

ARTICLE 4

Membership, Dues Deduction, and Agency Fee

- 4.1 All bargaining unit members, as a condition of employment and continued employment, shall be members of United Academics, or in lieu of membership, pay to United Academics a service fee which shall not exceed the cost of Union dues, to the extent such dues represent bona fide expenses of representing the bargaining unit in negotiations and contract administration. In determining these bona fide expenses, and requesting discharge, United Academics shall abide by all applicable federal and state law.
- a. Prior to requesting discharge, United Academics will provide to the bargaining unit member all information, notices, and procedures required by law (*e.g. Chicago Teachers' Union v. Hudson, 475 U.S. 292 (1986), and 8AAC 97.305-.320*) regarding the collection of the service fees.
 - b. If within thirty (30) days of the date United Academics provides notice required by law, a bargaining unit member fails to sign a deduction form or make adequate arrangements with United Academics for payment of a service fee limited to the bona fide expenses of representing bargaining unit members, United Academics will request in writing that the university terminate the employment of the bargaining unit member. Along with the request, United Academics will provide to the University's Statewide Office of Labor and Employee Relations acceptable evidence that United Academics has provided to the bargaining unit member in a timely manner all information, notices, and procedures required by law, as well as a copy of the materials provided.
 - c. Within five (5) working days of receipt of United Academics' request, the University will either notify United Academics of any deficiencies in the information provided to the bargaining unit member, or send notice to the bargaining unit member that failure to make arrangements with United Academics to pay appropriate services fees, including any arrearage, within ten (10) working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to United Academics.
 - d. Upon expiration of this 10 (ten) day period, United Academics will certify to the University's Statewide Office of Labor and Employee Relations any continuing non-compliance by the bargaining unit member. Upon receipt of written certification of continued non-compliance, the University will terminate the employment of the bargaining unit member. Such termination may not be grieved by United Academics nor will United Academics assist the bargaining unit member with respect to such a grievance.

- 4.2 All bargaining unit members shall:
- a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of membership dues or agency fees in accordance with Article 4.4; or
 - b. Make alternate arrangements with United Academics to pay the membership dues or agency fees.
- 4.3 In the event of claims, demands, suits or grievances brought by or on behalf of one or more unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.
- 4.4 The University agrees to deduct the membership dues or the agency fee of United Academics from the pay only of those bargaining unit members who authorize in writing that such deductions be made. All union charges, including but not limited to dues, initiation and service fees of any kind, shall be charged as a percentage of compensation exclusive of any benefits, which percentage shall be equal for each unit member for each category of charge (i.e., one category for membership dues, and one category for agency fee). The aggregate deduction from all unit members for each payroll period shall be remitted to United Academics within fifteen (15) working days following the deduction, with a listing of the unit members' names and the amount deducted. The deduction authorization shall terminate on December 31, 2007, unless revoked before that date by the unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties.
- 4.5 The University shall remit the amount collected to the Union at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care.
- 4.6 Unit members authorizing deductions shall use the form agreed upon by the parties. The form shall include two levels of deduction, one for membership dues and one for an agency fee limited to the bona fide expenses of representing the bargaining unit in negotiations and contract administration. A single part deduction form shall be provided to the unit member by the University.