

## Article 5 - DEDUCTION OF PROFESSIONAL DUES

### A. DUES DEDUCTION

1. The University agrees to deduct on a pro-rata basis from each biweekly paycheck the annual AAUP-AFT professional dues of each member of the negotiations unit as defined herein, for whom the AAUP-AFT furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the AAUP-AFT furnishes to the University such voluntary written authorization for such deductions from any negotiations unit member, that negotiations unit member shall retain that status each semester, academic year, or calendar year that they are employed as a member of the negotiations unit, unless that member submits a written withdrawal of their authorization.

2. Withdrawals of unit member authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions and the terms of the agreement set forth between the AAUP-AFT and the unit member on the membership/dues authorization card, or equivalent document.

3. The University shall reinstate the dues deduction of any negotiations unit member who has temporarily left the negotiations unit (but retained a title in the negotiations unit) because of a University assignment to a position not covered by the recognition clause of this agreement and who has previously given voluntary written authorization. The original authorization forms, or copies of them, will be supplied by the AAUP-AFT to the University for verification, if requested. The resumption of dues deduction shall be made as soon as practical after receipt by the University of written notice from the AAUP-AFT that a negotiations unit member has returned to a position covered by the recognition clause of this agreement. Negotiations unit members must submit written withdrawals of their authorization to the AAUP-AFT. It is the AAUP-AFT's responsibility to transmit such withdrawals of authorization to the University. The University will continue to deduct dues until it receives the withdrawal of authorization.

4. The amount of AAUP-AFT professional dues shall be such amount as may be certified to the University by the AAUP-AFT at least 30 days prior to the date on which deduction of AAUP-AFT professional dues is to be made. The University shall remit to the AAUP-AFT all professional dues deducted pursuant hereto every two weeks in which such deductions are made, together with a list of names of members of the negotiations unit from whose pay such deductions have been made.

### B. POLITICAL CHECK-OFF

To the extent permitted by law and as described more particularly in Appendix C and Appendix D to this Agreement, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit.

The deductions referred to above shall be forwarded to AAUP-AFT in accordance with the provisions of applicable law and as described more particularly in Appendix C and Appendix D to this Agreement.

- C. In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the AAUP-AFT shall be solely responsible for the return of such dues, provided the University transmitted the dues to the AAUP-AFT and provided the AAUP-AFT or a court determines that the AAUP-AFT or the University is obligated to return the dues.