

**ARTICLE 9**  
**AGENCY SHOP**

9.§1 MAINTENANCE OF UNIT. All bargaining unit faculty shall, within thirty-one (31) calendar days after the commencement of each contract year or within thirty-one (31) calendar days after the effective date of appointment, whichever shall occur later, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees, or make arrangements for payment of dues or service fees to the Chapter, or make written application to the Chapter for conscientious objector status. The Chapter shall provide a written decision on conscientious objector status to the applicant no later than twenty (20) business days after the date of receipt of the application, with a copy of the decision to Western.

9.§1.1 Any person granted conscientious objector status by the Chapter shall, within ten (10) business days after receipt of written notification from the Chapter of the granting of such status, pay to the Chapter an amount of money equal to the annual service fees assessed on non-members. Such conscientious objectors shall determine whether said payment to the Chapter shall be forwarded intact to the Western Michigan University Scholarship Fund or to the Academic Freedom Fund of the National AAUP.

9.§1.2 Any person not granted conscientious objector status shall, within ten (10) business days after receipt of written notification from the Chapter, tender annual payment to the Chapter of either the dues assessed on members or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees.

9.§2 PAYMENT OF DUES OR FEES. The Administration shall deduct from the salaries of members of the bargaining unit, in installments for each pay period, service fees or dues levied by the Chapter, provided the bargaining unit member has voluntarily executed a standard form, prepared by the Administration and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.

9.§2.1 A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the Payroll Office and to the Chapter written notice of cancellation no earlier than thirty (30) calendar days prior to the anniversary date of the authorization, or the anniversary date of this *Agreement*, whichever occurs first.

9.§2.2 The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fees deductions to the Chapter each pay period.

9.§2.3 When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

9.§2.4 Western shall not be liable to the Chapter, by reason of the requirements of this article, for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

9.§2.5 No earlier than thirty (30) calendar days and no later than forty-five (45) calendar days after a faculty member comes into non-compliance with the provisions of this article, and following at least ten (10) business days written notice to the faculty member, the Chapter may notify Western that said faculty member has not complied with the dues or service fees or conscientious objector section of this article. Upon receipt of such written notification from the Chapter, Western's Director of Academic Collective Bargaining and Contract Administration shall, within ten (10) business days, provide an opportunity for the faculty member to establish reasons for nonpayment and for the Chapter to review and discuss those reasons with the Director of Academic Collective Bargaining and Contract Administration. **If, as a result of that communication, the Director of Academic Collective Bargaining and Contract Administration establishes that the Chapter has observed all applicable provisions of this article, and that the faculty member is in noncompliance with said article, Western shall suspend the faculty member without pay for a period equal to two (2) full business days at base salary.** Within ten (10) business days of the Director's finding of noncompliance, said faculty member shall be notified of the days or half days when said suspension and loss of pay shall take place. Such suspensions shall be completed within one hundred eighty (180) calendar days of the notification by the hearing officer.

9.§2.6 For academic-year faculty, Western uses one hundred fifty (150) business days per academic year as the basis for computing the deduction for the two (2) full business days.

9.§3 INDEMNIFICATION. The Chapter shall indemnify and hold the University harmless from any liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this article. Indemnification shall include attorney's fees and the cost of litigation.