

## ARTICLE \_\_\_\_ Union Security and Check-Off

### SECTION \_\_.1 – Membership

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

Every graduate student worker will be given the choice to affirm choosing to join the union or not for each appointment period, or if already a member, if they wish to opt out. There will be no fee or further consequences for the graduate student worker who chooses not to join the union.

The Union will draft a letter to be reviewed by the University to be sent to the graduate student worker if they fail to make a choice within thirty (30) days of receiving their appointment letter. This will be implemented as soon as possible following discussions between the University and the Union.

~~Subject to applicable law, all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned. Subject to applicable law, all present employees who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the thirtieth (30th) day following the effective date of this agreement or the thirtieth (30th) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.~~

### SECTION \_\_.2 – Check-Off

If a graduate student worker is a member of the Union or if a graduate student worker decides to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have ~~The Employer shall provide the Union payroll deduction for union dues or service fees for Employees who~~ authorized the deductions in a paper or electronic form acceptable to the university as provided for in Appendix [x] in the amount designated in writing by the financial officer of UE Local 300. The Union shall provide the University with the amount of Union membership dues and fees that a graduate student worker who joins the Union must pay. ~~The deductions shall be made provided the deduction request is submitted to Cornell's payroll office on a form authorized by the Union.~~ The deductions shall be made from Employees' paychecks for each pay period. ~~The authorizations may be~~

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~~submitted to the payroll office at any time, and the deductions will commence on the following payday.~~

The University ~~Cornell~~ will remit the amounts deducted to the financial officer of UE Local 300 on a monthly basis, within seven (7) days of the last payroll date of the month ~~no later than the fifth (5th) of each month.~~ The University ~~Cornell~~ will include with each remittance a ~~complete-editable-digital~~ check-off list that includes each graduate student worker's ~~Employee's~~ name, ~~NetID, current stipend, full-time~~ ~~Employee (FTE) status~~, the amount deducted from each graduate student worker's ~~Employee's~~ pay, and the date of each deduction.

Deductions shall commence for the first full pay period following receipt of the graduate student worker's written authorization and shall continue unless affirmatively revoked by the graduate student worker. The University is not required to make retroactive deductions. In order for the deductions to be made, the authorization cards must be received by the University's designated representative at least seven (7) business days preceding the payday when the checkoff is to begin.

~~The Employer shall provide to the Union the University email address for each Employee prior to the Employee's receipt of their first paycheck so that the Union shall be able to communicate with each Employee about the process of complying with this Article.~~

The Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

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