

ARTICLE 3 PAYROLL DEDUCTION

A. GENERAL CONDITIONS

Upon receipt of a voluntary written individual authorization form and signed by an employee covered by this Agreement on a form mutually agreed upon by the parties and provided to the employee by the FUPOA (authorization for FUPOA payroll deduction), the University will deduct from the pay due such employee the monthly amount certified by the FUPOA to be the dues required for the employee's membership in the FUPOA. 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. The amount deducted for payment of such dues shall be \$22.00 per month as established by FUPOA. Any change in the amount of dues shall be in accordance with 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 the Federated University Police Officers Association.

B. DUES AMOUNT CHANGE

FUPOA 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 FUPOA. Any annual changes in the amount to be deducted for FUPOA dues shall be certified to the University, in writing, at least 45 calendar days prior to the effective date of the dues amount change. Additionally, it shall be FUPOA's responsibility to notify any and all employees affected by a dues amount change.

C. NEW DEDUCTIONS

New individual authorizations for a FUPOA payroll dues deduction must be presented to the designated office at the employee's campus location and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the location's payroll system.

D. CANCELLATION OF DEDUCTIONS

Bargaining Unit members who are members of FUPOA on or after the effective day of this Agreement who wish to withdraw from FUPOA membership may do so during the period commencing 30 calendar days prior to the Agreement expiration date, and during the annual window period which shall be the month of June, 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. FUPOA will receive copies of all such correspondence.

E. ORGANIZATIONAL SECURITY (FAIR SHARE) FEE

1. Organizational Security

Upon written notification to the University by FUPOA, members of the bargaining unit who do not elect to pay dues as outlined in Paragraph A above, as a continued condition of employment, shall pay an organizational security fee. The amount of the fee shall not exceed the monthly dues that are payable by members of FUPOA. The amount of the

fee shall be deducted by the University from the wages or salary of the employee and paid to FUPOA.

2. Exemption From Organizational Security Fee

An employee in this unit who is a member 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 FUPOA as a condition of employment. An employee to which this provision is applicable may be required to pay sums equal to the amount of the organizational security fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code chosen by the employee from a list of at least three funds designated by the University and FUPOA, or if the University and FUPOA fail to designate funds, chosen by the employee.

3. Severability

In the event that the fair share provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that the understandings codified in Section E will be null and void.

F. INFORMATION TO ACCOMPANY REMITTANCE AND FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. Each campus shall remit to FUPOA to an address designated by FUPOA an amount representing the dues deduction and organizational security fees, less any reduction(s) referenced in Section A. above, made pursuant to this Article. A standard deduction report shall be provided to FUPOA on a monthly basis and shall contain, by campus, an alphabetical listing of the FUPOA members for whom payroll deductions were made. The report shall include the employee identification number, employee name and amount withheld. Any costs associated with changing the deduction report referenced above shall be fully paid by FUPOA.
2. The campus, for each check remitted to FUPOA, shall charge FUPOA and deduct from the dues total being remitted to FUPOA \$.07 per employee for whom dues deductions are being made and \$10.00 for each check remitted. These costs will continue to be charged to FUPOA on an ongoing basis.

G. CORRECTION OF ERRORS

If through inadvertence or error the University fails to make authorized deductions, organizational security fees, or any part thereof, the University shall have no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of FUPOA, their disposition thereafter shall be the sole and exclusive responsibility of FUPOA. It is expressly understood and agreed that FUPOA shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to FUPOA. If through error the full amount due to be deducted is not deducted and remitted to FUPOA, the University will, upon written authorization of the employee, provide subsequent deductions until the shortage is corrected.

H. INSURANCE PROGRAM

Payroll deduction shall be made for FUPOA sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as set forth in "Special Regulations for Non-University Insured Benefit Program."

I. INDEMNIFICATION

FUPOA shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability which may arise out of actions taken or not taken by the University for purposes of complying with the provisions of this Article. FUPOA further 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.