**ARTICLE XXI**

**AGENCY RIGHTS**

1. Association Security

The parties recognize that this is an agency shop agreement and in accordance with such, it is understood that each bargaining unit member who is not a member of the AAUP shall, nevertheless, thirty (30) days following commencement of employment or the execution date of this Agreement, whichever is later, be required to contribute to AAUP representation costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of AAUP. Bargaining unit members who are not members of AAUP and who, annually in the case of full-time members of the bargaining unit and upon each appointment for part-time/adjunct members of the bargaining unit, file an affidavit with the University, together with a copy thereof with the AAUP, to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf shall be required to make a contribution to the Rider University Memorial Scholarship Fund in an amount equivalent to the representation costs for which they would otherwise have been responsible. Such individuals shall forward to the AAUP a check payable to the Rider University Memorial Scholarship Fund and the AAUP shall promptly transmit the check to such Fund. Upon payment of such contribution, a bargaining unit member shall have no further obligation under the provisions of this Article for the balance of such academic year or, in the case of a part-time/adjunct bargaining unit member, for the balance of such semester or season.

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1. Enforcement

The parties recognize that the failure of any member of the bargaining unit to pay their dues or representation costs to AAUP or their in-lieu contribution to the Scholarship Fund as aforesaid shall be deemed just and reasonable cause for the termination of such individual’s employment and for the non-reappointment of such individual in a bargaining unit position at Rider University. The procedure to be followed in the event of a violation of the requirements of this Article shall be as follows:

* 1. Notification Regarding Non-Compliance

The AAUP shall notify the member of the bargaining unit of noncompliance with the terms of this Article by certified mail, return receipt requested, or by personal service. Said notice shall state the fact of non-compliance, shall quote the language and terms of this Article, and shall advise such individual that a 30-day period shall be afforded for compliance. In addition, such notice shall indicate that failure to effect compliance within such 30-day period may result in a request being filed with the University by AAUP for the termination of such individual’s employment and/or the non-reappointment of such individual in a bargaining unit position at Rider University.

* 1. Termination for Non-Compliance

In the event that such member of the bargaining unit, after receipt of the aforesaid notice and the expiration of such 30-day period, shall fail to comply with the requirements of this Article, the AAUP shall notify the University of such failure in writing. The University shall then send a letter to such non-complying member of the bargaining unit, terminating their employment and advising them that they will not be appointed or reappointed to a bargaining unit position at Rider University. Such termination shall observe the standards of notification for other terminations referred to elsewhere in this Agreement. The AAUP agrees to indemnify and hold harmless the University against any and all expense, liability, damage, or loss, including attorney’s fees, resulting from a termination under this Article, which termination is found to be wrongful by reason of any action or failure to act by the AAUP. The University shall maintain a list of individuals who have been terminated or non-reappointed to bargaining unit positions due to non-compliance. Individuals on this list may not be hired for any bargaining unit position.

Such list shall be updated twice a year and shall be provided to all chairs, directors, Deans, and the AAUP office by December 1 and June 1 of each year.

1. Dues Check-Off

The University will deduct from the salary of all members of the bargaining unit AAUP dues or representation costs, as aforesaid, required to be paid by such members of the bargaining unit upon the condition that AAUP furnish the University in due and proper form in conformity with the provisions of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the members of the bargaining unit permitting such deductions. Such deductions shall be made from the salary check due each such member of the bargaining unit each month when dues or representation costs are due, and the University shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.