

### **ARTICLE 3 AAUP RIGHTS AND SECURITY**

3.1 During the life of this Agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the Union.

3.2 Within thirty (30) days of approval of the contract by the Legislature and as instructed by the Union during the life of the contract, the University shall deduct AAUP dues biweekly from the gross paycheck of each member.

3.3 The amount of dues deducted under this article shall be remitted to the Union as soon as practicable after the pay period of the faculty member for whom any such deduction is made. No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The Union shall be notified when such a situation exists.

3.4 AAUP shall provide to UConn Health's payroll office, biweekly any changes to members' authorization to deduct dues in a format mutually agreed upon by the parties. By providing such list, AAUP certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, UCHC-AAUP shall notify UConn Health's payroll office, in writing, of any revocations of said authorizations and the effective date of the same.

3.5 Should a bargaining unit member approach UConn Health or its agents seeking to terminate or modify his or her contractual relationship with AAUP, that bargaining unit member will be directed to communicate such intent directly with AAUP. In such case, UConn Health may notify the employee of its obligation to comply with this Article, including Section 3.3 above. If UConn Health is informed of a dispute between the bargaining unit member and AAUP concerning the obligation to withhold dues, it may invoke Section 3.6

3.6 Upon request from UConn Health, AAUP shall provide legally sufficient proof of the authorization to collect dues through the payroll deduction to UConn Health for any employee who disputes said authorization as notified in section 3.5. If the requested proof of authorization is not provided within seven (7) calendar days of the request, UConn Health will cease withholding union dues for that employee not later than the first day of the following payroll period. UConn Health may request a dues reconciliation when a concern has been raised regarding the accuracy of a deduction or to whom the deductions are applied.

3.7 On a monthly basis, the Administration shall provide the Union a list of bargaining unit members that will include name, title, department, FTE and salary.

3.8 The Administration will provide the Union, within a reasonable time frame, any information it requests that is needed for collective bargaining, grievance handling or the administration of the contract.

3.9 The parties will meet periodically to exchange information and to discuss matters of mutual concern.

3.10 This Agreement shall be made available to bargaining unit members electronically. An electronic version (e.g., pdf) of this Agreement shall be posted on the UConn Health website.

3.11 In accordance with procedures promulgated by the Office of the State Comptroller, UConn Health shall allow for the voluntary payroll deduction of contributions for AAUP's political action fund. Authorization for such deduction by the employee shall be provided in writing by AAUP to UConn Health's payroll office consistent with process outlined in 3.3 above. The AAUP will hold UConn Health harmless and indemnify it from any claims, actions or proceedings resulting from this deduction.

3.12 UConn Health assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the AAUP hereby agrees that it will indemnify and hold UConn Health harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the AAUP, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

3.13 Once every two weeks, the AAUP shall be provided time during New Employee Orientation conducted by UConn Health to provide information to newly hired faculty.

Kevin Claffey  
AAUP  
05/27/2021  
Date

[Signature]  
UConn Health  
5/28/21  
Date