

Article 28

MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

A. Maintenance of Membership

All FACULTY MEMBERS who are members of APSCUF as of the date of ratification of this Agreement or who, thereafter, during its term become members of APSCUF, shall, as a condition of continued employment, maintain their membership in APSCUF for the term of this Agreement; provided, however, that any such FACULTY MEMBER may resign from membership in APSCUF during the period of fifteen days prior to the expiration of the Agreement (June 16, 2007 through June 30, 2007) by sending a certified letter (return receipt requested) to APSCUF headquarters, Harrisburg, Pennsylvania, and a copy to his/her personnel office. The letter shall be postmarked between June 16 and June 30, inclusive, and shall state that the employee is resigning his/her membership and, where applicable, is revoking his/her check-off authorization. The payment of dues and assessments while he/she is a member shall be the only requisite employment condition.

B. Check-off

1. The STATE SYSTEM/UNIVERSITIES agree to deduct in bi-weekly installments the regular annual dues of APSCUF from the pay of those FACULTY who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by APSCUF to the STATE SYSTEM/UNIVERSITIES and the aggregate deductions from all FACULTY MEMBERS shall be remitted monthly to APSCUF, together with an itemized statement containing the names of the FACULTY MEMBERS from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each FACULTY MEMBER'S written authorization shall be irrevocable for the term of this Agreement but may be revoked at the expiration thereof, as provided in Section A. above.
2. The STATE SYSTEM/UNIVERSITIES and APSCUF hereby agree that all non-members of APSCUF shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.
3. The STATE SYSTEM/UNIVERSITIES further agree to deduct a fair share fee bi-weekly from all FACULTY MEMBER(S) in the bargaining unit who are not members of APSCUF.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the STATE SYSTEM/UNIVERSITIES by APSCUF, and the aggregate deductions of all employees shall be remitted together with an itemized statement to APSCUF by

the last day of the month following the month in which such deductions have been made.

4. The STATE SYSTEM/UNIVERSITIES shall provide APSCUF, on a quarterly basis, a list of all employees in the bargaining unit represented by APSCUF. This list shall contain the employee's name, social security number, address, University and whether the employee is a member or non-member.

5. APSCUF shall indemnify and hold the STATE SYSTEM/UNIVERSITIES harmless against any and all claims, suits, orders, or judgments brought or issued against the STATE SYSTEM/UNIVERSITIES as a result of the action taken or not taken by the STATE SYSTEM/UNIVERSITIES under the provisions of this Article.