

ARTICLE 26
PAYROLL DEDUCTIONS

A. DUES DEDUCTION

1. General Conditions

Upon receipt of a written authorization from AFSCME or an employee covered by this Agreement, the University will deduct from the employee's pay the monthly amount certified by AFSCME to be the dues required for the employee's membership in the Union. The employee's authorization must be provided on a form agreed upon by the parties. Such individual authorization shall be effective only as to dues becoming due after the dates of delivery of the authorization form and accomplishing of the appropriate programming/payroll information on the employee requesting deduction, however the time for appropriate programming shall in no case exceed forty-five (45) calendar days from the date of delivery of the authorization form. The amount deducted for payment of such dues shall be 1.25% of an individual employee's retirement gross salary up to maximums as established by AFSCME. Any change in the percent or maximum amount of dues shall be in accordance with Section B below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with University payroll procedures in existence at the time and location the deduction is made. The amount of the deduction shall be certified to the University in writing, by AFSCME.

2. Dues Amount Change

AFSCME may change the certified dues amount once per calendar year, and all costs associated with accomplishing such changes in the dues amount (machine, programming, etc) shall be paid by AFSCME at the same rates that apply to other employee organizations described in the University Accounting Manual. Any annual changes in the amount to be deducted for AFSCME dues shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change. The University shall provide AFSCME with estimated costs and an estimated time of completion and AFSCME shall pay the agreed-upon costs before the University makes the change.

3. **New Deductions**

New individual authorizations for an AFSCME payroll dues deduction must be presented to the designated office at the employee's campus/hospital/ Laboratory location and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the locations' payroll system, in no case later than forty-five (45) calendar days.

4. **Cancellation Of Deductions**

Bargaining unit members who are members of AFSCME on or after the effective date of this Agreement who wish to withdraw from Union membership may do so during a period of thirty (30) days after the effective date of this Agreement, and during the annual window period (except there shall be no annual window period in 2002) which shall be thirty (30) days prior to the annual anniversary date of the Agreement (May 1) by filing a written notice with the University. Withdrawal notices received by the University at other times during the effective contract dates shall be returned to the bargaining unit employees by the University.

B. ORGANIZATIONAL SECURITY FEE, EFFECTIVE JUNE 1, 2000

1. **Organizational Security**

University employees in the bargaining unit who are not members of AFSCME and not paying dues through payroll deduction, as a continued condition of employment, shall be required to pay an agency fee service fee. The amount of the agency fee service fee shall not exceed the monthly dues that are payable by members of AFSCME. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to AFSCME.

2. **Organizational Security Fee Change**

AFSCME may change the certified agency fee service fee amount once during the calendar year, or as may be required by law, and all costs associated with accomplishing such changes in agency fee service fee amounts (machine, programming, etc.) shall be paid by AFSCME. Any changes in the amount to be deducted for the agency fee service fee shall be certified to the University, in writing by the President of AFSCME at least forty-five (45) calendar days prior to the proposed effective date of the fee change. Estimated costs and time of completion shall be provided to AFSCME within thirty (30) days AFSCME's written request. Following agreement on the cost and time, AFSCME shall pay the cost and the University shall complete the changes.

3. **Exemption From Organizational Security Fee**

Any employee in this unit who is a member or, as long as AFSCME is responsible for administering conscientious objector status, an observant of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support AFSCME as a condition of employment. AFSCME shall determine the validity of the employee's status as a conscientious objector status. If AFSCME agrees to the objector status of the employee it shall address the matter with the employee in accordance with its procedures. AFSCME will, upon request, provide the University with a list of approved conscientious objectors.

C. OTHER DESIGNATED DEDUCTIONS

1. Payroll deduction shall be made for AFSCME-sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as Special set forth in "regulations for Non-University Insured Benefit Program".
2. Upon presentation of a signed authorization form, executed by the employee, the University agrees to an additional voluntary check off for Public Employees Organized for Political and Legislative Equality (PEOPLE), an AFSCME special contribution program.

D. INFORMATION TO ACCOMPANY REMITTANCE

Each campus/hospital/Laboratory (the Laboratory shall provide such information in its current format) shall remit at least monthly to AFSCME in the form of a remittance to an address designated by AFSCME an amount representing the authorized dues deductions, agency fee service fees and other designated deductions. The University shall submit a standard deduction report which shall contain by campus/hospital, an alphabetical listing of the AFSCME members and fee payers for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, earnings that are the basis for the deduction. The report shall be provided electronically via the *ftp* site. Any costs associated with AFSCME requested changes in the deduction report referenced above shall be fully paid by AFSCME.

E. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. Each campus, hospital, or Laboratory for each remittance to AFSCME shall charge AFSCME and deduct from the dues/agency fee service fee total being remitted \$.07 per employee for whom fee deductions are being made and \$10.00 for each remittance.

These costs shall continue to be charged to AFSCME for check remittance unless the parties agree otherwise. If electronic transfer is accomplished and no check is provided, the cost to initiate the process and cost per transfer shall be paid by AFSCME according to the University Accounting Manual with respect to employee organizations.

2. For the purpose of voluntary deductions for Public Employees Organized for Political and Legislative Equality (PEOPLE), fees charged to AFSCME or employees shall not exceed the actual costs incurred by the University to establish such deductions.

F. CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues, agency fee service fees or other authorized deductions or any part thereof, or fails to remit to AFSCME such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to AFSCME any deductions it has erroneously failed to remit. From the time AFSCME notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have forty-five (45) days to make the corrections. If after an additional forty-five (45) days the University does not make the agreed-upon corrections and AFSCME incurs direct costs, the University will reimburse AFSCME for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, AFSCME may grieve the matter only as a union grievance.

It is expressly understood and agreed that AFSCME shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to AFSCME.

G. INDEMNIFICATION

It is specifically agreed that the University assumes no obligations or liability, financial or otherwise, pursuant to payroll deduction other than those specified in this Article and in applicable law.