

University's Counter to Union Security -- Voluntary Membership, Dues and Fees -- 7/16/24

* The University's second comprehensive contract proposal offered on March 15, 2024 remains on the table as a union contract settlement that the university will sign when and if the Union is interested.

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE – tbd **VOLUNTARY UNION MEMBERSHIP, DUES AND FEES**

Section 1. Graduate students are free to decide whether or not they wish to join the Union and pay membership dues or fees, or to discontinue paying membership dues or fees. The University shall not coerce or otherwise attempt to influence a graduate student about their decision to join or not join the Union, or whether to pay or not pay membership dues and/or fees.

Section 2. There shall be no consequences for bargaining unit members who fail to pay fees after choosing to pay dues and/or Union fees, nor shall the payment of union dues or fees be a condition of a student's continued appointment as an SGA or in an hourly position.

Section 3. Any bargaining unit member who does not voluntarily become and remain a member in good standing of the Union, and who instead chooses to pay an agency fee, shall be charged a fee determined by the Union in accordance with applicable law, as a percentage of full dues uniformly required to be paid and initiation fees by those who choose to become members of the Union.

Section 4. Bargaining unit members who chose to pay Union dues or agency fees may elect to have deductions for dues or fees made from their compensation by submitting an authorization in the form set forth in Appendix ___ to this Agreement that is voluntarily executed by the unit member and submitted to the University. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that the authorizations are in compliance with applicable law. Copies of authorizations obtained by the Union must be provided to the University in advance of any deductions. The University will deduct membership dues or agency fees as certified in writing by the President or Executive Director of the Union and remit such dues or agency fees to the Union. Payroll deduction of dues or agency fees can be canceled by a student's individual written notice to the Union via certified mail. The cancellation notice is to be addressed to: [INSERT ADDRESS]. The Union will then notify the University of any canceled memberships and provide the student's original notices of Union membership cancellation to the University within ten (10) days of receipt.

Section 6. The Union shall notify the University in writing at least thirty (30) days prior to the intended implementation date of any change in the amount of union dues or agency fees.

Section 7. The Union will report to the University missing or incorrect deductions for dues or agency fees as they become known. In the event that a payroll deduction for a unit member in a manner inconsistent with the member's signed authorization form or the terms of this Agreement, the University will correct the error as soon as practicable after being informed of the error in writing either by the bargaining unit member or the Union.

Section 8. The Union shall indemnify and hold harmless the University, its Board of Trustees,

agents, personnel and students from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University in compliance with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

Section 9. On or about the fifteenth (15th) of the month following the month in which the deductions were made, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the bargaining unit member to the University's office of Human Resource Management.