not provide voluntary consent to an immigration enforcement agent to enter any non-public areas of a place of labor. This section does not apply if the immigration enforcement agent provides a judicial warrant.

- a) This section shall not preclude the University or person acting on behalf of the University from taking the immigration enforcement agent to a non-public area, where GEs are not present, for the purpose of verifying whether the immigration enforcement agent has a judicial warrant, provided no consent to search non-public areas is given in the process.

**Section 2.** Except as otherwise required by federal law, the University, or a person acting on behalf of the University, shall not provide voluntary consent to an immigration enforcement agent to access, review, or obtain the employer's employee records without a subpoena or judicial warrant. This section does not prohibit the University, or person acting on behalf of the University, from challenging the validity of a subpoena or judicial warrant in a federal district court.

~~**Section 3.** Except as otherwise required by federal law, the University shall provide a notice to each current GE in writing of any inspections of I-9 Employment Eligibility Verification forms or other employment records conducted by an immigration agency within 72 hours of receiving notice of the inspection. Written notice shall also be given within 72 hours to the Union. The posted notice shall contain the following information:~~

- ~~• The name of the immigration agency conducting the inspections of I-9 Employment Eligibility Verification forms or other employment records.~~
- ~~• The date that the employer received notice of the inspection.~~
- ~~• The nature of the inspection to the extent known.~~
- ~~• A copy of the Notice of Inspection of I-9 Employment Eligibility Verification forms for the inspection to be conducted.~~

- a) ~~The University, upon reasonable request, shall provide an affected GE a copy of the Notice of Inspection of I-9 Employment Eligibility Verification forms in writing.~~
- b) ~~Except as otherwise required by federal law, the University shall provide to each current affected GE, and to the Union, a copy of the written immigration agency notice that provides the results of the inspection of I-9 Employment Eligibility Verification forms or other employment records within 72 hours of its receipt of the results. Within 72 hours of its receipt of the results, the employer shall also provide to each affected GE, and to the Union written notice of the obligations of the employer and the affected GE arising from the results of the inspection of I-9 Employment Eligibility Verification forms or other employment records.~~

- 41 e) ~~Notice of the results and obligations described in Section 3. a and b, if any, shall contain the~~  
42 ~~following information:~~
- 43 ● ~~A description of any and all deficiencies or other items identified in the written~~  
44 ~~immigration inspection results notice related to the affected GE.~~
  - 45 ● ~~The time period for correcting any potential deficiencies identified by the immigration~~  
46 ~~agency.~~
  - 47 ● ~~The time and date of any meeting with the employer to correct any identified~~  
48 ~~deficiencies.~~
  - 49 ● ~~Notice that the GE has the right to representation during any meeting scheduled with~~  
50 ~~the employer.~~
- 51 d) ~~An “affected GE” is an GE identified by the immigration agency inspection results to be a GE~~  
52 ~~who may lack work authorization, or a GE whose work authorization documents have been~~  
53 ~~identified by the immigration agency inspection to have deficiencies.~~

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55 ~~**Section 4.** Except as otherwise required by federal law, the University shall not reverify the employment~~  
56 ~~eligibility of a current GE at a time or in a manner not required by Section 1324a(b) of Title 8 of the~~  
57 ~~United States Code.~~

58 ~~**Section 5.** The University shall uphold its commitment to Deferred Action for Childhood Arrivals (DACA)~~  
59 ~~GEs. The University shall:~~

- 60 a) ~~Inform GEs at least 180 days before they must reverify their DACA status, which is two years~~  
61 ~~after their DACA authorization was granted~~
- 62 b) ~~Not terminate DACA employees who have valid work authorization before their work~~  
63 ~~authorization ends~~
- 64 c) ~~Maintain all currently existing University resources regarding DACA students~~

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66 ~~**Section 6.** In accordance with state and federal law, nothing in this Article shall be interpreted,~~  
67 ~~construed, or applied to restrict or limit the University’s compliance with a memorandum of~~  
68 ~~understanding governing the use of the federal E-Verify system.~~

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