

UA proposals presented 8/30, 9/14/21 ~~rejected language from current, or UNAC proposed;~~ new proposed

UNAC counters presented 8/31, 10/5/21 ~~rejected language from current, or UA proposed;~~ new proposed
Existing language struck by both parties ~~XXXXX~~

UNAC Counter 10.5.21; clean copy follows at end

ARTICLE 4

Membership and Voluntary Dues Deduction, and Agency Fee

4.1 All bargaining unit members are eligible to join United Academics at the date of hire, defined as the date an applicant accepts the job offer from the University.

4.1.1 Within ten (10) days of hire of new bargaining unit members, the University shall provide to United Academics the name and contact information for all newly hired 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 and the University 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 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.~~

~~e. Within five 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 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 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 The University will invite a United Academics representative to new faculty orientations to address new bargaining unit members, and United Academics will be provided an opportunity to deliver a dues deduction form to all new bargaining unit members.

The University will inform new faculty members that they are part of the United Academics bargaining unit, and that they have the right to join as a dues paying member.

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.~~

4.3 Upon receipt by the University of a deduction authorization form (on the mutually agreed-upon deduction form), dated and signed by the UNAC Bargaining Unit Member, the University shall deduct on a bi-weekly basis from the UNAC Bargaining Unit Members wages, the amount of dues, fees, and other employee benefits specified by the Union. Such deduction authorization shall remain in effect until or unless the deduction form is revoked in writing by the UNAC Bargaining Unit Member.

Deductions are effective at the time the properly executed deduction form is submitted to the University, and shall be deducted from the first pay period following the pay period in which the deduction form is submitted. The University will make reasonable effort to forward the monies

in the pay period following the one in which the deduction is made, along with an itemized statement listing the UNAC Bargaining Unit Members and the amounts deducted.

In the event of any University-caused delay in processing and effecting the signed and submitted dues deduction forms, the University will remit to United Academics the amount of dues deductions that would have otherwise been collected had the form been timely processed; these amounts shall be paid by the University and not back charged to the member(s).

~~4.45 — The UA AdministrationUniversity 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.~~

~~4.56 — 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 UA AdministrationUniversity per Article 4.2 above.~~

HISTORY OF PROPOSALS: [UA 9.14.2](#); [UNAC 8.31.21](#); [UA 8.30.21](#);

ARTICLE 4

Voluntary Deductions and Membership Dues ~~*Membership, and Dues Deduction, and Agency Fee*~~

~~4.1 The University agrees to deduct the voluntary membership dues 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). The aggregate deduction from all unit members for each payroll period shall be remitted to United Academics within fifteen 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, 2024, 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. (UA 9.14.21 proposed, UNAC rejected)~~

~~4.1 — All bargaining unit members are eligible to join United Academics at the date of hire.~~

~~4.1.1 — Within ten days of hire of new bargaining unit members, the UA Administration shall provide to United Academics the name and contact information for all newly hired bargaining~~

~~unit members.~~ (UNAC 8.31.21 proposed, UA rejected)

~~4.1 All bargaining unit members, as a condition of employment and continued employment, shall be members of United Academies, or in lieu of membership, pay to United Academies 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 Academies shall abide by all applicable federal and state law.~~

~~a. Prior to requesting discharge, United Academies will provide to the bargaining unit member and the University 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 days of the date United Academies provides notice required by law, a bargaining unit member fails to sign a deduction form or make adequate arrangements with United Academies for payment of a service fee limited to the bona fide expenses of representing bargaining unit members, United Academies will request in writing that the university terminate the employment of the bargaining unit member. Along with the request, United Academies will provide to the University's Statewide Office of Labor and Employee Relations acceptable evidence that United Academies 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 working days of receipt of United Academies' request, the University will either notify United Academies 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 Academies to pay appropriate services fees, including any arrearage, within ten 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 Academies.~~

~~d. Upon expiration of this ten-day period, United Academies 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 Academies nor will United Academies assist the bargaining unit member with respect to such a grievance.~~ (Existing language which was struck by both parties, re *Janus*)

~~4.2. 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. All bargaining unit members shall:~~ (UA 9.14.21)

~~4.2 The UA Administration will invite a United Academies representative to new employee~~

~~orientations to address new bargaining unit members, and will provide a dues deduction form to all new bargaining unit members. (UNAC 8.31.21)~~

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 Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University. (UNAC 9.14.21) 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.~~

~~4.34 — The UA Administration 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 working days following the deduction, with a listing of the unit members' names and the amount deducted. The deduction authorization ~~shall remain in effect~~ terminate on December 31, _____ 2016/2019, unless revoked before that date by the unit member by giving written notice to United Academics and to the UA Administration University, or unless extended by express mutual agreement of the parties. (Existing language in black type; UNAC proposed language 8.31.21)~~

~~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 — Bargaining unit members may:

a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of voluntary membership dues in accordance with 4.1;

b. Revoke the deduction authorization at any time by written notice to United

Academics and the University. (UA 9.14.21)

4.45 ~~The UA Administration~~ 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. (Existing language in black type; UNAC proposed language 8.31.21)

4.5 ~~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.~~ 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. (UA 9.14.21)

4.56 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 UA Administration University per Article 4.2 above. (Existing language in black type; UNAC proposed language 8.31.21)

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 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, 2016/2019, 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.~~

~~*Voluntary Deductions and Membership Dues*~~

~~4.1 The University agrees to deduct the voluntary membership dues 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). The aggregate deduction from all unit members for each payroll period shall be remitted to United Academics within fifteen 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, 2021, 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.~~

~~4.2 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.~~

~~4.3 Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.~~

~~4.4 Bargaining unit members may:~~

~~a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of voluntary membership dues in accordance with 4.1;~~

~~b. Revoke the deduction authorization at any time by written notice to United Academics and the University.~~

~~4.5 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. (UA proposed to adopt existing MOA Language 8.30.21; UNAC rejects)~~

ARTICLE 4

Membership and Voluntary Dues Deduction

- 4.1 All bargaining unit members are eligible to join United Academics at the date of hire, defined as the date an applicant accepts the job offer from the University.
- 4.1.1 Within ten days of hire of new bargaining unit members, the University shall provide to United Academics the name and contact information for all newly hired bargaining unit members.
- 4.2 The University will invite a United Academics representative to new faculty orientations to address new bargaining unit members, and United Academics will be provided an opportunity to deliver a dues deduction form to all new bargaining unit members.

The University will inform new faculty members that they are part of the United Academics bargaining unit, and that they have the right to join as a dues paying member.

- 4.3 Upon receipt by the University of a deduction authorization form (on the mutually agreed-upon deduction form), dated and signed by the UNAC Bargaining Unit Member, the University shall deduct on a bi-weekly basis from the UNAC Bargaining Unit Members wages, the amount of dues, fees, and other employee benefits specified by the Union. Such deduction authorization shall remain in effect until or unless the deduction form is revoked in writing by the UNAC Bargaining Unit Member.

Deductions are effective at the time the properly executed deduction form is submitted to the University, and shall be deducted from the first pay period following the pay period in which the deduction form is submitted. The University will make reasonable effort to forward the monies in the pay period following the one in which the deduction is made, along with an itemized statement listing the UNAC Bargaining Unit Members and the amounts deducted.

In the event of any University-caused delay in processing and effecting the signed and submitted dues deduction forms, the University will remit to United Academics the amount of dues deductions that would have otherwise been collected had the form been timely processed; these amounts shall be paid by the University and not back charged to the member(s).