

**ARTICLE 25
PAYROLL DEDUCTIONS**

A. GENERAL CONDITIONS

Upon receipt of a written individual authorization form from CUE or an employee covered by this Agreement (see Appendix E), the University will deduct from the pay due such employee the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. 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 45 calendar days from the date of delivery of the authorization form. The amount deducted for payment of such dues shall be 0.5% of an individual employee's base salary up to maximums as established by CUE. Any change in the percent or maximum 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 CUE.

B. DUES AMOUNT CHANGE

CUE 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 CUE 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 CUE 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 CUE with estimated costs and an estimated time of completion and CUE shall pay the agreed-upon costs before the University makes the change.

C. NEW DEDUCTIONS

New individual authorizations for a CUE 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 location's payroll system, in no case later than 45 calendar days.

D. CANCELLATION OF DEDUCTIONS

Any employee may at any time cancel or terminate his/her authorization for CUE payroll deduction payment of member dues by presenting his or her written request for such termination and cancellation to CUE. Following CUE notification to the University of such cancellation such an employee's payroll deduction shall automatically revert from dues to fair share service fees (also called "agency fees"), without loss of any time, unless conscientious objector status has been previously authorized by CUE.

E. ORGANIZATIONAL SECURITY FEE, EFFECTIVE JUNE 1, 2000

1. ORGANIZATIONAL SECURITY – Upon written notification to the University of the amount of the fair share service fees by the President of CUE, University employees in the bargaining unit who are not members of CUE and not paying dues through payroll deduction, as a continued condition of employment, shall be required to pay a fair share service fee. The amount of the fair share service fee shall not exceed the monthly dues that are payable by members of CUE. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to CUE.
2. ORGANIZATIONAL SECURITY FEE CHANGE – CUE may change the certified fair share service fee amount once during the calendar year, or as may be required by law, and all costs associated with accomplishing such changes in fair share service fee amounts (machine, programming, etc.) shall be paid by CUE. Any changes in the amount to be deducted for the fair share service fee shall be certified to the University, in writing by the President of CUE at least 45 calendar days prior to the proposed effective date of the fee change. Estimated costs and time of completion shall be provided to CUE within 30 days of CUE's written request. Following agreement on the cost and time, CUE shall pay the cost and the University shall complete the changes.
3. FEES FOR PROVIDING PAYROLL DEDUCTIONS – Each campus, hospital, or Laboratory for each check remitted to CUE shall charge CUE and deduct from the fair share service fee total being remitted \$.07 per employee for whom fee deductions are being made and \$10.00 for each check remitted. These costs shall continue to be charged to CUE 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 CUE according to the University Accounting Manual with respect to employee organizations.
4. EXEMPTION FROM ORGANIZATIONAL SECURITY FEE - Any employee in this unit who objects as a matter of conscience to joining or financially supporting any public employee organization, and who does not wish to pay the organizational security fee, must apply for conscientious objector status with CUE pursuant to the union's fair share appeals process. CUE shall be responsible for determining whether the employee is entitled under applicable law, to conscientious objector status. An employee deemed by CUE to be entitled to conscientious objector status, shall be required to pay sums equal to the amount of the fair share service fee to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Service Code, chosen by the employee from a list of at least three of these funds designated by the University and CUE (hereafter "Charitable Organization"). If CUE determines that an employee is entitled to conscientious objector status, it shall provide on a monthly basis to the University, as a condition of continued exemption from the requirement of financial support of CUE, proof of payments made to Charitable Organization(s) in accordance with local procedures.

F. INFORMATION TO ACCOMPANY REMITTANCE

Each campus/hospital/Laboratory shall remit at least monthly to CUE in the form of a check to an address designated by CUE an amount representing the authorized dues deductions, fair share service fees and other designated deductions. Accompanying the check shall be a standard deduction report which shall contain by campus/hospital/Laboratory, an alphabetical listing of the CUE members and fee payers for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, by January, 2001, the retirement gross basis for the deduction. The report shall be provided electronically or on paper if not available electronically. Any costs associated with CUE requested changes in the deduction report referenced above shall be fully paid by CUE.

G. CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues, fair share service fees or other authorized deductions or any part thereof, or fails to remit to CUE 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 CUE any deductions it has erroneously failed to remit. From the time CUE notifies the University in writing of any such errors, the University shall have 45 days to make the corrections. If after 45 days the University does not make the agreed-upon corrections and CUE incurs direct costs, the University will reimburse CUE for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, CUE may grieve the matter only as a union grievance.

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

H. OTHER DESIGNATED FUNDS

Payroll deduction shall be made for CUE-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

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.