

**ARTICLE 27
PAYROLL DEDUCTIONS**

A. DUES DEDUCTION

1. General Conditions

Upon receipt of a written authorization from UC-AFT or an employee covered by this Agreement, the University will deduct from the employee's pay the monthly amount certified by UC-AFT to be the dues required for the employee's membership in the Union. The employee's authorization shall 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 45 calendar days from the date of delivery of the authorization form. 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 UC-AFT.

2. Dues Amount Change

UC-AFT 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 UC-AFT 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 UC-AFT dues shall be certified to the University, in writing, at least 45 calendar days prior to the effective date of the dues amount change. The University shall provide UC-AFT with estimated costs and an estimated time of completion and UC-AFT shall pay the agreed-upon costs before the University makes the change.

3. New Deductions

New individual authorizations for a UC-AFT 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 locations' payroll system, but in no case later than 45 calendar days.

4. Cancellation of Deductions

Bargaining unit members who are members of UC-AFT 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 window period which shall be thirty (30) days prior to the expiration date of the Agreement 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

1. Organizational Security

University employees in the bargaining unit who are not members of UC-AFT and not paying dues through payroll deduction shall, as a continued condition of employment, 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 UC-AFT. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to UC-AFT.

2. Organizational Security Fee Change

UC-AFT 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 UC-AFT. 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 UC-AFT 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 UC-AFT within 30 days of UC-AFT's written request. Following agreement on the cost and time, UC-AFT shall pay the cost and the University shall complete the changes.

3. Exemption From Organizational Security Fee

Any employee of this unit who claims conscientious objections to joining or financially supporting any public employee organization may apply, pursuant to UC-AFT's fair share fee appeals process, for conscientious objector status. UC-AFT shall be responsible for determining whether the employee is entitled under applicable law to conscientious objector status. An employee deemed by UC-AFT 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 the Internal Revenue Service code, chosen by the employee from a list of at least three funds designated by the University and UC-AFT. UC-AFT will, upon request, provide the UC with a list of approved conscientious objectors.

C. OTHER DESIGNATED DEDUCTIONS

1. Payroll deduction shall be made for UC-AFT-sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as specifically set forth in "Regulations for Non-University Insured Benefit Programs".
2. Upon presentation of a signed authorization form, executed by the employee, the University agrees to an additional voluntary check off for UC-AFT COPE Fund, a UC-AFT special contribution program.

D. INFORMATION TO ACCOMPANY REMITTANCE

Each campus shall remit at least monthly to UC-AFT in the form of a remittance to an address designated by UC-AFT an amount representing the authorized dues deductions, fair share service fees, and other designated deductions. The University shall submit a standard deduction report which shall contain, by campus, an alphabetical list of the UC-AFT 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 UC-AFT-requested changes in the deduction report referenced above shall be fully paid by UC-AFT.

E. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. Each campus, for each remittance to UC-AFT, shall charge UC-AFT and deduct from the dues/fair share 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 UC-AFT 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 UC-AFT according to the University Accounting Manual with respect to employee organizations.
2. For the purpose of voluntary deductions for UC-AFT, COPE fees charged to UC-AFT shall not exceed the actual costs incurred by the University to establish such deductions.

F. CORRECTION OF ERRORS

1. 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 UC-AFT 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 UC-AFT any deductions it has erroneously failed to remit. From the time UC-AFT notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have 45 days to make the corrections. If after an additional 45 days the University does not make the agreed-upon corrections and UC-AFT incurs direct costs, the University will reimburse UC-AFT for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, UC-AFT may grieve the matter only as a union grievance.
2. It is expressly understood and agreed that UC-AFT shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to UC-AFT.

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.