

**Article VI**  
**Dues and Fair-Share Agency Fee**

**A. Association Dues and Fair-Share Agency Fees**

Bargaining-unit members shall be required to become members of the Association or agree to tender to the Association a prescribed fair share agency fee or agree to make a contribution to a University scholarship or student-research fund.

Association membership, or status as a fair share agency-fee payer, shall be established by filing a signed payroll deduction authorization with the University or by payment of a lump sum equivalent to the dues or fair share agency fees required by Association members or fair share agency-fee payers. Such authorization form will be provided by the Association through the University at the time an offer of appointment is tendered. All authorizations shall remain in effect during the lifetime of this Agreement and any successor Agreements, except as provided below:

1. If a bargaining-unit member who is otherwise obliged, as described above, to pay Association dues or fair share agency fees fails to tender the dues or fees required, the bargaining-unit member shall have the option to designate the equivalent of 100% of the current annual Association dues, in the case of bargaining-unit members with tenure or ESS or who have worked at Wayne State University for seven or more years as of September 1, 2002, or 110% of the current annual Association dues in the case of all other bargaining-unit members, to the Provost's University scholarship or student-research fund.
2. If a bargaining-unit member who is required to do so fails to tender a duly executed authorization card within ninety days of the date of his/her hire, or fails to agree to make a contribution to the Provost's University scholarship or student-research fund, the Association shall notify the bargaining-unit member by certified or express mail that s/he is delinquent in not tendering the professional dues or fair share agency fees or in making a contribution, and it shall specify the current amount of the delinquency. The bargaining-unit member shall have thirty days to correct the delinquency and tender the appropriate form.
3. If the bargaining-unit member fails to make an election within thirty days, the Association shall so notify the University, including appropriate documentation demonstrating that the bargaining-unit member has been duly notified and has failed to correct the deficiency. The bargaining-unit member shall then be notified that s/he has failed to comply with the terms of this Agreement and is subject to a two-day layoff.
4. If the bargaining-unit member fails to make an election within the next thirty days, the University shall notify him/her that s/he shall be laid off for two days.
5. If the bargaining-unit member fails to comply with the requirements specified herein, s/he shall be laid off for the first two days of winter semester break. A bargaining-unit member's lay-off for two days, with a corresponding deduction in his/her academic-year base salary, shall serve to cancel the entire obligation for which the bargaining-unit member is or may be obligated during each academic year. In no instance shall a bargaining-unit member be laid off under this provision more than once during an academic year.

The layoff of a bargaining-unit member shall not be subject to any provision of this agreement deemed inconsistent therewith. Grievances arising out of this article shall be limited to whether or not the bargaining-unit member paid the membership dues or fair share agency fee, or made the contribution, as provided herein. All other grievances shall be barred.

**B. Authorization for Payroll Deduction for Association Dues and Fees**

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues or fair-share agency fees levied in accordance with the bylaws of the Association from the pay of each member of the bargaining unit who, through the treasurer of the Association, executes a standard form prepared for “Authorization for Payroll Deduction of Association Dues and Fees” deductions.

By not later than August 1 each year, the Association shall provide to the University a rate schedule adopted in its governing board for initiation fees, professional dues, and fair-share agency fees, as well as an electronic list of all dues-paying members, annually and as changes occur, for use in implementing the provisions of this Article.

Any submitted Authorization for Payroll Deduction of Association Dues and Fees form which is incomplete or in error will be returned to the treasurer of the Association. In the event that a bargaining-unit member elects to contribute to the Provost’s University scholarship or student-research fund, the University agrees to make appropriate regular deductions.

**C. Payment to the Association**

The University will furnish the Treasurer of the Association, no later than the tenth of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

**D. When Dues and Fees Deductions Begin**

Dues and fees deduction under all properly executed Authorization for Payroll Deduction of Association Dues and Fees forms for each member of the bargaining unit, as submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the bylaws of the Association. The deductions shall begin following the receipt by the University of the Authorization Forms.

**E. Limit of University’s Liability**

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University and its Governors, officers and employees harmless from all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by the University for the purpose of complying with this Article.

**F. Refund Claims**

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the bylaws of the Association, refund to the claimant shall be made by the Association.

**G. Disputes Concerning Dues or Fees Deductions**

Any dispute which may arise as to whether or not a bargaining-unit member properly executed or revoked an Authorization for Payroll Deduction of Association Dues and Fees form shall be reviewed with the individual, an Association-appointed representative, and the University.

H. Payroll Deduction Form

## Authorization for Payroll Deduction of Association Dues and Fair Share Fees

TO: Wayne State University

This will authorize you to withhold from my gross, regular, bi-weekly earnings (including WSU summer earnings) either union dues, Fair Share fees, or research/scholarship fund contributions, as indicated below, in the amount determined by the AAUP-AFT. This authorization will continue during my employment with Wayne State University unless revoked in the manner permitted by law. I direct you to periodically pay the amount withheld to the AAUP-AFT or to a designated fund according to my selection of membership status indicated below.

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ and/or Banner ID # \_\_\_\_\_

**Note:** Fund contributions and union dues or fees are not deductible as charitable contributions for either federal or state tax purposes. Union dues or fees may be deducted as a professional expense.

## Membership Status

TO: AAUP-AFT

I have elected to become (select one):

- Union member with all the benefits of membership. Dues are currently assessed at the rate of 0.009 of gross salary to the maximum salary on which across-the-board raises are based.
- Fair Share fee payer at 75% of regular dues, with no benefits of membership.
- Fund contributor at 110% of regular dues to a university-wide Provost fund (100% for those hired before Sept. 1, 1995, or who had tenure or ESS as of Sept. 1, 2002). Please designate type of fund:

\_\_\_\_\_ scholarship or \_\_\_\_\_ student research

Signed:

Date: \_\_\_\_\_