

## ARTICLE 4

### Deductions, Membership Dues and Representational Agency Fee

#### 4.1 Obligations Regarding Membership Dues and Representational Agency Fee

4.11 All bargaining unit members, as a condition of employment and continued employment, shall be members of United Academic-Adjuncts, or in lieu of membership, pay to United Academic-Adjuncts a representational agency 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 in communicating with its members, United Academic-Adjuncts shall abide by all applicable federal and state law.

a. Notwithstanding paragraph 4.11, the following unit members are not required to either join the Union or pay a representational agency fee:

1. Visiting faculty in their first year of employment. (Visiting faculty are defined as faculty with appointments at another institution of higher education); and
2. Emeriti of the University of Alaska.

4.12 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 representational agency fees; or
- b. Make alternate arrangements with United Academic-Adjuncts to pay the membership dues or representational agency fees.

4.13 Discharges for Non-Compliance

United Academic-Adjuncts will provide to the bargaining unit member all information, notices and procedures required by law (e.g. *Hudson, Knight*, 8 AAC 97.305-.320) regarding the collection of agency fees.

If a bargaining unit member fails to sign the representational agency fee deduction form or make adequate arrangements with the union, to the union's satisfaction, for the payment of this obligation within 20 days of the date the union provides notices required by law, the union will request that the university terminate the employment of the bargaining unit member. Along with the request, the union will provide to the university's Statewide Office of Labor Relations acceptable evidence that the union 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.

Within five working days of receipt of the union's request, the university will either notify the union 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 the union to pay appropriate agency fees, including any arrearage, within 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 the union.

Upon expiration of this 10-day period, the union will certify to the university's Statewide Office of Labor 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 the union nor will the union assist the bargaining unit member with respect to such a grievance.

- 4.14 United Academic-Adjuncts shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liabilities that arise by actions taken by either party pursuant to this Article.
- 4.15 The University agrees to deduct the membership dues or the representational agency fee of United Academic-Adjuncts from the pay only of those bargaining unit members who authorize in writing that such deductions be made. Subject to the language below, a bargaining unit member's deduction authorization shall be preserved in the University's Banner system for twelve (12) months from the expiration of a unit member's appointment unless earlier revoked by the unit member by giving written notice to the treasurer of United Academic – Adjuncts or to the University. The aggregate deduction from all unit members for each payroll period shall be remitted to United Academic-Adjuncts within fifteen (15) working days following the deduction, with a listing of the unit members' names and the amount deducted. Deduction authorizations shall terminate ninety (90) days after the expiration of the collective bargaining agreement on December 31, 2007, unless revoked before that date by a unit member as addressed above, or unless extended by express mutual written agreement of the parties. Subject to the foregoing, the University may honor a deduction authorization signed during a prior period of employment.
- 4.16 The University shall remit the amount collected to the Union Treasurer at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care.
- 4.17 Unit members authorizing deductions shall use the form agreed upon by the parties and provided by the University. The form shall include two levels of deduction, one for membership dues and one for representational agency fees.

- 4.18 All union charges, including but not limited to dues, initiation and agency 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.
- 4.2 Additional Deduction
- 4.21 The University will establish a process to deduct from the pay of those unit members who authorize in writing that such a deduction be made, a payroll deduction to APEA/AFT for contributions or benefits pursuant to a voluntary agreement between an individual unit member and APEA/AFT.
- 4.22 The authorization shall be made on a form provided by the University to APEA/AFT, shall be provided to the unit member by APEA/AFT, shall be submitted by the unit member to APEA/AFT and shall be transmitted by APEA/AFT, sorted by Major Administrative Unit (MAU), to the University labor relations office in Fairbanks not more often than every two weeks.
- 4.23 The aggregate deduction from all unit members for each payroll period shall be remitted to APEA/AFT 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 if revoked by the unit member by giving written notice to the treasurer of APEA/AFT or to the University.
- 4.24 Subject to the provisions of Article 4.23, the University may honor a deduction authorization signed during a prior period of employment. The University reserves the right to limit the number of times a unit member may initiate, change or revoke a deduction during a term of employment.
- 4.25 The University shall have no obligation to United Academic – Adjuncts/APEA/AFT or unit members under this article other than to use ordinary care to remit any amount actually collected to the APEA/AFT Treasurer at the address provided by the APEA/AFT. Where the University fails to deduct or remits to APEA/AFT more or less than an amount due from a unit member, any adjustment shall be the sole responsibility of APEA/AFT and the unit member.
- 4.26 United Academic-Adjuncts/APEA/AFT shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liabilities that arise by actions taken by either party pursuant to this Article.