

Article X
Union Security

X.1 Bargaining unit members who are appointed to a position covered by this Agreement, and who receive compensation in the form of wages, may elect to join the Union and pay membership dues and fees.

Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.

X.3 Bargaining unit members may elect to join the Voluntary Community Action Program (V-CAP) and deduct a flat dollar amount from their paycheck.

X.2 Upon notification from the Union of a bargaining unit member's written authorization, the University shall deduct Union dues from each paycheck, and remit, to the Union, the same together with a list of names of the bargaining unit members from whom deductions were made, including the employee's name, unique ID number, amount of dues/initiation fees, VCAP amount deducted, and gross wages. The University shall transmit this data in electronic format.

X.3 The University is not required to make retroactive deductions if an employee is out of an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than two (2) weeks prior to the implementation of a new deadline.

X.4 The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to AGWA within fifteen (15) working days following each pay period in which deductions are made.

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.

X.5 The Union shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with deducting dues and providing lists referenced in this Article. The University shall deduct such charges from the dues service amounts it remits to the Union.

~~X.6 Deduction authorizations shall terminate 60 days after the expiration of the collective bargaining agreement on XXXXXXXX, or any extension thereof, unless revoked before that date by a bargaining unit member as addressed above, or unless extended by express mutual written agreement of the parties.~~

X.7 In the event of claims, demands, suits, or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article, the Union shall indemnify and hold the University harmless against any and all liability that arises by such actions ~~taken by either party.~~