

Union Security Agreement (01/23/2013 Draft)

A. Chapter Dues and Fair-Share Agency Fees

Western Michigan University and the Western Michigan University Chapter of the American Association of University Professors (WMU-AAUP, hereinafter known as the “Chapter”) agree that the Chapter’s duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administering of the collective bargaining unit.

Accordingly, bargaining-unit members shall be required to become members of the Chapter or agree to tender to the Chapter either a prescribed fair share agency fee or equivalent contribution to the Western Michigan University Scholarship Fund.

B. Authorization for Payroll Deduction for Chapter Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Chapter dues or fair-share agency fees levied in accordance with the bylaws of the Chapter from the pay of each member of the bargaining unit who executes a standard “Payroll Deduction Authorization” form for this purpose. Current authorizations shall remain in effect during the lifetime of this Agreement and shall be managed in accordance with Article 9 of the 2011-2014 WMU-AAUP Agreement. Current means for administering payroll deductions and transferring funds to the Chapter shall also remain in effect during the lifetime of this Agreement.

C. Limit of University’s Liability

The University shall not be held liable to the Chapter by reason of the requirements of this Agreement for the remittance or payment of any sum to the Chapter other than that constituting actual authorized dues or fees deductions made from University wages. The Chapter shall indemnify and hold the University and its Trustees, 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 Agreement.

D. Duration

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until September 6, 2023, and binds the parties and their successors.
2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to their terms.
3. It is the intention of the parties to recognize this agreement throughout the entirety

of the stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.

On behalf of:
WMU Chapter of the American
Association of University Professors

On behalf of:
Western Michigan University

Matthew S. Mingus, President

John M. Dunn, President

Lisa C. Minnick, Vice President