

ARTICLE 12 DUES DEDUCTION

A. Upon receipt of a written authorization by a librarian using a form provided by the University, the University shall deduct and remit to the UC-AFT the standard initiation fee, periodic dues, and general assessments of the UC-AFT until such time as the librarian submits written notification to the University to discontinue the employee's assignments. The University shall calculate the amount to be deducted, based upon a percentage of the librarian's monthly gross salary. The University shall recalculate the dues deduction when changes in salary occur. The University shall recalculate the dues deduction and organizational security fee when notified by the UC-AFT that its dues formula has changed provided that the formula changes no more than once per fiscal year. All reasonable costs associated with accomplishing changes in the organizational fee amount shall be paid by the UC-AFT. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. The University shall process the librarian's dues deduction authorization or dues deduction withdrawal expeditiously. The transaction shall be completed no later than the second pay check after the receipt of the information by the University. The payroll deadline dates for each campus will be provided to the UC-AFT.

B. ORGANIZATIONAL SECURITY FEE, EFFECTIVE JANUARY 1, 2000

1. Organizational Security

Upon written notification to the University by the UC-AFT, librarians in 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 the UC-AFT. The amount of the fee shall be deducted by the University from the wages or salary of the librarian and paid to the UC-AFT.

2. Exemption from Organizational Security Fee

A librarian 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 the UC-AFT as a condition of employment. A librarian 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 librarian from a list of at least three funds designated by the University and the UC-AFT, or if the University and the UC-AFT fail to designate funds, chosen by the librarian.

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 B will be null and void.

It is specifically agreed that the University assumes no obligation other than that specified in Paragraphs A and B.1. above, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UC-AFT hereby agrees that it will reimburse the University for any costs (\$10 per check charge and \$.07 per transaction charge) 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 hereunder.

- C. If a librarian fails to fill out a dues deduction form correctly, the University shall assume no responsibility to correct such omission or error retroactively. The University shall return any incorrect dues deduction forms to the UC-AFT as soon as the errors are detected. Once the funds are remitted to the designated representative of the UC-AFT, their disposition thereafter shall be the sole and exclusive responsibility of the UC-AFT. It is expressly understood and agreed that the UC-AFT shall refund to the librarian any deductions erroneously withheld from an employee's wages by the University and paid to the UC-AFT. In the event the UC-AFT fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the UC-AFT.