

ARTICLE 30
PAYROLL DEDUCTION FOR UNION DUES AND AGENCY FEES

A. GENERAL CONDITIONS

All nurses covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the Association, or pay an Agency Fee to the Association, pursuant to the provisions of HEERA. No nurse shall be required to join the Association as a condition of employment at the University.

B. DUES DEDUCTIONS

1. Each nurse who is a member of the Association on the effective date of this Agreement and each nurse who joins the Association thereafter during the term of this Agreement, shall have the periodic dues of the Association deducted as provided in Article 30, Dues Deduction for the term of this Agreement.
2. Upon receipt of a written authorization by a nurse using a form provided by the University, the University shall deduct and remit to the Association no less frequently than once a month the standard initiation fee, periodic dues, and general assessments as established by the Association until such time as the nurse submits written notification to the University to discontinue the nurse's authorization. Such individual authorization for dues deductions shall be effective within thirty (30) calendar days from the date the University received the properly completed authorization form. The University shall not be responsible for deduction in any pay period in which the nurse's net earnings are insufficient to cover the deduction. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. Upon request of the Association, the appropriate University office shall supply dues deduction forms to the Association.
3. Bargaining unit members who are members of the Association on or after the effective date of this Agreement who wish to withdraw from Association membership may do so effective on the expiration date of this Agreement by filing a written notice with the University on or after the thirtieth (30th) day prior to the expiration date of this Agreement. No nurse shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service.

Withdrawal notices received by the University after the effective date of this Agreement and before thirty (30) days prior to the expiration of the Agreement, shall be returned to the nurse by the University with reference to this Article. The Association will receive copies of all such correspondence.

C. AGENCY FEES

Upon notification to the University by the Association, nurses in the bargaining unit who do not elect to pay dues as outlined in §B., above will, as a continued condition of employment, pay an Agency Fee in the amount established by the Association. The amount of the Agency Fee shall not exceed the monthly dues that are payable by members of the Association. The amount of the fee shall be deducted by the University from the wages of the employee and paid to the Association.

D. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in §B. and §C, above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the University once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

E. CORRECTION OF ERRORS

If, through inadvertence or error, the University fails to make authorized deductions, or any part thereof, the University shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the nurse any deductions erroneously withheld from a nurse's wages by the University and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the Association.

F. FEES FOR PROVIDING PAYROLL DEDUCTIONS

For each monthly remittance to CNA, the University shall charge CNA and deduct from the dues/agency fee service amount being remitted \$10.00 plus \$.07 per employee for whom fee deductions are being made. Such charges shall be deducted from the dues/agency fee service amounts being remitted to CNA.