

ARTICLE 38 PAYROLL DEDUCTIONS

A. General Conditions

1. Pursuant to the provisions of HEERA, all doctors covered by the terms of this Agreement shall, as a condition of continued employment, either become a member of UAPD or pay a fair share service fee to the Union.
2. UAPD shall certify to the University in writing the monthly dues required for union membership; the fair share fee amount; and the amount of any initiation fees. The amount of the fair share fee shall not exceed the monthly dues that are payable by members of the UAPD. In accordance with the provisions outlined below, the University shall deduct from the pay of represented employees and remit to the Union the amount in membership dues and fair share fees UAPD has certified in writing.
3. The Union may change the certified dues/fair share fee once per calendar year. Any annual changes in the amounts to be deducted for UAPD dues or fair share fees shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of such change. Where accomplishing changes in the dues or fair share fee amounts results in associated costs (machine, programming, etc.), such costs shall be paid by the Union at the same rates that apply to other employee organizations, as described in the University Accounting Manual. The University shall provide the Union with estimated costs and estimated time of completion. The Union shall pay the agreed-upon costs before the University makes the changes.
4. Deduction and remittance of membership dues and fair share fees shall be monthly, or where applicable, more frequently, in accordance with University payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.
5. The payment of fair share fees and union dues through payroll deduction will continue even if the collective bargaining agreement expires.

B. Deduction of Union Dues

1. Within forty-five (45) days of receiving the signed authorization form from an employee covered by this Agreement, the University will deduct from the employee's pay the certified monthly amount in membership dues.
2. **Deduction Authorization Form**

The employee's authorization shall be provided using the form titled Membership Application and Payroll Deduction Authorization, found in Appendix 1.

- a. The deduction authorization form shall be submitted to the designated campus office by any one of the following means:
 - 1. Hand Delivered;
 - 2. U.S. Postal Service;
 - 3. Email (where available) in Portable Document Format (PDF); or
 - 4. Facsimile (where available).
- b. UC shall send any original forms in its possession to the UAPD. UAPD will retain the original copies of deduction authorization forms.

3. Withdrawal from Union Membership

- a. Bargaining unit doctors who are members of the Union on or after the effective date of this Agreement who wish to withdraw from Union membership may do so by filing a signed and dated written notice with the University within thirty (30) days prior to the expiration date of the Agreement. Union dues deductions shall be cancelled within 45 (forty-five) calendar days of receipt of the notice of cancellation. The University shall provide the Union with a copy of such notices.
- b. No employee shall be dropped from UAPD membership upon return from a total separation of UC employment, provided the employee returns to the same campus and bargaining unit within sixty-one (61) months of separation. Transfer to a position within the University but outside of the DX unit will sever the employee's membership with the UAPD and necessitate re-enrollment upon return to the DX unit.

C. Fair Share Fees

- 1. No later than 45 (forty-five) days after notification of ratification, the University will deduct from non-member employees' pay the amount certified by the Union to be the fair share fee.
- 2. Employees who do not elect to pay union dues shall pay the fair share fee as a condition of employment with the University. The amount of the fee shall be deducted by the University from the salary of the employee and remitted to the UAPD.
- 3. Employees who are members of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations must apply for objector status with UAPD.
 - a. UAPD shall determine the validity of the employee's status as a conscientious objector.

- b. If the UAPD agrees to the objector status of the employee, it shall provide, on a monthly basis, proof of payments made to charitable organizations.

D. Processing Payroll Deductions for Dues, Fees and Other Organizations

1. For each dues/fees deduction check submitted to the UAPD, each Student Health and Counseling Center shall deduct from the total amount remitted an administrative fee of seven cents (\$0.07) per employee, which covers reporting and calculation of dues/fees, plus a deduction of \$10.00 for each check remitted to UAPD. These fees will be assessed on an ongoing basis. The same fees shall apply to electronic transfers.
2. The University shall remit, at least monthly to the Union, in the form of a remittance to an address designated by the Union, or an electronic transfer, an amount representing the authorized dues deductions, fair share fees, and other designated deductions. The University shall provide a standard deduction report that shall contain, by campus, an alphabetical list of the Union 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 in an editable format. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.

E. Correction of Errors

1. If the University fails to deduct and remit the correct amount of authorized payroll dues, fair share fees or other authorized deductions, or any part thereof, the University shall correct the deduction amounts within forty-five (45) days of becoming aware of the error(s).
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the salary of the employee to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions from employees' pay. However, the additional deductions shall not exceed two (2) times the normal dues amount in any given pay period. In no event shall the University be required to provide lost deductions from separated employees.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.

F. Other Deductions

1. Payroll deductions shall be made for UAPD-sponsored programs pursuant to the provisions of the University's Accounting Manual requirements. For insured

benefits programs, the section of the Accounting Manual entitled “Special Regulations for Non-University Insured Benefit Programs” applies.

2. The University agrees to the inclusion of a box on the form titled Membership Application and Payroll Deduction Authorization that an employee can check to indicate his/her agreement to a voluntary contribution for the UAPD Political Action Program, provided authorizations are for regular recurring payroll deductions, and are not used for one-time deductions. Contributions shall become effective within forty-five (45) days of receiving the signed authorization form.

Contributions to the UAPD Political Action Program may also be authorized using the form titled Authorization for Voluntary Contributions to the UAPD Political Action Program, found in Appendix 1. Within forty-five (45) days of receiving this signed authorization form from a dues-paying member, the University will deduct from the employee’s pay the certified monthly amount.

A doctor may discontinue his/her voluntary contribution to the UAPD Political Action Program by filing a written request with the designated campus office. Such contributions will be discontinued within forty-five (45) days of receiving the employee’s request. The University shall provide the Union with a copy of such notices.

The UAPD shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional check off. Costs will be consistent with charges made for other similar deductions. Collections for the UAPD Political Action Program, less any processing charges, will be remitted to the UAPD on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP site.

G. Indemnification

It is specifically agreed that the University assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UAPD 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.