

## **ARTICLE V ASSOCIATION AND MEMBERSHIP**

### **Section 1. Payroll Deduction.**

The University agrees to deduct dues and assessments from the pay of any bargaining unit members upon receipt of written authorization signed by the employee. The Association Treasurer shall provide the University Controller's Office and Personnel Office no later than two (2) weeks prior to the first pay of the academic year a written statement of the Association's annual dues and the amount of the fair share fee (see Section 2).

Dues shall be deducted from the bargaining unit member's paycheck in equal payments over a nine (9) month period.

A. The following may be selected by the faculty member for payroll deduction:

- (1) National Education Association (NEA) dues;
- (2) Ohio Education Association (OEA) dues;
- (3) Southeastern Ohio Education Association (SOEA) dues;
- (4) Departments of OEA as found on the yearly enrollment form selected by the individual;
- (5) Shawnee Education Association (SEA) dues;
- (6) Desco Federal Credit Union;
- (7) Other insurances, annuities, and deductions already permissible for University employees;
- (8) Kentucky state income tax.

On a monthly basis, the Controller's Office will transmit to the Association Treasurer a payment for dues deducted for each Association member equivalent to one-ninth (1/9th) of his/her annual membership dues.

B. Additional payroll deductions may be allowed 30 days after receiving written authorization for such deductions either from 10% of the members of the bargaining unit, if such deduction is specific to the interests of unit members, or from 20 employees on the University's payroll records, if such deduction is of general interest to all employees (e.g., TIAA-CREF annuities or U.S. Savings Bonds).

## **Section 2. Fair Share Fee.**

The University shall deduct from the pay of members of the bargaining unit who elect not to become or not to remain members of the Shawnee Education Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

The fair share shall not be more than 100% of the unified dues of the Association, and notice of such annual fair share fee shall be transmitted by the Association to the Controller's Office and Personnel Office of the University no later than two (2) weeks prior to the first pay of the academic year. The University agrees to transmit all amounts deducted to the Association on a monthly basis.

The University further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.

A. Payroll deduction of the fair share fee shall begin with the second payroll period in January. However, no fair share fee deductions shall be made for new bargaining unit members employed after October 31 until the above January pay period or sixty (60) days after the beginning of employment, whichever is later.

B. The Personnel and Controller's Office of the University shall, upon notification from the Association that a member has terminated membership, commence deducting the fair share fee as specified by (A) above, and the yearly amount of the fee deducted shall be the annual amount of the fair share fee less the amount previously paid in Association dues for the academic year.

C. The Association represents to the University that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code, that a written procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

D. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

E. The Association agrees that it shall indemnify and hold harmless the University, its officers, trustees, employees or agents, against all claims, damages, causes of action, awards, costs, expenses, and any and all damages arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of this article providing for a fair share fee payable to the Association, and the University's actions and conduct with respect to these provisions.

**Section 3. Payroll.**

The University will continue to pay bargaining unit members on a bi-weekly basis. Bargaining unit members may elect to have payroll checks deposited electronically as allowable through the University's direct deposit system.

**Section 4. Non-Discrimination.**

The University shall not discriminate against any member of the bargaining unit on account of membership in, or activity on behalf of, the Association or its state or national affiliates. Similarly, the Association shall not discriminate against any bargaining unit member who is not a member of the Association or its state or national affiliates.

**Section 5. Equal Rights.**

The University and the Association jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, creed, religion, sex, age, national origin, or handicap.